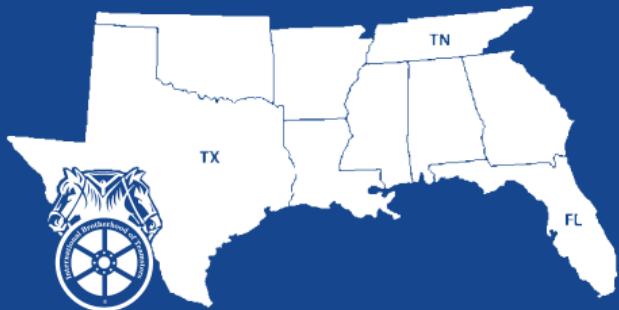


**Teamsters  
Southern Region  
and  
Trailer Conditioners, Inc.  
(T.C.I.)  
Supplemental Agreement  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**



**For The Period:  
August 1, 2023 through July 31, 2028**

**Teamsters  
Southern Region**

and

**Trailer Conditioners, Inc.  
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## TABLE OF CONTENTS

AGREEMENT .....	1
ARTICLE 1—RECOGNITION, UNION SHOP AND CHECKOFF, WORK ASSIGNMENTS .....	1
SECTION 1—Recognition .....	1
SECTION 2—Union Shop and Dues .....	2
SECTION 3—Dues Checkoff and Joint Dues Committee .....	3
SECTION 4—Work Assignments .....	6
SECTION 5 .....	6
SECTION 6 .....	6
ARTICLE 2—STEWARDS .....	7
ARTICLE 3—INSPECTION PRIVILEGES .....	9
ARTICLE 4—MANAGEMENT .....	10
ARTICLE 5—SENIORITY .....	11
SECTION 1—SENIORITY RIGHTS .....	11
SECTION 2—PROBATIONARY PERIOD .....	11
SECTION 3—BARGAINING UNIT WORK .....	12
SECTION 4—CLASSIFICATIONS .....	12
SECTION 5—ANNUAL BID .....	12
SECTION 6—JOB VACANCY OR NEW OPENING .....	13
SECTION 7—TRAILER REPAIR AND ITS APPLICATION .....	13
SECTION 8—LAYOFF AND RECALL .....	15
SECTION 9—CHANGE OF ADDRESS .....	16
SECTION 10—MECHANIC POSITION AT UPS .....	16
ARTICLE 6—CLOSING OR REOPENING .....	17
ARTICLE 7—LEAVE OF ABSENCE .....	17
SECTION 1 .....	17
SECTION 2 .....	18
SECTION 3—LOSS OF LICENSE .....	18
SECTION 3.1—LEAVE OF ABSENCE .....	18
SECTION 3.2—ALTERNATE WORK (OTHER THAN ALCOHOL/CONTROLLED SUBSTA .....	19
SECTION 3.3—ALTERNATE WORK (ALCOHOL/CONTROLLED SUBSTANCE .....	19
SECTION 3.4—CDL QUALIFICATION .....	20
SECTION 4—MATERNITY AND PATERNITY LEAVE ....	20

<b>SECTION 5—REHABILITATION PROGRAM—</b>	
LEAVE OF ABSENCE .....	21
<b>SECTION 6—FAMILY AND MEDICAL LEAVE ACT</b>	
(FMLA) .....	23
<b>SECTION 7—DISABILITY</b> .....	24
<b>ARTICLE 8—GRIEVANCES</b> .....	24
<b>ARTICLE 9—ARBITRATION</b> .....	26
<b>ARTICLE 10—STRIKES AND LOCK-OUTS</b> .....	27
<b>ARTICLE 11—DISCIPLINE AND DISCHARGE</b> .....	28
<b>ARTICLE 12—BULLETINS AND NOTICES</b> .....	28
<b>ARTICLE 13—HEALTH &amp; SAFETY</b> .....	29
<b>ARTICLE 14—WAGES &amp; APPENDIX (A) WAGE PROGRESSION</b> .....	30
<b>ARTICLE 15—HOURS OF WORK AND OVERTIME</b> .....	31
<b>SECTION 1</b> .....	31
<b>SECTION 2</b> .....	32
<b>ARTICLE 16—REPORTING PAY—</b>	
<b>FULL-TIME EMPLOYEE</b> .....	33
<b>ARTICLE 17—VACATIONS</b> .....	33
<b>ARTICLE 18—HOLIDAY PAY</b> .....	36
<b>ARTICLE 19—FUNERAL LEAVE</b> .....	37
<b>ARTICLE 20—JURY DUTY</b> .....	38
<b>ARTICLE 21—RETIREMENT AND GROUP INSURANCE</b> .....	40
<b>SECTION 1—RETIREMENT—</b>	
<b>FULL TIME EMPLOYEES</b> .....	40
<b>SECTION 2—GROUP INSURANCE</b> .....	41
<b>SECTION 3—TAX DEFERRED SAVINGS PLAN 401(K)</b> .....	41
<b>SECTION 4—LONG-TERM DISABILITY</b> .....	41
<b>ARTICLE 22—TOOL INSURANCE</b> .....	42
<b>ARTICLE 23—OTHER EMPLOYMENT</b> .....	43
<b>ARTICLE 24—LEGISLATION</b> .....	43
<b>ARTICLE 25—AMENDMENTS TO THE AGREEMENT</b> .....	43
<b>ARTICLE 26—DURATION</b> .....	44
<b>ARTICLE 27—APPEARANCE</b> .....	45
<b>ARTICLE 28—EMPLOYEE'S BAIL, LICENSE, SUBSTANCE AND ALCOHOL TESTING</b> .....	45
<b>SECTION 1—EMPLOYEE'S BAIL AND/OR COURT APPEARANCE</b> .....	45

SECTION 2—SUSPENSION OR REVOCATION OF LICENSE .....	45
SECTION 3—CONTROLLED SUBSTANCE TESTING .....	46
SECTION 3.1—TESTING .....	47
SECTION 3.2—HOURS OF WORK AND OVERTIME .....	47
SECTION 3.3—SCREENING TEST .....	47
SECTION 3.4—CONFIRMATORY TEST .....	48
SECTION 3.5—LABORATORY TESTING.....	50
SECTION 3.6—TYPES OF TESTING .....	50
SECTION 3.7—PRE-QUALIFICATION TESTING .....	50
SECTION 3.8—REASONABLE CAUSE TESTING.....	50
SECTION 3.9—POST-ACCIDENT DRUG TESTING .....	51
SECTION 3.10—RANDOM TESTING .....	52
SECTION 3.11—NOTIFICATION .....	53
SECTION 3.12—REHABILITATIONAND TESTING AFTER RETURN TO DUTY/SAP AND EMPLOYER DUTIES .....	53
—SUBSTANCE ABUSE PROFESSIONAL (SAP) .....	54
—EMPLOYER RESPONSIBILITIES .....	55
SECTION 3.13—DISCIPLINARY ACTION .....	56
SECTION 3.14—PREPARATION FOR TESTING.....	57
SECTION 3.15—SPECIMEN COLLECTION PROCEDURES.....	58
SECTION 3.16—SPECIMEN SHIPPING PREPARATIONS ..	61
SECTION 3.17—MEDICAL REVIEW OFFICER .....	62
SECTION 3.18—MRO DETERMINATION .....	63
SECTION 3.19—RECORD RETENTION .....	63
SECTION 3.20—RELEASE OF DRUG TESTING INFORMATION .....	64
SECTION 3.21—PAID FOR TIME .....	64
SECTION 4—ALCOHOL TESTING .....	65
SECTION 4.1—EMPLOYEES WHO MUST BE TESTED....	65
SECTION 4.2—TESTING .....	65
SECTION 4.3—SCREENING TEST .....	66
SECTION 4.4—CONFIRMATORY TEST .....	66
SECTION 4.5—TYPES OF TESTING REQUIRED.....	67
SECTION 4.6—REASONABLE CAUSE TESTING.....	67
SECTION 4.7—POST ACCIDENT ALCOHOL TESTING...	67

SECTION 4.8—RANDOM TESTING-RANDOM EMPLOYEE SELECTION .....	69
SECTION 4.9—NOTIFICATION .....	70
SECTION 4.10—REHABILITATION AND TESTING AND RETURN TO DUTY .....	70
SECTION 4.11—DISCIPLINE .....	71
SECTION 4.12—PREPARATION FOR TESTING.....	73
SECTION 4.13—SPECIMEN TESTING PROCEDURES ....	74
SECTION 4.14—SUBSTANCE ABUSE PROFESSIONAL (SAP) .....	75
SECTION 4.15—RECORD RETENTENTION .....	76
SECTION 4.16—RELEASE OF ALCOHOL TESTING INFORMATION .....	77
SECTION 4.17—PAID FOR TIME .....	77
NEGOTIATING COMMITTEE FOR THE (T.C.I.) TRAILER CONDITIONERS INC. SOUTHERN REGION SUPPLEMENTAL AGREEMENT .....	79

## **Agreement**

This contract is made and entered into by and between the Southern Region of Teamsters hereinafter referred to as the "Union" and Trailer Conditioners, Inc., Hereinafter referred to as the "Employer".

Parties to this Agreement, desiring to promote harmony and cooperation between them and to insure the most efficient operation of TCI, hereby mutually agree as follows:

### **ARTICLE 1—RECOGNITION, UNION SHOP AND CHECKOFF, WORK ASSIGNMENTS**

#### **Section 1—Recognition**

- (a) The Employer recognizes and acknowledges that Trailer Conditioners, Inc. and the Teamsters Southern Region Union Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees of the Employer in covered classifications. The employees and Unions covered under this Agreement thereto shall constitute one (1) bargaining unit.
- (b) When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.
- (c) The Employer agrees to recommend to all new employees that they become members of the Union and maintain their membership during the life of the agreement.

If employees are hired through an employment agency, the Employer shall pay the employment agency fee, if any, due from the employee. However, if the Union has been given equal opportunity to furnish employees, as provided herein, and if the employee is retained through the probationary period, this fee need not be paid until the thirty-first (31st) day of employment, except as otherwise provided in the agreement.

