

**TENTATIVE AGREEMENT.**  
**BETWEEN**  
**TEAMSTER NEW ENGLAND SUPPLEMENT LOCALS**  
**AND**  
**UNITED PARCEL SERVICE**

Change preamble dates:  
August 1, **2023** through July 31, **2028**

**ARTICLE 45a - EMPLOYEES COVERED**

**No change**

**ARTICLE 46 – LEAVE OF ABSENCE**

**No change**

**ARTICLE 47 - MAINTENANCE OF STANDARDS**

**No change**

**ARTICLE 48 - GRIEVANCE PROCEDURE**

**No change**

**ARTICLE 49 - UNIFORMS AND PERSONAL  
APPEARANCE**

**No change**

**ARTICLE 50 - PAYROLL PERIOD**

**No change**

**ARTICLE 51 - COURT APPEARANCE**

**No change**

## ARTICLE 52 - TIME RECORD

**No change**

## ARTICLE 53 - BREAKDOWNS – IMPASSABLE HIGHWAYS EMERGENCIES

### Section 1 - Breakdowns & Impassable Highways

**No change**

### Section 2 – Emergencies

Any local employee required to sleep away from home shall be reimbursed for his/her hotel and meal expenses and his/her time shall cease from the time he/she puts up except in no case shall he be paid for less than his/her regular guaranteed hours per day, and shall begin again at his/her regular time the next day. This provision shall continue to apply should he be held out more than one (1) day.

In the event that there is a snowstorm or emergency which results in the suspension of operation or impassable streets preventing the service to our customers, the Company will be allowed to ask for volunteers from the current Temporary Cover Drivers (TCD) classifications provided the Union is notified in advance. Said employees will be paid at the top driver rate of pay. The use of these TCD drivers may be extended on a day to day basis provided it is agreed between the Union and the Company. All time worked as a TCD will not count towards seniority but will count towards progression. No TCD will be required to work in this provision above.

## ARTICLE 54 - AIR CONDITIONING

**No change**

## ARTICLE 55 - PART-TIME EMPLOYEES

### Section 1

Part-time employees are defined as employees who, when reporting to work as scheduled, shall receive the guarantee provided in Article 22, Section 5 (b), except for those part-time employees scheduled to work eight (8) hours. Should any part-time employee be required to work beyond the fifth (5th) hour he/she shall be paid

one and one half (1 1/2) times his/her regular hourly rate for those hours worked in excess of five (5) hours on that day.

When an employee elects to accept an assignment to a second shift, prior to the end of their regular shift this provision shall not apply except during the months of October, November, and through January 15<sup>th</sup> of each year.

Part time employees who work eight (8) consecutive hours for a total of thirty (30) days in a sixty (60) day period, excluding coverage and seasonal period, shall create a 22.3 position.

## **Section 2 - Part-Time Bid**

Qualified part-time employees with one (1) year or more seniority may bid on permanent part-time openings and new jobs, except for the period of October 1 through December 31. A permanent new job or vacancy shall be one that has been in existence for a period of thirty (30) days.

Before the job becomes permanent, the Company shall have the right to assign the work. The job selection procedure shall be limited to three (3) moves, the original opening and two (2) others. The Company will fill the fourth (4th) opening.

All eligible, qualified part-time employees shall be afforded the opportunity to put their names on the list of qualified employees desiring to be considered for job openings on a different shift in their building. Each shift shall have separate lists. An eligible, qualified part-time employee may sign his/her name and seniority date to any and all lists, but will be limited to one (1) move per year. The job will be awarded in seniority order. Employees bidding jobs must be pre-qualified.

No more than twenty (20%) of the pre-loaders in any preload operations shall be allowed to change a shift in any twelve (12) month period for any reason.

Within ninety (90) days of ratification, the Company and Union shall meet and agree upon a list of preferred part time jobs.

## **Section 3**

**No change**

## **Section 4**

Company qualified Part-time employees will be permitted to do tractor trailer feeder driving work during the months of June, July, August and the first two (2) full weeks of September and from October 1st<sup>h</sup> thru January 15. Any Company qualified Part - time employee who elects to work in the Feeder department during this time frame will remain in the feeder classification on a week to week basis. Part-time employees will be permitted to move vehicles within the confines of the Employer's

property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building.

Where part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

Part-time employees may place their names on a list for Temporary Cover Drivers. The list will be posted for a two (2) week period effective January 1st and July 1st of each year. This list will be maintained by the Company and any additions to the list will be reviewed with the union steward on the first Monday of each month on a monthly basis (excluding holidays). Qualified Temporary Cover Drivers and Casual Drivers may work during the months of June, July, August, the first two (2) weeks in September, and from October 1<sup>st</sup> through January 15th. Temporary Cover Driver jobs will be filled by part-time employees consistent with Article 57, Section 2 (b) (1). Temporary Cover Drivers will be utilized prior to Casual employees. Temporary Cover Drivers will be recalled based upon earliest date of qualification as a Temporary Cover Driver.

Temporary Cover Drivers shall continue to accrue part-time seniority. Part-time employees who successfully complete a thirty (30) day qualification period working as a Temporary Cover Driver will not have to complete another probationary period as a successful bidder on a regular full-time position. Employees disqualified by the employer will be allowed to attempt to qualify again but must wait for a ~~six (6)~~ three (3) month period from disqualification date before attempting to qualify again. Should the candidate fail to qualify on subsequent attempts he/she must wait ~~twelve (12)~~ nine (9) months before attempting to qualify again. Any employee who self disqualifies himself/herself shall not be allowed to reattempt to qualify for two (2) years.

Once qualified as a Temporary Cover Driver, employees will be assigned to the building in which they are domiciled as a part-time employee. Temporary Cover Drivers shall not be required to perform driving work in other buildings unless mutually agreed to by the Employer and the Union.

