



## SUMMARY OF THE Teamsters Atlantic Area Tentative Agreement

- Increased pay for orientation, package driver helpers, and regular temporary drivers.
- Created opportunities for part timers to take full-time jobs at other centers within the local's jurisdiction before the company hires off the street, and for part timers to bid on automotive mechanic positions, if qualified, before the company hires off the street.
- Stopped the company's abuse of package training routes.

# TEAMSTERS ATLANTIC AREA

## TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

*covering:*

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

### ARTICLE 46 ACQUISITION OF SENIORITY

#### Section 1

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular seniority list and his seniority date shall be the first day worked within any ninety (90) day period of his employment. He shall be placed on the seniority list of the classification in which he worked. In case of discipline within the probationary period, the Employer shall notify the Local Union in writing.

Time worked from November 1 through December 31 of each year shall not accrue towards seniority. Any employee who is retained after December 31 or recalled within sixty (60) days after December 31 must work thirty (30) days in a ninety (90) consecutive day period commencing with the first day worked after December 31. However, those employees hired prior to November 1 and retained after December 31 or recalled within sixty (60) days will retain credit for the number of days worked prior to November 1. These days retained will count towards the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first day worked after December 31. November and December shall not be used in computing the ninety (90) consecutive day period. These employees shall acquire seniority as of the date of their original employment. Seasonal employees hired from outside sources prior to November 1 and retained after December 31, will retain credit.

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he may be

discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular seniority list and his seniority date shall be the first day worked within any ninety (90) day period of his employment. He shall be placed on the seniority list of the classification in which he worked. In case of discipline within the probationary period, the Employer shall notify the Local Union in writing.

Time worked from November 1 through December 31 of each year shall not accrue towards seniority. Any employee who is retained after December 31 or recalled within sixty (60) days after December 31 must work thirty (30) days in a ninety (90) consecutive day period commencing with the first day worked after December 31. However, those employees hired prior to November 1 and retained after December 31 or recalled within sixty (60) days will retain credit for the number of days worked prior to November 1. These days retained will count towards the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first day worked after December 31. November and December shall not be used in computing the ninety (90) consecutive day period. These employees shall acquire seniority as of the date of their original employment. Seasonal employees hired from outside sources prior to November 1 and retained after December 31, will retain credit for the number of days worked prior to November 1. These days retained will count towards the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first day worked after December 31, and their seniority dates shall be the first day worked after December 31. Seasonal employees, when hired, shall be notified they are seasonal. Upon request, the Employer will provide a list of peak season employees to the Local Union.

Attendance at orientation meetings, not to extend beyond five (5) days, shall not count as working days. After successfully qualifying within the ninety (90) consecutive

day period, these employees shall acquire seniority as of the first day of orientation. Orientation pay, ~~for newly hired employees, shall be eight dollars and fifty cents (\$8.50) per hour~~ **paid in accordance with the start rate as outlined in Article 22, Section 5 of the National Master Agreement** for ~~all part-time employees for all hours worked, and all work performed. Employees shall be paid at nine dollars and point three seventy-five cents (\$9.375) per hour during full-time orientation,~~ except that actual work performed within the classification will be paid at the appropriate contract rate. Upon qualifying in the new job assignment, current seniority employees shall be compensated the difference between the orientation rate and the applicable rate for the classification of work for time spent in orientation. The Company agrees that employees shall be reimbursed any expenses above normal if they are required to travel out of town for orientation including travel expenses, motel, meals, etc. Meal costs shall not exceed amounts listed in Article 59.

### **Section 5 - Package Area Bids**

- A. There shall be area bids for all full-time package delivery drivers in accordance with Section (3A) above. These bids shall be posted annually on the second Monday in ~~January~~ **February**. All bids will have route numbers and start times. Delivery drivers in the order of their seniority shall be permitted the opportunity to bid the area of their choice within their center. Such area bid shall not be considered as a move for the purpose of a bid on a new vacancy as outlined in Section 6(A).

### **Section 6 - (Package) New Jobs and/or Permanent Vacancies**

- A. Package drivers shall be given the preference to select in their building, based on seniority, permanent vacancies or when a permanent new area is established. The employee shall be limited to one move each year. In the event of an emergency or possible service delay, the Company may temporarily reassign the driver another area within the center. The vacancy created by this move shall be filled by the Company. After ratification, all employees obtaining a package driver position are required to remain in the classification for two (2) years.

