

Central Pennsylvania Supplemental Tentative Agreement

For the Period Upon Ratification through July 31, 2013

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

ARTICLE 47 - LEAVE OF ABSENCE

Section 2 - Leave of Absence

Any employee desiring leave of absence from his/her 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 female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her 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A driver whose driver's license has been revoked is obligated to notify the Company five (5) days prior to the revocation, if possible. If the Company cannot be notified five (5) days prior, it will be reported on the day after the license is revoked.

Upon ratification of this agreement, when a driver's license has been revoked for reasons other than those for which

he/she can be discharged by the Employer, leave shall be granted for such time as his/her license is revoked, but not to exceed ~~two (2) years~~ **eighteen (18) months**. An employee whose driver's license has been revoked, but for not more than ~~two (2) years~~ **eighteen (18) months** shall be offered non-driving jobs where such jobs are available at the prevailing rate of pay for the classification of work he/she performs. Said employee will not be permitted to replace another full time employee, regardless of seniority, but he/she may displace the most junior part-time employee in his/her 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 his/her chauffeur's license because of a succession of local, state, or federal violations, caused by the employee complying with his/her Employer's instructions to him/her, the Employer shall provide employment for such employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof, subject, however, to the seniority and lay-off provisions applicable to him/her 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.

An employee who loses his/her license due to a DUI, and is incarcerated for DUI, will be eligible for a leave of absence not to exceed thirty (30) days on a one-time basis. This may be extended by mutual agreement.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of employment in such position, without discrimination or loss of seniority rights, and without pay. Any existing agreements with a Local Union shall be maintained.

7-CP**ARTICLE 48 - SENIORITY****Section 7 - Bidding****(a) Annual Bidding - Full Time Employees**

1. In each center a schedule of starting times within each classification shall be posted for bid on the third (3rd) Monday in January and shall remain posted for two (2) weeks.

2. Full time employees in each classification shall in order of their seniority, have the right to select starting times within their own classification from the scheduled posted.

3. ~~There shall be an area selection for all full time package delivery drivers. The area selection shall be posted on the third (3rd) Monday of January 2003 and January of 2005, and shall remain posted for two (2) weeks. There shall be area selection for all full time package car drivers on the first Monday in January 2009, January 2011 and January 2013, which will remain posted for three (3) weeks.~~ Delivery drivers in the order of their seniority shall be permitted the opportunity to select the area of their choice within the center. The area selection will be put into effect within ~~sixty (60)~~ **ninety (90)** days after the area selection list is removed.

Absent mutual agreement, if the company fails to place the driver on the route within ninety (90) days, the matter shall be referred to the Company and Union Negotiating Chairman at the next regularly scheduled meeting of the C.P.A.P.G.C.

(b) Bidding on Vacancies and New Jobs - Full Time Employees:

1. During the year between the posting of the schedule, employees in the order of their seniority and provided they are qualified, shall have the right to bid on starting times in their own or other classifications.

2. Vacancies or new jobs other than feeders will be posted the first Thursday within after five (5) working days of the vacancy, or the first Thursday within after five (5) working days of the 30th day of the new job. The bid shall remain posted for ~~three (3)~~ **five (5)** working days as follows: Thursday, Friday, Monday, Tuesday and Wednesday, and The job shall be filled within thirty (30) days after the bid is taken down, if a second (2nd) or ~~third (3rd)~~ vacancy occurs as a result of filling the first (1st) opening ~~they it~~ shall be bid in the same manner as the first. The ~~fourth (4th)~~ **third (3rd)** vacancy, if one occurs, shall be filled by the Employer.

3. When a vacancy or new permanent job occurs in the feeder classification, employees in that classification in order of their seniority within the operating center, shall be permitted to select such a job and the bid will be posted the first Thursday within five (5) working days of the vacancy, or the first Thursday within five (5) working days of the 30th day

of the new job. The bid shall remain posted for ~~three (3)~~ **five (5)** working days as follows: Thursday, Friday, Monday, Tuesday, and Wednesday, and The job shall be implemented within two (2) weeks after the bid is taken down. If a second (2nd) or ~~third (3rd)~~ vacancy occurs as a result of filling the first (1st) opening it shall be filled in the same manner as the first (1st). The ~~fourth (4th)~~ **third (3rd)** vacancy if it occurs, shall be filled from the qualified list.