(a) While performing cover for full-time seniority drivers part-time employees shall receive the applicable package car driver progression rate of pay as provided by Article 41 of the National Master Agreement or his/her part-time wage rate whichever is higher. Part time employees working as Temporary Cover Drivers shall accumulate progression service time credit which will move them through the progression schedule contained in Article 41. As they reach pay rate anniversaries under the progression schedule they shall receive the appropriate hourly wage rate contained in the schedule or their part-time rate if higher. Upon permanent transfer from part-time to full-time the Company shall recognize the accumulated progression service time under the Article 41 progression schedule and shall place the new full-time employee at the hourly rate provided by the progression schedule

based upon their accumulated progression service time or their part-time wage rate if higher. It is understood that accumulated progression service will only be recognized for wage schedule progression purposes and not for seniority credit on the full-time seniority list.

(b) While working as a Temporary Cover Driver part-time employees shall be paid eight (8) hours straight time for Sick and Personal Days, Holiday, Jury Duty, and Bereavement at the appropriate rate of pay.

(c) Part-time employees who possess a valid Class A license may place their names on a list for Temporary Cover Feeder Drivers. The list will be posted for a two (2) week period effective January 1st and July 1st of each year. This list will be maintained by the Company and any additions to the list will be reviewed with the union steward on the first Monday of each month on a monthly basis (excluding holidays). Qualified Temporary Cover Feeder Drivers and Casual Drivers may work during the months of June, July, August, the first two (2) weeks in September, and from October 15th through January 15th. Temporary Cover Feeder Driver jobs will be filled by part-time employees consistent with Article 57, Section 2 (b) (1). Temporary Cover Feeder Drivers will be utilized prior to Casual employees. Temporary Cover Feeder Drivers will be recalled based upon seniority and qualification as a Temporary Cover Feeder Driver.

Temporary Cover Feeder Drivers shall continue to accrue part-time seniority. Part-time employees who successfully complete a thirty (30) day qualification period working as a Temporary Cover Feeder Driver will not have to complete another probationary period as a successful bidder on a regular full-time position.

Once qualified as a Temporary Cover Feeder Driver, employees will be assigned to the building in which they are domiciled as a part-time employee.

(d) While performing cover for full-time seniority drivers' part-time employees shall receive the applicable feeder driver progression rate of pay as provided by Article 41 of the National Master Agreement or his/her part-time wage rate whichever is higher. Part time employees working as Temporary Cover Feeder Drivers shall accumulate progression service time credit which will move them through the progression schedule contained in Article 41. As they reach pay rate anniversaries under the progression schedule they shall receive the appropriate hourly wage rate contained in the schedule or their part-time rate if higher. Upon permanent transfer from part-time to full-time the Company shall recognize the accumulated progression service time under the Article 41 progression schedule and shall place the new full-time employee at the hourly rate provided by the progression schedule based upon their accumulated progression service time or their part-time wage rate if higher. It is understood that accumulated progression service will only

be recognized for wage schedule progression purposes and not for seniority credit on the full-time seniority list.

(e) While working as a Temporary Cover Feeder Driver part-time employees shall be paid eight (8) hours straight time for Sick and Personal Days, Holiday, Jury Duty, and Bereavement at the appropriate rate of pay.

## **Section 5**

Part-time employees transferring to full-time jobs: After the completion of the job selection procedure as outlined in Article 57, Section 2 the resulting openings will be filled in conjunction with Article 22, Section 4 and as outlined below:

The permanent new job or permanent vacancy will be posted for a period of three (3) days. Part-time employees with ~~nine (9) months~~ three (3) months or more seniority may bid on a full-time opening in the Union jurisdiction in all months, except October, November, and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

The employee awarded the job must satisfactorily complete a thirty (30) work day training period in the package driver classification. An employee who fails to qualify shall not be allowed to bid for six (6) months three (3) months after his/her first disqualification. Should the candidate fail to qualify on subsequent attempts as a full-time employee, he/she must wait twelve (12) months before attempting to qualify again.

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of transfer.

During and after the training period employees will receive the rate of pay as outlined in Article 41, Section 2 of the National Master Agreement.

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee. Upon attaining full-time seniority, any monies owed for vacation, personal holidays and sick days shall be paid off at the employee's part-time rate. Part-time employees that received all paid off sick and personal time shall not automatically be disciplined for taking sick time that would otherwise not warrant discipline. Employees will still be allowed to use the time allotted. Part-time employees who are paid off for their vacation time may elect to take the vacation time selected as a part-time employee; such time will be unpaid.

## **Section 6**

**No change**

## ARTICLE 56 - SUPERVISOR WORKING

No change

## ARTICLE 57 - SENIORITY

### Section 1

(a) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement at the Operating Center, Sub-center or Hub within the jurisdiction of the Local Unions. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

(b) All new employees shall be hired on a thirty (30) days' trial basis and shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. However, the Employer may not layoff, discharge or discipline for the purpose of evading this Agreement or discriminating in any manner prohibited by law. After thirty (30) days' trial period, they shall be placed on the seniority list as seniority employees in accordance with their date of hire provided, however, that an employee must work a minimum of ninety-six (96) hours during his/her thirty (30) days' trial period.

In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

(c) Preference shall be given to employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required.

(d) All time spent in Company orientation programs will not count toward the acquisition of seniority. People attending orientations shall be paid a daily rate of ~~one hundred dollars (\$100)~~ two hundred dollars (\$200) for full-time and one hundred dollars (\$100) for part-time. Part timers going to fulltime orientation will be paid at their current part-time rate or whichever is greater.

### Section 2 – Bidding

(a) Biennial Bid

(1) In each location a schedule of all starting times in each classification shall be posted for the bid on the second Monday in February and shall remain posted for (2) weeks. It is agreed that Regular Package Delivery Routes, excluding Full-Time Cover bids, shall not contain WAD and/or Cover as part of the bid description if the route ran for ~~85%~~ 80% or more of the previous calendar year. Any dispute on the

number of jobs bid without WAD and/or Cover as part of the bid description shall be reviewed with the District Labor Manager.

