

Section 1.2. Employees Covered

Employees covered by this Agreement shall be construed to mean, where already recognized, feeder drivers, package drivers, sorters, loaders, unloaders, porters, office clerical, clerks, , general utility, maintenance personnel (building maintenance), car washers, United Parcel Service employees in the Employer's air operation, and to the extent allowed by law, employees in the export and import operations performing load and unload duties and other employees of the Employer for whom the union is or may become the bargaining representative.

In addition, the Employer recognized as bargaining unit members clerks who are assigned to package center operations, hub center operations, and/or air hub operations whose assignment involves the handling and progressing of merchandise, after it has been tendered to United Parcel Service to effectuate delivery. These jobs cover: package return clerks, bad address clerks, post card room clerks, damage clerks, rewrap clerks, **Counter clerks, Haz-Mat Auditors, Tower Employees (flow control)** and hub and air hub return clerks. Additionally, the Employer recognizes as bargaining unit members FDC / ODC clerks, international

auditors, “smart label” clerks and revenue auditors who work in the operations facilities.

Section 3.3. Dues Checkoff and Joint Dues Committee

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Union. Employees shall be under an obligation to pay dues from the first day of employment unless prohibited by law. However, initiation fees and/or assessments shall begin with the pay period following seniority. Dues in the amount designated by the Union shall be deducted from the first paycheck of new employees and then from subsequent paychecks in accordance with the specified weekly amount. The Union shall provide the Employer a weekly amount to be deducted from each employee. The Union shall individually specify the weekly **(including vacation)** amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Union shall notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Union must be received at least one month prior to the date the deduction is to be made. The obligation of the Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format.

Section 3.6. Supervisors Working / Inside Work

a. The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees

that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety. The employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and

then have such employee's work performed by a supervisor or other employees of the employer who are not members of the bargaining unit.

b. When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the Employer shall first use bargaining unit employees including, double shifting, early call in (including but not limited to the early call in of drivers) and overtime.

c. ~~The following shall apply with regard to inside work. Within each building, each operation shall maintain separate list(s), by~~

~~seniority, of those part time employees and those full time employees who are interested in performing extra work. It shall be the employee's responsibility to sign up on the appropriate list. The Company shall post such list and employees who are interested in adding their names to the lists shall do so on the last week of each month. It shall be the employee's responsibility to make sure his/her contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to resign the list for the following month.~~ When extra work is available, or when there is a special sort on a weekend or holiday, the Company shall use the Article 22.3 full time lists **seniority** to fill the required positions, by seniority, and then, if necessary, shall use part time lists **employees by seniority** and such employees shall work as assigned. Full time employees shall be paid for hours worked only. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. The full time employees called in ~~from the list~~ must be capable of covering their normal scheduled work. No employee is allowed to work more than two shifts in any twenty-four (24) hour period. All extra work offered shall be reviewed with the Union Steward.

~~During the peak season, Article 22.3 employees may sign the Peak posting for extra work occurring after the completion of their bid job.~~

d. If it is determined at any step of the grievance and/or arbitration procedure that this Section, or a “supervisor working” provision in this agreement has been violated, the aggrieved employee shall be paid as follows:

- 1) ~~All~~ **All** If the actual hours worked by the supervisor amounts to two (2) hours or less, the aggrieved employee shall be paid for the actual hours worked by the supervisor at the rate of ~~double~~ **triple** time the employee’s rate of pay at the time of the incident; ~~or;~~
- 2) ~~If the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at straight time or actual hours worked at double time the employee’s rate of pay at the time of the incident, whichever is greater. If no aggrieved employee can be identified, the payment shall be made to the grievant. **In the event any supervisor is found to be in violation of this article, 4 times, they shall appear before the UPS/705 Grievance Committee to explain their action. Failure of the supervisor to appear, shall result in a negative inference and payment to the grievant his/her daily guarantee.**~~

Section 6.4. Technological Change

1. Technological change shall be defined as any significant change in equipment or materials which results in a significant change in the work of the ~~bargaining unit~~ **classification** or diminishes the number of workers in the ~~bargaining unit~~ **classification** .

7. The Employer shall not utilize drones, driverless vehicles etc. to transport, deliver or pick-up packages.

Section 6.5. Hourly Training

Drivers training helpers and two (2) on the car rides for the purpose of route knowledge shall ~~not~~ be entitled to the training premium.

ARTICLE 10. LOSS OR DAMAGE

Section 10.1.

No employee shall make any reimbursement or have monies deducted from his/her pay for loss or damage to parcels except as provided in this Section.

No employee shall be disciplined or required to make reimbursement for lost or damaged parcels unless the Employer demonstrates that the employee, without justification or mitigation, violated pertinent established rules or policies, the observance of

which would have prevented the loss or damage.

In no event shall a driver be subject to reimbursement for loss or damage to a Driver Release parcels. ~~valued at one hundred dollars (\$100.00) or less.~~ **In no event shall a driver be subject to reimbursement or discipline for commercial release parcels.**

Section 10.2.

~~Employees handling money shall account for and remit the same to the Employer at the completion of each day's work. An employee's cash turn in may be verified or audited by the Employer. If the Employer fails to verify and deposit an employee's cash turn in, when requested, no deduction or disciplinary action shall be taken. Upon request by the Union, the Employer and the Union shall meet to review any problems relating to transportation of cash via feeders or cashier's check rules.~~

~~To ensure that the employee shall not be held accountable when the Employer verifies and deposits or fails to verify and/or deposit the employee's cash turn in the employee and Employer shall sign a document, to be maintained by the Employer, showing whether the employee requested verification and deposit and whether the employee's cash turn in has either been verified and deposited or~~

~~not verified and/or deposited.~~

~~In cases of proven bona fide error (in addition or subtraction) of the cash turn in, the employee shall be responsible for making proper restitution for such shortage.~~

~~In such cases of bona fide error, the Employer and an employee, with the participation of the Union and where permitted by applicable law, shall execute a written document providing for an agreed upon amount and schedule of reimbursement and/or deduction. A copy of any such agreement shall be provided to the Union.~~

Section 10.3.

The Employer shall reimburse employees for loss of personal money or personal property in a holdup or vehicular accident while on duty, up to a maximum of ~~two hundred dollars (\$200.00)~~ **five hundred dollars (\$500.00) per** employee, provided the employee promptly reports such holdup or vehicular accident to the Employer and the police, and cooperates in the investigation of such holdup or vehicular accident. Employees shall be paid for all time involved. However, reimbursement for cash loss shall be limited to one hundred dollars (\$100.00).

ARTICLE 12. POLYGRAPH / TIME CLOCKS

No applicant for employment and no employee shall be required to take any form of a lie detector test as a condition of employment.

Upon request, an employee or the Union may inspect the record of an employee's time recorded on the DIAD or other device for previous days' work. An employee shall be permitted to examine the operation record for the current pay period for the purpose of ascertaining his/her hours worked. If an employee has an issue with his/her hours worked for a particular day, the Employer shall provide the employee, upon written request, with a print out of his/her hours worked.

The Employer agrees to provide forms for the employee to record his/her starting and ending times.

Upon request of the employee, steward or Local Union, the Employer shall provide copies of ODS messages.

When requested by the Union, time clocks shall be left in place for employees to record their work hours for their own personal use.

ARTICLE 14. COMPENSATION CLAIMS

Section 14.1.

Every work-day under this agreement that an employee is unable to work, yet is covered by Worker's Compensation shall count as a report for the purpose of accruing Vacations, Pension Benefits, Optional Holidays, Sick days, Optional Weeks and Health Insurance Benefits.

Section 14.2 - Temporary Alternate Work

The Company may continue a modified work program on a nondiscriminatory basis. This program is designed to provide temporary work opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Employees shall be provided their guaranteed hours **or average hours (for the last twelve months) whichever one is greater** at the employee's regular rate of pay, with a start time no more than one (1) hour earlier or one (1) hour later than their normal start time, with continuous hours, for the duration of TAW, provided the work is available. These guaranteed hours shall be reduced as medical restrictions dictate.

With the exception of feeder drivers, when an employee is released to return to work after a work injury of six (6) months or greater, the company shall provide, if requested by the employee, a work hardening schedule in which the employee can work their guaranteed hours for up to five (5) days. When possible, package car drivers will provide advance notice of return to work so as to be counted toward the eight hour requests.

Section 16.3. Loss of License

Section 16.3.1 Leave of Absence

When an employee, in any job classification requiring driving, loses his or her operating privilege or whose license has been suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, leave shall be granted for such time as the employee's operating privilege or license had been suspended or revoked but not for a period longer than ~~two (2)~~ **three (3)** years, provided the driver whose operating privilege or license has been suspended or revoked notifies the employee's immediate supervisor before the employee's next report to work of such suspension or revocation. The above provision need apply only to the first (1st) suspension or revocation except for suspension of commercial drivers license (CDL) of one (1) year or less duration.