All permanent vacancies and permanent new areas shall be bid by seniority to all package drivers in that building. If not filled or this creates another vacancy, such vacancy shall be bid by seniority in the building including any tractor trailer driver who meets the requirements of this Agreement and has expressed in writing his desire to bid back to package. The vacancy created by this move shall be filled by the Company. It is agreed by the parties that permanent vacancies, including all package cover drivers, shall be replaced with full-time employees at the time of the vacancy pursuant to the bidding procedure as outlined in this section. When a package driver's bid area is

geographically permanently (thirty (30) calendar days) changed by fifty percent (50%) or more, the driver will have the option to choose which portion of the delivery area he will keep, excluding November and December.

During the year between posting of the schedule, Package Pickup and Delivery Drivers in the order of their seniority shall have the right to move to another center within the same building when a new permanent job or vacancy occurs. The Employer will fill the third opening which results from the above procedure. The employee shall be limited to one move each year. The Company will designate training areas in each center, not to exceed fifteen percent (15%) of the total areas in each center. Once a route has been designated and bid as a training route, it will not be changed prior to the next bid.

**If there is a claim that a single training route is being utilized excessively without utilizing the other training routes in the center, the driver who holds the bid may file a grievance. If the parties are unable to settle the grievance, it shall be referred directly to the Co-Chairs of the AAPGC for resolution.**

### **Section 11 - Opening, Closing or Partial Closing**

Opening, closing or partial closing of operating centers covered by this Agreement:

Whenever a center or hub is closed or partially closed and the work is transferred to or absorbed by another center or hub, those employees whose jobs are actually transferred may either follow their work and have their seniority dovetailed in the new center or be allowed to exercise their seniority. Part-time employees shall be entitled to follow the part-time work under the same procedure, including the return procedure.

- A. Partial center or hub opening or closing, the following procedure shall apply:
1. The employee affected may displace any junior employee in the center.
  2. The employee displaced by this move may displace any junior employee in the center.
  3. The employee affected by that move shall displace the least senior employee in his classification within the building.
- B. Total closing of center or hub, the following procedure shall apply:
1. The employee affected may displace any junior employee in his classification within the building.
  2. The employee affected by that move may displace any junior employee in his classification within the building.

3. The employee affected by that move shall displace the least senior employee in his classification within the building.

If any of the employees whose work is transferred elect not to follow their work then the remaining employees in the classification within the building in which the work was transferred may elect in seniority order to follow the transferred work and have their seniority dovetailed in the new center or hub. Such work must remain in the new center for at least thirty (30) working days to become a permanent transfer.

Article 38, Section 2 shall not be applied until the work has become a permanent transfer as outlined above.

If the least senior employees in the classification as outlined in A.3 and B.3 above, elect not to fill the remaining vacancies, the employees 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)~~ **three and one-half (3½)** hours work at the appropriate rate of pay for the work performed. If the least senior employees elect not to fill the remaining vacancies, and elect not to take the work of part-time employees, the Company will consider them as laid off employees for the purpose of unemployment compensation.

## ARTICLE 53 WAGES AND HOURS

### Section 1

#### Classifications

~~8/1/13 8/1/14 8/1/15 8/1/16 2/1/17 8/1/17 2/1/18~~  
**8/1/18 8/1/19 8/1/20 8/1/21 8/1/22**

Package Pickup and Delivery Drivers, Feeder Drivers  
~~\$32.99 \$33.69 \$34.39 \$34.79 \$35.19 \$35.69 \$36.19~~  
**\$36.89 \$37.64 \$38.44 \$39.34 \$40.34**

Tractor-Trailer Drivers  
~~\$33.09 \$33.79 \$34.49 \$34.89 \$35.29 \$35.79 \$36.29~~  
**\$36.99 \$37.74 \$38.54 \$39.44 \$40.44**

Truck-Truck or Truck-Pup Drivers  
~~\$33.09 \$33.79 \$34.49 \$34.89 \$35.29 \$35.79 \$36.29~~  
**\$36.99 \$37.74 \$38.54 \$39.44 \$40.44**

Preloader-Sorters  
~~\$32.99 \$33.69 \$34.39 \$34.79 \$35.19 \$35.69 \$36.19~~  
**\$36.89 \$37.64 \$38.44 \$39.34 \$40.34**

Package Handlers  
~~\$31.73 \$32.43 \$33.13 \$33.53 \$33.93 \$34.43 \$34.93~~  
**\$35.63 \$36.38 \$37.18 \$38.08 \$39.08**

Car Washers  
~~\$31.48 \$32.18 \$32.88 \$33.28 \$33.68 \$34.18 \$34.68~~  
**\$35.38 \$36.13 \$36.93 \$37.83 \$38.83**

Full-time employees still in progression on the effective date of the Master Agreement shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 41, Section 2.