Business agents and/or a steward shall be permitted to attend new employee orientations to talk about the benefits of Union membership. The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation. Upon request, the Union representative will be given a list of the names of the employees attending orientation no later than at the meeting. The sole purpose of the business agent's or steward's attendance shall be to encourage new employees to join the Union. The steward shall remain on the clock for the actual time spent in the meeting for that purpose if the orientation is held during their normal working hours at their normal place of work.

## **Section 2—Union Shop and Dues**

(a) All present employees who are members of the Local Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. In order to assist the Local Unions in maintaining current and accurate membership records, the Employer will furnish the appropriate Local Union a list of new employees. The Employer agrees to notify the Local Union when a new employee attains seniority. This notification will be made in conjunction with the new employee listing. The list will include the name, address, social security number, date of hire, hub or center to which assigned, shift, and classification or position hired into. The Employer shall also notify the Local Union when the employee is promoted from part-time to full-time. The list will be provided on a monthly basis. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this subsection, or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members,

and further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.

(b) No provision of Section 2(a) of this Article shall apply to the extent that it may be prohibited by state law. In those states where subsection (a) above may not be validly applied, the Employer agrees to recommend to all new employees that they become members of the Union and maintain such membership during the life of this Agreement.

### **Section 3—Dues Checkoff and Joint Dues Committee**

The Union and the Employer will establish a Joint Dues Committee to review the deduction and remittance of union dues. This Committee is charged with the responsibility of ensuring that dues are accurately deducted and remitted in a timely manner to the Local Unions. It is anticipated that this Committee shall serve as a source of continuing study regarding the most efficient, accurate, and expeditious deduction and payment of dues, including exploring electronic solutions. The Union and the Employer will establish procedures for the operation of this Committee.

No existing bargaining unit employee currently performing work in the payroll department will be laid off or suffer a loss of their current payroll type position as a result of this Section.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Local Union having jurisdiction over such employees. The Local Union will provide the Employer a weekly amount to be deducted from each employee. The Local Union will individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Local Union must be received at least one (1) month prior to the date the

deduction is to be made. The obligation of the Local Union to provide this information shall be satisfied by the transmission of a computer file in a mutually agreeable format. The Employer shall deduct the weekly dues from each vacation week. This will be implemented within six (6) months of ratification of this Agreement.

The Employer shall make no deductions that are not listed on the Local Union's monthly or weekly checkoff statement in those locations which send a checkoff statement to the Employer. In the event the Employer improperly deducts too much dues money, the amount improperly withheld shall be remitted to the involved employee(s) on the second (2nd) scheduled workday following notification to the Employer. The Local Union(s) shall return any over-payment(s) to the Employer within one (1) week following written notification from the Employer.

The Employer will provide a remittance to the Local Union within fifteen (15) days following the check date the deduction was taken. With each remittance, the Employer shall submit a report, by center and/or sort, listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Employer will provide a reason. In the event the Local Union does not want to receive a weekly remittance, the Employer will provide a monthly remittance by the fifteenth (15th) day of the following month. However, if this option is chosen, the Employer will still make weekly deductions as described above.

The Employer will provide a list of peak season employees to the Local Union. The Company agrees to honor the dues checkoff cards for peak season employees.

Where law requires written authorization by the employee, the same is to be furnished in the form required. Following ratification of this Agreement, the Joint Dues Committee will meet to adopt a standard, electronic membership and dues checkoff form approved by the International Union that will be included as part of the Company's application and orientation processes. The Joint Dues Committee will also meet to adopt an acceptable digital platform and methods for the collection, storage, and distribution of the electron-

ic membership and dues checkoff forms. Electronic membership and dues checkoff forms can only be implemented upon agreement of the Joint Dues Committee. No deduction shall be made which is prohibited by applicable law.

Any Local Union shall have the option of monthly deductions with monthly remittance on or before the fifteenth (15th) day of the same month.

On written request of the employee, payroll deductions will be made to purchase U.S. Savings Bonds for said employee.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The Employer will remit amounts deducted to the applicable credit union once each week. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

In the event the Employer has been determined to be in violation of this Article by a decision in the grievance procedure, and if such

Employer subsequently is in violation thereof after receipt of seventy-two (72) hours' written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

## **Section 4—Work Assignments**

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons, other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units. This is not to interfere with bona fide agreements with bona fide unions. The Employer further agrees not to combine into a single job work presently performed by members of one Teamster Local Union with work presently performed by members of another Teamster Local Union.

## **Section 5**

The term "Local Union" as used herein refers to the IBT Local Union which represents the employees of the Employer at the particular place or places of business to which this Agreement, and the Supplements, Riders or Addenda thereto are applicable, unless by agreement of the Local Unions involved or by directive issued pursuant to the IBT International Constitution.

## **Section 6**

Employees shall have the option of participating in the Employer's electronic funds transfer (EFT), the Employer's check card payment system, or a paper payroll check system. New employees, defined as employees who are not on the payroll on the date of ratification, shall designate either EFT or a check card, unless prohibited by applicable state law. New employees shall make this election during orientation. Recognizing the mutual benefits and advantages of these systems over a paper payroll check, the Union agrees to encourage all employees to select either EFT or a check card as a method of payment.

## **ARTICLE 2—STEWARDS**

The Employer recognizes the right of the Local Union to designate Job Stewards and alternates from the Employer's seniority list. The authority of Job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate Local Union action; and
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - (1) have been reduced to writing; or
  - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties

within the scope of their authority as defined in this Section, in the manner permitted by this Section.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. This shall include the steward's right to represent an employee in connection with any grievance concerning safety issues. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Where mutually agreed to by the Local Union and Employer, stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Stewards shall also be paid for time spent in meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time spent during the Job Steward's or the designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the designated alternate.

The Employer recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action.

The Employer also recognizes the steward's right to be given requested representation by another Steward, or the designated alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward or alternate steward is present.

If an employee does not wish to have a Union Steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon its request.

If requested by the Local Union, the designated Stewards will be provided with copies of all warning, suspension and discharge letters. The Employer shall, upon written request, provide the Local Union or the steward designated by the Local Union, with documents/information that is reasonably related (based on NLRA standards) to the pending grievance.

Job Stewards, or designated alternates, shall be allowed to wear an identifying steward's badge, provided by the Union, at all times while on the Employer's premises.

## **ARTICLE 3—INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishments during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

The Employer agrees that in situations where a specific form of identification may be required by law to access a location, it will assist the Local Union in obtaining such identification so as to perform their duties consistent with this Article.

## **ARTICLE 4—MANAGEMENT**

The management of TCI and the direction of the working force, including the right to hire, discharge, discipline, promote, transfer, maintain order and efficiency, decide the machine and tool equipment, the products, methods, schedules of production, the processing of repairing, manufacturing and assembling together with all designs and engineering, and the control of raw material, semi-manufactured and finished parts which may be incorporated into the product, shall be vested exclusively with the Employer.

It is expressly agreed and understood, however, that the provisions of the Article shall not be so construed as to deprive the Union of its right to submit to the grievance procedure provided in Article 8 hereof, any dispute with reference to order of layoff, suspension or discharge or promotion or employees within the Bargaining Unit.

In order to provide covered employees with the maximum job security:

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees to make every reasonable effort to have such work which is customarily performed by the bargaining unit performed by the bargaining unit within their respective classification.

Reasonable effort shall include the offering of overtime work to the bargaining unit. The employees must be qualified and available to perform the work.

(b) The work of the bargaining unit will be performed only by employees in the bargaining unit with the exception and understanding that other employees not in the bargaining unit my perform such work to maintain safe operation and the training or instruction of certain personnel for the Employer, provided the employees in the bargaining unit are not deprived of hours of work they normally would otherwise have.

(c) The Employer reserves the right to make, publish and amend rules which do not conflict with the terms of the Agreement. Any

violation of such rules may result in discipline including discharge as the Employer may determine, however, to the grievance procedure.

## **ARTICLE 5—SENIORITY**

### **Section 1—Seniority Rights**

Seniority, as measured by length of continuous service with the Employer, shall prevail as spelled out in this Agreement at all times.

The Employer agrees to post an updated seniority list at least every six (6) months. Full-time and part-time employees by classification shall be on separate lists, in each location. Copies of all completed lists shall be sent to the Local Union by certified mail or if mutually agreed with the Local Union in writing by electronic mail (e-mail). Any protest to the seniority list must be made in writing, with a copy of the Employer and the Union, within thirty (30) days.

From the date of posting of the seniority list. In the event no protest is made, the seniority list, as posted, shall be considered correct and final. Controversies regarding seniority dates shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure set forth in this Agreement.

Seniority shall be given consideration when assigning work in each classification. Any alleged abuse of the employee's seniority rights shall be subject to the grievance procedure.

### **Section 2—Probationary Period**

A new employee shall work under the provisions of the Agreement but shall be employed only on a thirty (30) working day trial basis, during which period the employee 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. On the thirty-first (31st) working day within a one hundred and twenty (120) consecutive

day period, the employee shall be placed on the regular seniority list and the employee's seniority date shall be the first day worked with the one hundred and twenty (120) day period.

### **Section 3—Bargaining Unit Work**

The work of supervisors will not include assignments to work normally performed by Union members, except for the purpose of training and demonstration. Supervisors will not perform Union members' work until after all reasonable efforts have been exhausted to have the work covered. However, in cases of unexpected absentees or to complete work schedules, supervisors may perform such Union members' work as necessary to complete that day's (or night's) work schedule, provided that no bargaining unit employee is present, available, and qualified to perform such work.

### **Section 4—Classifications**

Classifications shall be as follows:

Trailer Repair Person

Utility Person

Part-Time Person

Trailer Repair Person can perform any bargaining unit work.

Utility Person can perform unskilled work.

### **Section 5—Annual Bid**

(a) Employees, in order of their seniority within their classification, shall have the right to select their start time and work week annually from the schedule posted by the Employer.

(b) The schedule shall be posted on the first (1st) Monday in September and shall remain posted for one (1) week before bidding.

(c) The schedule of start times and work week shall become effective on the first (1st) Monday in October, unless otherwise mutually agreed.