Package (Metro) driver starting times shall also include the general area of the route and feeder driver starting times shall also indicate if the assignment is over or under 140 miles. No seniority employee shall be required to work in another building outside of their bid domicile when a casual employee is working in the same facility if said casual has worked at least thirty (30) days. Employees who are forced to work in another facility will be assigned in reverse seniority order and will not cross jurisdictional boundaries (current rules in Feeder are not impacted by the agreement). The Employer will provide transportation for the employee to travel between buildings. All time worked will be paid at the premium rate of pay. All employees will be required to punch in and out at their bid domiciled building. Only cover drivers will be allowed to volunteer to go to another building and such selections will be made in seniority order. If the number of volunteers is not sufficient employees will be forced in reverse seniority order starting with (1) casuels, (2) cover drivers, (3) all others.

(2) Full-time seniority employees, in the order of their seniority and provided they are qualified for the job selected, shall have the right to select starting times in any classification (except Lead Drivers) from the schedule posted. Except as provided herein, such selection shall be held until the next bid.

(3) All moves from the bid must be made by June 15th of the year the bidding selection took place. In the event the employer violates this date, the subsequent bids will be on an annual basis in the local jurisdiction in which the violation took place for the duration of this Agreement.

(b) Jobs - Inside to Outside

(1) Between the posting of the schedule, full-time seniority employees, in the order of their seniority and provided they are qualified for the job selected, shall have the right to select a starting time in a classification with a higher hourly rate when a new permanent job opening or vacancy exists in such classification. Any new job in existence for more than thirty (30) days shall be considered a permanent job. Temporary jobs added from October 1 to December 31 shall not be subject to bid.

(2) Between the posting of the schedule, full-time inside seniority employees, in the order of their seniority and provided they are qualified for the job opening, shall have the right to select a starting time in an outside classification. In such cases, the outside classification shall be held until the next bid unless a new permanent job opening or vacancy exists in an outside classification with a higher hourly rate in which event the employees shall have the right to select such openings or vacancies.



(3) Any job vacancies created by retirement, termination, or voluntary resignation, or any other permanent job opening or permanent vacancy between the posting of the schedule shall be posted for all qualified full-time seniority employees in the Local Unions jurisdiction in conjunction with Local Union practice. The job shall be posted within seven (7) days and the bid shall remain posted for five (5) days Wednesday through Wednesday. The job selection procedures shall be limited to three (3). The bids and such moves shall be completed within 45 days. Should a fourth (4<sup>th</sup>) move be required, such move shall be filled by way of the six for one list in compliance with Article 22, section 4.

Temporary vacancies within the Package classification created by long term injury or illness shall be filled by the following method: The Parties agree that Temporary vacancies created by Long Term injury or illness will be bid on the ninety first (91<sup>st</sup>) day. The Parties further agree the temporary vacancy will be posted as an "A" bid consistent with Article 57 and Article 66 Section 1 subsection c. In the event of an injury or illness that results in no long term determination of absence, the Employer will utilize Cover drivers to cover the job for the duration of ninety (90) days. The Union and the Company will discuss an extension of posting if it appears that the employee will be returning to work soon after the ninety first (91<sup>st</sup>) day

(c) Phase-In Procedure

The Company agrees to phase in the changes expeditiously which may result from (A) (1) and (2) above in such a manner as not to disrupt the Company's operations.

(d) When a delivery area is permanently split more than fifty percent (50%), the driver who bid the original route will have the choice of the routes resulting from the split and in this event, his/her choice shall not be considered as a new bid.

(e) Full-time seniority employees will select a bid job at the time of the bid. If an employee fails to select a bid he/she shall be assigned to a job, and such assignment shall be considered a bid for all purposes.

(f) If a seniority problem arises from a job reassignment or job opening as outlined in Article 22, Section 4, within an inside shift, the matter will be referred to the Division Manager and the Local Union Representative for prompt resolution.

(g) Cover drivers within a center will select open jobs to cover by seniority if it is determined no service issue shall arise. Such determination will be made by management but will not be arbitrary. This process shall take place at the start of the workday for all daily cover drivers and selections must be completed within five (5) minutes of the start time.

### Section 3 – Layoff

(a) In the event of an extended layoff the Company and the Local Union shall meet and review the procedures as a result of any jurisdictional bumping. The least senior employee in the classification affected will be laid off or he/she may elect to displace the least senior employee in any other classification provided he/she is senior to the employee he/she is displacing. The displaced employees may then exercise his/her seniority in the same manner in any other classification until the least senior employee is laid off. In all other cases when a bid job is consolidated, discontinued or suspended, the employee shall work as assigned. In the event the bid job is not restored after fifteen (15) ~~workdays~~ ~~calendar days~~ the employee affected may elect to displace any employee in his/her or any other classification provided he/she is senior to the employee he/she is displacing and qualified to perform the job selected. The displaced employee may then exercise his/her seniority in the same manner. Moves resulting from such displacements shall be limited to three (3). Should a fourth (4<sup>th</sup>) displacement result, such displacement shall be made after thirty (30) days.

When there are junior people in the package driver classification working in a building and there are senior people in the same classification who are on layoff in another building within the jurisdiction of the Local and in the same UPS District, pursuant to the preceding paragraph, the senior person will be allowed to take the work by virtue of their seniority in the package classification for the duration of the layoff. When their bid job is again available, the employee shall return to the original center unless a job is posted for bid then the applicable bidding process pursuant to the contract shall prevail.

(b) Full-time employees who have attained full-time seniority prior to August 1, 2018, who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, said employee will be provided with eight (8) continuous hours of work ~~at the appropriate rate for the classification of work performed, except that: at their current rate of pay.~~

- ~~1. If said employee displaces a part-time employee and continues to perform the same work as his/her full-time assignment, he/she will continue to receive his/her regular rate of pay.~~
- ~~2. If in the building there is a part-time employee receiving a wage rate higher than that of the displaced part-time employee(s), the full-time employee will receive such higher rate.~~

(c) Full-time employees who have attained full-time seniority after August 1, 2023, who may be subject to layoff, will be afforded the opportunity to work part-time on

one (1) or two (2) shifts in their building. Said employees who have completed their full-time progression and are receiving top rate of pay in their classification will be paid the top rate of pay provided in Article 41, Section 3, for each hour of work, whether they displace one (1) or two (2) part-time employees.