Employees pulling doubles will receive sixty cents (\$0.60) per hour over the package driver rate. Employees pulling twin 40's or triple trailers off the property shall receive seventy-five cents (\$0.75) per hour over the package driver rate. Employees pulling "truck pups" will receive twenty-five cents (\$0.25) per hour over the package driver rate.

Package Driver Helper Rate of Pay shall be ~~\$10.50~~ **\$13.00** per hour for new hires. For all seniority employees, ~~hired before August 1, 2013 the rate will be \$11.00 per hour on November 1, 2013, \$11.50 per hour on November 1, 2014, \$12.00 per hour on November 1, 2015 and \$12.50 per hour on November 1, 2016~~ **the Package Driver Helper rate shall be the prevailing part-time start rate as outlined in Article 22.5 of the National Master Agreement.**

Full and part-time driver helpers may be used between November 1st through ~~December 31st~~ **the second full week of January** of any calendar year, during periods of weather emergencies or volume peaks and at customer's locations where the customer or another carrier is loading and/or unloading packages, providing the Local Union is contacted to explain the reason for and the expected duration. No tractor-trailer driver will be laid off or displaced from tractor-trailer classification as a result of this. The Company will use part-time employees to fill part-time helper jobs and will not hire part-time helpers off the street until all seniority part-time requests for this work are honored. The part-time helper work will be awarded in seniority order providing that this work would not interfere with their regular scheduled duties for the work day.

Package driver helper shall be guaranteed three (3) hours per day, provided they report at their helper scheduled start time.

Not more than one (1) helper will work from a vehicle with a driver at any one time. The helper must deliver or pickup packages only in conjunction with the drivers they are assigned to while on duty.

A helper will normally not be required to work a split shift of helper work. There may, however, be occasions when an employee may work more than one (1) shift as a helper in a twenty-four (24) hour period.

If a helper is scheduled to meet a driver and the driver is late at the scheduled meet point, the helper hours will commence from the scheduled time of the meet.

The Company may continue a TAW program pursuant to Article 14, Section 2. Employees on TAW shall receive their regular hourly rate of pay.

The following wage progression schedule shall cover all full-time employees, except apprentices, hired on or after August 1, 1990. The rate in effect on July 31, ~~2013~~ **2018** will be used to calculate the progression rates for the life of this Agreement.

Rates in Effect on July 31, ~~2013~~ **2018**

Start 70%

Seniority 75%

Seniority Date Plus one (1) year 80%

Seniority Date Plus eighteen (18) months 90%

Seniority Date Plus two (2) years Top Rate

Part-time employees on the payroll as of ~~7/31/13~~ **7/31/18** who are subsequently promoted to full-time employment will be paid their current wage rate until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

## **ARTICLE 54 SUNDAYS AND HOLIDAYS**

### **Section 1 - Holidays**

(c) Any regular employee who works on a holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at time and one-half (1-1/2) the straight time hourly rate in addition to receiving his holiday pay and shall be guaranteed a minimum of eight (8) hours work. Those employees on a workweek of four (4) ten (10) hour days shall be guaranteed a minimum of ten (10) hours work. Part-time employees will be guaranteed a minimum of ~~three (3)~~ **three and one-half (3½)** hours work.

## **ARTICLE 61 HEALTH AND WELFARE AND PENSION**

**Contributions to health and welfare and pension funds will be made in accordance with Article 34 of the National Master Agreement.**

## **ARTICLE 62 WEST VIRGINIA & EAST, SOUTH AND WEST CAROLINAS DISTRICTS OF UNITED PARCEL SERVICE, INC. AND TEAMSTER LOCAL UNIONS 61, 71, 175, 391, 453, 509 AND 697**

This Article of the Atlantic Area Supplement to the National Master United Parcel Agreement for the period August 1, ~~2013~~ **2018** to July 31, ~~2018~~ **2023**, shall apply exclusively to all maintenance employees in the classifications listed in Section 7 below, who are employed in the States of West Virginia and the Cumberland, Maryland Area, North Carolina and South Carolina. Except as otherwise provided herein, the provisions of the National Master United Parcel Service Agreement and the Atlantic Area Supplement thereto shall apply to said employees.