## **Section 6—Job Vacancy or New Job Opening**

When a new or permanent vacancy occurs, it shall be posted for bid within five (5) working days. The bid shall remain posted for seven (7) working days. The opening shall be filled by the senior qualified bidding employee in that classification on the first (1st) Monday following the completion of the bid. This shall be limited to three (3) moves.

The resulting vacancy will be bid to all other qualified employees. This vacancy will then be bid within the classification to facilitate shift changes. This will also be limited to three (3) moves.

There shall be no down bidding.

The fourth (4th) open job created by the move of the successful bidder shall be filled by the Employer. If no one bids on an opening it will be filled by the Employer.

Length of service shall also be recognized in promotions within the Bargaining Unit, but in these matters, if qualifications are equal, seniority will prevail.

## **Section 7—Trailer Repair Training and Its Application**

Full-time employees who are interested in qualifying for the Trailer Repair Classification should so notify the Employer in writing. Such employees will be permitted the opportunity to participate in the Employer Trailer Repair Qualifying Program. The duration of the Trailer Repair Qualifying Program shall not exceed six (6) months. Employees participating in this program will be paid his/her current rate of pay or Repair Classification Start Rate whichever is the greater of the two. Employees that fail to qualify will not be afforded the opportunity to participate in the Trailer Repair Qualifying Program until after one (1) year or after all employees on the seniority list, at that time, have had the opportunity to qualify.

Permanent trailer repair classification openings will be filled from the list of qualified employees in seniority order.

In the event no employee on the list of qualified employees elects to fill an opening, the junior employee on the list must fill the opening. Utility employees who bid to a repair person classification will be paid his/her current rate of pay until such time as the calculated progression rate exceeds his/her rate of pay. The transfer date will become his/her repair person start date for the purpose of applying the wage progression.

## **TCI TRAINING AGREEMENT**

1. To be eligible to bid, the employee must be currently performing in that classification, and have at least six (6) months experience; have an acceptable safety record for the previous twelve (12) months. Successful bidding employees will be certified following completion of the employer's training.
2. Full-time and part-time trainers will bid in their current classification and be awarded by seniority. It is understood that the qualified trainers will be used to train employees within the trainer's regular job classification, and in other classifications by seniority when no other trainers are available.
3. After this initial bidding procedure, additional trainers will be bid by seniority on an as needed basis. When more than one training assignment is available, seniority will be considered when making assignments. Any employee who bids and is awarded a training position; they shall remain a trainer until such time the employee notifies the company in writing of their desire to disqualify themselves. Upon receipt of notification, the Company shall have up to six (6) months to replace the training position if desired. The employee currently in the training position must remain in said position for six (6) months or until replaced, whichever comes first. Once removed from the training program, the employee must wait one year from date of disqualification before reentry. Reentry will be allowed on an as needed basis and that employee will be re-certified.
4. An employee disqualified by the employer after certification will remain disqualified, in accordance with the TCI grievance procedure. No employee will be disqualified by the employer without the prior involvement of the District Labor Relations Manager.

5. The individual must complete a minimum of one hour of training to be eligible for the premium pay, and such employee will receive the premium pay for all hours worked in that classification for that day.
6. When a trainer is not involved in training duties, they will be allowed to perform his/her normal job.
7. In operations where both full-time and part-time employees work in the same classification, when full-time trainers are available, and part-time training assignments are available during their shift, the full-time trainer's seniority will be recognized first.
8. It is agreed that Teamster represented employees, on a voluntary basis, may train other employees. TCI management reserves the right to choose to use or not to use Teamster represented trainers to fulfill its training needs.
9. Trainers shall be paid an additional \$1.00 (one dollar) per hour training premium for each hour spent training.

## **Section 8—Layoff and Recall**

The Employer accepts the principle of seniority in layoffs and recalls. In order to move from one classification to another in order to avoid layoff, the employee must be qualified to perform the other work, have more overall company seniority than the least senior employee in the other classification and take the job of the least senior employee in the other classification. The Employee shall receive the appropriate rate of pay of the job being performed.

The employer will give twenty-four (24) hours prior notice in the event of a layoff. Notices of layoff do not apply during an emergency where conditions beyond the Employer's control compel interruptions or delays in operations caused by strikes, sleet or snow, ice or flood, or similar catastrophe.

Seniority shall be broken only by discharge, voluntary quit, lay-off for a period of three (3) years from the last date of employment, failure to respond to notice of recall, or unauthorized leave of absence. Absent for three (3) working days from work without notifying the employer,

unless the employee presents a certificate from a physician, certifying that it was a physical impossibility to so notify the Employer.

The employee must report for work within five (5) working days when recalled by the Employer by certified mail directed to his/her last address appearing on the Employer's records, the above time shall begin with the postmark of the certified letter of recall provided. No employee shall lose seniority if failure to report for work is caused by sickness or accident and the Employer is notified within two (2) days of this condition after receipt of notification.

## **Section 9—Change of Address**

Employees shall notify the Employer and the Local Union in writing of any change of address within three (3) working days after such change has been affected. The Employer shall acknowledge in writing that such notice has been given. Should any question arise regarding an employee's address, the last address appearing on the Employer's records shall be considered true and correct.

## **Section 10—Mechanic Positions at UPS**

TCI employees will be offered the opportunity of filling open Mechanic positions at UPS facilities that are in their Local Union's jurisdiction state before an outside hire. If no TCI employee in the state of the open position selects the opening, concurrent bids will then be posted at the two (2) remaining TCI facilities covered in this current agreement to fill the position in seniority order. The employee must meet the same pre-employment qualifications as would an outside hire and successfully complete thirty (30) working days within a one hundred and twenty (120) consecutive days probationary period. Once an employee successfully qualifies, they will not be allowed to return to TCI. Seniority will be on a Center basis and by job classification. Employees who fail to successfully qualify will be returned to their previous positions within TCI with no loss of seniority. An employee who fails to qualify shall not be allowed the opportunity for another position as a UPS mechanic for one (1) year. No employee will be afforded more than two (2) opportunities to qualify.

In regard to their rate of pay, these employees will be treated the same as an outside hire and are to follow the progression schedule below:

The progression for employees entering a mechanic job after August 1, 2023, shall be as follows the current

	Current Top Rate
Start	85%
twelve (12) months	90%
twenty-four (24) months	Top Rate

## **ARTICLE 6—CLOSING OR OPENING**

Should an existing TCI location permanently close and the work transferred to another TCI facility in the Southern Region of Teamsters jurisdiction, the Employer will permit those qualified affected employees in seniority order from the closed location a one-time opportunity of employment in the TCI facility where the work was transferred before hiring new employees. Should a TCI employee relocate to the TCI facility, the employee will retain his/her original seniority date for benefit and retirement purposes.

In the event of the declaration of a National Emergency due to a Pandemic, either the Union through its Package Division, or the Company through its President of Labor Relations, may serve notice to engage in bargaining on a national basis over the effects of the Pandemic. The parties shall meet within five (5) business days of either party serving notice under this section. However, there shall be no modifications of this Agreement under this provision without approval of the Teamsters UPS National Negotiating Committee.

## **ARTICLE 7—LEAVE OF ABSENCE**

### **Section 1**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order

that there shall be no disruption of the Employer's operations due to lack of available employees.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

## **Section 2**

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The request for leave of absence shall be made in writing at least thirty (30) days before the day on which the leave is sought to commence. If the leave is not foreseeable, the employee shall submit the written request as soon as possible and shall include an explanation why the leave was not foreseeable. The Employer and Union shall respond to the request in writing within ten (10) days after receiving the request. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee may make suitable arrangements for the continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

## **Section 3—Loss of License**

### **Section 3.1—Leave of Absence**

When an employee, in any job classification requiring driving, loses his or her operating privilege or whose license has been suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, leave shall be granted for such time as the employee's operating privilege or license had been sus-

pended or revoked, but not for a period longer than two (2) years, provided the driver whose operating privilege or license has been suspended or revoked notifies the employee's immediate supervisor before the employee's next report to work of such suspension or revocation. The above provision need only apply to the first (1st) suspension or revocation except for suspension of commercial drivers license (CDL) of one (1) year or less duration.

Employees who take a leave of absence under this Section whose loss of operating privilege or license is the result of driving under the influence of drugs or alcohol will be allowed alternative work and to return to their job in accordance with Section 3.3 below.

### **Section 3.2—Alternate Work (Other than Alcohol/Controlled Substance)**

When an employee, in any job classification requiring driving, has lost his/her license under this Article he/she shall be afforded the opportunity to displace junior, one (1) full-time or two (2) part-time, inside employees, until he/she can return to his/her driving job, not to exceed two (2) years. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

### **Section 3.3—Alternative Work (Alcohol/Controlled Substance)**

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

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

Any driver cited for Driving Under the Influence who does not have his/her license suspended, or who has limited driving privileges, shall be assessed by a SAP within five (5) working days of the citation. If the SAP determines the driver does not require rehabilitation, then he/she shall be allowed to return to driving. Until the assessment is completed, the driver shall be allowed to work at his hourly wage and guarantee. If rehabilitation is required, the above paragraph shall also be applicable. The right to rehabilitation provided in Article 28 shall not be applicable to a driver who completes a rehabilitation program under this paragraph, unless, as a result of the DUI citation, the driver is convicted or loses his/her license for driving.

This Section does not apply to the employee that has lost his/her license for being disqualified for testing positive for controlled substances.

### **Section 3.4—CDL Qualification**

This Article shall also apply in the event an employee is unable to successfully pass the DOT commercial drivers license (CDL) examination provided the employee makes a bona fide effort to pass the test each time the opportunity presents itself.

### **Section 4—Maternity and Paternity Leave**

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

A light duty request, certified in writing by a physician, shall be granted in compliance with state or federal laws, if applicable. Light duty requests shall also be made through the Employer's "Light Duty for Pregnant Workers" program.

Paternity leave shall be granted in accordance with Section 6 of this Article with the exception of employees not able to meet the qualifications set out in Section 6, who shall be granted leave not to exceed one (1) week.