Employees who take a leave of absence under this Section whose loss of operating privilege or license is the result of driving under the influence of drugs or alcohol shall be allowed alternative work and to return to their job in accordance with Section 16.3.3 below.

Section 16.3.2. Alternate Work (Other than Alcohol/ Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license under this Article he/she shall be afforded the opportunity to displace junior, one (1) full-time or two (2) part-time, inside employees, until he/she can return to his/her driving job, not to exceed ~~two (2)~~ **three (3)** years, unless provided for otherwise in this Agreement. The employee shall receive the appropriate rate of pay for the job performed based on

his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

Section 16.3.3. Alternative Work (Alcohol/Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license for driving under the influence of alcohol or a controlled substance he/she shall be offered available inside work of one (1) full-time or two (2) part-time openings, not to exceed ~~two (2)~~ **three (3)** years provided that the employee is assessed by a Substance Abuse Professional (SAP) and is released to return to work by the SAP. The SAP shall establish the terms upon which the employee may return to work. The employee must also enter a rehabilitation program, if required by the SAP, within one (1) month of the SAP's assessment. The employee shall be returned to driving once he/ she successfully completes the rehabilitation program, provided his/her driving privileges have been restored. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to ~~two (2)~~ **three (3)** years.

Section 16.4. Maternity and Paternity Leave

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically **or mentally** unable to return to her normal duties and maternity leave must comply with applicable state and federal laws.

Section 16.6. Family and Medical Leave Act (FMLA)

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of ~~thirty six (36)~~ **twelve (12)** months and accrued at least 625 paid hours during the past twelve (12) months is eligible for unpaid leave as set forth below, except that the amount of leave allowed shall be computed at one half (1/2) of the time provided by the FMLA.

Eligible employees are entitled up to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;
2. Adoption, or placement for foster care;
3. To care for a spouse, **domestic partner**, child, or parent of the employee due to a serious health condition;
4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer shall maintain health insurance coverage during the period of the leave.

The ~~Employer~~ **employee** may ~~require the employee to~~ substitute accrued paid vacation or other paid for leave for

part of the 12 / 6 week leave period.

ARTICLE 17. PAID-FOR TIME

Errors of less than thirty dollars (\$30.00) for full-time employees or fifteen dollars (\$15.00) for part-time employees and overages shall be corrected in the following weekly paycheck.

After two pay periods if shortage is not corrected penalty is doubled. After three pay periods if pay shortage is not corrected penalty is tripled.

Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment as outlined above. The ten (10) working day period shall begin to run when the Labor Department representative agrees to the settlement, or is notified by the Union or the management team of the settlement. The Employer shall pay a maximum of one penalty payment for a multi-grievant grievance, which shall be subject to the additional penalties set forth above for untimely payment, until corrected. **All grievance settlement checks shall be itemized with the exact detail of the settlement including the Grievance Panel Case number.**

ARTICLE 18.

SAFETY AND HEALTH, EQUIPMENT, ACCIDENTS AND REPORTS

Section 18.1. Employees' Rights - Equipment, Vehicles and Conditions

The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law. First line trailers shall be swept on a daily basis. All package cars and tractors shall be maintained in a clean and sanitary condition including mirrors and windows.

Under no circumstances shall an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to a person or property or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is to be hauled or handled.

It shall not be a violation of this Agreement, or cause for disciplinary action, where employees refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health to include Part 392.14 of the Federal Motor

Carrier Regulations.

The employer shall ensure conveyors passing overhead shall be guarded so as to prevent the material transported from falling and causing injury to employee below.

Section 18.6. Building Heat

Centers shall be heated, ~~where practical.~~

On a facility-by-facility basis, the Employer shall evaluate whether additional ventilation or heat is needed for purposes of safety and health. This shall include ~~electrical~~ **all** work areas outside of office structures in UPS facilities.

Section 18.8. Radios

- a. Head sets and earphones shall ~~not~~ be allowed, **if permitted by state and/or federal law, headsets, Bluetooth ear pieces, and earphones that are used in moving vehicles shall only cover one ear.**

Section 18.14. Package Cars

All new package cars, P-32 and larger, added to the fleet shall be equipped with package compartment venting. The installation of cab compartment fans shall be determined on an individual basis. **Upon ratification of this agreement all package cars will have package compartment fans.**

Section 18.14.2. Driver Safety and Security

All non UPS Drivers, Carriers or vendors shall not be allowed on UPS Property.

Section 18.20.1. Safety and Health Committees

8. Bargaining unit members shall not perform Safety Committee observations or access personnel records of fellow bargaining unit members that can be interpreted as being a management role (i.e. access telematics, GPS records, time cards, human resource files etc.) Safety committee facility observations shall only be performed to further the purpose of that committee as defined in this section and to promote a safer work environment. Activities and minutes shall be forwarded to the Local Union for review. Under no circumstances can the results of a Safety Committee observation be used in any level of discipline, nor reference any individual bargaining unit member. Safety committee members shall not circulate management forms that could be used for discipline or be involved in disciplinary meetings.

Any information provided to a CHSP committee shall not be shared outside the committee ~~without the Employer's consent.~~

Section 18.21. Hazardous Materials Handling Program

9. The Employer shall hold meetings, with the designated responders, on a scheduled basis, and when necessary shall

hold special meetings, to discuss and resolve problems or concerns related to hazardous material handling, clean-up and storage of hazardous materials. The Employer agrees to resolve any problems or concerns as expeditiously as possible. **All hazmat responder's will receive an additional \$1.00 an hour.**

Section 18.22. Incompatible Package Handling

The Employer agrees that all irregular or incompatible packages such as bars, buckets, exposed metal parts, tire rims, oversized packages etc., shall be given special handling in accordance with UPS handling methods and local conditions.

The Employer agrees with the continued growth of irregular and incompatible package volume to create a dedicated and non-comingled system for moving said packages, to ensure the safety of all employees. No autonomous bulk unit shall be allowed.

All packages shall have the weight accurately marked.

New Section 18.23 Employee Safety

For the purpose of driver safety and package security no driver shall be required to make deliveries and/or pickups after 9:00 pm: No discipline will be issued to any driver who misses stops and/or refuses to make stops after 9:00 pm. The driver as soon as practicable, shall notify his/her center of potential service failures under this language. Any driver who is suspended or terminated for missing and/or refusing to make stops after 9:00 pm shall receive back pay at his/her triple rate

of pay. This language is in effect for the entirety of this Agreement, including but not limited to the months of November and December.

New Section 18.24 Prevention of Heat Related Injury and Illness

The Employer agrees to create a high heat standard operating procedures and emergency response plan. At minimum, the SOP should include: a work place environmental assessment, engineering and administrative controls for heat stress, personal protective equipment, training requirements, medical surveillance, high heat alert procedures, and recordkeeping procedures.

A sufficient amount of cool (i.e. less than 15 C/59 F) potable water must be provided near the work area. During prolonged sweating lasting more than 2 hours, workers should be provided with drinks that contain balanced electrolytes to replace those lost during sweating, as long as the concentration of electrolytes/carbohydrates does not exceed 8% by volume.

Employees taking a “preventative cool-down rest” must be monitored for symptoms of heat illness, encouraged to remain in a cool area and not ordered back to work until symptoms are gone. Employees with heat stress symptoms must be provided appropriate first aid or emergency response.

High heat procedures (triggered at 90 degrees) shall

ensure effective observation and monitoring, including regular communication with employees working by themselves.

Acclimation procedures including close observation of all employees during a heat wave – defined as at least 90 degrees shall be in effect. New employees must be closely observed for their first two weeks on the job during heat wave periods.

New Section 18.25 – Egress

The employer shall monitor and maintain clear egress condition in and around the loading and unloading of a trailer, straight truck, package car, other vehicle, and any sort isle or cat walk to ensure that temporary impediments created by placed or fallen packages. Such Impediments shall be moved by bargaining unit members.

The employer shall not permit packages, materials, or equipment to be placed permanently or temporarily within the 28in wide exit access in front of an exit door or at the top or bottom of a stairways that is a part of an exit access point.

New Section 18.26 – Lasers

Lasers shall be located and targeted at levels above the level of workers' sight when possible, if not possible, lasers must be blocked from workers view. Laser warning signs and labels shall be posted in accordance with all local, state, and federal regulations.

Section 18.23 27 Union Liability

ARTICLE 20.

EXAMINATION AND IDENTIFICATION FEES

Section 20.1. Required Examinations

Drivers shall be paid for DOT physicals when forced to use the company Doctor.

All Evaluations, testing and treatment required by a company physician, related to a sleep Apnea diagnosis or to confirm a sleep apnea diagnosis, shall also be covered by the Employer at no cost to the employee.

