

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**  
**and**  
**LOCAL 623**  
**Supplemental Agreement**



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

**Local Union No. 623**

**and**

**United Parcel Service**

**Supplemental Agreement**

**to the**

**NATIONAL MASTER**

**UNITED PARCEL SERVICE**

**AGREEMENT**

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



**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT  
AND TEAMSTERS  
LOCAL UNION NO. 623  
SUPPLEMENTAL AGREEMENT**

**For the Period August 1, 2023  
through July 31, 2028**

**TEAMSTERS LOCAL NO. 623 SUPPLEMENT**

This Supplement to the UPS I.B.T. Master Agreement shall apply to all United Parcel Service employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Local 623. Except as provided herein, the provisions of the UPS I.B.T. Master Agreement shall prevail.

**ARTICLE 46—ACQUISITION OF SENIORITY**

**SECTION 1**

A new employee shall work under the provisions of this Agreement but shall be employed only on a 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 discriminate against Union Members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the seniority list and their seniority day shall be the first (1st) day worked of thirty (30) days worked. Time worked from November 1 through the second full week of January of each year shall not accrue toward seniority. Any employee, who is retained after the second full week of January—or recalled within sixty (60) days after the second full week of January, must work thirty (30) days in a ninety (90) consecutive day period commencing with the first (1st) day worked after the second full week of January. However, those employees hired prior to November 1 and retained after the second full week

of January, will retain credit for the number of days worked prior to November 1. These days retained will count towards the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first day worked after the second full week of January.

If employees are hired through an employment agency, the Employer shall pay the employment agency fee.

## **SECTION 2**

Supervisors will not perform work covered by this Agreement, except for the purpose of training, demonstration, safety or performing work when qualified personnel are not available. Training or demonstration shall not be used as a subterfuge for the performing of any bargaining unit work. Any claimed abuses will be referred to the grievance procedure. Stewards will be notified as soon as possible, but no later than the end of the work shifts, when supervisors perform hourly work.

## **SECTION 3**

New hires are employees who are hired from the outside. Attendance at orientation meetings, not to extend beyond five (5) days for part-time employees and fifteen (15) days for full-time employees, shall not count as working days. Seniority part-time employees will receive their hourly rate of pay while attending orientation meetings. All new hired employees will receive the applicable rate outlined in Article 22.

## **SECTION 4**

Within sixty (60) days of ratification of this agreement, the employer will provide to the union every ninety (90) days a complete listing of all current employees. This listing shall provide the name, social security, address, telephone number, center, sort, job classification, full-time seniority, part-time seniority, and rate of pay. The listing of all current employees will be provided in a Micro-Soft Excel or some other mutually agreed upon electronic data format.

## **ARTICLE 47—STEWARDS**

There may be, at the union's discretion, one (1) steward at each center or hub. Except as provided herein, stewards shall be granted

super-seniority for recall in layoff only. Stewards at those centers in which the employees thereof do not have the same starting time shall, however, also have super-seniority for the purpose of bidding or selecting a starting time during those hours when a majority of the employees in the center are scheduled to work.

## **ARTICLE 48—LEAVE OF ABSENCE**

### **SECTION 1—TIME OFF FOR UNION ACTIVITIES**

The Employer agrees to grant the necessary time off, without discrimination or the 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 operation due to lack of available employees.

### **SECTION 2—LEAVE OF ABSENCE**

Any employee desiring leave of absence from their employment shall secure written permission from both the Union and Employer. 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 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.

It is understood that maternity leave for employees shall be granted with no loss of seniority for such period of time as their doctor shall determine that they are physically unable to return to their normal duties.

The employee must make suitable arrangements in writing for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

## **SECTION 3**

A driver whose driving permit has been revoked is obligated to notify the Company within two (2) working days of the revocation.

When a driver's permit has been revoked for reasons other than those for which the employee can be discharged by the Employer, leave shall be granted for such time as their permit has been revoked, but not to exceed two (2) years. An employee whose driver's permit has been revoked, but for not more than two (2) years, shall be offered non-driving jobs where such jobs are available at the prevailing rate of pay for the classification of work the employee performs. Said employee will not be permitted to replace another full-time employee, regardless of seniority, but they may displace the most junior part-time employee in their location or be offered available work before it is assigned to new employees. In the event an employee shall suffer a suspension or revocation of their chauffeur's license because of a succession of local, state, or federal violations, caused by the employee complying with their Employer's instructions to them, the Employer shall provide employment for such employee at not less than their regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and layoff provisions applicable to them at the time of such suspension. Successions referred to above shall not include any points or citations accrued toward suspension or revocation, which are accumulated when the employee is not following Employer's instructions.

## **SECTION 4**

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits, to any employee designated by the Union, in writing to the Employer to act as an elected Union Officer, business agent or organizer.

# **ARTICLE 49—GRIEVANCE PROCEDURE**

## **SECTION 1—623 PARCEL GRIEVANCE COMMITTEE**

The parties have agreed to a new panel process for Local 623 as set forth in Sections two (2) through four (4) below. This panel process

will become effective six (6) months after ratification of the National Master Agreement.

## **SECTION 2—GRIEVANCES**

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement.

Grievance procedures may be invoked only by authorized Union representatives. In the event of a grievance, it shall be handled in the following manner:

- (a) The employee shall report it to their shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours. Management will sign and date each grievance that is presented to them, provided this does not interrupt the operations, regardless of the merits of said grievance. The purpose of the signature is only to verify that the grievance was actually received.
- (b) Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) days.
- (c) If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days unless otherwise mutually agreed to the Local 623 Parcel Grievance Committee. (For the purpose of this Article, the term “working days”, when used to indicate time limitations on the parties, shall mean the days Monday through Friday.)
- (d) In order that the Local 623 Parcel Grievance Committee may operate quickly and efficiently, the parties agree that a person who may or may not be a member of the Local 623 Parcel Grievance Committee shall be mutually selected and designated to serve as Secretary the panel administrator. The panel administrator, if not a member of the Local 623 Parcel Grievance Committee, shall have no voice in making decisions and shall perform only the duties assigned to them by the Local 623 Parcel Grievance Committee.

The panel administrator shall docket cases, prepare the agenda and email a copy prior to the scheduled meeting of the Local 623 Parcel Grievance Committee to each member of the Committee, the Employer and Local Unions whose case appears on the agenda. The panel administrator shall keep the minutes and email copies of the minutes to the members of the Committee and shall also email copies of the decisions of the Local 623 Parcel Grievance Committee to all United Parcel Service, Inc. representatives and Local Union 623 representatives.

(e) A grievance to be heard by the Local 623 Parcel Grievance Committee must be put in writing and submitted to the panel administrator thirteen (13) days before the meeting of the Local 623 Parcel Grievance Committee. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the panel administrator of the Local 623 Parcel Grievance Committee before the thirteen (13) days prior to the date of the meeting of the Local 623 Parcel Grievance Committee. It is agreed that any panel of the Local 623 Parcel Grievance Committee hearing a case shall consist of an equal number of Employer Committee members and Union Committee members, not to exceed three (3) Union Committee members and three (3) Employer Committee members and not less than two (2) Union Committee members and two (2) Employer Committee members. The members of the panel are to be selected from Union representatives who hold positions with Local Union 623 or the International Brotherhood of Teamsters. The decision of the majority of the panel hearing the case shall be binding on all parties.

(f) Payment for grievances settled at the local level at any step of the grievance procedure must be made within two (2) weeks following the date of the settlement. Payment for grievances resolved by the Local 623 panel and National Committees shall be made within two (2) weeks following the Company's receipt of the Committee's resolution statement. A copy of the payroll adjustment will be mailed to the Local Union. Payment of grievance amount will be listed on the employee's payroll advisory. Payment for grievance settlement shall be taxed at the employee's regular withholding rate where legally permissible.

## **SECTION 3**

- (a) The Local 623 Parcel Grievance Committee shall be composed of United Parcel representatives and representatives from Local 623 or the IBT. The expense incurred by the Local 623 Parcel Grievance Committee shall be borne equally by Local 623 and United Parcel Service.
- (b) Except as otherwise provided in the Master Agreement, it is agreed that all grievances pertaining to matters described in this Article must be referred to the Local 623 Parcel Grievance Committee. The Local 623 Parcel Grievance Committee will meet four (4) times a year for a one (1) day period for the purpose of hearing grievances docketed on the agenda. During this one (1) day period the Committee will hear cases in the following order: Discharges, suspensions and regular cases. The Co-chairs of the Local 623 Parcel Grievance Committee upon mutual agreement may schedule additional panel dates.
- (c) On discharge and suspension cases only, an impartial arbitrator, one (1) from a panel of two (2), will sit as a fifth (5th) or seventh (7th) panel member of the Local 623 Parcel Grievance Committee and shall render a bench decision on all deadlocked cases. Individual arbitrators are subject to review and dismissal by either party upon thirty (30) day notice and will be replaced. (It is understood by the parties there will be an implementation period.)