An employee shall be allowed to designate in any vacation year paid time off up to twenty (20) days, to be used in the next vacation year, in accordance with this paragraph. Any paid time off that is provided on a weekly basis can only be banked in weekly increments. The accrued paid time off may be used in the next vacation year to cover any period of time that (1) the employee is determined to be unable to perform her job due to pregnancy (for the father, time off is requested due to the birth) and (2) is not covered by the FMLA, existing disability plans or other paid time off. If the accrued time off is not used in that year, it will be paid to the employee within two (2) weeks of the request. If the vacation is not used as part of the leave, and it would have originally been taken in that vacation year, the employee shall also have the option of rescheduling the unused vacation as time off in accordance with local practice.

## **Section 5—Rehabilitation Program— Leave of Absence**

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or substance abuse. Employees may use the United Parcel Service Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.

Employees shall be permitted to take advantage of a rehabilitation program once every five (5) years, three (3) times lifetime maximum, under all conditions of this Article.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action except as provided in Article 28, Section 3 and Section 4. The leave of absence shall be for a maximum of ninety (90) days; additional time may be granted if it is mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such

leave, the employee shall not receive any of the benefits provided by this Agreement, except the continued accrual of seniority.

If an employee voluntarily enters such a rehabilitation program, under the provisions of the Article, the following shall apply:

1. Before returning to work, the Employer shall ensure that the employee is “alcohol/drug free” This requirement shall be satisfied when the employee has provided a negative drug test result, as per cutoff levels contained in Section 3.3 or Section 3.4 of Article 28, as applicable, and/or an alcohol test with an alcohol concentration less than .02. The Employer will make all reasonable efforts to conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.
2. Within one (1) year of the date on which an employee returns to work, the employee may be subject to unannounced alcohol/drug testing, as specified in the return-to-work agreement. The one (1) year period may be extended only by the SAP and must be substantiated by written verification of the SAP.
3. Unannounced alcohol/drug testing for the above-mentioned employee, if required shall be determined by the SAP as provided in this Article. The date, time and place of collection for alcohol/drug testing, if required, shall be determined by the SAP.
4. Failure to comply with the after-care treatment plan or a positive specimen as part of the after-care treatment plan will result in discipline pursuant to Article 28, Sections 3.13 and 4.11.

All alcohol/drug treatment agreements including pre-care, aftercare and return to work agreements entered into shall be confidential and signed by the employee and the SAP overseeing the treatment program and must have been approved by the Local Union business agent prior to the employee’s signature. The post-care agreement shall comply with all provisions of this Article.

The Employer agrees to recognize the employee’s rights to privacy and confidentiality while being party to such an agreement. The

Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

## **Section 6—Family and Medical Leave Act (FMLA)**

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

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

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

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

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

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the 12/6 week leave period. Employees shall be allowed to retain up to two (2) weeks of ac-

crued paid vacation that will not be substituted for part of the 12/6 week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

The provisions of this section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.

The Employer shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A reasonable break time for an employee to express breast milk for such employee's nursing child shall be considered hours worked if the employee is not completely relieved from duty during the entirety of such break.

## **Section 7—Disability**

When an employee is injured off the job, the Company shall use its best efforts to provide the employee with all necessary documents and reasonable assistance in order to assist with the processing of the employee's disability claim.

## **ARTICLE 8—GRIEVANCES**

Should any difference arise between the Employer and the Union or any employee or group of employees, it shall be settled in accordance with the following procedure:

All grievances to be considered must be reported in writing and taken up with the Employer within a period of five (5) working days.

*Step 1.* Any grievance arising between an employee or employees and the Employer, shall be taken up by the Union Steward and the employee with the Employer. The Employer shall give his/her written disposition of the grievance within five (5) working days with a copy given to the Union Steward. The Union and the Employer agree not to delay this process.

*Step 2.* If a satisfactory settlement was not reached in the preceding Step, the grievance shall be taken up by the Business Representative of the Union with the Employer and shall give his written disposition of the Grievance within ten (10) working days.

*Step 3.* The parties agree that the prompt resolution of any grievance is necessary. A grievance not resolved in Step 2 shall be referred to the Trailer Conditioners Grievance Committee. An equal number of representatives for the involved local unions and TCI management will comprise the Committee co-chaired by representatives of both parties. The committee will meet monthly concurrent with the Southern Region Area Parcel Grievance Committee (SRAPGC).

Any decision or interpretation reached and agreed to as a result of the application of any one of the preceding steps shall be binding on all parties hereto providing it is not in conflict with this Agreement. The Employer's disposition on any grievance or complaint, if not appealed by the Union Representative from any one of the foregoing steps to the next step within ten (10) working days from the date of the disposition, shall be considered settled on the basis of the last Employer's disposition and not subject to further appeal.

All monetary settlements reached in any of the preceding steps shall be paid within ten (10) working days of the settlement.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievant(s) and a copy of the same sent to the Local Union for their records.

Any grievance payments included on a paycheck will also be available for review by affected employees electronically with the applicable identifying grievance number on a website maintained by the Employer.

## **ARTICLE 9—ARBITRATION**

A grievance not resolved in *Step 3* shall be referred to arbitration by either party, as hereinafter set out:

- (a) The TCI Manager or Designated Representative and/or the Business Representative of the Union shall within ten (10) working days after appeal from Step 3 request the Director of the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from which a single arbitrator shall be selected to hear the dispute. They shall, within five (5) working days after receipt of such panel, select the arbitrator by agreement, or failing agreement, by striking names. The arbitration hearing shall be held at the earliest possible date acceptable to the arbitrator, Union and Employer and none of the aforementioned parties shall delay the hearing date.
- (b) The decision and findings of the arbitrator which must be reached in thirty (30) calendar days of the completion of the hearing, shall be final and binding upon the parties hereto, and there shall be no strike, slowdown, curtailment or interruption of operations, nor lock-out as a result of such decision.
- (c) The arbitrator shall be empowered to rule on all disputed pertaining to this Agreement, provided, however, that he/she shall have no power to add to, subtract from, modify any terms of this Agreement, or any other written agreement made supplementary hereto. Any case appealed to the arbitrator on which he/she has no power to rule shall be turned back to the parties without decision or recommendation.
- (d) The cost of the arbitrator will be borne equally by the Employer and the Union. The Employer and the Union agree that the provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination, and in carrying out their respective obligations under this agreement neither party will discriminate against any employee because of such individual's race, color, religion, age, sex, or national origin, in violation of any Federal Law or State law or legal Union activities.

## **ARTICLE 10—STRIKES AND LOCK-OUTS**

Continuous and uninterrupted operation by the Employer and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of grievance, being essential considerations for this agreement, it is agreed that the Union and its Members, individually and collectively, will not, during the term of this Agreement, cause, permit or take part in any strike, picketing, sit-down, stay-in, slowdown, or other curtailment or restricting of production nor interference with work in or about the Employer's premises. Correlative with this provision, the Employer agrees not to engage in a lockout.

The Employer agrees that it will not hold the Union liable for damages resulting from violation of this Article, provided that in the event of an unauthorized work stoppage for slowdown or strike in any form, an authorized representative on the Union, upon request of the Employer, shall be public notice disavow the stoppage and order the members of the Local to return to work at once. It is further agreed that in all cases of an unauthorized strike, slowdown in production, walkout, or any unauthorized cessation of work, the Union shall immediately undertake every reasonable means to induce such employees to return to their jobs during such period of unauthorized work stoppage or work mentioned above.

However, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of discipline short of discharge, and such employees shall not be entitled to nor have any recourse to any other provisions of this Agreement.

After the first twenty-four (24) period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such employees shall not be entitled to nor have any recourse to any other provisions of this Agreement.

The Union of the Employer agree that it shall not constitute a breach of the Agreement for any employee or Union member covered herein to refuse to cross a picket line which is recognized by the Southern Region of Teamsters, if such refusal does not constitute a violation of applicable Laws or statutes, either State or Federal.

## **ARTICLE 11—DISCIPLINE AND DISCHARGE**

With regard to discharges and suspensions, an employee shall be considered “innocent until proven guilty”, and shall be allowed to work on the job, with pay, until such time as a determination with regard to the discharge or suspension has been reached by the grievance procedure. With respect to discharge and/or suspension, the Employer shall give at least one (1) warning notice of a complaint against such employee to the employee, in writing via certified mail or UPS trackable service, and a copy of same to the Union via certified mail or UPS trackable service, except that no warning notice be given to an employee before they are discharged and/or suspended if the cause of such discharge and/or suspension is dishonesty or drunkenness, fighting, or the drinking of intoxicating liquors or taking illegal drugs while on duty, or the carrying of or keeping of or under the influence of intoxicating liquors or illegal drugs on the Employer’s premises or the refusal to take drug and alcohol tests due to probable suspicion or otherwise covered under State and Federal Laws, or other causes of extreme seriousness. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. The Union reserves the right to protest warning notices. Discharge must be by proper written notice to the Employee. Copies shall be sent to the Local Union by certified mail or if mutually agreed to with the Local Union in writing by electronic mail (e-mail).

## **ARTICLE 12—BULLETINS AND NOTICES**

The Employer agrees to provide suitable space for the Union bulletin board in a Noticeable area, the exact location, however, shall be determined by the Employer. Postings by the Union on such boards are to be confined to official business of the Union and on the Union’s official letterhead or Titan Messages. There shall be no

other general distribution of posters, pamphlets, advertising, political matter, notices of any kind, or literature upon the Employer's property by the Union nor by any employee.

## **ARTICLE 13—HEALTH & SAFETY**

The Employer and the Union agree the safety of the employees and the general public is of the utmost importance. The employer will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

If the Employer requires a pre-employment examination by the Employer's doctor the Employer shall pay all doctor's fees, regardless of whether for pre-employment examination or for any periodical or routine examination during the tenure of the employee's service, if required by the Employer. The Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees only for the time spent at the place of the examination where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2) hours. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within thirty (30) days whose opinion shall be final. The expense of the third physician shall be equally divided between the Employer and the Union.

An employee hurt while working in the plant shall be furnished medical attention by the Employer immediately and shall be paid for the balance of the shift, overtime excluded. Should the attending physician schedule additional appointments for such employee during their regular scheduled shift and if they are not on medical leave of absence, they shall be paid their regular rate for time lost from work due to keeping such appointments, for a maximum of two (2) such appointments.