(1) Said employees will be provide with eight (8) continuous hours of work, if available in their building. When eight (8) continuous hours of work is not available, said employees will be afforded the opportunity to work part-time one (1) or two (2) shifts in their building, including split shifts, if available. The determination of the availability of eight (8) continuous hours will be made by the Labor Manager, Division Manager and the Local Union. It will not be predicated on the creation of work that does not already exist.

(2) For employees covered by the Article 57, Section 3 (c) who have not completed the full-time progression in their classification, the ~~part time rate of pay will be established according to their Company date of hire. employee shall maintain their current progression and shall receive any raises that are applicable. Said layoff time shall count toward progression.~~

(d) ~~When Section 3, Subsections 1 and 2 (A), (B) and (C) above do not apply, the following shall:~~

~~Full time seniority employee in the order of their seniority may elect to take the work of part time workers, if any, for the duration of the layoff. In such cases, the full-time seniority employees will be guaranteed three (3) hours' work at the appropriate rate for the classification of work performed, in addition to all fringe benefits.~~

(e) ~~Section 3 (A), (B), (C) and (D) shall not apply when:~~

1. The Company shall have the right to lay off employees by classification, in seniority order, for one (1) day, excluding Regular Package Car Drivers. The laid-off employees, in seniority order, may elect to displace the least senior employees working in the building as loaders (~~excluding pre-load~~) or unloaders, provided the selection does not interfere with their regularly scheduled job. Full-time employees electing to displace part time loaders or unloaders will be paid at their regular rate for the hours worked on the part-time job.

2. During the first three (3) days of emergencies beyond the Employer's control, such as fire, flood, snowstorm, power failure, T.O.F.C. delays.

During strikes against UPS or other companies which require a reduction of the work force.

#### **Section 4 - Other Applications of Seniority**

**No change**

#### **Section 5 - House Concerns and Acquisitions or Purchases**

**No change**

#### **Section 6 - Loss of Seniority**

**No change**

#### **Section 7 - Military Clause**

The Company shall pay the health and welfare and pension fund contributions on employees on leave of absence for training or for emergencies in the Military Reserve, but not to exceed ~~fourteen (14)~~ twenty-one (21) days, providing such absence affects his/her credits or coverage for health and welfare and/or pension.

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the military Service Act of 1967, as amended, shall be granted all rights and privileges as most recently amended.

#### **Section 8 - Posting of Seniority List**

**No change**

#### **Section 9 - Opening or Closing - Operating Centers,**

**No change**

### **ARTICLE 58 - OTHER BUSINESS**

**No change**

### **ARTICLE 59 - DISCHARGE OR SUSPENSION**

The Employer shall not discharge or suspend any employee without just cause but, in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee personally, or in writing, and a copy of the same to the Union affected except that no warning notice need be given to an employee before he/she is discharged if the cause of such is dishonesty defined as the theft of money or merchandise, deliberate physical assault, possession of

illegal weapons, drunkenness or drinking during working hours (including lunch time and/or break periods), recklessness resulting in a serious accident while on duty or the use or possession of illegal drugs or the carrying of unauthorized passengers. This list of Cardinal Infractions is exclusive, and all other offenses not listed above shall entitle the employee to remain on the job pursuant to Article 7 or alternatively remain in pay status. An employee's bonafide error or failure to accurately recall all events during an interview shall not be considered dishonesty. Any employee discharged for dishonesty shall have a local level meeting involving the Labor Manager or designee and the Business Agent or designee. Such meetings will be held as soon as possible but no later than five (5) business days unless the parties mutually agree in writing to extend the time limit. If for any reason the parties cannot hold the meeting in person, video and/or audio conferencing may be used. Neither party shall unreasonably delay the meeting. Any Local Union having continual disputes with the Company in a particular building regarding dishonesty shall first attempt resolution with the appropriate labor manager. The warning notice, as herein provided shall not remain in effect for a period of more than nine (9) months from the date the employee was first informed that a warning letter will be issued. All discipline notices (Discharge, Suspension, Warning Letters, and all other forms of discipline), issued within the past twelve (12) months, notwithstanding current progressive discipline, will be allowed at the NEAPGC only if they address the same infraction. The only circumstance that would allow any discipline outside of the twelve (12) month timeframe, heard at the NEAPGC, would be current progressive discipline for the same infraction. Discharge must be by proper written notice to the employee and the Union affected.

The Local Union and the Employer agree that all warning notice(s) shall be considered as being automatically protested.

Any employee may request an investigation as to his/her discharge or suspension. Should such investigation by the Employer and the Union prove an injustice has been done an employee, he/she shall be reinstated. If the Employer and the Union are unable to agree on reinstatement, the matter may be referred to the New England Area Parcel Grievance Committee under the terms of this Agreement.

The New England Area Parcel Grievance Committee shall have the authority to order reinstatement or to sustain discharge and full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the Operating Center, Subcenter or Hub area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his/her return to the Operating Center, Subcenter or Hub. If no decision has been rendered on the appeal within thirty (30) days, the case may then be taken up as provided for in Article 48 of this Agreement.

## **ARTICLE 60 - SUNDAY - HOLIDAYS – SICK LEAVE**

### **Section 1**

The following shall be recognized as paid holidays and all full-time seniority employees shall be paid eight (8) hours straight time pay therefore: New Year's Day, **Martin Luther King Jr Day**, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and December 31, irrespective of the day on which the holidays fall. Part-time employees will be paid four (4) hours for holidays.