## **SECTION 4**

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the Local 623 Parcel Grievance Committee then the grievance shall be submitted to the Federal Mediation and Conciliation Service by either or both parties within twenty (20) days from the date of the panel decision. The arbitrator must be selected to hear the deadlocked case within thirty (30) working days except by mutual agreement. It is agreed that the arbitrator is empowered to hear and decide the deadlocked case even if only one of the parties submits to arbitration, or, if one of the parties fails to appear at the hearing or to present evidence. The arbitrator shall have the authority to apply the provisions of this

Agreement, and to render a decision on any grievance coming before them but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The arbitrator must render a decision within forty-five (45) days from the date of the agreed upon filing of the post hearing briefs. The cost of the arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties and employees involved. In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to their jurisdiction, the other party shall have the right to take all legal or economic recourse.

## **SECTION 5—APPROVAL BY EASTERN REGION**

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement or Supplements hereto that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the International Director of the Eastern Region of Teamsters or their duly authorized representative, with notice of such approval to be given to the Employer, in writing, prior to such a strike or stoppage of work. The granting of such approval by the Eastern Region of Teamsters shall not impose any liability on said Region.

## **SECTION 6 — ILLEGAL STRIKES**

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work in a case where a strike or stoppage is authorized under this Agreement and the Union shall not be liable for any activities unless so authorized.

It is agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from any unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return

to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such employee shall not be entitled to have any recourse to any other provisions of this Agreement.

## **SECTION 7 — EXAMINATION OF RECORDS**

The Local Union Business Agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employee whose pay is in dispute or records pertaining to a specific grievance. Designated shop steward will be permitted upon mutual agreement.

# **ARTICLE 50—SENIORITY**

## **SECTION 1—GENERAL**

Seniority, as measured by length of continuous service with the Employer, shall prevail in the application of this Article. Seniority will be on a center basis. The Employer agrees to post an updated seniority list every three months in each center for that center with a copy to the Union and Steward affected. If no protest is made within a thirty (30) day period, the list shall stand as correct.

## **SECTION 2—BIDDING**

### **(1) PACKAGE CAR & AIR DRIVERS**

(a) The Employer shall post a list of starting times by classification within each center for all regular full-time jobs on the Second (2nd) Monday in February of each year. Such list shall remain posted for two (2) weeks. Employees shall, in the order of seniority and within their classification, select their starting times from the schedule posted in their center. All start time moves will be completed by the Second (2nd) Monday in April.

(b) The Employer will call each employee within their centers in the office in the order of seniority with the steward present to select their

starting time and preferred area. Once an employee selects by signing the bid, no changes will be permitted. There will be a maximum of three (3) training trips in each Center. The employee will be paid for this time. There will be a minimum of three (3) bid cover drivers per center. These drivers will select, on a weekly basis, all available weekly trips in seniority order. The steward will be provided a copy of the completed list as well as the Local Union. A driver who bids a training route, and is subsequently pulled from that route, shall be dovetailed into the center cover list for that week.

Any package car driver who feels they have been excessively forced from their bid shall have the right to file a grievance. If the matter persists, then it shall be referred to the District Labor Manager and the Principal Officer of Local 623 for review.

(c) In the event a new job or vacancy occurs after the annual January bid, the Employer shall post for ten (10) working days such vacancy or new job for bid in the Buildings where the vacancy or new job occurs. The Buildings agreed to are the Oregon Avenue facility and the facilities located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion.

Package car drivers bidding from building to building will be limited to twelve (12) moves per year. Any new jobs or vacancies after that will be posted in the building where the vacancy or new job occurs.

Vacancies shall be posted within ten (10) working days of the occurrence of the vacancy.

A new job shall be posted within thirty (30) working days.

Any such vacancy or new job shall be awarded to the senior qualified full-time bidder, who shall have thirty (30) working days to qualify provided the bidder has changed classification. If the bidder fails to qualify, that person shall revert to their prior status for a minimum of one (1) year from the date of disqualification. Any

employees, who disqualify themselves, shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Full-time employees who change centers must remain in their new center a minimum of two (2) years.

The open job created by the move of the successful bidder will then be posted and awarded to the senior qualified bidder. The third (3rd) move, if one occurs, shall be filled by the Employer. All jobs added in November and December shall be considered to be temporary jobs and not subject to bid.

(d) When bid work is not available or when delivery areas or runs are consolidated, discontinued or temporarily suspended, employees shall perform available work as assigned.

(e) In the event of a change of starting times of more than one (1) hour after the annual January bid, the Employer shall within ten (10) working days after the change of starting time, post such new starting time for bid within the center and shall be awarded to the most senior employee bidding. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure. All temporary changes of starting times, including those made in November and December shall not be subject to bid.

## (2) TRACTOR TRAILER DRIVERS

(a) The Employer shall post a list of destinations with starting times by classification within each center for all regular full-time jobs on the first (1st) Monday in April and the first (1st) Monday in October of each year. Such list shall remain posted for three (3) weeks. The first week shall be for driver review. During the second and third weeks the employees shall, in the order of seniority and within their classification, select their starting times from the schedule posted in their center. A total of ten percent (10%) of the employees will bid each day of the bid process. Once an employee has bid, and the bid process has moved beyond the next senior bidder, such employee will not be permitted to change their bid. All employees shall bid on their assigned time and day. Otherwise their bid will be selected from the jobs available at the time the employee actually contacts

the Employer to place their bid. All start time moves will be completed by the first (1st) Monday in May and the first (1st) Monday in November.

(b) The Employer will call each employee within their centers in the office in the order of seniority with the steward present upon request to select their semi-annual bid. The employee will be paid for this time. The steward will be provided a copy of the completed list as well as the Local Union.

(c) In the event a new job or vacancy occurs after the semi-annual bid, the Employer shall post for ten (10) working days such vacancy or new job for bid in the buildings where the vacancy or new job occurs. The buildings agreed to are the Oregon Avenue facilities and the facility located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion.

Vacancies shall be posted within ten (10) working days of the occurrence of the vacancy.

A new job shall be posted within thirty (30) working days.

Any such vacancy or new job shall be awarded to the senior qualified full-time bidder, who shall have thirty (30) working days to qualify provided the bidder has changed classification. If the bidder fails to qualify, that person shall revert to their prior status for a minimum of one (1) year from the date of disqualification. Any employees who disqualify themselves shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Full-time employees who change centers must remain in their new center a minimum of two (2) years.

The open job created by the move in this classification of the successful bidder will then be posted and awarded to the senior qualified bidder in the same manner as the new job or vacancy was filled. The third (3rd) move, if one occurs, shall be filled by the Employer.

All jobs added in November and December shall be considered to be temporary jobs and not subject to bid.

Any employee bidding on a job, as a tractor-trailer driver must have successfully completed the Employer's Tractor-Trailer Driver Training School.

(d) When bid work is not available or when delivery areas or runs are consolidated, discontinued or temporarily suspended, employees shall perform available work as assigned. In the event a bid job is eliminated after the semi-annual bid, the displaced driver will either dovetail onto the cover job list or have the opportunity to bump a junior driver. This bump procedure is limited to two (2) moves. The third (3rd) move is to dovetail onto the cover job list.

(e) In the event of a change of starting times of more than one (1) hour or furthest destination after the semi-annual bid, the Employer shall within ten (10) working days after the change of starting time, post such new starting time for bid within the center and shall be awarded to the most senior employee bidding. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure. All temporary changes of starting times, including those made in November and December shall not be subject to bid.

(f) TDP drivers will follow all language in this section except for the semi-annual bids. Those drivers will select their preferred destinations in April of each year.

### (3) FULL-TIME INSIDE PRE-LOADERS (OREGON AVENUE)

(a) The Employer shall post a list of starting times within the center for all regular full-time jobs on the first (1st) Monday in January of each year. Such list shall remain posted for two (2) weeks. Employees shall, in the order of seniority and within their classification, select their starting times from the schedule posted in their center. All start time moves will be completed by the first (1st) Monday in March.

(b) The Employer will call each employee within their center in the office in the order of seniority with the steward present to select

their starting time and preferred area. The employee will be paid for this time. The steward will be provided a copy of the completed list as well as the Local Union.

(c) In the event of a new job or vacancy occurs after the annual January bid, the Employer shall post for ten (10) working days such vacancy or new job for bid in the buildings. The buildings agreed to are the Oregon Avenue Facility and the facilities located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion. Full-time employees who change centers must remain in their new center a minimum of two (2) years.

Vacancies shall be posted within ten (10) working days of the occurrence of the vacancy.

A new job shall be posted within thirty (30) working days.

If no full-time employee bids an inside job, the job will be awarded to the senior qualified bidding part-time employee. No inside jobs will be filled from the outside.

(d) Not more than thirty percent (30%) of the full-time employees in the preload classification may change classifications by bidding new jobs or vacancies during the year. Any inside employee who fails to qualify will return to their prior status for a minimum of one (1) year from date of disqualification. Any inside employees who disqualify themselves will return to their prior status for a minimum of two (2) years from date of disqualification.

(e) In the event of a change of starting times of more than one (1) hour after the annual January bid, the Employer shall within ten (10) working days after the change of starting time, post such new starting time for bid within the center and shall be awarded to the most senior employee bidding. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure. All temporary changes of starting times, including those made in November and December shall not be subject to bid.