The Employer and employees agree to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer

shall provide Worker's Compensations protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

Safety glasses provided by the Employer will be replaced as necessary.

The Employer and the Union agree to comply with all provisions of the Americans with Disability Act.

## **ARTICLE 14—WAGES**

The rate of pay for the various classifications of work and other provisions incidental to wages, pursuant to article 39, Section 13 of the Teamsters/UPS National Master Agreement are set forth in Appendix "A" attached hereto and made a part hereof.

The rate of pay for any new classification established during the life of this Agreement shall be fixed by mutual agreement between the Employer and the Union.

Any individual hired as a part-time employee shall, when reporting to work as scheduled, be guaranteed a minimum of three (3) hours work or pay. Any part-time employee who subsequently becomes a regular full-time employee shall be considered a newly hired full-time employee for all purposes. Seniority part-time employees shall receive holiday and vacation benefits based on three (3) hours pay per day.

The Employer agrees that during the life of this Agreement all conditions of employment relating to wages overtime differentials and hours of work shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## **APPENDIX (A) WAGE PROGRESSION**

The starting wage rate of a trailer repair employee will be eighty-five percent (85%) of the Top rate of the UPS automotive jour-

neyman mechanic in the area where the trailer repair shop is located. A new trailer repair employee will start at one dollar (\$1.00) per hour less than the above mentioned rate and will receive a twenty-five cent (\$.25) per hour increase when gaining seniority, an additional twenty-five cents (\$.25) per hour after sixty (60) working days, and an additional twenty-five cents (\$.25) per hour after ninety (90) working days and the final twenty-five cents (\$.25) per hour at the end of one hundred and twenty (120) working days. After completing the above progression all trailer repair employees will receive the annual GWI.

#### Utility Employee. Full-time and Part-time:

The starting rate of pay for utility employees will be eighty percent (80%) of the top rate of the trailer repair employee in the area where the trailer repair shop is located. 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 cents (\$.25) per hour after six (6) months of employment. After completing the above progression all utility employees will receive the annual GWI.

## **ARTICLE 15—HOURS OF WORK AND OVERTIME**

### **Section 1**

The purpose of this Article is to outline the normal hours of work and to provide the basis for computing overtime payments and shall not be construed as a guarantee of, nor limitation of, hours of work per day, per week or per year.

The work week will be one of the following:

- (a) Eight (8) hours for full-time employees, exclusive of personal time shall constitute a normal workday. Forty (40) hours any consecutive five (5) days worked in any (7) day period, shall constitute a normal work week.

- (b) Ten (10) hours for full-time employees, exclusive of personal time, shall constitute a normal workday. Four (4) days of ten (10) hours in any five (5) day period shall constitute a normal work week.
- (c) The hours of work each day shall be worked in uninterrupted succession. The work week may be changed by the Employer from one to the other as operating conditions may demand, provided however, that the employee shall receive one (1) weeks' notice of such a change.
- (d) When an employee performs work in a higher classification, other than training, the employee will receive the higher classification rate of pay for the actual hours worked in the higher classification.

## **Section 2**

Time and one-half will be paid for all hours worked by an employee:

- (a) Over eight (8) hours in any one calendar day for those employees on an eight (8) hour schedule.
- (b) Over ten (10) hours in any one calendar day for those employees on a ten (10) hour schedule.
- (c) Over forty (40) hours in any one (1) week.
- (d) On the sixth consecutive report for a five (5) day eight (8) hour schedule. On the fifth (5th) report for a four (4) day ten (10) hour schedule.

Double time will be paid for the seventh (7th) report for a five (5) day eight (8) hour schedule; and for the sixth (6th) report for a four day ten (10) hour schedule. It is understood that no time shall be subject to the application of more than one (1) overtime provision.

No employee shall be asked or required to be laid off during their regular hours to equalize time due to the employee having worked overtime.

When a job requires overtime, the Employer will offer the overtime by seniority to qualified employees within the classification. The completion of work already started even though it extends into overtime, is excluded from this provision.

In the event no senior employee elects to perform any of the aforesaid work, it will be assigned to the most junior qualified employee within the classification, who must accept the assignment.

## **ARTICLE 16—REPORTING PAY— FULL-TIME EMPLOYEE**

A minimum of eight (8) hours work or eight (8) regular hours pay will be given to any Employee on a five (5) day work week per Article 15, Section 1(a) or minimum of ten (10) hours work or ten (10) hours pay will be given to an Employee on a four (4) day work week per Article 15, Section 1(b) when reporting for work at their regularly scheduled starting time unless notice is given at the employees' address appearing on the Employer's records not to report, or, they are notified (a) verbally or (b) by notice appearing on the Employer's bulletin board the previous working day not to report or (c) if the employee breaks his guarantee. This provision shall not apply in cases of labor disputes nor other conditions beyond the control of the Employer or when employees are voluntarily absent from the shop at the time general written or verbal notification is given of a shutdown or partial shutdown. If the Employer cannot use an employee in their regular capacity, it may avail itself of their services on other types or work for such minimum periods or any portion thereof at their regular rate. Any employee who has completed their regular day's work and has left the shop, who may be recalled for emergency work and reports for such work shall receive a minimum of two (2) hours work or two (2) hours pay at applicable overtime rate.

## **ARTICLE 17—VACATIONS**

Each employee shall receive an annual vacation with pay in accordance with the following schedule provided:

- (a) Has a minimum seniority of one (1) year.
- (b) Has worked no less than one hundred fifty-six (156) reports for employees on a five (5) day work week or one hundred twenty-five (125) reports for full-time employees on a four (4) day work week during the calendar year (January 1st through December 31st) immediately preceding the anniversary date of employment.
- (c) Employee's eligibility for vacation will be determined as of December 31st of the preceding calendar year in accordance with the following schedule:

Seniority	Full-Time Vacation	Part-Time Vacation
1 year	40 hours	15 hours
2 or more	80 hours	30 hours
9 or more	120 hours	45 hours
15 or more	160 hours	60 hours
20 or more	200 hours	75 hours
25 or more	240 hours	90 hours

Employees with two (2) or more years of seniority will be permitted at vacation selection time to select one (1) week of their vacation to be taken in single day increments. Requests for these days will be submitted to management seven (7) days in advance, with approval or denial given to employees five (5) days in advance. The Company will approve a minimum of one (1) single day vacation per day.

- (d) To earn a vacation in the first year of employment, an employee must have worked no less than one hundred fifty-six (156) reports for employees on a five (5) day work week or one hundred twenty-five (125) report for full-time employees on a four (4) day work week, prior to December 31st, but need not be employed the full calendar year. These employees will then enjoy a January 1st eligibility date of that year. If the employee does not attain the qualifying reports during the first year, they will have a January 1st vacation eligibility date for the following year.

Seniority full-time employees who work a five (5) day work week and worked less than one hundred and fifty-six (156) reports during

the prior calendar year, will be entitled to a pro-rata vacation day for each forty (40) reports times the number of weeks of vacation the employee would be eligible for based on their years of seniority.

Seniority full-time employees who work a four (4) day work week and worked less than one hundred and twenty-five (125) reports during the prior calendar year, will be entitled to a pro-rata vacation day for each thirty-three (33) reports times the number of weeks of vacation the employee would be eligible for based on their years of seniority.

(e) Vacation pay will be paid at the time of the employee's vacation and will be based on his/her regular straight time hourly rate then in effect.

(f) Vacation shall be taken by the employee entitled thereto at a time of his/her choosing provided it is convenient to the production schedule of the Employer. Vacation selections shall be by seniority within the classification and shift the posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation each week. Vacation schedules, by classification, shall be posted on the first Monday in October and remain posted for one (1) month. The employees in the top twenty-five (25%) percent of the seniority list must select their vacations during the first week of the posting. Employees in the next twenty-five (25%) percent must select their vacations during the second (2nd) week of the posting. Employees in the next twenty-five (25%) percent must select their vacations during the third (3rd) week of the posting. Employees in the last twenty-five (25%) must select their vacations during the last week of the posting. All unused vacation time will be paid off by December 31st of each calendar year.

(g) The estate of a deceased employee will receive such employee's vacation pay provided the employee would otherwise have been eligible for such vacation pay.

When an employee quits or is discharged, he/she shall be entitled to all earned vacation pay for which he/she may have been eligible and which has not yet been received.

If a holiday falls during an employee's vacation, the employee shall be paid an extra eight (8) hours for full-time or three (3) hours for part-time at straight time pay, plus their regular vacation pay.

## **ARTICLE 18—HOLIDAY**

Each full-time seniority employee covered by this Agreement will be paid for eight (8) hours, three (3) hours for part-time employees, at his/her regular straight time hourly rate for New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve Day, when work is not performed thereon, provided:

(a) There shall be four (4) personal holidays for employees who have worked one hundred and fifty-six (156) reports for those employees whose regular scheduled work week is five (5) days, and one hundred twenty-five (125) reports for those employees whose regular scheduled work week is four (4) days, during the previous calendar year. Requests for these days will be submitted to management seven (7) calendar days in advance, with approval or denial given to the employee five (5) days in advance. The Company will approve a minimum of one (1) personal holiday per day. Any mutually agreed to past practices in a Local Union's jurisdiction regarding personal holiday selection will continue to be honored.

Personal holidays not taken will be paid off at the end of each calendar year to all eligible employees. All full-time regular employees shall receive eight (8) hours, three (3) hours for part-time employees, pay at the employee's regular hourly rate, provided employees work the regular scheduled workday before the holiday and the regular scheduled workday after the holiday, or unless the employee is off due to a bona-fide illness or injury or excused by Management.

(b) An employee who may be laid off, or who may return from a layoff in the work week prior to, the work week of, or the work week following the holiday, shall receive holiday pay.

(c) Employees attaining seniority after the date of ratification will be eligible for holidays when they complete one year of employment after attaining seniority.

When any of the above holidays fall within an eligible employee's approved vacation period and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he/she shall receive an extra day's pay.

Employees on a (4) 10-hour work schedule will receive ten (10) hours pay at their regular hourly rate except when holidays fall on a non-scheduled workday in which case they receive eight (8) hours of straight time pay.