### **Section 2**

(a) Seniority employees shall be paid for each recognized holiday ~~or the day celebrated as such~~, irrespective of what day of the week the holiday falls on, on the basis of eight (8) hours' straight time rate provided they work any day during the payroll period. Any seniority employee laid off for lack of work shall not be deprived of his/her holiday pay if the layoff does not exceed thirty (30) days' duration. All employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay. Seniority part-time employees will receive four (4) hours' holiday pay provided they work any part of one (1) day in the holiday week.

(b) Employees hired to cover vacation throughout the year, after having been on the payroll for ninety (90) calendar days, will be paid for all recognized holidays, provided they work three (3) days in the payroll period.

### **Section 3**

**No change**

### **Section 4**

**No change**

### **Section 5**

**No change**

## **Section 6 - Personal Holidays**

**No change**

## **Section 7 - Sick Leave**

**No change**

## **Section 8 - Options**

The five (5) sick days in Section 7 above or two (2) sick days combined with the three (3) personal holidays in Section 6 above may be used to provide the following options for all seniority employees on the payroll a minimum of one (1) year:

### **Option 1.**

An additional one (1) week vacation consisting of five (5) consecutive days off with forty (40) hours' pay for eligible full-time employees and twenty (20) hours' pay for eligible part-time employees at their regular straight time rate.

### **Option 2.**

Forty (40) hours' pay for eligible full-time employees and twenty (20) hours' pay for eligible part-time employees to be paid at their regular straight time rate, in addition to the regular vacation pay during any vacation period preselected by the employee.

### **Option 3.**

Forty (40) hours' pay for eligible full-time employees and twenty (20) hours' pay for eligible part-time employees to be paid at their regular straight time rate in the last full pay period of the contract year.

### **Option 4.**

All seniority employees electing not to take Option 1, 2, or 3, are entitled to three (3) optional holidays per year subject to the optional holiday provisions in Section 1 (b) 6 above. Optional holidays will be paid at the employee's straight time hourly rate, eight (8) hours for full-time employees and four (4) hours for part-time employees. All employees must notify the Company what Option they are selecting one (1) month prior to the posting of the vacation list.

In any event, no employee shall be entitled to more than three (3) personal holidays or five (5) sick days in any contract year.

### **Option 5.**

Any employee may elect to contribute up to one hundred percent (100%) of an option week payment to the Teamsters-UPS National 401K plan, as applicable per the plan rules.

## **Section 9 - Disciplinary Action**

**No change**

## **ARTICLE 61 – VACATION**

### **Section 1**

Seniority employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred and thirty five (135) days during that year, including any absence resulting from the performance of duties under this Agreement shall receive one (1) week's vacation with pay. After the first (1st) year of employment, if any employee has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive one (1) week's vacation with pay.

After completion of his/her second (2nd) year of employment, if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive two (2) weeks' vacation with pay.

After the completion of his/her tenth (10th) year of employment, if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive three (3) weeks' vacation with pay.

After the completion of his/her fifteenth (15th) year of employment, if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive four (4) weeks' vacation with pay.

After completion of his/her twentieth (20th) year of employment if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive five (5) weeks' vacation with pay.



After completion of his/her twenty-fifth (25<sup>th</sup>) year of employment if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive six (6) weeks' vacation with pay.

After completion of his/her thirty-fifth (35<sup>th</sup>) year of employment if he/she has worked a minimum of one hundred and twenty (120) days since his/her anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he/she shall receive seven (7) vacation weeks' vacation with pay.

**Section 2**

**No change**

**Section 3**

**No change**

**Section 4**

**No change**

**Section 5**

**No change**

**Section 6**

The vacation schedule must be posted by the Employer not later than March 1 to allow employees, in order of their seniority, to make their vacation selections. The vacation schedules shall remain posted for thirty (30) days. Employees in the first fifty percent (50%) from the top of the seniority list must make their selection within the first fifteen (15) days after posting. Balance of the seniority list shall make the selection in the remaining fifteen (15) days. Any employee failing to make his/her selection during such periods shall be assigned whatever vacation period may be open. The completed vacation schedule shall remain posted from May 1 through April 30.

**Vacation Eligibility**

**Years of Service Total Weeks of Vacation**

1	1
2	2

10	3
15	4
20	5
25	6
<u>35</u>	<u>7</u>

**Section 7**

**No change**

**Section 8**

**No change**

**Section 9 - Summer Vacations**

(a) During each week of the months of June, July and August, and the first two **full** weeks of September the Company will afford fifteen percent (15%) of the eligible employees in each Center the opportunity to receive a vacation. Selection shall not be mandatory.

(b) The Company will attempt to offer the opportunity to cover driver vacations to as many full-time inside employees as possible, provided there is no disruption in the Employer's operations.

(c) The Company will offer the opportunity to cover tractor-trailer vacations to as many tractor-trailer qualified employees as possible.

**Section 10**

**No change**

**Section 11**

**No change**

**ARTICLE 62 - EXAMINATION AND INSPECTION FEES**

**No change**

## ARTICLE 63 - OTHER EQUIPMENT

No change

## ARTICLE 64 - BREAK PERIOD

There will be two (2) ten (10) minute breaks each workday, ten (10) minutes in the A.M. between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) hours and ten (10) minutes in the P.M. between the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) hours. Part-time employees working on a shift greater than six (6) hours or area practice will be eligible for a ten (10) minute break. All part-time employees who work six (6) hours or more shall not punch out without taking a second ten (10) minute break.

All employees working more than ten (10) hours will be paid a twenty (20) minute break. The twenty (20) minute break must be completed by the end of the eleventh (11<sup>th</sup>) hour except during the months of November and December.

## ARTICLE 65 – FEEDER

### 1. Feeder Drivers' Work

- a. Feeder Drivers of the IBT Locals party to this Agreement or any IBT Locals that have Agreements with UPS shall load, unload and sort as directed in any of the Company's locations.
- b. Feeder Driver work shall include but not be limited to pick up and deliver trailers at rail yards, airports, off-site pad areas, satellite facilities, and any other United Parcel Facility or Customer Feeder Driver shall not perform pick up or delivery work within the Operating Center, Subcenter or Hub City or the towns and cities contiguous thereto, except in their Local Union area, unless mutually agreed by the Negotiating Committee.
- c. Feeder Drivers shall deliver and/or pickup trailers at rail yards, airports or any of the Employer's locations.