## **Section 5 - Seniority**

- (a) Within thirty (30) days after signing of this Agreement, and at least quarterly thereafter, the Employer agrees to post an updated seniority list in each center for each maintenance classification within that center and a copy furnished to the Local Union. Claims for corrections to such seniority lists must be made to the Employer and the Local Union within thirty (30) days after such posting, and after such time the seniority list will be regarded as correct.
- (b) All maintenance employees will be required to remain in the maintenance classifications and will not be permitted to bid on job openings outside these classifications.
- (c) In case of promotion or layoff of employees covered by this Supplement, seniority and ability to perform the available work shall prevail only within the maintenance classifications, except as specified in Section 5(d).
- (d) When on layoff, full-time seniority employees in the order of their seniority may elect to take the work of part-time employees, if any, for the duration of the layoff, provided the full-time employee has more Company seniority than the part-time employee being displaced, but will be required to be qualified and will receive the part-time rate as an employee with equivalent seniority.
- (e) The Employer agrees to allow a laid off employee from any of the maintenance classifications listed in Section 7 below to fill a full-time vacancy or new job in classifications listed in the Atlantic Area Supplement before hiring a new employee for that job. In the event of the above, the following conditions will apply:
  1. The employee must indicate his intentions to the Employer and the Union in writing, within seven (7) days after the layoff.
  2. The Employer will offer such job only once; if the employee declines it, he will remain on layoff.
  3. The job must be within the same location.
  4. The layoff must exceed thirty (30) working days.
  5. The employee will have thirty (30) working days to qualify in the new job, after which he will be placed on the seniority list with the date on which he started working in the new classification.
  6. The employee will retain Company seniority only for those benefits based on length of service such as health and welfare, pension and length of vacation.
  7. The employee shall have the option to return to his previous job if it becomes available within twelve (12) months of the date of layoff.



(f) Whenever a vacancy occurs within the maintenance classification within the Local Union's jurisdiction, maintenance employees within the Local Union area shall be permitted to move to that center to fill such vacancy before maintenance employees are hired from outside sources.

Job vacancies shall not be filled by apprentice employees until the job has been bid to other qualified maintenance employees in the Local Union jurisdiction. This bid shall include qualified trailer shop employees.

After the language above has been exhausted, and on a two (2) for one (1) basis or by mutual agreement, part-time employees who possess the necessary skills and qualifications required by the Company (including possessing a valid CDL license), will be given the opportunity to fill open vacancies prior to hiring from outside sources.

To be considered for a position, part-time employees with six (6) months or more seniority on a yearly basis, must submit in writing to the Company and the Local Union expressing his/her desire to qualify for a position in their building. The vacancy will be awarded to the senior part-time employee.

The part-time employee that is awarded the vacancy is subject to the language as outlined in Article 63 Section 5.

#### Section 7

##### Classifications

~~8/1/13 8/1/14 8/1/15 8/1/16 2/1/17 8/1/17 2/1/18~~  
8/1/18 8/1/19 8/1/20 8/1/21 8/1/22

Automotive Mechanic Plant Maintenance  
~~\$33.59 \$34.29 \$34.99 \$35.39 \$35.79 \$36.29 \$36.79~~  
\$37.49 \$38.24 \$39.04 \$39.94 \$40.94

Mechanic (Any Combination of Above)  
~~\$33.59 \$34.29 \$34.99 \$35.39 \$35.79 \$36.29 \$36.79~~  
\$37.49 \$38.24 \$39.04 \$39.94 \$40.94

Partsman  
~~\$32.89 \$33.59 \$34.29 \$34.69 \$35.09 \$35.59 \$36.09~~  
\$36.79 \$37.54 \$38.34 \$39.24 \$40.24

~~The following wage progression schedule shall cover all full-time employees, except apprentices, hired on or after August 1, 1990. The rate in effect on July 31, 2013, will be used to calculate the progression rates for the life of this Agreement.~~

~~Rate in Effect on July 31, 2013~~

~~Start 70%~~

~~Seniority 75%~~

~~Seniority Date plus one (1) year 80%~~

~~Seniority Date plus 18 months 90%~~

~~Seniority Date plus two (2) years Top Rate~~

The progression for employees entering a mechanic position after ratification of this agreement will follow Article 41 of the National Master Agreement.

Full-time employees still in progression on the effective date of the Master Agreement shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 41, Section 2.

## ARTICLE 63 PART-TIME EMPLOYEES

### Section 4 - Part-Time Package Driver Helpers

Part-time driver helpers may be used between November 1st through ~~December 31~~ the second full week of January of any calendar year, during periods of weather emergencies or volume peaks, and at customers' locations where the customer and/or another carrier is loading or unloading the packages, providing the Local Union is contacted to explain the reason for and the expected duration. No tractor-trailer driver will be laid off or displaced from the tractor trailer classification as a result of this. The Company will use part-time employees to fill part-time helper jobs and will not hire part-time helpers off the street until all seniority part time requests for this work are honored. The part-time helper work will be awarded in seniority order providing that this work would not interfere with their regular scheduled duties for the work day.