#### (4) FULL-TIME BID PRE-LOAD CONTENT (HOG ISLAND)

(a) For the preload portion of the full-time bid the Employer will call each employee within their center in the office in the order of seniority with the steward present to select their preferred area. The employee will be paid for this time. The steward will be provided a copy of the completed list as well as the Local Union.

#### (5) FULL-TIME AIR OPERATION (HOG ISLAND)

(a) The Employer shall post a list of starting times within the center for all regular full-time jobs on the first (1st) Monday in January of each year. Such list shall remain posted for two (2) weeks. Employees shall, in the order of seniority and within their classification, select their starting times from the schedule posted in their center. All start time moves will be completed by the first (1st) Monday in March.

(b) The Employer will call each employee within their center in the office in the order of seniority with the steward present to select their starting time. The employee will be paid for this time. The steward will be provided a copy of the completed list as well as the Local Union.

(c) In the event of a vacancy after the annual January bid, the Employer shall post for ten (10) working days such vacancy for bid within the full-time air operation classification in the building. Vacancies as a result of the initial move shall be posted within ten (10) working days of the occurrence of the vacancy in the buildings. The buildings agreed to are the Oregon Avenue Facility and the Facilities located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion.

Any such vacancy shall be awarded to the senior qualified full-time bidder, who shall have thirty (30) working days to qualify provided the bidder has changed classification. If the bidder fails to qualify, that person shall revert to their prior status for a minimum of one (1) year from the date of disqualification. Any employees who dis-

qualify themselves shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Full-time employees who change centers must remain in their new center a minimum of two (2) years.

A new job will be posted within thirty (30) working days.

If no full-time employee bids an inside job, the job will be awarded to the senior qualified bidding part-time employee.

(d) Should operational changes occur which causes a reduction in the workforce affecting the work schedules of the 22.3 full-time employees, the Company will notify Local 623 and review the affected employees work assignments. The affected full-time employees will be used to perform work in other areas as the operation requires on a temporary basis. If it is determined that this will be a permanent change of more than thirty (30) days, the Company and Union will meet to find new daily or weekly work schedules for the affected 22.3 full-time employees by displacing part-time employees.

### **SECTION 3—QUALIFICATIONS**

Hub and preload employees shall successfully complete the Employer's evaluation with a minimum ninety-five percent (95%) to ninety-eight percent (98%) accuracy. Evaluations shall be given within thirty (30) days after an employee has been placed in the job and every quarter year thereafter. If an employee fails to pass the evaluation with at least the minimum score or better, the employee shall have a maximum of four (4) weeks in which to requalify. Employees failing to pass the quarterly evaluation shall be considered not qualified.

### **SECTION 4—REDUCTION IN WORKFORCE**

(a) When it becomes necessary to reduce the working force, the least senior employee in their classification in their center shall be laid off first, and when the force is again increased the employees will be called to return to work in the reverse order in which they are laid off according to their seniority roster. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall mailed to the employee's last known address by registered or certi-

fied mail or telegram with verification of delivery. The employee must notify the employer within three (3) days (excluding Saturday, Sunday or holidays) after receipt thereof as to whether or not the employee intends to report for work and must actually report for work within two (2) weeks after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, they shall lose all seniority rights under this Agreement.

(b) In the event a full-time employee continues on lay off status for two (2) consecutive working days, they shall be entitled to displace the least senior of the employees, junior to them in the building, however, if they elects to replace a tractor trailer driver, the employee must be previously qualified. This section will not apply to employees with one (1) year or less seniority. The shop steward will be notified of all layoffs.

In the event a feeder driver is laid off and continues on lay off status for two (2) consecutive working days, they shall be entitled to displace the least senior package driver, provided they are package qualified, otherwise they may displace the least senior employee to them in the building provided however that any feeder driver without prior experience as a package driver, who displaces a least senior package driver will do so only on a thirty (30) working day trial period. If a feeder driver fails to qualify as a package driver, they shall return to their prior status but shall not have any right to displace a package driver in any subsequent lay off.

(c) A laid off full-time seniority employee shall be given the opportunity to work on a temporary basis, if qualified at another center in the Local Union's jurisdiction before any new employees are hired, or prior to the Qualified List being activated. If a laid off employee elects not to work, the least senior laid off employee will be forced to work.

## **SECTION 5—TRACTOR TRAILER TRAINING**

(a) Employees who are interested in qualifying as tractor-trailer drivers shall so notify the Employer. Such employees, in seniority order, will be permitted to attend, on their own time, the Employer's training program which will be established periodically when the Employer determines there is a need to qualify additional trac-

tor trailer drivers. The Employer will maintain a list of qualified drivers at all times. These tractor-trailer qualified employees will have priority status to work in the Feeder Centers when needed. A safe driving record is a prerequisite for such training. The Employer agrees to furnish the instructors and necessary equipment.

Qualified list drivers who are on a qualified list prior to January 1 of each year shall be end-tailed onto the feeder center vacation list and will be required to select their annual vacations.

New tractor-trailer openings will be filled from the list of qualified employees in seniority order and in the order in which the employee qualified as a tractor-trailer driver. Current qualified list will be exhausted before subsequent lists are activated. In the event no employee on the list of qualified employees elects to fill an opening, the least senior employee on the current qualified tractor-trailer driver list will be required to fill the opening. In the event an employee is forced from the list to fill an opening the employee will be allowed to bid future tractor-trailer openings. New jobs or vacancies will be filled from the qualified list.

(b) After being on the tractor-trailer seniority list for two (2) consecutive years, an employee may bid another classification when a vacancy or new job occurs.

## **SECTION 6—LOSS OF SENIORITY**

Seniority shall be broken only by:

Discharge

Voluntary Quit

Layoff for a period of three (3) years from last date of employment.

Unauthorized failure to report for work for three (3) consecutive days.

## **SECTION 7—OPENING AND CLOSING OF CENTERS**

Whenever a center is closed, the employees affected will be entitled to move to the location to which the work is transferred and their

seniority will be dovetailed in the new location. However, if a center is partially closed, employees shall be given preference according to seniority in determining which employees shall stay to perform the work remaining at the partially closed center. The remaining employees will be entitled to move to the location to which the work is transferred and their seniority will be dovetailed at the new location.

## **SECTION 8—PURCHASE OR LEASE OF EQUIPMENT**

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

## **SECTION 9—EXTRA ASSIGNMENTS**

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

## **ARTICLE 51—DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

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.

No warning notice need be given to an employee before the employee is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),  
Being under the influence of liquor or drugs during working hours,  
Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

An unreported accident,

Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours,

Carrying unauthorized passengers in Employer's vehicle,

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to their discharge or suspension. Should such investigation prove that an injustice has been done an employee, they shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

## **ARTICLE 52—MEAL PERIOD**

### **SECTION 1**

The parties are agreed in principle that where practical, the lunch period will not start before the employee has been on duty for three (3) hours or after the employee has been on duty for five (5) hours. Except in cases of extreme emergency, the Employer shall not direct that lunch periods commence later than the end of the fifth (5th) hour of work.

### **SECTION 2**

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of their one (1) hour meal period, in which

event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company. This agreement may only be changed at the annual bid and the month of July.

Feeder drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company.

### **SECTION 3**

The employee may, unless otherwise directed, break this one (1) hour into two (2) periods, one of twenty (20) minutes, after completion of the second (2nd) hour and prior to the third (3rd) hour and a later meal of forty (40) minutes, or take a single sixty (60) minute period.

This pertains to package car drivers, so they can make the next day air 10:30 AM delivery commitment.

### **SECTION 4**

No employee shall use Employer's equipment to drive home to lunch.

### **SECTION 5**

Full-time seniority employees shall receive one (1) 10 minute paid break. Paid break time shall not be used in computing overtime.

## **ARTICLE 53—PAID FOR TIME**

### **SECTION 1—GENERAL**

(a) All employees covered by this Agreement shall be paid for all the time spent in the service of the Employer. Rates of pay provided by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time the employee is effectively released

from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State or City regulations which occur through no fault of the driver shall be paid for.

(b) When any full-time employee is required to report for work before their scheduled starting time, the employee shall be paid for such period at the overtime rate applicable for that day. It being understood, nevertheless, that an employee receiving overtime pay for work prior to their scheduled starting time shall receive only their regular straight time rate of pay for all work performed in the eight (8) hours following their starting time.

(c) Where the starting time of an entire full-time shift is to be changed, one (1) week's notice shall be given, except in the event of an Act of God. When the starting time of less than an entire full-time shift is changed, reasonable notice of forty-eight (48) hours is to be given.

## **ARTICLE 54—WAGES AND HOURS**

### **SECTION 1**

(a) The work week for package car drivers and inside full-time pre-loaders shall consist of five (5) consecutive days of eight (8) hours each, exclusive of the meal period. The workweek for feeder drivers shall consist of any five (5) consecutive days of eight (8) hours each or four (4) days of ten (10) hours each, exclusive of the meal period.

Any full-time seniority employee, whose regular scheduled work-week is Monday through Friday, when required to work on Saturday shall be paid at one and one half (1-1/2) their straight time hourly rate.