Feeder Drivers shall balance any and all equipment at any of the Employers locations inclusive of rail yards, airports, off site pad areas, satellite facilities and any other United Parcel Service facility or customer location.

- d. Tachographs shall not be used to time a run and shall not be used as evidence against any driver for any reason.

e. Any tractor trailer work would be classified as feeder work and shall receive the appropriate rate of pay.

f. When a starting time is changed, or a destination change, a leg is added or deleted or any change to the bid in the feeder classification, it will be subject to bid by the employees in the affected group. Customer Pick Up (CPU) may be subject to re-bid if the bid drivers earning potential is diminished as a result of a deletion of such Customer Pick Ups (CPU). The employer agrees to review all additions and deletions with the Local Union or its designee prior to any postings.

## 2. Tractor Trailer Qualified List

An employee may remove himself from the tractor trailer qualified list if:

- a. The employee has been on the list working as a tractor trailer driver for a period of two (2) or more years.
- b. The employee notifies the Company thirty (30) days prior to posting of the annual bid.

## 3. Casual Feeder Drivers

Any employee who is not currently qualified will be given an opportunity to do so as provided for below:

a. Employees who are interested in qualifying as tractor trailer drivers will so notify the Company. These employees, in seniority order, provided they meet the Employer's qualifications for attendance, will be given an opportunity to attend one of the Company tractor trailer schools. Such employees shall be compensated at their regular straight time hourly rate while attending school. The school may be conducted on Saturdays. The school will be conducted when the need for additional tractor trailer drivers arises in any given location or locations. The Company agrees to furnish the instructors and necessary equipment.

The company agrees to furnish instructors and necessary equipment so as to establish a bench which will be no less than ~~10% (ten percent)~~ 12% (twelve percent) of the bid feeder jobs in each Local Union's jurisdiction which require a CDL. The ~~10% (ten percent)~~ 12 % (twelve percent) shall be based on the number of bid feeder jobs requiring a CDL in existence as of March 1<sup>st</sup> and September 1<sup>st</sup> of each year. Any dispute shall be referred to the Co-Chairs of the NEAPGC for resolution. In the event the Co-Chairs cannot resolve the dispute, the matter will be referred to the Grievance Procedure. In the event the feeder bench falls below ~~10% (ten percent)~~ 12% (twelve percent) the following language shall apply excluding peak season, October 15<sup>th</sup> through January 15<sup>th</sup>.

Employees who currently possess a valid CDL A license must notify the feeder division manager in writing of his/her desire to be qualified for feeders. Upon written notification the following shall apply:

1. Within fifteen (15) calendar days of notification the Employer will schedule a road test for said Employees.
2. Within thirty (30) calendar days after successful completion of the road test, Employees will be trained under the eighty (80) hour non-productive/productive training requirement.
3. Employees who qualify will be allowed to displace casuals currently working within the feeder classification and or return to their original classification if not needed in the feeder department.
4. Employees disqualified by the employer will be allowed to attempt to qualify again but must wait for a six (6) month period from disqualification date before attempting to qualify again. Should the candidate fail to qualify on subsequent attempts he/she must wait twelve (12) months before attempting to qualify again. Any employee who self disqualifies himself/herself shall not be allowed to reattempt to qualify for two (2) years.

The Employer will not utilize lack of training personnel as subterfuge to avoid the criteria above.

In the event there is not sufficient instructors or equipment to maintain this bench, the Company may use outside tractor-trailer schools, including those run by various Local Unions. All other conditions shall apply.

Casual Feeder Driver will not be utilized until feeder qualified drivers on the TTQ list working in another classification are offered the work. Those intending to work in Feeders during peak must notify the Company of their intent in writing by October 1<sup>st</sup> of each year. This declaration will be binding for that year.

- a. To qualify for attendance at the tractor trailer school, an employee must not have had an avoidable accident during the year preceding his/her application to attend school.
- b. To be eligible to move from the qualified list to a tractor trailer job, an employee must not have had an avoidable accident during the year preceding his/her bid on or assignment to a tractor trailer job.
- c. When an employee successfully completes the tractor trailer school he/she will be added to the qualified list.

All peak jobs prior to December 1<sup>st</sup> inclusive of new jobs will be subject bid prior to a casual being assigned to a specific job. If the seniority list is exhausted, the employer has the right to assign a casual the work.

d. When it is necessary to fill a tractor trailer job from the qualified list, the employees on the list in the Center or Hub where the opening exists will be offered, in seniority order, an opportunity to fill the position. In the event no employee on the qualified lists elects to fill the opening, the least senior employee on the list will be assigned the job.

## **ARTICLE 66 - HOURS OF WORK AND OVERTIME**

### **Section 1**

(a) Five (5) days shall constitute a normal week's work for local employees from Monday to Friday or Tuesday to Saturday, inclusive, subject to applicable provisions in the National Master Agreement, and the hours of labor each day shall be worked in uninterrupted succession. All time worked in excess of eight (8) hours per day shall be paid for as overtime at one and one-half (1 1/2) times the normal rate.

(b) Full-time Regular Package Car Drivers (RPCD's), shall have a work-week of five (5) consecutive days, Monday-Friday or Tuesday-Saturday, subject to applicable provisions in the National Master Agreement. All other existing full-time classifications with work schedules other than Monday through Friday or Tuesday through Saturday shall maintain the same work schedules.

(c) The schedule when changed shall be posted by the Employer on Monday to become effective on the following Monday.

(d) All full-time classifications currently receiving the premium rate of pay for working Sundays shall continue to receive the premium rate of pay for working Sundays.