Section 20.4. Disqualified Driver - Alternative Work

Except as provided for in Article 16, a driver who is judged medically unqualified to drive, but is considered physically fit and qualified to perform other inside jobs, shall be afforded the opportunity to displace the least senior full-time or part-time inside employee at such work until he/she can return to his/her driving job unless otherwise provided for in this Agreement.

While performing the inside work, the driver shall be paid the **drivers normal pay rate.** ~~highest part time rate as an employee with equivalent seniority or current area practice.~~

If no full-time inside position is available, the Employer shall meet with the Union to develop a full-time position, if possible out of available work.

Section 20.5. Identification

The Employer shall pay for security related identifications, such as for airport badges, or third party vendor identification, all time and expenses incurred by employees acquiring such required documents. Such Identification shall not include address, Social Security number, employee I.D. number or drivers license number.

ARTICLE 22. PART-TIME EMPLOYEES

Section 22.1

d. No part time employee shall deliver ground packages.

Section 22.3

The parties agree that providing part-time employees the opportunity to become full-time employees is a priority of this Agreement. Accordingly, the Employer commits that during the life of this Agreement, it shall offer part-time employees the opportunity to fill at least ~~five hundred (500)~~ **two thousand (2000)** permanent full-time job openings throughout its operations covered by this Agreement.

This commitment shall include the obligation to create at least the number of full-time combination jobs as follows:

1st year – two hundred (200)

2nd Year - two hundred (200)

3rd Year - two hundred (200)

4th year - two hundred (200)

5th year – two hundred (200) ~~Thirty (30) (beginning August 1, 2017)~~

In creating these jobs, the Company shall be allowed up to ~~one and half (1.5)~~ **one (1)** hour gap between jobs in a workday.

The number of full-time jobs created under Article 22, Section 3 of the 1997-2002 ~~and the 2002-2008,~~ **2008-2013, and the 2013-2018** Agreements shall not be reduced.

Full time Combination Employee Work Rules

d) Local 705 shall receive an updated list of employees, in seniority order, that are on the combination job intent list on a quarterly basis. **In addition, Local 705 will also receive a updated 22.3 job list on a quarterly basis.**

Sections 22.5. Wages

(a) Part time Employees

All part-time employees who have attained seniority as of August 1, ~~2013~~ **2018** shall receive the following general wage increases for each contract year. ~~In the first three (3) years of the contract, the increase will be effective on August 1st. In 2016 and 2017, the increase shall be paid in two (2) equal installments. The first half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year.~~ The total wage increase for each year shall be as follows:

~~2013 seventy cents (\$0.70)~~

2018 seventy cents (\$0.70)

~~2014 seventy cents (\$0.70)~~

2019 seventy cents (\$0.75)

~~2015 seventy cents (\$0.70)~~

2020 eighty cents (\$0.80)

~~2016 eighty cents (\$0.80)~~

2021 ninety cents (\$0.90)

~~2017 one dollar (\$1.00)~~

2022 one dollar (\$1.00)

Part-time employees still in progression on August 1, ~~2013~~ **2018** shall receive the above contractual increases and shall be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b) below.

In addition to the general wage increases above, part time employees who have attained seniority as of August 1, 2018 and were not red circled on or before 1982 shall receive the following increases

August 1, 2018 twenty five cents per hour (\$0.25)

August 1, 2019 twenty five cents per hour (\$0.25)

August 1, 2020 twenty five cents per hour (\$0.25)

August 1, 2021 twenty five cents per hour (\$0.25)

August 1, 2022 twenty five cents per hour (\$0.25)

(b) Newly hired part-time employees

All part-time employees, who are hired or reach seniority after August 1, ~~2013~~ **2018** shall be paid according to the following wage schedules:

Hourly Rate- Part Time Employees

Preloader/

		<u>Sorter</u>	<u>All Others</u>
Start	<u>August 1st 2018</u>	<u>\$15.00</u>	\$10.00
		<u>\$11.00</u>	
Seniority plus one (1) year	<u>August 1st 2019</u>	<u>\$15.50</u>	\$10.50
Seniority plus two (2) years	<u>August 1st 2020</u>	<u>\$17.00</u>	\$11.00
Seniority plus three (3) years	<u>August 1st 2021</u>	<u>\$17.50</u>	\$12.00
Seniority plus four (4) year	<u>August 1st 2022</u>	<u>\$18.00</u>	\$12.50

~~Employees working high volume direct or low volume direct shall receive the preloader/sorter rates.~~

(c) The wage rates and increases provided in (a) and (b) shall be a minimum.

All part-time employees governed by this Article shall be provided a minimum daily ~~three and one half (3 1/2)~~ **four (4) hour** guarantee. Should any part-time employee work beyond the fifth (5th) hour, he/she shall be paid time and one-half (1-1/2) his/her regular rate for all time worked in excess of five (5) hours.

Section 22.6.

Part-time employees who do not meet the qualifications for driving after the forty (40) day probationary period shall be ineligible for another attempt ~~during the life of the~~

Agreement for one year.

Section 22.8.

Part-time employees shall be given a paid break of ~~ten (10)~~ **fifteen (15)** minutes per day. Breaks shall not be scheduled prior to one (1) hour of work being performed.

Part time employees that work over seven hours on one day shall receive two paid breaks.

Section 22.12. Vacations

a) An employee, who has been employed for one (1) year from his/her anniversary date of hiring, and has worked 625 hours, shall be entitled to one (1) week vacation with pay computed at ~~twenty (20)~~ **twenty-five (25)** times his/her straight time hourly rate of pay.

Part-time employees who have earned at least two weeks vacation will have the option of declaring that he/she wants to split one of the available weeks of vacation into 5 single days. The employee must declare this option at the time of the vacation selection. Seniority shall prevail in the selection of single days.

~~Beginning in vacation period of 2018,~~ Vacation pay will be computed at twenty-five (25) times his/her straight time hourly rate of pay.

Employees shall pick vacation by part-time seniority with thirty (30) days to pick – November 1st through November 30th and schedule vacations from December 26th through the week ending Friday, the day after Thanksgiving. The employee shall

be ready to pick when asked, at the rate of 25% per week in seniority order. If not ready, the employee shall be passed over and pick what is available when ready.

Upon completion of the vacation selection process, and not later than January 1st, the employer shall provide the Union with a copy of all vacation selections sent to the attention of the Union's Secretary-Treasurer.

b) An employee, other than in his/her first year of employment, who has worked not less than 625 hours in a year from his/her anniversary date of hiring, shall be entitled to vacation with pay according to the following schedule:

~~Years 2013-2017~~ — 2018-2023

1 year	20 hours	25 hours
3 years	40 hours	50 hours
9 years	60 hours	75 hours
15 years	80 hours	100 hours
20 years	100 hours	125 hours
25 years	120 hours	150 hours
30 years	140 hours	175 hours

Section 22.15. Part-time Employee Educational Transfer

~~Part-time employees who wish to transfer to another location for educational purposes may submit a written request to the Employer. If approved, the transfer shall be allowed subject to the following conditions:~~

~~A. A part-time opening exists at the desired location.~~

~~B. Employees must have attained seniority and been employed by the Employer for at least one year.~~

~~C. Job Classification Seniority shall be end-tailed.~~

~~D. Company seniority shall be retained for the purpose of number of weeks of vacation, and number of holidays in accordance with the applicable Supplement at the new location.~~

~~E. Any expenses, including moving expenses associated with an approved transfer, shall be the responsibility of the employee.~~

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accordance with the applicable Supplement at the new location. Any expenses, including moving expenses associated with an approved transfer, shall be the responsibility of the employees.

Section 22.16. Benefit Entitlements

Part-time employees hired after August 1, ~~2008~~ **2018** shall receive holidays, personal days, ~~and~~ option **and sick** days provided by this Agreement no earlier than after ~~one (1) year~~ **6 months** of active employment.

ARTICLE 23. SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee during the first (1st) payroll department working day. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting. **There shall be a penalty of four (4) times monies owed if not paid when due.**

ARTICLE 26. COMPETITION

The Union recognizes that the Employer is in direct competition with the United States Postal Service and other firms engaging in the distribution of express letter, parcel express, parcel delivery, and freight, both air and surface. In order to meet that competition and thereby protect and, if possible, increase the number of bargaining unit jobs, it is agreed that any provisions in this Agreement to the contrary notwithstanding, the Employer:

Section 26.1.

(a) May use substitute means of transportation (such as airplane, helicopter, ship or T.O.F.C.) in its operations; provided, however, that no feeder driver with more than three

(1) years of seniority in the feeder driver classification shall be laid off or displaced from a feeder classification as a result of a run being placed on the rail. However, the Employer shall not be required to remove loads from the rail to provide work for employees whose ground loads were eliminated or temporarily discontinued. Any claimed abuse of this Section by any of the Unions shall be subject to immediate review by the UPS/705 Grievance Committee.