Any full-time seniority employee who works on a sixth report in a given week shall be paid at one and one-half (1-1/2) their straight time hourly rate. Any full-time seniority employee who works on a seventh report in a given week shall be paid at double their straight time hourly rate.

Feeder drivers assigned to a four (4) ten (10) schedule shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day.

(b) Full-time employees shall be required, if needed by the Employer, to work in excess of their daily guarantee, which could be for example, four (4), eight (8), nine (9) or ten (10) hours, or forty (40) hours in a week. All full-time employees shall be paid at the rate of time and one-half the rate set forth above for all work performed in excess of the applicable daily guarantee as illustrated above, or forty (40) hours in a week for the particular classification of employee in question. For the purposes of ascertaining the overtime compensation, which an employee is entitled to receive in any week, the number of hours guaranteed, as a day's work shall be counted as hours worked.

(c) Any full-time seniority employee who is called into work or who starts to work on any day, shall be paid for a full day's work of their daily guarantee, which could be for example; four (4) hours, eight (8) hours, nine (9) hours or ten (10) hours; provided, that if Union supplies help not having experience in the particular type of work for which supplied, and such help shall prove unsatisfactory after less than the applicable guarantee worked, Employer shall be obligated to pay such employee only for the time actually worked.

(d) There shall be no split shifts.

(e) All hours worked on Sunday shall be paid for at the rate of double the straight-time hourly rate with a minimum guarantee of eight (8) hours work or pay, except as provided below.

(1) Preload employees who start on Sunday night will receive their straight time hourly rate. If a preload employee starts prior to 10:00 P.M., they will receive double time for all hours worked up to their scheduled start time (bid time).

(2) Full-time employees who work on Sunday as part of their regularly scheduled workweek will be paid their straight time hourly rate.

(f) All full-time employees who are assigned to work on their regular shift on a Saturday evening and whose work ends on Sunday shall work the hours necessary to complete that day's work at the Saturday rate. All hours worked in excess of the applicable daily guarantee which could be four (4), eight (8), nine (9), or ten (10) hours will be at time and one-half the straight time hourly rate.

(g) In order to qualify for any guarantee under this Article, an employee must commence work at their scheduled starting time and complete their scheduled shift.

In cases where an employee does not report at the scheduled starting time, the daily guarantee shall be reduced by the amount of lateness, if allowed to work by the employer.

(h) An employee may be required to work in more than one (1) job classification within any work day, but shall be compensated at the rate applicable to the highest rated classification for all work performed during that day.

(i) Feeder drivers of this or other I.B.T. Locals with UPS contracts shall load, unload, sort and shift as directed irrespective of Union jurisdiction.

## **WAGE SCHEDULE LOCAL 623**

Classification	8/1/23	8/1/24	8/1/25	8/1/26	2/1/27
Tractor Trailer Driver	\$44.31	\$45.06	\$45.81	\$46.81	\$49.06
Package Driver	\$44.31	\$45.06	\$45.81	\$46.81	\$49.06
Sorters & Pre-loaders	\$38.69	\$39.44	\$40.19	\$41.19	\$43.94
Center Clerks	\$35.05	\$35.80	\$36.60	\$37.50	\$38.50

Part-time utility drivers — \* Per Article 68, Section 2 (b).

### a) Part-time Employees

(1) All part-time employees who have attained seniority as of August 1, 2023, will receive the following general wage increases for each contract year. The total wage increase for each year will be as follows:

2023	two dollars and seventy-five (\$2.75)
2024	seventy-five cents per hour (\$0.75)
2025	seventy-five cents per hour (\$0.75)
2026	one dollar per hour (\$1.00)
2027	two dollars and seventy-five (\$2.75)

(2) Any seniority part-time employee below twenty-one dollars (\$21.00) after the application of the general wage increase shall be raised to the minimum of twenty-one dollars (\$21.00) and shall thereafter be eligible for the above general wage increases on the one-time longevity increases below.

(3) After the application of the GWI and the minimum twenty-one dollar (\$21.00) rate, the following one-time longevity increases shall become a part of the applicable employee's base wage rate, based on their original hire date:

Five (5) up to ten (10) years of service (YOS)—  
fifty cents (\$0.50) per hour

Ten (10) up to fifteen (15) YOS—  
one dollar (\$1.00) per hour

Over fifteen (15) YOS—  
one dollar and fifty cents (\$1.50) per hour

The application longevity increase will be applied for each eligible employee on August 1, 2023.

For example, if an employee's date of hire is August 2, 2002, effective August 1, 2023 the employee will receive the two dollar and seventy-five cent (\$2.75) general wage increase and the one dollar and fifty cent (\$1.50) per hour longevity wage increase based on the accrued twenty-two (22) years of service.

b) Newly hired part-time employees

All part-time employees who are hired or reach seniority after August 1, 2023 will be paid according to the following progression:

Start	\$21.00
Twelve (12) months	\$21.50
Twenty-four (24) months	\$22.00
Thirty-six (36) months	\$22.50
Forty-eight (48) months	\$23.00

The start rate for part-time employees hired after August 1, 2027 shall be increased to twenty-three dollars (\$23.00). Employees al-

ready in progression shall be raised to twenty three dollars (\$23.00) on August 1, 2027.

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

Tractor trailer driver double bottoms sixty-five cents (\$0.65) per hour above classification rate for less than double 40-ft. trailers. Eighty cents (\$0.80) per hour above classification rate for double 40-ft. trailers and triples and above.

Package car drivers who are required to operate truck-pup, truck-scat, truck-truck, will receive thirty (\$0.30) per hour above classification rate.

Helpers to receive one hundred percent (100%) of part-time “All Others” rate per hour. Helpers to be used in the months of November and December of each year only.

## **SECTION 2**

(a) No employee shall be required to complete a full-time progression more than one (1) time even if the employee transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car or feeder driver job and has not previously held a full-time job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee’s current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

(b) The progression for employees entering a package car driving, feeder, or other full-time job (other than an air, Article 43 jobs, or a job covered by Article 41 Section 3, 4 or 6) after August 1, 2023 shall be as follows:

Start	\$23.00
Twelve (12) months	\$24.00
Twenty-four (24) months	\$25.00

Thirty-six (36) months	\$30.75
Forty-eight (48) months	Top Rate

Part-time employees on the payroll as of July 31, 2023 who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become their full-time start date for the purposes of applying the above progression.

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

This Sub-section shall supersede any provision to the contrary in any Supplement, Rider or Addendum.

## **ARTICLE 55—HOLIDAYS**

### **SECTION 1**

(a) Seniority employees who meet the qualifications listed in this Article shall be paid the named holidays as follows: employees on a five (5) day, eight (8) hour per day work week schedule will receive eight (8) hours pay at their straight time hourly rate. Employees on a four (4) day, ten (10) hours per day workweek schedule will receive ten (10) hours pay at their straight time hourly rate. Employees working on a four (4) days at nine (9) hours per day and one (1) day at four (4) hours work week schedule will receive, nine (9) hours of pay at their straight time hourly rate for days in which the holiday falls on their nine (9) hour work days and four (4) hours of pay at their straight time hourly rate on days on which the holiday falls on their four (4) hour work days. If the named holiday falls on an unscheduled workday all full-time employees will receive holiday pay at their highest scheduled workday of that week at their straight time hourly rate. The named holidays are listed below:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	December 31st
Labor Day	

(b) Employees hired after August 20, 1987 will be eligible for the above-named holidays twelve (12) months after attaining seniority.

## **SECTION 2**

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays during each year of this Agreement. The personal holidays shall be days mutually agreed to by the employer and employee. Employees must give a maximum of four (4) weeks and at least two (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours.

1. These seven (7) personal holidays will be paid as follows:

(a) Full-time employees on a five (5) day, eight (8) hour per day workweek schedule will receive nine (9) hours pay at their straight time hourly rate. Employees on a four (4) day, ten (10) hours per day workweek schedule will receive ten (10) hours pay at their straight time hourly rate. Employees working on a four (4) days at nine (9) hours per day and one (1) day at four (4) hours work week schedule will receive, ten (10) hours of pay at their straight time hourly rate for days in which the personal holiday is taken on their nine (9) hour work days and five (5) hours of pay at their straight time hourly rate on days on which the personal holiday is taken on their four (4) hour work days. Any unused personal holidays will be paid off at their highest scheduled workday of their normal workweek, at their straight time hourly rate.

(b) Part-time employees shall receive four (4) hours pay for the seven (7) personal holidays.

(c) Employees hired after ratification date 1993:

- 9 months from seniority date—1st personal holiday
- 12 months from seniority date—2nd personal holiday
- 18 months from seniority date—3rd personal holiday
- 24 months from seniority date—four (4) additional personal holidays to be entitled to until April 30th.

(d) Part-time employees hired after August 1, 2008 will receive:

- 12 months from seniority date 2 personal holidays
- 18 months from seniority date 3rd personal holiday
- 24 months from seniority date four (4) additional personal holidays to be entitled to until April 30th.