### **Section 2**

**No change**

### **Section 3**

(a) Any employee who is called or reports as scheduled, unless advised not to report, shall be guaranteed a minimum of eight (8) hours' work or pay.

(b) All employees required to report for work on the sixth (6th) report in a payroll period shall be guaranteed a minimum of eight (8) hours' work at their applicable premium rate of time and one half (1 1/2). All full-time seniority employees hired

after July 31, 1987, on their sixth (6th) and seventh (7th) report in a payroll period will be paid time and one-half (1 1/2) the normal rate. Any time worked in excess of eight (8) hours on these days shall be paid for at one and one-half (1 1/2) times the normal straight time rate through the tenth (10th) hour. Any time worked in excess of ten (10) hours on these days shall be paid for at one and one-half (1 1/2) times the applicable premium rate. Regular Package Car Drivers (RPCD) shall not be forced to work on a 6<sup>th</sup> or 7<sup>th</sup> punch.

(c) All part-time employees who work on an unscheduled Saturday or Sunday or both Saturday and Sunday will be paid the applicable premium rate of pay.

(d) Except for meal time, working time for all employees shall start when they are instructed to report and do report at the Operating Center, Subcenter or Hub and shall continue until relieved from duty at same regardless of occupation. Employees shall be allowed time out for meals which shall be one (1) hour and shall not begin until the employee has worked four (4) hours except for inside employees whose lunch hour may begin after they have worked three and one-half (3 1/2) hours but must begin before he/she has completed five (5) hours of work. All Regular Package Car Drivers (RPCD) and Feeder Drivers shall take a thirty (30) minute meal period. Any employee who is ordered to work during any part of his/her meal period shall be paid for the full meal period and shall be allowed and must take twenty (20) minutes to eat lunch and such time shall be considered as time worked. Any employee who is ordered to work during any part of meal period, who has a one (1) hour meal period shall be guaranteed nine (9) hours' pay for that day. Any employee who is ordered to work during any part of meal period, who has a thirty (30) minute meal period shall be guaranteed eight and a half (8.5) hours' pay for that day.

## **ARTICLE 67 - WAGES AND ALLOWANCES**

### **Section 1**

**No change**

### **Section 2**

**No change**

### **Section 3**

**No change**

## Section 4

### No change

## Section 5 – Helpers

Package driver helpers will be used from the Monday of the week prior to Thanksgiving week until January 15<sup>th</sup> of any contract year. Such employees shall receive ~~\$10.35~~ \$20.00 per hour for the life of the Agreement. Helpers when required by the Employer will punch his/her own time card at the beginning and end of the work day. Helpers will be paid based on hours worked. Helpers will not be allowed to do any driving work whatsoever.

Helper operating plans will be reviewed with the Local Union.

Current part-time employees used to supplement helper needs will be paid ~~\$11.00~~ \$20.00 per hour for hours worked. If a current part-time employee is working at a higher rate than the helper rate, they shall receive the higher rate for the entire day per Section 3 above. A part-time employee shall be paid at a premium rate for all hours over eight (8) when working their classification and helper work.

## Section 6 – Wage Schedule

Full-Time Employees

Increase all Classifications	8/1/ <u>23</u>	8/1/ <u>24</u>	8/1/ <u>25</u>	8/1/ <u>26</u>	8/1/ <u>27</u>
	<u>\$2.75</u>	<u>\$0.75</u>	<u>\$0.75</u>	<u>\$1.00</u>	<u>\$2.25</u>

## ARTICLE 68 - HEALTH AND WELFARE

### Section 1

(a) The Health and Welfare Funds which have been established by prior agreement between the Employer and the Union shall be continued in effect without interruption, except as further provided herein.

(b) Commencing with the first day of August 2023 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, or casual employee irrespective of his/her status as a member or nonmember of the Local Union from the first hour of employment subject to this Collective Bargaining Agreement as follows. Health and Welfare contributions will not be made on temporary helpers as defined in Article 67, Section 5.



## Section 2

Effective August 1, 2023 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$14.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$576.50 per week for any one employee.

Effective August 1, 2024 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$14.9125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$596.50 per week for any one employee.

Effective August 1, 2025 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$15.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$616.50 per week for any one employee.

Effective August 1, 2026 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$15.9125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$636.50 per week for any one employee.

Effective August 1, 2027 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$16.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$656.50 per week for any one employee.

\* Subsequent contribution increases will be made pursuant to the terms and conditions outlined in Article #34 of the National Master Agreement for the life of this Agreement.

Commencing with the first day of August 2023 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Fund as follows:

- (1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on lay-off status during any payroll period but has completed three (3) days' work in that pay period and;
- (2) The Employer agrees to make contributions up to a maximum of twenty (20) hours on behalf of a regular part-time employee who may be on lay-off status during any

payroll period but has completed three (3) days of work in that pay period. For the purpose of this Section each hour paid for, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or part-time employee as provided above, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks in some other Health and Welfare Fund.

All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding and the Employer shall be liable for all costs of collecting the payments due together with the attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement. No oral or written modification of this Article shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work with the scope of this Collective Bargaining Agreement and covered by this Article or upon the trustees of the respective Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the Company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions.

The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

### **Section 3**

**No change**

## **ARTICLE 69 - PENSION FUND**

### **Section 1**

The Employer agrees to continue to make payments to the New England Teamsters and Trucking Industry Pension Fund for each employee covered by this Agreement as follows:

(a) Commencing on the date the Employer reenters the Fund pursuant to the Withdrawal and Reentry Agreement, and for the duration of the current Collective Bargaining Agreement between Local Unions and the Employer and the time period specified in the parties' Memorandum of Understanding on Article 69, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, temporary or casual employee, irrespective of his/her status as a member or a nonmember of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

~~Commencing with the first day of August, 2018, the said hourly contribution rate shall be \$ 6.20 but not more than \$248.00 per week for any one employee.~~

~~Commencing with the first day of August, 2019, the said hourly contribution rate shall be \$6.20 but not more than \$248.00 per week for any one employee.~~

~~Commencing with the first day of August, 2020, the said hourly contribution rate shall be \$ 6.20 but not more than \$248.00 per week for any one employee.~~

~~Commencing with the first day of August, 2021, the said hourly contribution rate shall be \$ 6.20 but not more than \$248.00 per week for any one employee.~~

Commencing with the first day of august, **2023**, the said hourly contribution rate shall be \$11.15 but not more than \$446.00 per week for any one employee. This shall satisfy the Company's obligation to bargain pursuant to Section 8 of the parties September 16, 2012 Memorandum of Understanding.

