

TEAMSTERS NEW ENGLAND

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 49 UNIFORMS AND PERSONAL APPEARANCE

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (5 winter - 5 summer) on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee. **Upon written request, employees no longer required to wear uniforms must return all uniforms within ten (10) days of the change of their status. The Employer will provide a receipt upon return of uniforms.**

The uniform and UPS shirts will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

It is agreed that employees must strictly comply with Employer's regulations concerning personal grooming and appearance and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees who are required to wear uniforms may continue the practice of wearing their uniforms to and from work.

ARTICLE 55 PART-TIME EMPLOYEES

Section 4

Part-time employees will not be permitted to do tractor trailer feeder driving work. 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.

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 ~~1st~~ 15th 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. An employee who fails to qualify shall not be allowed to re-qualify one (1) year.

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.

ARTICLE 55.4

Company qualified Part-time employees will be allowed 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 15th 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.

NEW (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. 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 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 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 one (1) year for the job the employee was disqualified for.~~ An employee who fails to qualify shall not be allowed to bid for six (6) 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.

**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) for full-time and thirty dollars (\$30.00) 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% 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.

- (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 (4th) 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 (91st) 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 (91st) 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.

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, 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 (4th) 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 seniority employees who have attained full-time seniority hired prior to August 1, ~~1997~~ **2013** 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:

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 Seniority employees who have attained full-time seniority hired after August 1, 1997 **2018** 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.

- (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

(h) Employees hired for temporary job openings in all classifications excluding feeders ~~the Package Classification~~ from October ~~15~~ through the first two (2) full weeks of January ~~and in the Feeder Classification from October 15 through the first two (2) weeks of January~~ will not accrue seniority during that period and such job openings shall not be posted for bid during that period. If returned to work within sixty (60) days after that period, they shall be placed on the seniority list with credit back to their employment dates, providing they have met all other requirements for seniority.

Section 8 – Posting of Seniority List

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees arranged in order of their seniority shall be posted ~~in a conspicuous place at their place of employment~~ in each center and a copy furnished to the Union. Claims for correction to such seniority list must be made to the Employer and the Union within thirty (30) days after such posting and after such time the seniority list will be regarded as correct.

ARTICLE 61 – VACATION

Section 4

New employees hired during the previous year who are entitled to a vacation and older employees who do not work a full year,

shall receive vacation pay equal to the average of their earnings for the full weeks which they worked, in that year, with a minimum of forty (40) hours.

All seniority full-time and part-time employees shall receive their vacation pay due them in advance by separate check on the basis of their earnings for the previous calendar year ending December 31, one fifty-second (1/52nd) of their earnings for each week of vacation, but not less than forty (40) hours' pay per week for full-time employees and twenty (20) hours' pay per week for part-time employees.

Employees who select a vacation in the first three (3) weeks of the calendar year shall sign a release at the time of such selection of said vacation. The Employer may recover any over payment resulting from the calculation of the 1/52 of the previous year's earnings. Any overpayment shall be calculated and communicated to the employee no later than the 2nd Monday in February. Any overpayment shall be deducted from the following two (2) pay periods following notification. Employees upon notification of overpayment may also elect to have any overpayment deducted in one pay period as well.

Section 5

All employees shall, in order of seniority, select their vacation from May 1 through April 30, excluding the period from the Sunday after Thanksgiving through December 25. Selection of vacation shall be on a Center basis, except in those Centers whose work force is composed of (1) Feed Drivers, or (2) Metro Drivers or (3) Inside Employees. In such instances there shall be separate Vacation Schedules for (1) Feeder Drivers, (2) Drivers and (3) Inside Employees.

Section 6

The vacation schedule must be posted by the Employer not later than ~~April 1~~ **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 ~~after which time they shall be taken down~~. 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

Section 7

Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage

payments. In the case of the death of an employee who is eligible for vacation, vacation pay due such an employee shall be paid to the employee's estate.

Section 8

All part-time employees' vacation benefits shall be prorated; however, in no event shall a part-time employee be paid less than four (4) hours per day for vacation benefits.

Section 9 – Summer Vacations

- (a) During each week of the months of June, July and August, and the first two 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

The Company will attempt to schedule sufficient vacations from ~~December 24 of any year through the second (2nd) full week of the following January~~ **February through April** in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations, UPS, for final resolution.

ARTICLE 62 – EXAMINATION AND INSPECTION FEES

Section 1 – Examination

- (a) Employees other than applicants shall be paid for the time involved in travel and examination not to exceed two (2) hours at the straight time hourly rate of pay.
- (b) If the two (2) physicians disagree, the Company and the Union shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be borne by the Employer.

(c) Airport Badges

Employees other than applicants, shall be paid for the time involved in travel, and time spent at the gateway, required to process the airport badge. This includes obtaining the initial badge and any recertification badge. The employee will be paid for a minimum of two (2) hours, but not to exceed four (4) hours, at their current straight time hourly rate of pay.

ARTICLE 64 – BREAK PERIOD

~~Feeder drivers entitled to a twenty (20) minute break must take their break between the tenth (10th) and eleventh and one half~~

(11 ½) hour unless they are delayed by inclement weather or vehicle breakdown:

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 (11th) hour except during the months of November and December.

ARTICLE 65 – FEEDERS

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

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.

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, inclusive, 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)** employees hired after July 31, 1987, shall have a work-week of five (5) consecutive days, Monday-Friday or Tuesday-Saturday. **All other existing full-time classifications with work schedules other than Monday through Friday 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

- (a) Employees ordered to report for work before their starting time shall be guaranteed eight (8) hours' work or pay in addition to the time worked before their starting time, with time and one-half (1 1/2) for all hours worked over eight (8) hours. Any employee ordered to work after his/her regular starting time shall have his/her time refer back to his/her regular starting time.
- (b) Employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time.
- (c) Part-time employees to work before their regular start time shall be paid at straight time for work prior to the regular start time plus their guarantee.

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.
- (c) All part-time employees hired after July 31, 1987, who work on **an unscheduled** Saturday or Sunday or both Saturday and Sunday ~~during the months of October, November, December~~ will be paid the normal straight time rate: **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, Sub center 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 (3½) hours, but must begin before he/she has completed five (5) hours of work. 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 shall be guaranteed nine (9) hours' pay for that day.

ARTICLE 67

Section 5 – Helpers

Package driver helpers will be used from the Monday of the week prior to Thanksgiving week until ~~December 25~~ January 15th of any contract year. Such employees shall receive ~~\$9.50~~ \$10.35 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 per hour for hours worked

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 2018 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, 2018 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$11.9125 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 \$476.50 per week for any one employee.

Effective August 1, 2019 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$12.4125 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 \$496.48 per week for any one employee.

Effective August 1, 2020 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$12.9125 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 \$516.50 per week for any one employee.

Effective August 1, 2021 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$13.4125 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 \$536.50 per week for any one employee.

Effective August 1, 2022 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$13.9125 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 \$556.50 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 2018 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

The Employer and the Unions which are signatory hereto ratify the designation of the Employer and the Employee Trustees under such Agreement and ratify all action already taken or to be taken by such Trustees within the scope of their Authority.

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 October, 2022, 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.

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 71 – MECHANICS AND MAINTENANCE

Section 3 – Tool Replacement

Seniority journeyman employees will be given a ~~four hundred and fifty dollar (\$450.00)~~ **six-hundred (\$600.00)** 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 ~~2014~~ **2019**.