Merchandise that has been tendered by United Parcel Service to the railroad and moved by T.O.F.C. shall not subsequently be moved by the railroad, on the ground, to its final destination. Any exception to the above language shall be in cases of an emergency or cases where the railroad must ground the merchandise early to meet the Company's service commitment. In these cases, **Local 705 will be notified immediately and the company shall give Teamsters Local 705 a list of all subcontracted work.** every effort shall be made to use UPS employees.

Bargaining unit employees shall move scheduled T.O.F.C. loads from the rail yards to UPS locations ~~except during peak season.~~

Section 26.3.

The company **shall use bargaining unit members for** ~~commits~~

~~to provide additional work opportunities for feeder drivers from existing equipment balance movements, seasonal trailer delivery and movement for equipment repair.~~

No Feeder Driver shall be removed from his bid/assigned work during peak.

Any sub-contractors used during non peak period in Local 705 jurisdiction will result in all feeder drivers on the clock to receive an additional eight (8) hours.

Section 26.4

Surepost

~~1) In order to retain existing commercial customers that are solicited by a competitor offering services similar to those described herein, or to attract new commercial customers, the Company may offer service contracts that include the delivery of packages by the USPS. Packages eligible for such delivery will normally be less than ten (10) pounds in weight and less than three (3) cubic feet in size, in accordance with paragraph~~

~~(2) below. Further, UPS agrees that the Surepost will not be presented as a general service offering. This service will only be offered for shipping from a business to a residential customer. The Company agrees that it will not use Surepost as a basis to diminish the size of the bargaining unit.~~

~~2) The Company will continue to use and develop technology that identifies two or more Surepost packages to be delivered to the same address and/or any combination of Surepost package(s) and ground package(s) to be delivered~~

~~to the same address. In such circumstances, all of the Surepost package(s) and ground package(s) will be delivered by package drivers. The Company will implement, when available, technology that identifies multiple addresses in close proximity to which any combination of Surepost and ground packages are to be delivered. Within 120 days of the effective date of this Agreement, the Company shall also develop technology that identifies oversized (greater than three (3) cubic feet) or overweight packages. Once such technology is operational, all Surepost packages exceeding ten (10) pounds or with dimensions greater than three (3) cubic feet, will be delivered by package drivers.~~

~~3) The Joint UPS/IBT Competition Committee will meet on a quarterly basis to review the progress of this service and discuss potential technological enhancements that will allow Surepost volume to be placed back in the UPS system for final mile delivery. Any issues or disputes related to the Surepost service that cannot be resolved by the Competition Committee shall be referred directly to the Chairs of the Union and the UPS National Negotiating Committees for discussion and resolution.~~

ARTICLE 29.

Section 29.1. Jury Duty

When a seniority employee is called for jury duty service, he/ she shall be excused from his/her regular duties on the days he/she is required to appear in court or comply with

jury rules that prevent him/her from reporting for work. For any regularly scheduled workday in which time off for such jury service is granted, the full-time employee shall be paid ~~his/her guarantee~~ **Ten (10) hours** and part-time employee shall receive ~~four (4)~~ **Five (5)** hours' pay at his/her straight-time hourly rate, less any amount received as a jury duty fee if such fees are defined as wages under applicable laws. The employee shall be required, however, to turn over to the Employer adequate proof of his/her jury duty service and compensation, if any, in order to receive the compensation provided above. Employees who are scheduled to work a day shift shall not be required to report for work on any day he/she is required to report for jury duty unless released from jury duty not less than six (6) hours prior to the end of his/her regularly scheduled shift, in which event he/she shall be allowed two (2) hours from the time he/she is released from jury duty to report and work the remainder of his/her regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day he/she is required to report for jury duty unless he/she has been released from jury duty not less than four (4) hours prior to the start time of his/her regular shift and provided further he/she would complete such shift not less than ten (10) hours prior to the time he/she is required to report for jury duty the next following day. Notwithstanding the above, no employee, working other than a day shift, shall be required to report to work on a night if he or she has served jury duty that day and that service prevents him or her from reporting for work.

In the event an employee returns to work after being released from jury duty and works beyond his/her regularly scheduled

workday such hours worked shall be compensated for at the applicable overtime rate of pay.

An employee who is required to report for jury duty during a week of previously scheduled vacation may select another available week of vacation.

Time spent on jury duty service shall be considered time worked for purposes of Employer contributions to health & welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Agreement.

Section 29.2. Funeral Leave

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral or other bereavement rite.

Members of the employee's family mean spouse, **domestic partner**, child, or step-child, grandchild, father, mother, brother, sister, grandparents, mother-in-law and father-in-law and step-parents.

~~A regular full-time~~ Employee's shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral provided the employee attends the funeral or other bereavement rite. In cases involving the funeral of a relative listed in paragraph 2 above, an employee who attends the funeral or bereavement rite is guaranteed a minimum of two days off.

An employee shall be allowed one (1) day off to attend the funeral or other bereavement rite of a sister-in-law, or a brother-in-law. Reimbursement for this day shall

be the same as provided below.

~~Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, or if the death is of the member's spouse, child or parent, except as provided above. In no event shall total compensated time off exceed four (4) scheduled workdays.~~

The employee shall be reimbursed at ~~eight (8)~~ **Ten (10)** times the employee's straight-time hourly rate for each day lost from work for those employees whose regular scheduled workweek is five (5) days, ~~and ten (10) times the straight time hourly rate for those employees whose regular~~

~~scheduled workweek is four (4) days.~~ Part-time employees shall receive the same benefits as above, paid at ~~four (4)~~ **five (5)** times the employee's hourly rate.

ARTICLE 32. SUBCONTRACTING

The Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit shall be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification for the purpose of avoiding overtime. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff. Prior to subcontracting work, the Employer **shall meet with Local 705 to discuss and come to an agreement. The company shall give Teamsters Local**

~~705 a list of all subcontracted work. will make all reasonable efforts to use the employees covered by this Agreement.~~

ARTICLE 33. COST-OF-LIVING

All seniority employees who have completed their appropriate wage progression schedule shall receive **\$0.15 per hour each year on August 1st in lieu of a cost of living allowance.** ~~be covered by the provisions of a cost of living allowance, as set forth in this Agreement.~~

~~Employees, who have not completed their appropriate wage progression on the effective date of a COLA increase, shall receive the adjustment on a prospective basis on the date they complete their wage progression schedules.~~

~~The amount of the cost of living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers~~

ARTICLE 34. HEALTH & WELFARE AND PENSION

Section 34.1. Full and Part-Time Health and Welfare Insurance

~~(a) All full time and part time employees on the payroll as of January 1, 2015 will be provided medical coverage through the Central States Health & Welfare Fund (CS H&W Plan). Weekly payments for covered employees shall be in~~

~~accordance with the rules set forth in the Central States Supplement.~~

~~UPS will be responsible for making the weekly payments to the Central States Health & Welfare Plan to provide the medical coverage in accordance with its agreement with the CS H&W Plan.~~

~~(b) Individual health coverage will be made available to part-time employees hired after August 1, 2008 **2018** after twelve (12) six (6) months of active employment and (ii) upon ratification on a prospective basis only, spousal or dependent coverage will be made available to these part-time employees twelve (12) months or more after their initial date of employment.~~

~~(c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CS H&W Fund.~~

~~(d) The base benefits for all employees covered by the Central States Health & Welfare Fund shall be the C6 schedule. The following will also apply:~~

~~1) Enhancements shall be made in the C6 plan in the following areas: Phased in deductible; reduced co-pays for medical office visits, physical exams and well child care and mail order prescription drugs.~~

~~2) The Company will also enhance the retiree eligibility rules.~~

~~3) Short term disability, life insurance and dental benefits will first be provided through Central States Health & Welfare. UPS will cover the differential between what Central States Health & Welfare~~

~~currently provides and what the employee had as a benefit prior to January 1, 2015.~~

~~4) Details concerning any of the above benefits shall be available from the Central States Health & Welfare Plan.~~

~~(e) All full and part time employees will maintain their Company medical coverage through December 31, 2014 on the same terms as existed under the 2008-2013 agreement.~~

Local 705 Health and Welfare Proposal forthcoming

Section 34.2. Pension and Health & Welfare Funding

(a) Pension contributions for all full time employees shall be ~~three hundred and ninety dollars (\$390.00)~~ per week with increases as specified in this section.