In the event that no eligible employee is available to fill the opening, then qualified part time employees will be afforded the opportunity to fill the full time vacancy prior to hiring from outside sources. This procedure shall comply with the six (6) for one (1) provisions provided for elsewhere in the Agreement. After successfully qualifying, the employee will be placed on the appropriate full time seniority listing.

When seniority is violated due to a runaround, the employee will be compensated all hours involved on the trip, whichever is greater.

In the event starting times in the feeder classification are permanently changed by more than one (1) hour and the employee who bid said starting time in this classification elects not to remain on the new starting time, they may choose any starting time they desire in seniority order. If a second (2nd) or third (3rd) move occurs as a result of the first (1st) move, it shall be filled in the same manner as the first (1st). The next employee displaced shall perform available work as assigned.

~~Bidding in the feeder classification shall be conducted semi-annually on the first weekend of February and August of each year.~~

Semi-annual bidding in feeders shall be conducted in the following manner:

(1) The Company will have all bids ready for selection and for review by the stewards three (3) days prior to the start of the selection process.

(2) Bidding will commence two (2) Monday's prior to the first weekend in February and August of each year.

(3) Each driver will be assigned a day to bid a job in seniority order. List must be posted two (2) weeks before bidding.

(4) Drivers who are off on vacation, personal, sick days or for any reason shall provide the feeder manager a written list of their selections prior to their scheduled day, all exceptions shall be handled by the steward.

(5) A driver who fails to make a selection on their scheduled day shall be bypassed and bidding shall continue. Bypassed drivers may select the next day or later in the process from any remaining open jobs. A driver who fails to bid at all shall be placed by seniority on the Cover List

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where a Cover List exists or in the absence of a Cover List shall be assigned to an open bid.

(6) A bid day will be from midnight to midnight.

Feeder drivers shall bid start times and destinations. Destination is interpreted to mean the most distant point. The run could consist of multi-point stop offs. These multi-point stop offs could deviate on a day-to-day basis or be increased or discontinued without justifying cancellation of the destination bid. If the destination is permanently changed the run shall be rebid. The Company will make every attempt to bid destinations which include local Trailer Delivery/Pickup and rail yard work. The bids will be reviewed with the Local Unions or Stewards prior to the feeder drivers bidding.

ARTICLE 49 - UNIFORMS AND PERSONAL APPEARANCE

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

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

Mechanics will be provided with eleven (11) winter and eleven (11) summer shirts. Customer Counter Clerks will be provided with five (5) shirts, five (5) pants and the appropriate neckwear.

The uniform and UPS shirt 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.

Yard Jockeys do not have to wear a uniform, but must have a uniform readily available at all time.

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 50 - PART TIME EMPLOYEES

Section 2 - Part Time Employees Transferring to Full-Time Jobs:

After the completion of the job selection procedure outlined in the Seniority Article, the resulting opening will be filled as follows:

Part Time employees may place their names on a list which the Employer will post for a two (2) week period on the first (1st) Wednesday in January and the first (1st) Wednesday in July for the purpose of filling the permanent new job or permanent vacancy resulting from the procedure outlined above. The procedure will not apply to such openings occurring in November and December. The job will be awarded to the senior bidding part time employee providing he/she meets the same requirements as applicants for that full time job.

After successfully completing the thirty (30) working day training period the employee will be paid for any unused personal holidays, sick days, or vacation days at four (4) hours per day at the part time employee rate.

Temporary Cover Drivers who become full time employees shall be paid for unused personal holidays and sick days at eight (8) hours per day at their current progression rate. These employees will be allowed to take the vacation they selected later in the vacation period without pay.

Temporary Cover Drivers who have worked eight hundred (800) hours as a Temporary Cover Driver during the preceding vacation period shall be paid for forty-five (45) hours at their straight time current wage progression rate.