**An increase will be paid by the Company on August 1 of each applicable year, not to exceed \$0.50 annually, in accordance with any maintenance of benefits obligation adopted by the Trustees of the New England Teamsters Pension Fund in connection with the Fund's rehabilitation plan.**

1.The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period and;

2.The Employer agrees to make contributions up to a maximum of twenty (20) hours on behalf of a seniority part-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

3.For purposes of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

4.If a seniority employee (as defined in the Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

5.The Union and UPS acknowledge and agree that UPS shall cease to have an obligation to contribute to and completely withdraw from the NETTI as of September 16, 2012 at 11:59:00 and as set forth in the Withdrawal Agreement, and shall reenter the NETTI and have a new obligation to contribute to the NETTI as of

September 17, 2012 as set forth herein and in accordance with the Reentry Agreement.

(a) Subject to the Withdrawal and Reentry Agreement, the Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(b) The parties agree that the pension plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(c) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this Collective Bargaining Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the Collective Bargaining Agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund. If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Collective Bargaining Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement. It is understood and agrees that once a payment or payments are referred to an attorney

for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(d) No oral or written modification of this Section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this Section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(e) All employers contributing hereunder shall post each month at each terminal or other place of business where employees have such access thereto an exact copy of the remittance report form of contributions sent to the fund.

(f) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 65, Section 1 (d), such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(g) Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the Company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

## ARTICLE 70 - CENTER CLERKS

### Increases below

#### Section 2

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8/1/ <u>23</u>	8/1/ <u>24</u>	8/1/ <u>25</u>	8/1/ <u>26</u>	8/1/ <u>27</u>
<u>\$2.75</u>	<u>\$0.75</u>	<u>\$0.75</u>	<u>\$1.00</u>	<u>\$2.25</u>

## ARTICLE 71 – MECHANICS AND MAINTENANCE

This Supplement to the National Master United Parcel Service, Inc. Agreement for the period August 1, 2023 to July 31, 2028 shall apply to all automotive and maintenance employees, employed by United Parcel Service in the Jurisdiction of Union Locals 191, 443, 493, and 671. ~~and 677~~. Except as otherwise provided herein, the provisions of the New England Area United Parcel Supplement shall apply to said employees.

### Section 1 - Wages and Allowances (add wage increases)

(a) All new full-time employees in the Journeyman Mechanics, Journeyman building/Equipment Repairmen Classification will start at seventy-five percent (75%) of the applicable rate in effect on July 31, 2023 which will be used to calculate the progression rate for the life of this Agreement. All others will be paid in accordance with the progression in Article 41 Section 2.

Start	75%
Seniority	85%
Seniority date plus 6 months	95%
Seniority date plus 12 months	Top Rate

(b) The rate of pay for utility employees will be seventy-five percent (75%) of the prevailing rate of the Partsman Second Class classification. A new utility employee, full-time or part-time, will start at fifty cents (\$.50) per hour less than the above mentioned rate and will receive a twenty-five cent (\$.25) per hour increase when gaining seniority and an additional twenty-five cent (\$.25) per hour after six (6) months of employment.

Increase all classifications

Rate					
s Per	8/1/23	8/1/24	8/1/25	8/1/26	8/1/27
Hour	<u>\$2.75</u>	<u>\$0.75</u>	<u>\$0.75</u>	<u>\$1.00</u>	<u>\$2.25</u>

### **Section 2 – Call-In Time**

Any mechanic who is off duty may be called in for emergency or road work with a minimum of four (4) hours' work or pay at the applicable premium rate.

### **Section 3 – Tool Replacement**

Seniority journeyman employees will be given ~~a six-hundred (\$600.00)~~ an eight-hundred (\$800.00) tool allowance after taxes. This allowance will be included in the weekly payroll check for the first (1st) full week of January in every calendar year starting January ~~2019~~ 2024.

### **Section 4 - Apprenticeship Program**

No change



**Section 5 – Subcontracting**

**No change**

**Section 6**

**No change**

**ARTICLE 72 – TRAINING**

**No changes**

**MEMORANDUM OF UNDERSTANDING**

Recognizing that the issues concerning Article 22.3 language are being negotiated by the National Committees, the parties agree that should there be no changes or agreements reached at National Negotiations concerning Article 22.3 issues, the Company and Local Union agree to meet after ratification to discuss local grievances resulting from the elimination of 22.3 jobs dating back to 2008 and to comply with the National Bargaining Committee Agreement.

**MEMORANDUM OF UNDERSTANDING**

The Employer shall create two hundred fifty (250) new permanent full-time jobs in New England during the life of this Agreement as follows:

1. Within ninety (90) days of ratification the Employer shall create fifty (50) new permanent full time 22.3 jobs.
2. On August 1, 2024, the Employer shall create fifty (50) new permanent full time 22.3 jobs.
3. On August 1, 2025, the Employer shall create fifty (50) new permanent full time 22.3 jobs.
4. On August 1, 2026, the Employer shall create fifty (50) new permanent full time 22.3 jobs.

5. On August 1, 2027, the Employer shall create fifty (50) new permanent full time 22.3 jobs.

No later than July 1 of each year, the NEAPGC Co-chairs or their designees shall meet to discuss what facilities the new jobs shall be created in and what the job content shall be. The affected Locals and the NEAPGC Co-chairs shall be notified in writing no later than July 15 of each year with the following info: Number of new jobs created in each facility and job content.