(b) The total Health & Welfare contribution for full-time employees **and part time employees** will be increased on August 1 of ~~2013~~ **2018** and on each subsequent August 1st during the life of the contract as follows:

August 1, ~~2013~~ **2018** - fifty cents (\$0.50)

August 1, ~~2014~~ - **2019** fifty cents (\$0.50)

August 1, ~~2015~~ - **2020** fifty cents (\$0.50)

August 1, ~~2016~~ - **2021** (TBD-based on ~~Central States'~~ **Teamsters Local 705** cost)

August 1, 2017- **2022** (TBD-based on ~~Central States'~~ **Teamsters Local 705** cost)

(c) The total Pension contribution for full-time employees

will be increased on August 1 of ~~2013~~ **2018** and on each subsequent August 1st during the life of the contract as follows:

August 1, ~~2013-~~ **2018** ~~fifty cents (\$0.50)~~ **eighty cents (\$0.80)**

August 1, ~~2014-~~ **2019** ~~fifty cents (\$0.50)~~ **eighty cents (\$0.80)**

August 1, ~~2015-~~ **2020** ~~fifty cents (\$0.50)~~ **eighty cents (\$0.80)**

August 1, ~~2016-~~ **2021** ~~fifty cents (\$0.50)~~ **eighty cents (\$0.80)**

August 1, ~~2017-~~ **2022** ~~fifty cents (\$0.50)~~ **eighty cents (\$0.80)**

~~(d) For those part time employees who will be transitioning from a UPS sponsored medical plan to the Central States Health & Welfare Plan, the allocation for years 2013 through 2015 shall be fifty cents (\$0.50) to UPS for health and welfare coverage through the CS H&W. Fifty cents (\$0.50) shall be allocated for pension to UPS for those years. In years 2016 and 2017, UPS will retain for pension the differential between the increase to CS H&W and one dollar.~~

Section 34.3.

The Employer payments to the Fund shall be as follows:

a) The amount per employee per week shall be paid for each regular employee covered by this Agreement for any week in which such employee performs any services for the Employer even when such services are not performed under the terms of this Agreement;

b) Payment shall be made on replacements for absentee employees for the days worked by such replacements at a rate equal to twenty percent (20%) per day of the

aforesaid weekly payment;

c) If an employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a period of ~~four (4)~~ **eight (8)** weeks;

d) If an employee is absent because of occupational illness or injury, the Employer shall pay the required payment for the period of ~~twelve (12)~~ **twenty four (24)** months;

e) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;

Section 34.6. Full-Time Long-Term Disability

Long Term disability shall be provided for ~~full-time~~ employees during the term of this Agreement as detailed in this Section.

(a) ~~Full-time~~ Seniority employees will become eligible for long-term disability (LTD) after six (6) months of employment

for non-occupational illnesses or injuries that last longer than twenty-six (26) weeks.

(b) Long-term disability benefits will equal sixty percent

(60%) of the employee's base weekly pay to a maximum of ~~six hundred dollars (\$600)~~ **eight hundred dollars (\$800)** per week for up to five (5) years. Long-term disability benefits begin when short-term disability coverage ends or after twenty-six (26) weeks from date of disability, whichever is later. The ~~six hundred dollars (\$600)~~ **eight hundred dollars (\$800)** cap shall be increased to ~~eight hundred dollars (\$800)~~ **one thousand two hundred dollars (\$1200.00)** on January 1, ~~2017~~ **2022**.

- (c) Average weekly base pay is computed by averaging paid hours (maximum of forty (40) hours per week) each week during the last full calendar quarter the employee worked and multiplying that by the hourly rate of their base job. Weeks of unemployment in the prior quarter will not be counted in the calculation. If there were substantial weeks of unemployment, the prior full calendar quarter may be used for the calculation.
- (d) The definition of disability, termination of eligibility, offsets, exclusions, limitations, claim procedures and any other related issues will be controlled by the Summary Plan Description.
- (e) The long-term disability coverage will become effective on January 1, 2015 for eligible employees who become disabled after that date. However, pre-existing conditions will not affect the employee's eligibility for LTD. ~~Coverage provided by the prior contract shall remain in place through December 31, 2014.~~
- (f) Any employee receiving LTD benefits pursuant to this Plan shall be entitled to receive health care coverage from ~~CS H&W~~ **Teamster Local 705** for up to **sixty (60)** ~~twelve (12)~~ months only.

Section 34.7. UPS Part-Time Pension Plan

- 1) The UPS Pension Plan shall be improved to provide monthly benefits to part-time employees as follows:

The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants shall be increased ~~effective August 1, 2004~~ August to ~~fifty five dollars~~

~~(\$55.00)~~ **sixty five (\$65.00)** for each year of past and future credited service to a maximum of 35 years of credited service. ~~The benefit formula in the UPS Pension Plan for current or future part time employees who are participants shall be increased solely for purposes of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60) for each year of future Credited Service to a maximum of 35 years of Credited Service. If a participant is in Covered Employment on August 1, 2008, he shall receive the sixty dollars (\$60) benefit formula for the entire 2008 plan year.~~

The total monthly service pension benefit shall be equal to the following provided the employee meets the Credited Service requirement:

~~\$2100.00~~ **\$2275.00** at any age after 35 years of Credited Service

~~\$1800.00~~ **\$1950.00** at any age after 30 years of Credited Service

~~\$1500.00~~ **\$1625.00** at age 60 with 25 years of Credited Service

~~\$1250.00~~ **\$1325.00** at any age with 25 years of Credited Service (Based on ~~\$50.00~~ **65.00** per year of credited services)

Section 34.8. Part-time Retiree Health & Welfare Coverage

The Employer shall provide health insurance coverage to all part-time employees, ~~not covered by a Union plan, who retire on or before January 1, 2014 as outlined in the UPS Health & Welfare Package Summary Plan Description.~~ Any eligible

employee who retires effective ~~January 1, 2014~~ August 1, 2018 or thereafter shall be provided retiree medical coverage through the ~~CS~~ Teamster Local 705 H&W Fund. For active retirees as of December 31, 2013, the contribution rates and benefits shall be as specified in the Summary Plan Description.

**ARTICLE 35.
EMPLOYEE'S BAIL, LICENSE, SUBSTANCE AND
ALCOHOL TESTING**

The union wishes to revise drug testing protocol for non- DOT employees regarding the use of legal marijuana.

**ARTICLE 37.
MANAGEMENT-EMPLOYEE RELATIONS**

Section 37.1.

a) The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass, coerce, bully, or overly supervise any employee in the performance of his or her duties. The Employer shall treat employees with dignity and respect at all times, which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee.

Employees shall also treat each other as well as the Employer

with dignity and respect.

The following language is applicable to grievance arising from Article 37 Section 1(a) which allege intimidation, harassment, coercion or over supervision:

Any individual member of management found to the have committed two (2) or more violations of this section within a two (2) year period shall be required to appear in person before the UPS/705 Grievance Committee for any subsequent grievance(s).

Failure of the management person to appear, shall result in a negative inference and payment to the grievant his/her daily guarantee.

No employee shall be disciplined ~~for exceeding personal time~~ based on data received from the DIAD / IVIS, **Telematics, GPS** or other information technology.

The Employer shall allow a minimum of ten percent (10%) of the package car drivers worked in any center off on a daily basis. No package car driver shall be granted more than two (2) requests per month. It is understood that to accomplish the above the Employer may need to provide an earlier start time. ~~It is further understood that the Employer is not obligated to let more than one (1) driver in a loop off at one time.~~ Such requests shall not be submitted during the period from November 15th through the first two full weeks of January.

ARTICLE 39.
OVER 70 POUND SERVICE PACKAGE
HANDLING

Section 39.3. Inside Package Handling Procedures

For the purpose of inside handling, all over 70 pound packages shall be considered to be irregular shipments and shall not be co-mingled with under 70 pound regular packages. No over 70 pound packages shall be placed onto the belt, box line or slide systems used for under 70 pound package operations, ~~except as provided in the Employer's standard irregular handling practices and in accordance with safe packages handling procedures.~~

Where over 70 pound packages are moved by belt, box line or slide system, such packages shall be handled by two (2) bargaining unit employees and/or the use of appropriate lifting/handling devices when requested in good faith by the employee.

No over 70 pound package shall be loaded below the flaps of a drop frame trailer or stacked taller than waist high.

Packages over 150 pounds shall not be picked up. However, if such a package is discovered in the UPS system, the package shall not be handled by one bargaining unit employee unless such package can be reasonably broken down into packages which do not exceed 70 pounds.

ARTICLE 40. AIR OPERATION

c) Air Driver Guarantee and Overtime

1. Fulltime air drivers shall have the same daily and weekly guarantees as provided for regular drivers in this Agreement. They shall receive overtime pay for hours worked in excess of eight (8) hours in a twenty four (24) hour period or in excess of forty (40) hours per week.
2. Less than eight (8) hour air drivers (part time air drivers) who have a regular scheduled start time shall have a ~~three~~ **(3) (4) four** hour daily guarantee. They shall receive overtime pay for hours worked in excess of eight (8) hours in a twenty four (24) hour period or in excess of forty (40) hours per week.
3. Any less than eight (8) hour combination air driver (part time combination air drivers) who works their three (3) hour guarantee shall be guaranteed four (4) hours. They shall be paid overtime for work in excess of eight (8) hours in a twenty four (24) hour period or in excess of forty (40) hours per week.
4. The provisions above do not apply to an air exception driver who performs extra work under Sections 40.1.h, j or k, below.
5. Employees in paragraphs two (2) and three (3) above shall be entitled to all other provisions in this Agreement (such as rest periods, shift differential, bidding to fulltime jobs and layoff provisions, etc.).