Effective May 1st eligible employees will be entitled to seven (7) personal holidays during each year of this Agreement after completing the progression listed above.

Any employee (after completion of the above progression) who has not taken their personal holidays prior to May 1st of each year will be paid the second week of May during each year of this Agreement.

### **SECTION 3**

Employees who are serving probationary period are not entitled to holiday pay or holidays falling within the probationary period.

### **SECTION 4**

In order to qualify for straight time pay for a holiday not worked, regular full-time employees must work the regular scheduled work day which had directly preceded or followed the holiday except in cases of proven illness, personal injury or unless the absence is agreed to.

In cases of proven illness and proven injury, a regular full-time employee will be entitled to holiday pay as outlined in Section 1 (a) of this Article for each holiday recognized by this Agreement which occurs during the first thirty (30) calendar days following the onset of proven illness or the occurrence of the injury.

### **SECTION 5**

(a) A seniority employee is entitled to holiday pay if the holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay then in such case the employee shall receive an extra day's pay for

each holiday in the week in which they returns to work. Said extra day's pay shall be paid as outlined in Section 1 (a) of this Article.

A seniority employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon their return. Under no circumstances shall the extra pay referred to herein be considered to be holiday pay nor shall it be considered as hours worked for weekly overtime.

Any employee who is required to work on the holiday shall receive their straight day's pay for the holiday as outlined in Section 1 (a) of this Article, plus double their straight time hourly rate for all hours worked on their normal daily schedule and is required to work beyond their normal daily work schedule on the holiday, shall receive triple their straight time hourly rate for each hour worked in excess of their normal daily work schedule. If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday. In any week in which a holiday falls, daily overtime shall commence after their normal daily work schedule and thirty-two (32) hours weekly, except where the holiday is worked or falls on Saturday. At no time shall overtime be pyramided.

(b) Employees who are assigned to work on their regular shift on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day's work at the regular rate. All hours worked in excess of their normal daily work schedule will be at time and one half (1 1/2) the straight time hourly rate. When operating schedules require that part-time employees work on a holiday, they shall be given the next day off as the holiday. If required to work that next day, they shall be given the premium pay for holiday work. If not required to work that next day, they shall be given holiday pay. However, the work done on the holiday itself shall be paid for at regular rates.

Any Feeder Driver working into a holiday morning will be paid at double time rate after completion of their regular scheduled shift.

(c) Starting time and shifts shall not be changed to circumvent application of the above provisions relating to holiday pay.

(d) All time worked in job classifications subject to hourly rates and worked on holidays shall be paid at double time in addition to the holiday pay, except in the case of an employee whose regular work period starts on a holiday or ends on a holiday morning.

(e) Senior employees may refuse to work on a holiday; however, all jobs must be covered by junior employees on the seniority list.

(f) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay at the straight-time rates in lieu thereof to be determined by the Employer.

## **SECTION 6**

A part-time employee who is otherwise eligible shall be entitled to receive holiday pay of four (4) hours of straight time pay per day.

In order to qualify for four (4) hours of straight time pay for a holiday not worked, regular part-time employees must work the regular scheduled work day which had directly preceded and followed the holiday except in cases of proven illness, personal injury or unless the absence is agreed to.

## **ARTICLE 56—VACATIONS**

### **SECTION 1**

(a) Every employee who has been continuously in the employ of Employer for a period of one (1) year and who meets the other qualifications set forth herein, shall be entitled to receive one (1) week's vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after their first anniversary date and during each year thereafter until their second (2nd) anniversary date.

(b) Every employee who has been continuously in the employ of Employer for a period of two (2) years or more and who meets the other qualifications set forth herein shall be entitled to receive two (2) weeks vacation with pay (as defined herein) as scheduled by the

Employer in the manner hereinafter provided after their second (2nd) anniversary date and during each year thereafter until their tenth (10th) anniversary date.

(c) Every employee who has been continuously in the employ of Employer for a period of ten (10) years or more and meets the other qualifications set forth herein shall be entitled to receive three (3) weeks vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after their tenth (10th) anniversary date and during each year thereafter until their fifteenth (15th) anniversary date.

(d) Every employee who has been continuously in the employ of the Employer for a period of fifteen (15) years or more and who meets the other qualifications set forth herein shall be entitled to receive four (4) weeks vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after their fifteenth (15th) anniversary date and during each year thereafter until their twentieth (20th) anniversary date.

(e) Every employee who has been continuously in the employ of Employer for a period of twenty (20) years or more and who meets the other qualifications set forth herein shall be entitled to receive five (5) weeks vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided and during each year thereafter.

(f) Effective August 1, 1990, all employees with 25 or more years of seniority shall be entitled to a sixth week of vacation providing they are otherwise eligible.

This additional week of vacation will be provided in the next vacation period following ratification of this Agreement.

(g) Effective January 1, 2014, all employees with five (5) or more years of seniority shall be entitled to select one (1) week of their vacation in one (1) day increments and will be compensated at nine (9) hours for full-time employees and four (4) hours for part-time employees. The employee must declare this option at the time of

vacation selection. The vacation day shall be selected in seniority order after the regular personal holiday request. The vacation days shall be days mutually agreed to by the employer and employee. Employees must give a maximum of four (4) weeks and at least two (2) week's notice of desire to take such vacation day. Company will respond within forty-eight (48) hours.

## **SECTION 2**

By "continuously" is meant the following: If an employee loses less than six (6) calendar months or less than one hundred thirty (130) working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since their last vacation, the employee shall be entitled to their full vacation with pay. If an employee loses six (6) or more calendar months or one hundred thirty (130) or more working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since their last vacation, they shall be entitled to a pro rata share of their vacation. The total number of days worked (including day for which they were paid holidays or the previous year's vacation) shall be divided by one hundred thirty (130). The resulting figure, when multiplied by the vacation amount the employee would have been entitled to if not off, is the pro rated vacation due.

## **SECTION 3**

(a) The Employer shall have the right to schedule the number of employees in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless mutually agreed to by the Union and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Employer's business. Vacations may be scheduled during the period between December 26 and October 31 of the following year, inclusive. The Employer will post the vacation schedule the first two (2) weeks in January. Any employee who does not select their vacation at that time will be assigned their vacation by the Employer.

(b) A minimum of seventeen (17%) percent of the total number of eligible employees by classification at each center shall be permitted to go on vacation each week between December 26th and October 31st each year. A minimum of two (2) employees per center per week shall be permitted to go on vacation during the month of November through the week after Thanksgiving. (Rounding of fractions shall be as follows: .0 to .49 shall round down and .50 to .99 shall round up.)

(c) As to an employee eligible for four (4) or five (5) weeks' vacation, the Employer shall have the option, after working same out with the Union, of paying the employee or having them take the fourth (4th) and/ or fifth (5th) weeks off. Where the employee takes the fourth (4th) and/or fifth (5th) weeks, the employee shall receive their vacation pay plus pay for time worked.

The vacation period for eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) weeks vacation, Employer may split the vacation into two (2) separate week periods with the consent of eligible employee.

If, in the future, Employer and Union agree that manpower shortage has developed, an employee may be required to work during the vacation period, but in such event the employee shall receive in addition to their earnings for that week the pay to which they would have been entitled had they been on vacation.

(d) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay at straight time rates, in lieu thereof to be determined by the Employer.

## **SECTION 4**

(a) Vacation pay shall be paid the eligible employee before the employee starts their vacation. The pay, which an employee shall be entitled to receive for their vacation, shall be determined as follows:

One (1) week's vacation pay for an eligible employee compensated in accordance with the rates set forth in this Agreement shall be equal to forty-five (45) times the employee's regular straight time hourly rate.

Upon permanent layoff, discharge or quit, any employee on the seniority list with one (1) or more years of service shall be entitled to vacation pay on a pro rata basis.

(b) Returning servicemen who would be entitled to receive a vacation under the Soldiers' & Sailors' Relief Act by virtue of this Agreement, shall receive a vacation, or pay in lieu thereof, as set forth above.

## **SECTION 5**

If an employee's paid vacation period accrues or is payable during a period in which the employee is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

## **SECTION 6**

In the event of death of an employee, vacation shall be computed as if the employee terminated employment on the day of their death and any vacation pay which would have been due the employee if the employee was living and terminated employment shall be paid directly to such employee's beneficiary or estate.

## **SECTION 7**

A part-time employee who is otherwise eligible shall be entitled to receive vacation benefits on the basis of one-half (1/2) that which an eligible full-time employee would be entitled to receive. One-half (1/2) vacation pay means four (4) hours of straight time pay per day.

# **ARTICLE 57—HEALTH AND WELFARE**

## **SECTION 1**

(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 January 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 December 31, 2013.

(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.

## **ARTICLE 58—(RESERVED)**

## **ARTICLE 59—PENSION**

### **SECTION 1**

The Employer will contribute for full-time seniority employees to the Teamsters Pension Trust Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the “Pension Fund”) in the manner described in the Sections below.

### **SECTION 2**

For the duration of this agreement, the employer shall continue to contribute to the pension fund in the amount equal to the contribution rate as of July 31, 2023.

### **SECTION 3**

There shall be no other pension fund under this Agreement for operations under this Agreement.