In the event that any employee is required to work on one of the aforementioned holidays, they shall receive double-time for the work performed, and shall additionally receive the holiday pay as herein provided.

For purposes of calculating overtime pay, any of the above holidays which falls on a regularly scheduled workday shall be considered eight (8) hours on a five (5) day eight (8) hour shift and ten (10) hours on a four (4) day ten (10) hour shift worked during that week.

When any of the above-mentioned holidays falls on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid at the holiday rate.

All full-time and part-time seniority employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within the first six (6) months of absence due to occupational injury.

## **ARTICLE 19—FUNERAL LEAVE**

An employee will be granted a maximum of three (3) days funeral leave in the event of a death in the immediate family; that is: spouse, mother, father, sister, brother, child, stepchild, mother-in-law, father-in-law, grandparent, spouse's grandparent or grandchild and a

maximum of one (1) day current brother-in-law or current sister-in-law. Time off shall not extend beyond the day of the funeral unless an additional day is required for travel in excess of 250 miles from the employee's home location except as provided above. In no event will total compensated time off exceed three (3) scheduled work-days. The days to be considered will be regularly scheduled work-days. The days considered will be from the date of death to the date of the funeral. The employee will be reimbursed at eight (8) times the employee's straight time hourly rate for each day lost from work for those employees whose regular scheduled workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days. Any falsification of such funeral leave will be considered an act of dishonesty. Attendance at the funeral services is mandatory. Part-time employees will receive three (3) hours pay per day.

## **ARTICLE 20—JURY DUTY**

Any falsification of such record or records will be considered an act of dishonesty.

When a seniority employee is called for jury duty service, the employee shall be excused from their regular duties on the days the employee is required to appear in court or comply with jury rules that prevent them from reporting for work. For any regularly scheduled workday in which time off for such jury service is granted, the full-time employee shall be paid their guarantee and the part-time employee shall receive four (4) hours' pay at their straight-time hourly rate, less any amount received as a jury duty fee if such fees are defined as wages under applicable laws. The employee shall be required, however, to turn over to the Employer adequate proof of their jury duty service and compensation, if any, in order to receive the compensation above provided.

Employees who are scheduled to work a day shift shall not be required to report for work on any day they are required to report for jury duty unless released from jury duty not less than six (6) hours prior to the end of their regularly scheduled shift, in which event they will be allowed two (2) hours from the time they are released

from jury duty to report and work the remainder of their regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day they are required to report for jury duty unless they have been released from jury duty not less than four (4) hours prior to the start time of their regular shift and provided further they would complete such shift not less than ten (10) hours prior to the time they are required to report for jury duty the next/following day. Notwithstanding the above, no employee, working other than a day shift, will be required to report to work on a night if they served jury duty that day and that service prevents him or her from reporting for work. An employee's schedule will be adjusted by the Employer when possible to avoid a situation in which the employee otherwise misses more than one day of work for any day of jury duty.

In the event an employee returns to work after being released from jury duty and works beyond their regularly scheduled workday such hours worked shall be compensated for at the applicable overtime rate of pay.

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

Time spent on jury duty service will be considered time worked for purposes of Employer contributions to health & welfare and pension plans, vacation eligibility and payment, holidays and seniority.

# **ARTICLE 21—RETIREMENT AND GROUP INSURANCE**

## **PENSION—TCI Employees**

### **Section 1—Retirement—Full-Time Employees**

#### **Accrual Rates**

1/1/2024	\$70.00
1/1/2025	\$70.00
1/1/2026	\$70.00
1/1/2027	\$70.00
1/1/2028	\$70.00

#### **SERVICE PENSION BENEFITS**

<b>Age of service</b>	<b>20—24 years of service</b>	<b>25 years of service</b>	<b>30 years of service</b>
<56	\$0	\$0	\$2,600
57	\$900	\$1,200	\$2,600
58	\$950	\$1,300	\$2,600
59	\$1,000	\$1,400	\$2,600
60	\$1,050	\$1,500	\$2,600
61	\$1,100	\$1,600	\$2,700
62	\$1,200	\$1,700	\$2,800
63	\$1,300	\$1,800	\$2,900
64	\$1,400	\$1,900	\$3,000
65	\$1,500	\$2,000	\$3,100

Effective January 1, 2024 the above thirty (30) year service pensions shall be increased as follows:

Ages: 56-60: \$3000  
61: \$3100  
62: \$3200  
63: \$3300  
64: \$3400  
65: \$3500

## **Section 2—Group Insurance**

- (a) For those full-time or part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after June 1, 2014 will be provided by the Central States health & Welfare Fund (CSH&W Fund), under the terms set forth in Article 34 of the National Master Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through May 31, 2014.
- (b) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.
- (c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.
- (d) Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage on and after January 1, 2014 under the terms of the Memorandum Concerning UPS

Sponsored Plans, attached to the National Master Agreement.

- (e) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.

## **Section 3—Tax Deferred Savings Plan 401 (k)**

The Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401(k) account in the employee's name in compliance with the Internal Revenue Code and E.R.I.S.A.

## **Section 4—Long-Term Disability**

- (1) Full-time seniority employees will become eligible for long term disability (LTD) after six (6) months of employment for non-occupational illnesses or injuries that last longer than twenty-six (26) weeks.

(2) Long-term disability benefits will equal sixty percent (60%) of the employee's base weekly pay to a maximum of five hundred dollars (\$500) per week for up to five (5) years. Long-term disability benefits begin when short-term disability coverage ends or after twenty-six (26) weeks from date of disability, whichever is later.

(3) Average weekly base pay is computed by averaging paid hours (maximum of forty (40) hours per week) each week during the last full calendar quarter the employee worked and multiplying that by the hourly rate of their base job. Weeks of unemployment in the prior quarter will not be counted in the calculation. If there were substantial weeks of unemployment, the prior full calendar quarter may be used for the calculation.

(4) The definition of disability, termination of eligibility, offsets, exclusions, limitations, claim procedures and any other related issues will be controlled by the Summary Plan Description.

(5) The long-term disability coverage will become effective on January 1, 2019 for eligible employees who become disabled after that date. However, pre-existing conditions will not affect the employee's eligibility for LTD.

(6) Any employee receiving LTD benefits pursuant to this Plan shall be entitled to receive health care coverage in accordance with the SPD for up to twelve (12) months only.

## **ARTICLE 22—TOOL INSURANCE**

The Employer shall be responsible for replacing mechanics personal tools, which they are required by the Employer to furnish for themselves, if such personal tools are lost due to proven theft by forced entry, by fire, or the Act of God, while being used or stored on the Employer's property.

The Employer will not be responsible for tools lost by the mechanic due to his/her carelessness or neglect. The Employer's liability shall not, however, exceed the actual replacement cost of the tools stolen. Mechanics shall cooperate in safeguarding their personal tools.

For mechanics to be covered under this Article it is understood that each mechanic must furnish the Employer with a complete inventory of his/her personal tools, subject to verification by the Employer and must keep such inventory current. The Employer will give the mechanic a written acknowledgment of the inventory submitted, with a copy to the Local Union.

## **ARTICLE 23—OTHER EMPLOYMENT**

During the life of this Agreement, it shall be considered just cause for immediate discharge for any employee to solicit or perform work of the character performed by the Employer that for which the Employer is in direct competition. In cases where an employee is in lay off status for at least thirty (30) consecutive days, this provision does not apply unless and until the employee returns to work for thirty (30) consecutive days.

## **ARTICLE 24—LEGISLATION**

This Agreement is subject to all applicable Federal and State Laws. In so far as the provisions of this Agreement may conflict with the applicable laws or statutes, either Federal or State, such laws or statutes or valid interpretations hereof by a court of competent jurisdiction or qualified agency shall govern and the validity of the remainder of this Agreement shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint.

## **ARTICLE 25—AMENDMENTS TO AGREEMENT**

This Agreement cancels and supersedes any and all previous written and oral agreements made between the parties hereto.

No agreement, understanding alteration, variation, waiver or modification of this Agreement, terms, provisions, covenants or conditions contained herein shall bind the parties hereto unless presented to the Southern Region—Trailer Conditioners, Inc., (TCI) Negotiating Committee for approval.

## **ARTICLE 26—DURATION**

### **Section 1**

This Agreement shall be in full force and effect from August 1, 2023 to and including July 31, 2028 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

### **Section 2**

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, 2023 or July 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

### **Section 3**

Revisions agreed upon or ordered shall be effective as of August 1, 2023 unless otherwise specifically provided. The Employer or the National Negotiating Committee shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein.

### **Section 4**

In the event of an inadvertent failure by either party to give notice set forth in Sections 1 and 2 of the Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

## **ARTICLE 27—APPEARANCE**

The Company will allow employees to have neatly groomed facial hair. Employees who are required to wear protective or safety related devices, and those who are seen by the public are prohibited. Guidelines will be at the company's discretion.

## **ARTICLE 28—EMPLOYEE'S BAIL, LICENSE, SUBSTANCE AND ALCOHOL TESTING**

### **Section 1—Employee's Bail And/Or Court Appearance**

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earnings opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Employees shall be compensated for time spent in jail at their regular rate of pay. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours. The Employer shall assume all responsibility for all court costs, legal fees, and bail bond fees for any employee who is involved in any accident or accidents during working hours and shall assume all responsibility for all judgments and awards against any employee who is involved in accidents during working hours, which result through court action against said employee, except as provided above. In case an employee shall be subpoenaed as a witness in a company-related case, or as a result of their on duty observations of an accident not involving a UPS vehicle, they shall be reimbursed for all time lost and expenses incurred.

### **Section 2—Suspension or Revocation of License**

In the event an employee shall suffer a suspension or revocation of the right to drive the Employer's equipment for any reason, the

employee must notify the Employer before their next report to work. Failure to comply will subject the employee to disciplinary action up to and including discharge in accordance with the procedures set forth in the appropriate Supplement, Rider and Addendum. (See also Article 16, Leave of Absence, Section 3.1.)