6. When a part time employee bids into an air driver classification, his/her seniority shall end tail in that classification. Company seniority shall be retained for vacation purposes.

Section 40.3. Gateway Operations

b). Daily Guarantees

The ~~three (3)~~ **four (4)** hour daily guarantees shall apply whenever possible. Further, the parties agree that in those areas that do not currently have a daily guarantee the following procedure shall apply: If eighty percent (80%) of the employees reporting to a shift work three (3) or more hours for thirty (30) working days within a forty (40) day period, except for peak season, such shift shall be entitled to a ~~three (3)~~ **four (4)** hour guarantee. The Employer may also provide a higher daily guarantee to the extent it does not conflict with the overtime rules in this agreement. Grievances concerning this issue shall be brought directly to the Air UPS/705 Grievance Committee. **At Gateways those performing work with deck-loaders Belt-loaders, pushback and de-icing shall receive an additional \$1.00 per hour premium.**

g). Rain Gear

The Employer shall provide all outside ramp employees **quality, durable** rain gear, to include, pants and tops. Deice crews shall be provided with insulated coveralls, insulated gloves, boots, safety harnesses, masks and rain gear that are large enough to fit over the insulated coveralls.

h). Lightning Ban

UPS employees at the gateway will follow notification and protocol from O'hare Airport for lightning ban.

The gateway operation must have an established five (5) day

workweek with a minimum of ~~three (3)~~ **four (4)** hours of continuous work on all shifts excluding rest periods.

k). Saturday or Sunday Air Work

1. To perform Saturday or Sunday air work the Employer and the Union recognize the need for air drivers other than those regularly scheduled. Qualified part time employees who are interested in performing this work shall so notify the Employer, be certified and be placed in seniority order on a posted qualified air driver list. Such work shall be first offered in seniority order to employees on the qualified list who have not worked more than thirty seven (37) hours in the current week. This work shall then be offered in seniority order to qualified part time employees regardless of hours worked. If the scheduling needs still cannot be met, and additional employees are needed, the Employer may force qualified part time employees in reverse seniority order.
2. These employees shall be paid at the air driver's straight time rate of pay in accordance with Section 40.6 below. Time and one half shall be paid after eight (8) hours per day or after forty (40) hours per week.
3. All employees working as an air driver on Saturday or Sunday under this Section shall have a ~~three (3)~~ **four (4)** hour guarantee.

L). References in this Article to an air driver, part time or fulltime, include employees who, on a scheduled basis, perform (1) only air driving work, or (2) air driving work in

combination with other bargaining unit work.

Section 40.2. Air Walkers

- a). Air Walkers may deliver and/or pickup air packages and shall not drive any vehicle which requires a driver's license in the performance of their duties.
- b). Air Walkers shall not be used to pickup or deliver ground packages.
- c). Air Walkers shall start and end the day in the area they work.
- d). Air Walkers shall be guaranteed ~~three (3)~~ **four 4** hours per day and shall be given a ten (10) minute paid break.
- e). Air Walkers shall be paid in accordance with Section 40.6 below.
- f). Air Walkers shall receive all parttime benefits and conditions of employment as outlined in this Agreement including the right to bid into full time jobs. An air walker position shall be open for bid to current employees prior to filling that position from the outside.
- g). The intent of this Section is not to eliminate present fulltime air jobs and/or combination jobs.

Section 40.6. Wages

All hourly wages for employees covered under Article 40 shall be determined in accordance with this Section, Article 22 and Article 41 where specified.

a. Part-time air drivers including exception air drivers shall be paid as follows:

Start	\$14.50	<u>\$15.00</u>
Seniority	\$15.50	<u>\$16.00</u>
Seniority Date plus 12 month	\$16.00	<u>\$17.00</u>
Seniority Date plus 18 months	\$16.50	<u>\$21.00</u>
Seniority Date plus 24 months	Top rate	

1. Effective August 1, ~~2013~~ 2018 the prior ~~\$24.74~~ \$28.64 twenty-four (24) month (top) rate shall change on August 1st **each year** of the first three years of the Agreement to reflect the agreed upon general wage increases. ~~The last two general wage increases will be applied to the Top Rate on August 1 and February 1.~~

2. Seniority part-time employees entering a part-time air driver job after August 1, ~~2008~~ 2018 shall begin at the seniority rate.

Part-time employees who are awarded a scheduled part time air driver job shall receive progression credit in accordance with the following: for each four (4) days on which exception air work was performed in the two (2) years immediately prior to the bid award, one (1) month of

progression credit shall be granted. In addition, if a bid part-time air driver is displaced, he shall retain his/her progression credit under paragraph (a) for any air exception work. Seniority part-time employees entering a part-time air driver job after August 1, 2008 **2018** shall begin at the seniority rate.

b. Full-time air drivers shall be paid as follows:

Start	\$14.50	<u>\$15.00</u>
Seniority	\$15.50	<u>\$16.00</u>
Seniority Date plus 12 month	\$16.00	<u>\$17.00</u>
Seniority Date plus 18 months	\$16.50	<u>\$21.00</u>
Seniority Date plus 24 months	Top rate	

1. Effective August 1, 2013 **2018** the prior ~~\$26.74~~ **\$30.64** twenty-four (24) month (top) rate shall change on August 1st of **each year** ~~the first three years~~ of the Agreement to reflect the agreed upon general wage increases. ~~The last two general wage increases will be applied to the Top Rate on August 1 and February 1.~~

2. All full-time air drivers in progression on August 1, 2008 **2018** shall be slotted into the full-time progression in paragraph (b) above.

ARTICLE 41. WAGES

Section 41.1. Full-Time Wage Increases

All full-time employees who have attained seniority as of August 1, ~~2013~~ **2018** shall receive the following general wage increases for each contract year. ~~In the first three years of the contract the~~ **The** increase will be effective on August 1. ~~In 2016 and 2017, the increase shall be paid in two (2) equal installments.~~

~~The first half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for the year shall be as follows:~~

~~2013 seventy cents (\$0.70)~~

2018 seventy cents (\$0.70)

~~2014 seventy cents (\$0.70)~~

2019 seventy cents (\$0.75)

~~2015 seventy cents (\$0.70)~~

2020 eighty cents (\$0.80)

~~2016 eighty cents (\$0.80)~~

2021 ninety cents (\$0.90)

~~2017 one dollar (\$1.00)~~

2022 one dollar (\$1.00)

Full time employees still in progression on the effective date of this agreement shall receive the above contractual increases and shall be paid no less than what they are entitled to in accordance with Article 41, section 2 below.

Section 41.2. Full-time Wage Progression

- a. No employee shall be required to complete a full-time

progression more than one time even if he or she transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car or feeder driver job and has not previously held a full-time job which includes driving duties. In such event, the employee shall have a break in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee shall then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

b. The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Section 3 below) position after August 1, ~~2013~~ **2018** shall be as follows:

Start	\$18.75 <u>\$23.00</u>
Seniority	\$18.75
Twelve (12) months	\$19.50 <u>\$28.00</u>
Twenty-four (24) months	\$21.00 <u>Top Rate</u>
Thirty-six (36) months	\$25.00
Forty-eight (48) months	Top Rate

Part-time employees on the payroll as of July 31, ~~2013~~ **2018**

who

subsequently are promoted to full-time employment under this paragraph shall be red circled until such time as the calculated progression rate exceeds that rate. The transfer date shall become his/her full-time start date for purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

This Sub-section shall supersede any provision to the contrary in this agreement.

~~Article 41 Section 2 (c) of the prior Agreement shall remain in effect for all employees in that progression as of August 1, 2013.~~

Section 41.3. Full Time Inside Combination Employees Wages

The rates in this Section shall not apply to any full-time inside jobs guaranteed in Article 22, Section 2 created prior to August 1, 1997. Rather for employees entering those jobs, Article 41, section 2.b. above shall apply.

Part-time employees whose rates are higher than those set forth below who bid into a full-time inside job covered by this Section shall be paid their current inside wage rate plus the general wage increases.

Other part-time employees who bid into a full-time inside job covered by this Section shall be red circled at their current

wage rate until such time as the calculated progression rate set forth below exceeds that rate. The transfer date shall become his/her full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection provided by this paragraph as a result of transferring from one full-time inside job to another full-time inside job.