### **SECTION 4**

Contributions to the Fund as set forth in Section 2 above, shall be made for each full-time seniority employee for each day worked, or

if not worked, paid for pursuant to the terms of this agreement covering Holidays, Vacations, and paid sick leave (not worked), to a maximum of eight (8) hours per day or forty (40) hours per week.

An Employer shall contribute into the Pension Fund the sum of one dollar (\$1.00) per hour, not to exceed eight dollars (\$8.00) per day, for each day worked by a full-time casual, extra, probationary employee or utility driver covered by this Agreement.

## **SECTION 5**

The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 28th day of the month following the month in which these monies were accrued.

## **SECTION 6**

Notwithstanding the provisions of Article 49, the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer and the Local Union.

## **SECTION 7**

Failure on the part of the Employer to contribute as specified herein above shall make them liable for all claims, damages, attorney's fees, court costs, plus all arrears in payment plus ten percent (10%) as liquidated damages.

## **SECTION 8**

Any employees assigned by an Employer for any period with leased or rental equipment to a nonunion or nonaffiliated operator, shall, for Pension Fund purposes, continue to be the employee of the lessor-operator whose obligation it shall be to continue payment of Pension Fund contributions for such employee throughout any such period.

## **SECTION 9**

(a) Each Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, the Employer's report, stat-

ing the name, social security number, and total contributions paid or due by Employer to the Pension Fund for such regular full-time employee employed by Employer during the previous calendar month. The Employer will provide the above information to the Local Union by transmission of a computer file in a mutually agreeable format, each calendar month.

(b) The Trustees of the Pension Fund shall have the right to require any Employer covered by this Agreement to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records and State or municipal wage and income tax records for any or all employees covered by this Agreement.

## **SECTION 10**

By the execution of this Agreement, the Employer authorizes M.T.L.R. to enter into appropriate Trust Agreements necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## **SECTION 11**

If a full-time employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

## **SECTION 12**

A full-time employee shall be required to retire in accordance with rules established by the Board of Trustees of the Pension Fund.

## **SECTION 13**

If a full-time seniority employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay

the required contributions until such employee returns to work however; during any period of such on the job injury such contributions shall not be paid for a period of more than nine (9) months.

Effective April 1, 1980, during any period of on the job injury such contributions shall not be paid for more than six (6) months.

The amount of such contributions shall be that required to maintain the employee's eligibility during such period of absence.

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

## **ARTICLE 60—PART-TIME EMPLOYEES PENSION**

The Employer shall provide Pension Benefit Coverage to part-time employees under the terms and conditions as may be contained in the UPS Pension Plan as required by law, and as described in Article 34, paragraph (i) of the National Master Agreement.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed

to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

## **ARTICLE 61—DEATH IN FAMILY**

### **SECTION 1**

In case of death of an employee's spouse, mother, father, sister, brother, child, stepchild, grandchild, grandparents, mother-in-law, father-in-law, step parents, such employee shall be allowed not more than four (4) days off with pay for the express purpose of attending services for the deceased. An employee shall be paid for such days off if any of such four (4) days occur during the employee's regularly scheduled work week and the employee would have had work opportunity during such days. If the four (4) days or any of them occur while the employee is otherwise compensated, such as for a paid holiday, paid vacation, or while unable to work because of illness or injury, the employee shall not be paid for such day or days.

In addition to the above, an employee shall be allowed one (1) day off with pay for the express purpose of attending the funeral or other bereavement rite of a sister-in-law, brother-in-law, aunt or uncle with proper documentation.

Under no circumstances shall the provisions of this Section result in an increase or decrease in an employee's normal earnings. An employee who is otherwise qualified shall be guaranteed two (2) days pay regardless of day of death or day of funeral.

### **SECTION 2**

A part-time employee who is otherwise eligible shall be entitled to receive Death in Family benefits on the basis of one-half (1/2) that

which an eligible full-time employee would be entitled to receive. One-half (1/2) means four (4) hours of straight time pay per day.

## **SECTION 3**

Death certificate or other satisfactory proof of death may be required by the Employer.

## **ARTICLE 62—JURY DUTY**

Refer to Master Agreement, Article 29.

## **ARTICLE 63—SICK LEAVE**

Employees hired after ratification 1993 will be entitled to sick days as follows:

- 9 months from seniority date—1st sick day
- 12 months from seniority date—2nd sick day
- 18 months from seniority date—3rd sick day
- 24 months from seniority date will be entitled to all three (3) sick days under this Agreement

Effective May 1st eligible employees will be entitled to three (3) sick days during each year of this Agreement after completing the progression listed above.

All sick leave shall be taken as follows:

Option 1. Sick days can be taken on a one- (1) day basis.

Option 2. An employee who has not used the three (3) days sick leave with pay as provided in Option 1 above shall be paid at such other time as the employee may request or by the second week of May of each calendar year of this agreement. Any unused sick leave will be paid off at their highest scheduled workday of their normal workweek, at their straight time hourly rate.

Full-time employees will be paid as follows: employees on a five (5) day, eight (8) hour per day work week schedule will receive eight (8) hours pay at their straight time hourly rate. Employees on a four (4) day, ten (10) hours per day workweek schedule will receive ten (10) hours pay at their straight time hourly rate. Employees working on a four (4) days at nine (9) hours per day and one (1) day at four (4) hours work week schedule will receive, nine (9) hours of pay at their straight time hourly rate for days in which the sick day was taken on their nine (9) hour work days and four (4) hours of pay at their straight time hourly rate on days on which the sick day was taken on their four (4) hour work days. Part-time employees will receive four (4) hours pay at the applicable straight time hourly rate for each day of paid sick leave.

## **ARTICLE 64—BREAKDOWNS AND IMPASSABLE HIGHWAYS**

In any instance of breakdown or impassable highway which prevents an employee from proceeding to their destination (or, if instructed, from returning to their center), the employee shall be paid for all time up to the time at which they arrives at a place of lodging, with overtime payments, if appropriate. Once the employee has arrived at a place of lodging, the employee shall be considered to be relieved from duty and they shall remain off duty until their regular starting time the next day or until called to duty, whichever occurs sooner. If more than one (1) day elapses before the employee is called to duty, they shall be paid not less than their daily minimum guarantee each twenty-four (24) hour period, such period to be measured from the employee's regular starting time each day until they returns to their center or home. In addition, such an employee shall be furnished clean, comfortable, sanitary lodgings, plus meals. The meal allowance shall be fifteen dollars (\$15.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) for supper.

## **ARTICLE 65—PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of total

hours and gross earnings and an itemized statement of all deductions made for any purpose. Payroll checks shall be in sealed envelopes.

## **ARTICLE 66—UNIFORMS AND PERSONAL APPEARANCE**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of their continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (5 winter—5 summer) on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

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

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

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees shall change into uniforms on the Company premises before reporting for duty and change out of uniforms after being relieved from duty each day.

## **ARTICLE 67—MAINTENANCE OF STANDARDS**

### **SECTION 1—PROTECTION OF CONDITIONS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, and general working conditions, as negotiated or agreed upon, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be im-

proved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

## **ARTICLE 68—PART-TIME EMPLOYEES**

Part-time employees are defined as who, when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3 1/2) hours. Should any part-time employee work over five (5) hours on any assigned shift, they will receive time and one-half (1 ½) for all hours in excess of five (5) hours. In Oregon Avenue, any part-time employee working double shifts shall be guaranteed eight (8) hours at the straight time hourly rate. The local union and/or the affected shop steward will be notified when doubles work is required prior to being implemented.

Part-time employees working in the ground operation at the Philadelphia Air Hub will fall under the overtime provisions as stated in Article 73, Section 3.

2. Part-time Employees transferring To Full-time Jobs or utility driving jobs: After the completion of the job selection procedure outlined in the Article 50, the resulting opening will be filled as follows:

### **Bidding Procedure**

#### **(a) Full-Time Jobs**

Part-time employees with one (1) or more year's seniority may bid on any permanent, full-time opening or vacancy (exclusive of feeder work) in either building in all months, except November and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

These part-time employees must successfully complete a maximum fifteen (15) day orientation. These days will not count as working days and the employee will be paid at their current hourly rate.

The employee awarded the job must satisfactorily complete a thirty- (30) working day training period. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for from the date of disqualification. Any employees who disqualify themselves shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Part-time employees shall be given the opportunity to fill full-time jobs before hiring from the outside on a five (5) for one (1) basis (five- (5) part-time to every one (1) outside hire).

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of transfer, and must remain in the center a minimum of two (2) years.

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee.

#### (b) Utility Driving Jobs

During the first two (2) full weeks of March of each year, part-time employees from both buildings desiring to work as a Utility Driver, shall notify the Company by signing the Driver Utility Interest List.

Effective August 1, 2023, part-time employees in seniority order who sign a utility driver interest list each year, may be used as utility drivers to cover vacations, workers' compensation and disability absences in a package car center in both buildings, June through the second (2nd) full week of January. Time worked during this period shall not be counted towards attaining full-time seniority.