If such suspension or revocation comes as a result of the employee complying with the Employer's instruction, which results in a succession of size and weight penalties or because the employee complies with the Employer's instructions to drive Employer's equipment which is in violation of the Department of Transportation regulations relating to equipment or because the Employer's equipment did not have either a speedometer or a tachometer in proper working order and if the employee has notified the Employer of the citation for such violation as above mentioned, the Employer shall provide employment to such employee at not less than the employee's regular earnings at the time of such suspension for the entire time period.

### **Section 3—Controlled Substances Testing**

The parties have agreed that the procedures as set forth in Article 35, Section 3 shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement. To the extent that a subject is not covered by this Article the appropriate regulation shall control.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

The provisions of Article 16, Section 5 will apply to all employees requesting enrollment in a rehabilitation program following a positive drug test. Employees may use the United Parcel Service Employee Assistance Program, a Union sponsored program, as well as any other referral service in choosing an approved program for treatment.

## **Section 3.1—Employees Who Must Be Tested**

UPS employees subject to Department of Transportation mandated drug testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a commercial driver license (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified feeder driver list is also subject to DOT mandated testing as provided in this Agreement.

In addition to testing mandated employees, controlled substance testing will be part of pre-qualification conditions for feeder driver employment, and those persons transferring to a feeder driver position. Individuals who are on a “bid list” for tractor-trailer employment or other similar classification type jobs are subject to being tested for controlled substances before being accepted into such a position.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated drug testing are only subject to reasonable cause testing as provided herein. The substances for which testing shall be conducted, and cut-off levels thereto, shall be consistent with those listed for the DOT-covered employees. This provision also applies to testing conducted pursuant to rehabilitation and after care programs.

## **Section 3.2—Testing**

Because of the consequences that a positive test result has on an employee, UPS will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory which is certified by the Department of Health and Human Services (HHS). All samples will be tested according to DOT drug testing requirements. Validity testing for the presence of adulterants shall be conducted on all specimens, per HHS requirements.

## **Section 3.3—Screening Test**

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

Substance	Initial Test Level (ng/mL)(1)
Marijuana Metabolites (2)	50(3)
Cocaine Metabolites	150(3)
Codeine/Morphine	2000
Hydrocodone/Hydromorphone	300
Oxycodone/ Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines/Methamphetamine	500
MDMA/MDA	500

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

### **Section 3.4—Confirmatory Test**

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/mL)
Marijuana Metabolites (2)	15
Cocaine Metabolites	100
Codeine/Morphine	2000
Hydrocodone/Hydromorphone	100
Oxycodone/Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamine/ Methamphetamine (4)	250
MDMA(4)/MDA (5)	250

(1) For grouped analytes (i.e. two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the

immunoassay to the other analyte(s) within the group must be eighty percent (80%) or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

- (2) An immunoassay must be calibrated with the target analyte, A-9-tetrahydrocannabino 1-9-carboxylic acid (THCA).
- (3) Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15ng/mL for THCA and 100ng/mL for Benzoylecgonine).
- (4) Methyleneoxymethamphetamine (MDMA).
- (5) Methylenedioxymethamphetamine (MDA).

In the event the initial drug test indicates a positive response the confirmatory test must be done.

On an initial drug test, the laboratory must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, the laboratory must conduct a confirmation test.

On a confirmation drug test, the laboratory must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

## **Section 3.5—Laboratory Testing**

All laboratories selected by UPS for analyzing Controlled Substances Testing will be HHS certified.

## **Section 3.6—Types of Testing Required**

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post drug rehabilitation as outlined under Article 16, Section 5.

## **Section 3.7—Pre-Qualification Testing**

Controlled substance testing will be part of UPS's regulated pre-qualification conditions for feeder driver positions.

Drivers will be advised in writing prior to the application process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to acknowledge in writing an understanding of this request before they receive an application.

## **Section 3.8—Reasonable Cause Testing**

Upon reasonable cause, UPS will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) confronts an employee, a Union representative should be made available pursuant to Article 2 of this current Agreement as interpreted. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Local Union in a timely manner.

**Note: (Reasonable Cause)**

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter, offered an opportunity for rehabilitation as set forth in this Article, and the employee will be required to otherwise satisfy the requirements imposed by the DOT regulations. However, if there is a second occasion where reasonable cause testing results in a positive urine test, the employee will then be subject to discharge.

**Non-DOT—Reasonable Cause:**

In the event an employee (not covered by DOT) is tested pursuant to the discipline Article 11 of this current Agreement, such test will be performed under the same procedures and requirements as those set forth in this Article. In the event the test result is positive, as set forth above, it shall be considered a dischargeable offense.

### **Section 3.9—Post-Accident Drug Testing**

DOT mandated drivers will be required to submit to a drug test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to drug testing if there is any reasonable suspicion of drug usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available pursuant to Article 2 of the current Agreement, as interpreted.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

## **Section 3.10—Random Testing**

Random Employee Selection:

The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each region.

For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the region, and
2. A district list of employees shall be printed from the random list in the order in which they are computer selected.

An absent employee whose name appears on the primary list on the random test day must be tested upon return to work immediately upon notification provided they return prior to the next selection period. The lists or true copies of the lists shall be maintained by a third-party administrator. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representatives and company labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

### **Section 3.11—Notification**

UPS employees, subject to Department of Transportation mandated random drug testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

### **Section 3.12—Rehabilitation and Testing After Return To Duty/SAP and Employer Duties**

A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the HHS certified laboratory and who has been contacted by the Medical Review Officer or their designee has seventy-two (72) hours to contact the Medical Review Officer to review the test results. If the

review time schedule is not met, then the Medical Review Officer (MRO) may report to UPS Management that the test is verified as positive. If neither UPS nor the MRO, after making all reasonable efforts, as required by the DOT regulations, is able to contact the employee within ten (10) days from receiving the laboratory results, the test will be considered an uncontested positive test result. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate their situation with an approved Substance Abuse Professional and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in Article 7, of this current Agreement. UPS will follow the final recommendations of the Substance Abuse Professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

The employee will be permitted to return to work after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment and the employee has provided a negative drug test result conducted under direct observation, as per cutoff levels contained in Section 3.3 or Section 3.4 of this Article, as applicable, and/or an alcohol test with an alcohol concentration less than 0.02. The Employer will make all reasonable efforts to conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

### **Substance Abuse Professional (SAP)**

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer

interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;
2. Referring the employee to an appropriate education and/or treatment program;
3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee; and
5. Providing the employee and Employer with recommendations for continuing education and/or treatment.

Follow-up testing shall consist of at least six (6) tests in the first (1st) twelve (12) months following the employee's return to duty. The one (1) year period may be extended as necessary by written verification of the Substance Abuse Professional. Tests shall be conducted under direct observation.

## **Employer Responsibilities**

Prior to allowing an employee to return to duty, after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug test, the employer shall:

- A. Ensure that the employee is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the employee's system.

- B. Ensure that the employee has been evaluated by a Substance Abuse Professional (SAP) for drug use or abuse.
- C. Ensure and confirm with the Substance Abuse Professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

### **Section 3.13—Disciplinary Action**

Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this Article.

#### **1. Reasonable Cause Testing**

- a. A positive test is a dischargeable offense unless the Union and the Employer expressly agree to a lesser penalty. Any such agreement will not be precedent setting.
- b. Refusal to submit to a reasonable cause drug test is a dischargeable offense.

#### **2. Post-Accident Testing**

- a. A positive test is a dischargeable offense.
- b. Refusal to submit to a post-accident drug test is a dischargeable offense.

#### **3. Random Testing**

- a. 1st offense—A positive test shall result in a warning letter (subject to successful completion of rehabilitation).
- b. 2nd offense—A positive test is a dischargeable offense.
- c. Refusal to submit to a random drug test is a dischargeable offense.

4. Pre-qualification

- a. 1st offense—A positive test shall result in disqualification/not considered for feeder list until the next feeder driver school is conducted (subject to successful completion of rehabilitation).
- b. 2nd offense—A positive test is a dischargeable offense.

5. Other Dischargeable Offenses:

- a. Failure to successfully complete rehabilitation.
- b. A positive specimen as part of after-care drug testing.
- c. Failure to comply with after-care treatment plan.
- d. An adulterated or substituted specimen.

### **Section 3.14—Preparation for Testing**

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on-site or off-site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with:

Photo identification issued by the Employer or a federal, state or local government;

If the employee arrives without the above-listed item, the collection agent should contact the district Safety and Health manager or district Human Resources manager.

A standard DOT approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities and signed by the employee and the collection agent in the appropriate areas.

## **Section 3.15—Specimen Collection Procedures**

The Employer agrees to continue use of the Specimen Collection Checklist. The checklist, approved by the National UPS/IBT Safety and Health Committee, is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent. If it is determined that an employee has adulterated or substituted a sample it shall result in the termination of their employment.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. The employee shall display the items in their pockets to the collection agent. If the employee requests it, the collection agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

After washing their hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent provides the employee with a new, sealed kit selected by the employee.

The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Authorization for collection under direct observation will be in accordance with Department of Transportation regulations. All procedures shall be conducted in a professional, discreet and objective manner. Refusal to provide a specimen under direct observation when requested shall be considered a refusal to test and a terminable offense.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the collection container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of thirty (30) milliliters of urine shall be placed in the primary specimen container by the collection agent. The collection agent then must pour at least fifteen (15) milliliters of urine from the collection container into the second specimen bottle to be used for the split specimen. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces distributed reasonably over a period not to exceed three (3) hours or until a sufficient specimen is provided, whichever occurs first. (The original specimen, if any, should be discarded, unless it was out of temperature range or showed evidence of adulteration or tampering.) If the individual is still unable to provide forty-five (45) milliliters of urine, they will be taken out of service and a medical evaluation will be conducted within five (5) business days by a licensed physician who has the expertise in this type of medical issue, and is approved by the Employer to determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the individual will be treated as having refused to take the test. If the employee fails for any reason to pro-

vide forty-five (45) milliliters of urine, the collection agent should contact a third-party administrator (TPA) and either the District Safety and Health Manager or another Employer designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which includes, but is not limited to, conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second (2nd) specimen will be immediately collected under direct observation and the entire procedure should be repeated including initiation of a new custody and control form and separate packaging for shipping. If an employee refuses to provide a second (2nd) specimen, it shall be noted as a refusal to test and shall be a terminable offense.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When a return-to-duty or follow-up test is being conducted, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the

first (1st) laboratory to another independent and unrelated HHS approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second (2nd) sample analyzed, they shall at that time execute a special checkoff authorization form to insure payment by the employee. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the Employer for the costs of the second (2nd) confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second (2nd) specimen tested, disciplinary action can only take place after the MRO verifies the first test as positive and the second laboratory confirms the presence of the drug. However, the employee must be taken out of service once the first (1st) test result is verified as positive by the MRO while the second test is being performed. If the second (2nd) laboratory report is negative, the employee will not be charged for the cost of the second (2nd) test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second (2nd) specimen to be tested, contractual time limits on disciplinary action in the Supplements are waived.