### Section 5 - Part-Time Employees Transferring to Full-Time Jobs

After the completion of the Atlantic Area job selection procedures, the resulting opening will be filled as follows:

The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) days. Part-time employees with six (6) months or more seniority may bid on a full-time opening in their building in all months, except 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.

**A.** The employee awarded the job must satisfactorily complete a thirty (30) working day training period. A part-timer who disqualifies himself cannot come out again for two (2) years. If the Company disqualifies him, he can come out one (1) year later in an attempt to qualify, if job is available. The above procedure will be applied on an alternating, six (6) for one (1) basis (e.g., for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

**B.** In locations where no Local Agreement exists, the following language shall apply: By mutual agreement between the Company and the Union, any part-time employee who meets the Company's criteria, may request the opportunity to qualify for a full-time position in another building within the Local

Union's jurisdiction, only after the part-time seniority employees in that building have been offered the opportunity.

To be considered, the part-time employee, on a yearly basis, must submit in writing a letter to the Union and Company expressing their desire to qualify for a full-time position in another building.

After agreement by the Company and the Union, the most senior part-time employee will be provided the opportunity to qualify for the full-time position. If the part-time employee elects to disqualify himself/herself, or is disqualified by the Company, he/she will not be provided another opportunity outside their home building for a minimum of two (2) years or until all other part-time employees who have expressed a desire to move to another building within the Local Union's jurisdiction have been provided the opportunity. In order to come out for new job opportunities in the classification for which they were disqualified within his/her original center, the employee must wait one (1) year if disqualified by the Company and two (2) years if the employee disqualified themselves.

This language is not intended to diminish either parties rights as outlined in Article 22.4 of the National Master Agreement or Article 63 of the Atlantic Area Supplemental Agreement.

C. 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 the transfer. Such employee shall be entitled to take all earned sick days and personal holidays and will be paid at the rate of pay in the classification when earned. At the employee's option and/or request he/she may be paid for all days due. If in progression such employees will be entitled to follow the progression as it pertains to sick days, personal holidays and holidays as outlined in the Agreement. An employee who has completed the progression rate and transfers to a full-time position will not be required to go through progression again.

## Section 9 - Wages

### A. Part-Time Employees

All part-time employees who have attained seniority as of August 1, 2013 **2018** will receive the following general wage increases for each contract year. ~~In each of the first three (3) years of the contract, the increase will be effective on August 1st. In 2016 and 2017, the increases 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. but will in no case receive less than the hourly start rate specified on August 1st 2018-~~

**2022 as set forth in (b) below.** The total wage increase for each year will be as follows:

2013 **2018** seventy cents (\$0.70)

2014 **2019** seventy **seventy-five** cents (\$0.70) **(\$0.75)**

2015 **2020** seventy **eighty** cents (\$0.70) **(\$0.80)**

2016 **2021** eighty **ninety** cents (\$0.80) **(\$0.90)**

2017 **2022** one dollar (\$1.00)

~~Part-time employees still in progression on August 1, 2013 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules of Article 22, Section 5. The progression set forth in (B) below shall be applied effective August 1, 2013.~~

### B. Newly hired Part-Time Employees

In recognition of the fact that all of the Company's part-time jobs require skills and to eliminate the two (2) tier progression existing in prior contracts, the parties have agreed to establish on uniform hourly rate for part-time employees who would have been subject to a progression. As such, All **all** part-time employees, who are hired or reach seniority after August 1, 2013 **2018**, will be paid according to the following wage schedules:

#### Hourly Rate

Preloader-Sorter All Others

Start \$11.00 \$10.00

Seniority plus one (1) year ~~\$11.50~~ \$10.50

Seniority plus two (2) years ~~\$12.00~~ \$11.00

Seniority plus three (3) years ~~\$13.00~~ \$12.00

Seniority plus four (4) years ~~\$13.50~~ \$12.50

**August 1, 2018 \$13.00**

**August 1, 2019 \$14.00**

**August 1, 2020 \$14.50**

**August 1, 2021 \$15.00**

**August 1, 2022 \$15.50**

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

Part-time clerical positions included in the bargaining unit as of 7/31/02 will be paid the preloader-sorter rate of pay.

C. The wage rates and increases provided in (A) and (B) shall be a minimum.

Package Driver Helper Rate of Pay shall be \$10.50 **\$13.00** per hour for new hires. For all seniority employees, hired before August 1, 2013 the rate will be \$11.00 per hour on November 1, 2013, \$11.50 per hour on November 1, 2014, \$12.00 per hour on November 1, 2015 and \$12.50 per hour on November 1, 2016 the Package Driver Helper rate shall be the prevailing part-time start rate as outlined in Article 22.5 of the National Master Agreement.