These utility drivers will receive the current seniority rate of pay per hour of full-time package drivers. Utility drivers who successfully bid a regular full-time package car vacancy or new job as outlined in the bidding procedures in Article 50 and/or 68, will be considered

qualified, provided they have completed a thirty (30) working day period as a utility driver and will slot into the full-time package wage progression based on the time worked as a utility driver.

No part-time employees will be used to cover vacations while regular drivers are laid off or before employees without bid start time in the center are offered the work first. The Steward and Center Manager will be involved in all utility drivers being used for each center, with a copy of all employees being furnished to the Local Union.

3. Part-time employees will work off the part-time employee seniority list at each center.

4. Part-time employees will not be permitted to do delivery driving; feeder driving or tractor-trailer driving work. Part-time employees will be permitted to move vehicles within the confines of the Employer's property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building.

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

5. The number of full-time inside seniority jobs in each Local Union area as of April 30, 1979, will not be reduced while any part-time employees are working in the building where the layoff occurs. In the event a regular full-time employee in any inside job should die, quit, retire, be discharged or transfer into a driving job, such regular employee shall be replaced with another regular employee.

6. After following the reduction of force procedure in the appropriate supplement, the following shall apply:

After a one (1) day layoff, full-time seniority employees who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, the employee will be provided with eight (8) continuous hours of work at the appropriate rate or the classification of work performed, except that:

- A. If the laid off employee displaces a part-time employee and continues to perform the same work as their full-time assignment, they will continue to receive their regular wage rate
- B. If in the building there is a part-time employee receiving a higher wage rate than the rate of the displaced part-time employee(s); the full-time employee will receive such higher rate.

The provisions of this Section shall not apply:

- 1. During the first three- (3) days of emergencies beyond the Employers' control such as fire, flood, snowstorm, power failure, T.O.F.C. delays.
- 2. During strikes against UPS or other companies which require a reduction of the work force.
- 3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second (2nd) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.
- 7. When Section 6, Subsections 1 and 2 above do not apply, the following shall:

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

8. Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

## 9. Part-Time Job Selection Procedure

A permanent new job for the purpose of this Article shall be one that has been in existence for a period of thirty (30) working days.

Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any employee to perform the work on a temporary basis. The job selection procedure shall be limited to three (3) moves—the original opening and two (2) others. The company will fill the fourth (4th) opening.

All eligible qualified part-time employees shall be afforded the opportunity to put their name on the list of qualified employees waiting to be moved to a different shift or sort operation. Each shift or sort will have a separate list. An eligible qualified part-time employee may sign their name and seniority date to any and/or all lists, but will be limited to three (3) moves per year. The jobs will be awarded in seniority order, on the Monday following the permanent vacancy or the job being declared permanent in accordance with the limitation described in the preceding paragraph.

Part-time air walkers, after being in the classification for a minimum of two (2) years shall be afforded the opportunity to put their name on the list of qualified employees waiting to be moved to a different shift or sort operation at the Oregon Ave. facility. One (1) employee, per center, per calendar year, will be allowed to be moved. The employee will not be moved until a replacement has been trained.

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred

jobs shall include, but not be limited to; Preload, Sorter, Clerical, Irregular Train, Designated Responder, Car washer, Loader and Un-loader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

Employees desiring to move to sorter and pre-loader jobs must be pre-qualified for that job.

Up to thirty percent (30%) of the pre-loaders in any pre-load operation shall be allowed to change a shift or sort in any twelve (12) month period for any reason.

When the job selection procedure is applied and the result of this procedure is causing a disruption of the operation, the Local Union and the District Manager will immediately meet to work out a proper method to resolve the problem.

10. A part-time seniority employee laid off for more than five (5) consecutive working days may displace a least senior part-time employee on another shift in the same building for the duration of the layoff. This will not apply during November and December.

## **ARTICLE 69—AIR CONDITIONING**

Air conditioning will be installed in all new tractors purchased after date of ratification of this Agreement.

## **ARTICLE 70—UNION COOPERATION**

The Union, as well as the members thereof, agrees at all times as fully as it may be within their power, to further the interests of the Employer.

## **ARTICLE 71—PREPAID LEGAL**

Six cents (6¢) an hour up to eight (8) hours per day, forty (40) hours per week on full-time seniority employees based on hours worked.

Six cents (6¢) an hour up to a maximum three (3) hours per day, fifteen (15) hours per week on part-time seniority employees based on hours worked.

## **ARTICLE 72—COMPLETE AGREEMENT**

The parties hereto expressly agree that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement or for the renegotiations of any of the provisions of this Agreement, except as elsewhere provided in this Agreement.

The parties agree that this contract is the sole and complete Agreement between them and that any other previous understandings or agreements, oral or written, inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

## **ARTICLE 73—PHILADELPHIA AIR OPERATION**

Except as provided herein, the provisions of the Metro Philadelphia Supplement Local 623 shall prevail.

### **SECTION 1—SENIORITY**

(a) Air operations employees shall work off one of the following seniority lists. Those seniority centers include but are not limited to:

Next Day Air Hub  
Next Day Air Ramp  
2nd Day Air Hub  
2nd Day Air Ramp  
Twilight Air Hub

(b) The Company will maintain a shift transfer list for all part-time employees working in the Hog Island facilities. Eligible and qualified part-time employees with one (1) or more years' seniority may transfer one (1) time per year to a different shift or new job openings and permanent vacancies except during the months of November and December. Copies of shift transfer lists will be given to the

Local Union and will be upgraded a minimum of every month. All transfers will be in seniority order and based on new openings and vacancies.

A permanent new job shall be considered one that has been in existence for thirty (30) working days. Employees who wish to qualify for various jobs need only to attend company training programs on their own time. The Company will supply instructors and the necessary equipment if needed. It is understood that the rate of pay will be for the classification of work transferred into. There will be a minimum of two (2) transfers each shift, each week, except during the months of November and December. No more than twenty percent (20%) of each shift will be able to transfer between shifts per year.

## **SECTION 2—WORK ASSIGNMENT**

For the purpose of daily assignments, part-time employees will work from one of the five (5) lists below:

- Next Day Air Hub
- Next Day Air Ramp
- 2nd Day Air Hub
- 2nd Day Air Ramp
- Twilight Air Hub

Seniority shall prevail for daily assignments and extra work including overtime, as outlined in the Local 623 Supplement under Article 50, Section 9. The work shall be assigned by seniority within the five (5) lists and work area to those who are qualified, present and available.

The Company will have the right to utilize employees in other areas should operational needs be required.

## **SECTION 3—WORK WEEK**

The workweek for air operational employees will consist of any period Sunday through Saturday. Part-time employees who work a sixth (6th) day shall be paid at the straight time rate. Should an employee work over five (5) hours on any assigned shift, they will receive time and one half (1 1/2) or for all hours worked over thirty

(30) in a week. Double time shall be paid for all hours worked on a seventh (7th) day.

If an employee is required to work a combination of shifts with less than one (1) hour off between shifts (1/2 hour during the months of November and December), the employee will receive time and one-half (1 ½) for all hours worked in excess of five (5) hours. The local union and the affected shop steward will be notified when doubles work is required, prior to being implemented.

## **SECTION 4—STARTING TIMES**

Employees will be notified by end of their respective shift of starting times for their next workday.

Should an emergency situation develop and if the employees are notified one (1) hour prior to their notified starting time, the Company is not obligated for start times nor daily guaranteed hours.

## **SECTION 5—DAILY GUARANTEE**

Part-time employees who, when reporting to work as scheduled, shall be guaranteed a minimum of three (3) hours.

## **SECTION 6—AIR EXPRESS CENTER**

There will be an air express center established. This center could include, if utilized, the following classifications of work:

- Air Express Driver (eight (8) hours)
- Air Express Driver (eight (8) hours combination)
- Air Express Driver (less than eight (8) hours)
- Air Shuttle Driver
- Air Walkers
- Same Day Pickup Driver
- Tractor-Trailer Driver (Air Package Feed Only)

Feeder drivers assigned to four (4), ten (10) hour days shall be paid one and one-half (1 1/2) their straight time hourly rate for all hours worked in excess of forty (40) hours in a week, or in excess of ten (10) hours in a day.

Those feeder drivers who are on the 4-10 schedules will be paid named holidays, personal holidays, and sick days at the rate of ten (10) hours straight time pay per day.

Those feeder drivers who are on the 4-10 schedule shall have contributions made to the Pension Fund (Article 59) or a maximum of ten (10) hours per day or forty (40) hours per week. Tractor-trailer drivers' workweek in this center may consist of four (4) days of ten (10) hours each or five (5) days of eight (8) hours each. The intent of the four/tens (4/10) is for high mileage exchanges.

## **SECTION 7—MARSHALLING OF AIRCRAFT**

Local 623 will have the aircraft marshallers at the Philadelphia East Coast Air Hub located on Hog Island Road.

The marshalling will be part of the air ramp assigned crews responsibility.

## **SECTION 8—FUELING**

It is agreed the employees who fuel the air ground support equipment, which includes tugs, k-loaders, belt loaders, main deck loaders, ground power equipment, etc, will be under the jurisdiction of Local 623.

This fueling work for the ground support equipment will become part of the air ramp assigned crews responsibility.