## **Section 3.16—Specimen Shipping Preparations**

After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box.

## **Section 3.17—Medical Review Officer**

Any person serving as a Medical Review Officer (MRO) for the Company must be a licensed Doctor of Medicine or osteopathy with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The MRO is responsible for performing the following functions, in addition to those specified in the DOT regulations:

1. Reviewing the results of UPS's drug testing program.
2. Receiving all positive and negative drug test reports as prescribed under the DOT regulations and making all reports of drug test results to the Employer.
3. Within a reasonable time, notifying an employee of a confirmed positive test result.
4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result:
  - a. Provide an opportunity for the employee to discuss a positive test result.
  - b. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.
  - c. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.
  - d. Verify that the laboratory report and assessment are correct.

5. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by UPS for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.

### **Section 3.18—MRO Determination**

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the Employer as a negative. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations.

Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result should be cancelled. Under these circumstances, the MRO shall report that the test is cancelled.

Not later than seventy-two (72) hours after notification of a confirmed positive test result or refusal to test because of adulteration or substitution, an employee may submit a written or verbal request to the MRO for testing of the split sample. The laboratory used must be certified by the HHS and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second (2nd) test or as the result of the resolution of the grievance.

### **Section 3.19—Record Retention**

The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. UPS shall maintain in a driver's qualification file only such information

as required by the DOT to document compliance with the drug testing requirements.

### **Section 3.20—Release of Drug Testing Information**

The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties' information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules.

When a grievance is filed as a result of a positive test the Employer shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

The Company agrees to notify the Union of any change of HHS approved laboratories used for drug testing, for whatever reason.

### **Section 3.21—Paid For Time**

Testing—Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. (a) If the collection site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one (1) way between the center and the collection site or the collection site to the center; or  
  
(b) For travel time both ways between the center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's center.

3. If an employee is called at home to take a random drug test at a time when the driver is not en route to or from work, the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

Provisions in Supplements, Riders and Addenda that are superior shall prevail.

## **Section 4—Alcohol Testing**

The parties have agreed that the procedures as set forth in Article 35, Section 4 shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulations required by regulation, revise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

### **Section 4.1—Employees Who Must Be Tested**

UPS employees subject to Department of Transportation mandated alcohol testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Drivers License (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified feeder driver list is also subject to DOT mandated testing as provided in this Agreement.

### **Section 4.2—Testing**

Because of the consequences that a positive test result has on an employee, UPS will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential

Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post-accident, the Employer has the right to use alternative DOT approved methods.

### **Section 4.3—Screening Test**

The initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol. The EBT must also be capable of distinguishing alcohol from acetone at the 0.02 concentration level, test an air blank, and perform an external calibration check.

Breath Alcohol Levels: Less than 0.02—Negative 0.02 and above—Positive (Requires Confirmation Test)

### **Section 4.4—Confirmatory Test**

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than thirty (30) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels: Less than 0.02—Negative 0.02 to 0.039—Positive/Out of service for twenty-four (24) hours from time of the test 0.04 and above—Positive/Out of service and referred to Substance Abuse Professional (SAP).

## **Section 4.5—Types of Testing Required**

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post alcohol rehabilitation as outlined under Article 16, Section 5.

## **Section 4.6—Reasonable Cause Testing**

Upon reasonable cause, UPS will require an employee to be tested for the use of alcohol.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee, a union representative should be made available pursuant to Article 2 of this current Agreement as interpreted. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Local Union in a timely manner.

## **Non-DOT Reasonable Cause Testing**

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated alcohol testing are only subject to reasonable cause testing as provided herein, in accordance with supplemental practices.

## **Section 4.7—Post-Accident Alcohol Testing**

DOT mandated drivers will be required to submit to an alcohol test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of alcohol, or reasonable cause to believe the driver was at fault in the accident and alcohol usage may have been a factor.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available pursuant to Article 2 of this current Agreement, as interpreted.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

## **Law Enforcement Testing**

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

### **Section 4.8—Random Testing— Random Employee Selection**

The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each Region. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected for alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the Region, and
2. A District list of employees shall be printed from the random list in the order in which they are computer selected.

An absent employee whose name appears on the random test list must be tested upon return to work immediately after notification provided they returns before the next selection period. The lists or true copies of the lists shall be maintained by a third-party administrator. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representa-

tives and company labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

A driver shall only be tested for alcohol while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

Employees who are on long-term illness or leave of absence shall not be subject to testing.

### **Section 4.9—Notification**

UPS employees, subject to Department of Transportation mandated random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

### **Section 4.10—Rehabilitation and Testing after Return to Duty**

If the Breath Alcohol Technician (BAT) determines a specimen is confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate their situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in Article 7 of this current Agreement. UPS will follow the final recommendations of the Substance Abuse Professional (SAP), concerning the appropriate after-care protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

The provision of Article 16, Section 5 will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the United Parcel Service Employee Assistance Program, a union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. The one (1) year period may be extended as necessary by written verification of the SAP.

## **Employer Responsibilities**

Prior to allowing an employee to return to duty, after the employee has tested positive for an alcohol concentration higher than 0.02, or has refused to submit to an alcohol test, the Employer shall:

- A. Ensure that the employee is "alcohol free", defined as less than 0.02, based on an alcohol test.
- B. Ensure that the employee has been evaluated by a SAP for alcohol use or abuse.
- C. Ensure and confirm with the SAP that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

## **Section 4.11—Discipline**

It is agreed that an employee will have rehabilitation opportunities for alcohol abuse as outlined in Article 16, Section 5, except as provided under Random Testing below.

## **Reasonable Cause Testing**

An employee who is tested for reasonable cause and whose alcohol level is 0.02 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed a disciplinary offense under the terms of the supplemental agreement, the results of the test may be used in the support of the Employer's disciplinary action.

A second positive test of 0.02 or above is a dischargeable offense. A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

### **1. Post-Accident Testing**

An employee who is involved in an accident for which the mandate requires post-accident testing must submit to such test. A post-accident test of 0.02 or above is a dischargeable offense.

### **2. Random Testing**

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter shall be issued.

A second positive test of 0.02 to 0.069 or an initial positive test of 0.04 or above will result in the employee being taken out of service and a ten (10) day suspension shall be imposed. The employee will

also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that in-patient treatment is the second (2nd) such treatment afforded the employee, the cost of such treatment will not be borne by the UPS medical plan.

A third (3rd) positive test of 0.02 or above after the employee was tested pursuant to the above levels will subject the employee to discharge.

### 3. Dischargeable Offenses

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

- A. Failure to successfully complete rehabilitation.
- B. A positive test, defined as 0.02 or higher, as part of post-care testing.
- C. Failure to comply with the after-care treatment plan.
- D. Possession of and/or consumption of an alcoholic beverage while on duty.
- E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Employer and the Union agree to meet and re-negotiate section E of this Agreement.
- F. An employee's refusal to submit to a negotiated test.

Non-mandated employees shall be subject to reasonable cause testing as outlined above.

In no circumstances under this Section shall suspension time run concurrently with any leave period.

### **Section 4.12—Preparation for Testing**

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off-site testing facilities.

Under no circumstances shall the Employer utilize UPS personnel to serve as a Breath Alcohol Technician (BAT).

Upon arrival at the testing site, an employee must provide the BAT with a photo identification.

If the employee arrives without the photo identification, issued by the Employer, or a federal, state or local government, the BAT should contact the District Safety and Health manager or the District Human Resources manager.

A standard DOT approved alcohol testing form must be used by all testing facilities. The form used for non-DOT tests will contain the same information and procedures as the DOT form.

### **Section 4.13—Specimen Testing Procedures**

The Employer agrees to implement a “Specimen Testing Checklist.” The checklist, approved by the UPS/IBT Safety and Health Committee, is to be used with the affected employees at the testing site by the person performing the testing for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee’s recourse to the collective bargaining agreement and/or the grievance procedure.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual’s privacy.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his or her specimen in a location that allows for privacy. The Employer agrees to recognize all employees’ rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the Employer agrees that in all circumstances the employee’s dignity will be considered and all

necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the District Safety and Health manager or Human Resources manager.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) business days, an evaluation from a licensed physician chosen by the Employer who has the expertise in the medical issues concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

## **Section 4.14—Substance Abuse Professional (SAP)**

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and

be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;
2. Referring the employee to an appropriate education and/or treatment program;
3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee;
5. Providing the employee and employer with recommendations for continuing education and/or treatment.

## **Section 4.15—Record Retention**

The Employer shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;

3. Records of the training and proficiency testing of each BAT used in employee testing; and
4. Any required log books.

The Employer or its agent must maintain for two (2) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

### **Section 4.16—Release of Alcohol Testing Information**

The Breath Alcohol Technician (BAT) shall inform the employee before testing that the Employer will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the Employer shall obtain records relating to the alcohol test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

### **Section 4.17—Paid for Time**

Testing—the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the testing site.
2. (a) If the testing site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one way between the center and the testing site or the testing site to the center; or

(b) For travel time both ways between the center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's center.

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

**NEGOTIATING COMMITTEE FOR SOUTHERN REGION  
TRAILER CONDITIONERS INC.,**

**FOR THE EMPLOYEES:**

Timothy D. McDonald—Chair  
Dave Concannon  
Ricardo De Leon

**FOR THE EMPLOYER:**

Nicole Pietrangeli—Chair  
Jody Peters