Start	\$15.00 <u>\$16.00</u>
Seniority plus 12 months	\$16.00 <u>\$17.00</u>
Seniority plus 24 months	\$17.00 <u>\$18.00</u>
Seniority plus 36 months	\$20.00 <u>\$21.00</u>
Forty-eight (48) months	Top Rate

The Top Rate shall be ~~\$26.74~~ \$30.64 plus the general wage increases provided in Section 1 above.

~~For employees who are currently in the above progression as of August 1, 2013, Article 41, Section 3 of the prior Agreement shall continue to apply.~~ When the progression is completed, the employee shall be placed at the then current top rate and shall thereafter be eligible to receive the general wage increases beginning on the next date specified in Article 41, Section 1.

Full-time employees who bid into a full-time inside job covered by this Section shall be paid in accordance with their full-time seniority date. Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job shall be paid the top current rate of the classification.

Section 41.5 Customer Counter Clerks

Start \$16.00 with general wage increases

ARTICLE 42. UNIFORMS

If an employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform, except shirts, shall be furnished and maintained by the Employer, free of charge, and worn at the standard required by the Employer. The wearing of hats and ties is optional with the employee.

The Employer shall supply both a lightweight uniform for summer and a heavier uniform for winter. Each employee shall be issued six (6) pairs of trousers, ~~and~~ ten (10) shirts. **and ten (10) pairs of socks.** The employee shall be allowed to select his/her choice of shirts and trousers in any combination from short sleeved shirts, long sleeved shirts, shirt jacs, light trousers and heavy trousers.

ARTICLE 44. SENIORITY

Section 44.1. Seniority Rights

Full Time employees who wish to transfer to another location for may submit a written request to the Employer.

A. Employees must have attained seniority and been employed by the Employer for at least one year.

B. Job Classification Seniority shall be end tailed.
Company seniority shall be retained for the purpose of
number of weeks of vacation, and number of holidays in
accordance with the applicable Supplement at the new
location. Any expenses, including moving expenses
associated with an approved transfer, shall be the
responsibility of the employees.

Section 44.2. Probationary Employees-Orientation Meetings

b) Attendance at orientation meetings, not to extend beyond three (3) days, shall not count as working days. People attending orientations shall be paid a daily rate ~~seventy five dollars (\$75.00)~~ **One hundred dollars (\$100.00)** for full time and ~~forty dollars (\$40.00)~~ **seventy five (\$75.00)** for part time. **For seniority employees reference 45.3.**

c) Business agents, **assistant business agents or stewards** shall be permitted to attend new employee orientations for the sole purpose of talking about the benefits of Union membership. The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation. The Business agent shall give the Labor Relations Manager forty-eight (48) hour notice of attendance.

Section 44.4. Lay Offs

Part-Time

When it becomes necessary to reduce the part time

workforce on a shift or sort in a building, the employee with the least amount of company seniority shall be laid off first.

Any part time employee exercising his/her seniority rights to displace another employee under the provisions of this Section shall not suffer any reduction in the employee's rate of pay and benefits he/she enjoyed prior to the layoff.

Section 44.6. Route Changes

Temporary:

When a bid area is changed fifty percent (50%) or more, the employee shall have the right to follow the portion in excess of fifty percent (50%) of the delivery stops. If the temporary change involves more than a two-way split, the driver shall be assigned by seniority.

Permanent:

When a driver's bid area is permanently changed by fifty percent (50%) or more of the stops, start time change of more than one (1) hour, or a change of fifty percent (50%) or more of the area or loop, he/she shall have the right to follow whichever portion of his/her bid area he/she desires or allow the job to proceed through the bidding procedure and work as directed. In the event that there are two (2) or more drivers that choose the same split under the above language, seniority shall prevail. **No route shall be broken out more than once per month.**

Section 44.7. Bidding

When any permanent vacancy or opening occurs, it shall be posted for bid and remain posted for five (5) working days.

After completion of the job bidding process, a copy of the bid sheet will be given to the Union Steward upon request.

Package car drivers shall be limited to three (3) successful bids in a calendar year.

Swing and coverage drivers shall bid from a weekly center bid list which shall be posted the week prior. Swing and coverage drivers may elect to cover a weekly bid or cover daily vacancies. If a swing driver or coverage driver elects to bid daily coverage work, he/she shall not bump a driver bidding on weekly coverage work. Weekly coverage is defined as those areas open for the entire week. **Any violation involving weekly or daily bidding, shall entitle the driver to two (2) hours penalty at overtime rate.**

Section 44.8. Training Routes

For every center the company is obligated to bid and maintain at least one two-man over 70 route. For centers with more than 30 routes the company shall add an additional two man over 70 route .

Each center shall bid and maintain at least one (1) shuttle route.

ARTICLE 45. GUARANTEES

Section 45.1. Monday Through Friday Full Time Employees.

Any employee who is assigned to work the regular work week as defined in Section 46.1 shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in

pay in any one (1) day.

Any employee who is called to work but not assigned shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay in any one (1) day. ~~not including the ten percent (10%) employees unless assigned.~~

Section 45.3. Trial Period

Any employee promoted to a higher rated job shall be given a trial for a period not to exceed forty (40) days, at the rate of the higher job. If at the end of the trial period, it is determined that the employee is not qualified or adapted to the new position he/she shall return to the old position, at the same rate of pay which was formerly paid for the old position. The employee shall be afforded this opportunity once per year ~~during the life of the 2013-2018 agreement.~~

Section 45.7. Weekly

~~The first ninety percent (90%) by Seniority of employees in any Center called or put to work during any day of the regular work week shall be guaranteed forty (40) straight time hours of work or its equivalent in pay for such regular work week, but the Employer shall be exempt from such weekly guarantee if (1) an employee at his/her own initiative takes off a regular scheduled work day during such work week or is laid off or discharged for just cause, or (2) the Employer had not directly or indirectly caused a work stoppage, such as fire floods, destruction or national or local emergency, which as approximate result thereof caused a complete stoppage of all or part of the Employer's operation, or (3) the week of~~

~~Christmas and the week of New Year.~~

ARTICLE 48. FEEDER DRIVERS

Section 48.1. Job Bids

In March and September of each year, all feeder jobs in each building shall be posted for bid by classification seniority. Twenty-five percent (25%) of the employees in their classification shall bid weekly. Those who fail or decline to make their selection by the required time period shall be assigned. Such bidding procedure shall be completed by the end of said months. After completion of the job bidding process, a copy of the bid sheet shall be given to the union Steward upon request. In addition to the March and September bid of each year, the feeder drivers shall have unlimited bidding.

If a permanent vacancy, or newly established bid, becomes available in a building, the feeder driver in that building may bid on such openings in seniority order. Any unfilled vacancy shall be first filled from the Local 705 jurisdiction Feeder intent list.

The ten most senior employees who get the necessary certification (permit) will be trained for purposes of gaining their CDL qualifications. Once qualified, these ten employees will be the first employees, eligible in seniority order for peak season and permanent feeder job opportunities only. These ten may be expanded by mutual agreement.

If the company does not maintain the pre-qualified list of ten (10) drivers the company shall be penalized pension payment

for each day and for each number less than the ten (10) drivers that was agreed upon.

If a feeder driver's start time is changed by one (1) hour or more or eliminated, he/she shall have the right to exercise their seniority and displace any junior employee within the feeder classification in their building.

Local 705 shall receive a current, and any future updated list of employees in seniority order, that are on the feeder qualified list, on a monthly basis.

Section 48.2. Cross Town Operation
OPEN

Section 48.3. Tractor-Trailer School

All employees who are interested in qualifying as a tractor-trailer driver, shall so notify the Employer. ~~Such employees in seniority order shall be permitted to attend on their own time,~~ ¶The Employer training program which may be established from time to time as the need occurs. The Employer agrees to furnish the necessary equipment and instructors.

To qualify for attendance at the tractor-trailer school a Union employee must have a one (1) year ~~safe driving record and a~~ clean DMV Abstract Report for the year preceding his/her application to attend the school.

Upon completion of tractor-trailer school, the Employer shall determine whether the employee is qualified to drive tractor-trailers and whether the employee shall be placed on the qualified list. **If an employee goes to an outside**

tractor-trailer school and subsequently becomes a feeder driver, that employee will be reimbursed for the tuition.

ARTICLE 49.

LUNCH PERIOD AND BREAKS

(b) All employees shall receive at least one (1) ~~ten (10)~~ **fifteen (15)** minute paid break.