The Company agrees that, when in the future, we have the fueling facilities, tanks and equipment available to fuel aircraft, we will agree that aircraft fueling will be under Local 623's jurisdiction.

The Company agrees that, if in the future, fueling of aircraft is expanded to include other outside carriers; this work will be under the jurisdiction of Local 623 which may increase the number of full-time inside air jobs.

## **SECTION 9—CENTRAL PARTS**

It is agreed that if an aircraft and ground support central parts warehouse is established in the Hog Island facility, that employees working these central parts jobs will be under the jurisdiction of Local 623.

## **SECTION 10—DE-ICING**

It is agreed that when complete de-icing equipment, storage facilities and disposal systems are in place, Local 623 members will be the de-icing employees.

Some de-icing done with hand held de-icing systems will be incorporated into air ramp crews' responsibilities.

## **SECTION 11—SHIFTERS**

The Company will maintain four (4) full-time shifting jobs in the Philadelphia East Coast Air Hub. These jobs will be bid from the feeder seniority lists. Shifting full-time employees will be part of the guaranteed number listed in Article 22, Section 2 of the National Master Agreement. It is understood that the full-time shifters will be able to bid tractor-trailer openings at the annual bid provided they are qualified. Part-time employees will be allowed to move normal air/ground operational equipment. Part-time employees will not be allowed to move any feeder equipment should any full-time shifter be laid off. No more than three (3) part-time employees will be permitted to shift tractor trailers at any one time.

## **SECTION 12—BIDDING PROCEDURE FOR NEW JOBS AND VACANCIES IN THE TRACTOR TRAILER CLASSIFICATION**

It is understood that Article 50 language will control.

## **SECTION 13—CONTAINER REPAIR**

Should a container repair facility be created in the future, then it is agreed that Local 623 will have jurisdiction over that facility.

It is understood that until that repair facility is created, then normal emergency running repairs to dolly equipment, etc, will be assigned by the Company.

## **SECTION 14**

It is agreed if the National Master Agreement calls for the annual creation of new full-time jobs, the Company will create a minimum

of twenty-five (25) full-time, inside, jobs per year within Local 623 jurisdiction. The duties of these jobs will consist of, but not limited to, fueling work, air cargo work and other miscellaneous work.

The following procedure will be used to initially fill these new jobs:

Part-time employees with one (1) or more years' seniority may bid on a new full-time opening within Local 623 jurisdiction. The job will be awarded to the senior qualified bidding part-time employee.

The successful bidder must complete and maintain all certifications required by the Company to perform all necessary duties of these full-time jobs. The starting pay rate and wage increases for these full-time jobs will be as outlined in the National Master Agreement.

The employee awarded the job must satisfactorily complete a thirty- (30) working day training period. Any employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for from the date of disqualification. Any employees who disqualify themselves shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Part-time employees shall be given the opportunity to fill all fulltime jobs before hiring from the outside.

After the initial creation of these jobs, future vacancies or new jobs will be filled as outlined in Article 50 of this Agreement.

## **SECTION 15**

All retrofitting of aircraft will be performed by bargaining unit employees.

IN WITNESS WHEREOF the parties hereto have set their hands  
and seals this first day of August, 2023

## **NEGOTIATING COMMITTEE**

For the Employees:

### **TEAMSTERS NATIONAL NEGOTIATING COMMITTEE**

Sean O'Brien, Chairman

### **TEAMSTERS LOCAL NO. 623 NEGOTIATING COMMITTEE**

Richard Hooker Jr.,	Chairman/Business Manager
Clarence Bagby,	Co-Chairman/President
Tom Callan,	Committee/Vice-President
Norman Cowlay,	Committee/Recording Secretary
Ron Camac,	Committee/Trustee
James Romeo,	Committee/Trustee
James Hughes,	Committee/Trustee
Joe Richardson	Committee/Counsel
Kim Mack Thomas	Committee
Ryan Boyd	Committee
Ed Brooks	Committee
Mike Riegel	Committee
Dustin "Dino" Guastella	Committee

For the Employer:

**UNITED PARCEL SERVICE NATIONAL  
NEGOTIATING COMMITTEE**

Lindsay Marshall, Chairman

**UPS SUPPLEMENTAL AREA  
NEGOTIATING COMMITTEE**

Greg Hill, Chairman

Matt Hoffman

Cameron Donovan

Matthew Walker

Michael Sorden

Rob Capone

John Eitel

Eric Morrell

IN WITNESS HEREOF, the undersigned to duly execute the United Parcel Service I.B.T. Local No. 623 Supplemental Agreement which is to become a part of the National Master United Parcel Service Agreement.

FOR THE UNION

LOCAL UNION NO. 623, affiliate of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

By \_\_\_\_\_  
(Signed)

Its Secretary Treasurer and Principal Officer  
(Title)

FOR THE COMPANY

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

## **MEMORANDUM OF UNDERSTANDING**

To: Local 623

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 2023. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effect during the life of that Agreement.

1) It is agreed that at the annual bid, area preference will be considered for each package driver, destination for feeder drivers in center seniority order in their respective centers.

Each full-time seniority Preload employee at the annual bid will have job preference provided they are qualified. These preferred jobs shall be outlined with the annual bid and may consist of but not limited to unloading, loading, slide sort, small sort, quality control, and tram work.

2) Stewards will verify the above.

3) If a feeder driver displaces the least senior employee in the building, which is an inside employee, the employee shall be paid at the highest rate for work performed in the classification.

4) The method and procedures used to train and supervise will be prescribed company methods and procedures and will be used consistently.

5) Full-time pre-load employees will be given the opportunity to work their lunch period (pursuant to Section 2 of the Meal Period language) before any supervisor performs hourly work in the pre-load operation.

6) A full-time seniority package driver who is on an on-call status will be offered available inside work if desired.

7) It is understood and agreed that the Local Union would supply a list of six (6) names, who after meeting all qualification requirements would be processed for use as package drivers when qualified personnel are not available.

8) One (1) hour minimum snow emergency. See attached.

9) Feeder Language See Article 54, Section 2

10) Current feeder drivers and tractor trailer qualified employees as of ratification of the 1997 agreement will not be forced to work on a regularly scheduled work week which includes both Saturday and Sunday.

In any cases where the Company changes the start time of any existing feeder runs by more than one (1) hour which results on that run starting on Sunday and no seniority employee elects to bid this run, the least senior employee in the center will be required to perform this work.

## **SNOWSTORM PROCEDURE NOTIFICATION PLAN**

In the event of a snowstorm so severe as to force a suspension of operation, the following emergency employee notification shall take place.

The Company's supervisors, especially those, who work between midnight and 8:00 A.M., will alert the appropriate division manager of weather conditions as soon as possible in advance of the next scheduled shift start time.

As soon as the decision is made to cease operations or suspend planned operations, the appropriate package division managers will be notified. They, in turn will notify the following:

1. Their respective center managers
2. Their respective Local Union officers

The center managers, upon receiving notification (or an appropriate, alternate supervisor should the center manager not be available) will immediately begin notifying the employees on the shift or assignment most immediately affected. The first person notified will be the steward.

The Company will make every effort to make a timely decision regarding suspension of operations. The Company will notify affected employees a minimum of one (1) hour in advance of their scheduled start time, when practical, when it intends to suspend operations due to a snow storm. In addition to phone notification the Company will issue public service announcements through local radio and television outlets. Phone contact will be made with affected employees as quickly as possible utilizing as many people as necessary to make the phone calls.

Essentially the same procedure will be utilized to notify the employees of the next scheduled start up of operations

In the event that there is a major snowstorm which results in the suspension of the operation or impassable streets preventing the service to our customers, the company will be allowed to use inside helpers paid at their current rate of pay, provided the union is notified in advance. The use of these helpers may be extended on a day to day basis provided it is agreed between the Union and the Company.



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**Teamsters Local Union 623  
4369 Richmond Street  
Philadelphia, Pennsylvania 19137**

**Executive Board**

Secretary Treasurer and Business Manager	Richard Hooker Jr.
President	Clarence Bagby
Vice-President	Tom Callan
Recording Secretary	Norman Cowlay
Trustee	Ron Camac
Trustee	James Romeo
Trustee	James Hughes

**PHONE AND FAX NUMBERS**

Local Union 623 (tel.)	215-289-0580
Local Union 623 (fax)	215-289-0645
Legal Service Fund Authorization Number	215-289-0580
Legal Service Fund	215-925-8400
Credit Union (tel.)	800-235-1883
Credit Union (fax)	610-734-0312
Credit Union	<a href="http://www.udbell.org">www.udbell.org</a>
Teamsters/UPS 401(k)	1-800-537-0189
Teamsters/UPS 401(k)	<a href="http://teamsterups401kplan.com">teamsterups401kplan.com</a>
Teamcare Healthcare	1-800-323-5000
Teamcare	<a href="http://www.MyTeamCare.org">www.MyTeamCare.org</a>

**IF YOU LEAVE THE CRAFT YOU MUST GET A WITHDRAWAL CARD. BE SURE TO CALL THE UNION HALL. COST IS 50 CENTS.**