ARTICLE 51. HOLIDAYS

Section 51.1 Holiday Pay

Employees shall be paid: ~~eight (8)~~ **ten (10)** hours pay for full time employees, ~~four (4)~~ **five (5)** hours pay for part time employees, at the straight time hourly rate for the following holidays: New Year's Day, **Martin Luther Kings Birthday**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, **Christmas Eve**, Christmas Day, December 31st, and ~~three (3)~~ **five (5)** optional holidays, **(the company shall not deny optional holiday requests)** and regardless of the day of the week on which it falls, provided, they comply with the qualifications set forth hereinafter. Holidays, which fall on Sunday, shall be observed on Monday. Where the Employer schedules work on a holiday, such work shall be offered in order of seniority and if not fully staffed the least senior employee(s) shall work the holiday. **Each employee shall receive one (1) hour of sick leave for every forty (40) hours worked, up to forty (40) hours of paid sick leave per year for employees who have worked at least 80 hours within a 120**

day period. Employees also shall carry over to the next year half, or up to twenty hours, of their unused sick leave.

Section 51.2. Holiday Rate

Employees called to work on any of the above listed holidays shall be guaranteed a minimum of ~~eight (8)~~ **ten (10)** continuous hours work or its equivalent in pay at double the regular rate in addition to the ~~eight (8)~~ **ten (10)** hours pay above referred to. Part time employees shall be guaranteed ~~four (4)~~ **five (5)** hours of work or pay on the same basis as above.

Section 51.3. Qualifications

(a) In order to qualify for) ~~eight (8)~~ **ten (10)** hours of straight time pay for holidays not worked, an employee must be employed for ninety (90) days or more and must work his/her regular work day which immediately precedes or follows the holiday unless the Employer agrees to give the employee the extra time off.

Section 51.4. Weekly Guarantee

If the holiday falls on a weekday, Monday through Friday, employees shall be guaranteed forty (40) hours at straight time pay for that week without having to work the holiday. If a holiday falls on a Saturday, employees shall be guaranteed ~~forty eight (48)~~ **fifty (50)** hours at straight time pay for that week without having to work that Saturday except for employees on an alternate work week schedule as defined in Article 46, Section 1(b). In the event the holiday falls on their regularly

scheduled work day, these employees shall be guaranteed forty (40) hours straight time pay for that week without having to work the holiday. If a holiday falls on their sixth or seventh day during the week, these employees shall be guaranteed ~~forty-eight (48)~~ **fifty (50)** hours at straight time pay for that week without having to work their scheduled day off.

Section 51.5. Holiday Shift

- a) If an employee is regularly scheduled or starts to work on the day before the holiday and continues to work into the holiday he/she shall be guaranteed ~~eight (8)~~ **ten (10)** hours of continuous work at the regular straight time hourly rate.
- b) If an employee is regularly scheduled or starts to work on a holiday and continues to work into the following day, he/she shall be guaranteed ~~eight (8)~~ **ten (10)** hours of work at two (2) times his/her regular straight time rate.

Hours worked prior to his/her regular scheduled starting time shall not be credited to his/her eight (8) hours' guarantee.

Section 51.6. Holidays Falling During Lay-off, Illness or Injury

If any holiday falls within the thirty (30) day period following an employee's lay off due to lack of work or because of his/her illness or injury, and such employee is also recalled or returns to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for each holiday, in the week in which he/ she returns to work. Said extra day's pay shall be equivalent to ~~eight (8)~~ **ten (10)** hours at the

straight time hourly rate specified in the Agreement. Such employee who was ill or injured shall receive the difference between the appropriate rate for the extra day's pay and any amount collected from worker's compensation. An employee who was laid off because of lack of work or was ill or injured and is not recalled to or does not return to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Section 51.7. Saturday and Sunday Shift

An employee who is regularly scheduled to work on a Friday shift and works into Saturday shall be compensated at the straight time hourly rate. An employee, who starts to work on Saturday and works into Sunday, shall be compensated at the Saturday rate for all hours worked. An employee who starts to work on Sunday and works into Monday shall be compensated at the Sunday rate for all hours worked.

The above language shall not apply to those employees on an alternate workweek schedule as defined in Article 46, Section 1(b). Those employees shall be paid as follows: An employee who is regularly scheduled to work on their fifth day and works into their sixth day shall be compensated at the straight time hourly rate. An employee who starts to work on their sixth day and works into their seventh day shall be compensated at the sixth day rate for all hours worked. An employee who starts to work on their seventh day and works into the next day shall be compensated at their seventh day rate for all hours worked.

Hours worked prior to the regular scheduled starting time shall not be credited towards the ~~eight (8)~~ **ten (10)** hour guarantee.

ARTICLE 52. VACATIONS

Section 52.1. Eligibility - Full Time Employees

1) Take ~~eight (8)~~ **ten (10)** hours pay in lieu of the holiday to be paid with the vacation.

6) Full time employees who have earned at least two weeks vacation will have the option of declaring that he/she wants to split one of the available weeks of vacation into 5 single days. The employee must declare this option at the time of the vacation selection. Seniority shall prevail in the selection of single days.

ARTICLE 53. SPECIAL VACATIONS

In lieu of three (3) days sick leave, Day after Thanksgiving holiday and employee's holiday set forth in Article 5 of 1976-1979 contract, plus an additional sick day in 1979, employees shall receive fifty (50) hours of vacation pay. (To be eligible, employees must have acquired seniority and be on the payroll

by January 1st of any year. Part time employees receive twenty- five [25] hours.)

The option week of vacation is ~~not~~ subject to the pro-rata provision of Article 52. An employee must be actively on the payroll at the time this week is scheduled and taken.

ARTICLE 54.

DISCHARGE AND SUSPENSION

The Employer shall not discharge or suspend any employee without just cause. No employee shall be suspended or discharged without first being verbally warned and the warning being documented, except for the following offenses:

~~(a) Dishonesty~~

ARTICLE 56. DURATION

Section 56.1.

This Agreement shall be in full force and effect from ~~August 1, 2013~~ **August 1, 2018** to and including ~~July 31, 2018~~ **July 31, 2023** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 56.2.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, ~~2018~~ **2023** or July 31st of any

subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 56.3.

Revisions agreed upon or ordered shall be effective as of August 1, ~~2013~~ **2018** unless otherwise specifically provided. The Employer or Teamsters Local Union 705 shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein.

~~1. Ninety (90) Minute Gap Review~~

~~The Employer shall periodically review full time combination jobs that have over an hour break between segments and where possible shall reduce the gap.~~

UPS Chicago Area Consolidation Hub / Teamster Local 705 Feeder Department Agreement

United Parcel Service, Inc. and IBT Local 705 agree that the following terms shall apply to the CACH Feeder Department:

- ~~1. No more than 10 percent (10%) of the CACH feeder board total shall be bid as Article 22.3 Combination shifter.~~
The current number of Article 22.3 Combination Shifters will be red-circled.

2. No more than fifteen percent (15%) of the CACH feeder board shall be Full-time (Non-CDL) Shifter positions (referred to hereafter as Full- Time Shifter). It is understood that this classification is not intended to eliminate the CDL shift
3. The top rate of pay for the Article 22.3 Combination Shift work shall begin at the midpoint between the Tractor Driver rate and the Inside Jobs (After July 31, 2002) rate. (Article 22.3 Combination Shift employees who at the time of the implementation of this agreement who enjoy a higher rate of pay for the shift portion of the job will be red-circled at that rate until the position is vacated).
4. The top rate of pay for the Full-time Shifter positions shall begin at the midpoint between the Tractor Driver rate and the Inside Jobs (After July 31, 2002) rate.
5. There shall be no cross-over bidding between CDL Feeder and Full-time Shifter feeder boards during the bi-annual bids. (Article 22.3 Combination Shifter employees shall remain separate and do not participate in bi-annual bidding).
6. Full-time Shifters and Article 22.3 Combination Shifters shall have the opportunity to when qualified, add their name to the feeder qualified list should they wish to become CDL Feeder drivers.
7. CDL Feeder drivers desiring a Full-time Shift job shall indicate in writing, to the Company and the Union, their desire to obtain said position at the appropriate rate of pay.
8. No more than twenty-five percent (25%) of any bid start time shall be comprised of bid Full-Time

Non-CDL shift jobs unless by mutual agreement of the Company and the Union.

9. It will be considered a permanent vacancy in accordance with the terms of Article 44. Section 5(b) should an Article 22.3 Combination Shifter work eight (8) hours or more per day in the shifting portion of his/her job. Abuses of this provision will be subject to the grievance machinery.
10. When it becomes necessary to reduce the workforce, the Article 22.3 Combinations Shifters will be laid-off first in reverse order of seniority. Said laid-off employees will have the rights afforded under Article 44. Section 4.
11. When further reductions are necessary, the Full-time Shifters will be laid-off next in reverse order of seniority. Said laid-off employees will have the right afforded under Article 44. Section 4.

This is written to clarify the intent of the Parties with respect to Article 40, Section 1(a). The language contained in 40.1(a) is not intended to allow Air drivers to make ground pick ups prior to the regularly scheduled driver's arrival or sweep high volume accounts. An exception has made the pick up, and is an infrequent and non-routine occurrence.