Under no circumstances shall any employee be paid more than five (5) personal holidays per contract year or five (5) sick days per contract year or one vacation entitlement per contract year.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who fails to qualify as a full time employee shall not be eligible to come out again until all other part time employees so requesting shall have had an opportunity to qualify as full time employees. The above procedure will be applied on an alternating six (6) for one (1) basis ~~(e.g., for every six (6) jobs, five (5) will be filled as outlined above and the other applicants from other sources)~~ (six (6) 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 the transfer.

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For vacation purposes, the employee shall receive additional seniority credit equal to all time worked as part time employees.

Section 3

Part time employees will work off the part time employee seniority lists at each Center. Only part time employees hired after August 1, 1987 for the hub only may be required to work a six (6) day operation. Employees may be worked any five (5) days. A standard work week may be established in relative seniority order with a posted day off schedule.

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: preloader, sorter, clerical, irregular train, designated responder, carwasher, loader and unloader, smalls sorter, smalls bagger, HVD, LVD, box line sorter, primary sorter, trailer sweeper, revenue auditor and SPA. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year. The employee obtaining the new position shall remain on that shift for at least six (6) months.

ARTICLE 53 - MEAL PERIOD

Section 1

All full time employees shall be entitled to and required to take a meal period of one (1) hour at the direction of the Employer. Only by mutual consent an employee may take an unpaid one-half (1/2) hour meal period.

All mechanics shall be entitled to and required to take a meal period of one-half (1/2) hour at the direction of the Employer.

Part time employees who work a double shift will be afforded the opportunity to have a minimum twenty (20) minute unpaid rest period.

ARTICLE 54 - PAID FOR TIME

Section 1 - General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

Established starting times may be changed from time to time

as the nature of the Employer's business requires. The established starting time may be changed by the Employer upon forty-eight (48) hours notice. If an employee is called to start work, before his/her scheduled starting time, he/she shall be paid one and one-half (1-1/2) time his/her regular straight time rate for the hours worked before his/her regular scheduled starting time. The above may not apply when an emergency occurs where conditions beyond the Employer's control compel interruptions or delays in operations.

Part time employees will be notified prior to the end of the shift of their start time for the next scheduled work day.

Time shall be computed from the time that the employee is ordered to report for work and registers in and until he/she 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.

(d) Package driver helpers may be used for the time period ~~beginning with the second full week before Thanksgiving~~ November 1st until Christmas December 31st.

During this period, once all temporary cover drivers who have completed the appropriate package driving progression by January 20, ~~1998~~ 2005 have been offered work as package car drivers at their regular rate of pay as a temporary cover driver in their assigned centers, part time helpers may be used in that same center.

Such helper work will be offered in seniority order first to temporary cover drivers and then, to other part time employees, providing that this work will not interfere with their regularly scheduled duties.

After all seniority part time requests have been honored, the Employer may hire off the street.

Package driver helpers shall be guaranteed three (3) hours per day provided they report at their scheduled start time. If a helper is scheduled to meet a driver and the driver is late at the scheduled meet point, the helper's hours will commence from the scheduled time of the meet. Should there be occasions where the combined hours exceed eight (8) hours, overtime will be paid on all hours worked in excess of eight (8) hours in that day.

Package Driver Helper Rate of Pay:

Employees hired prior to ~~July 2, 1982~~ August 1, 1995 and Temporary Cover Drivers - ~~\$10.00~~ \$12.50 per hour

Employees who had attained seniority prior to ratification of the 1997 Agreement - \$9.00 per hour

Employees who attain seniority after ratification of the 1997 Agreement - \$8.50 per hour

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(f) Automotive Mechanics and Building Mechanics shall receive a ~~one hundred sixty dollars (\$160.00)~~ **two hundred ten dollars (\$210.00)** yearly tool allowance the last pay period in ~~2002 2003~~, and the ~~one hundred sixty dollars (\$160.00)~~ **two hundred ten dollars (\$210.00)** will increase by ten dollars (\$10.00) each year of the current contract, check payable on the last pay period of the year.

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his/her destination (or, if instructed, from returning to his/her Center), the employee shall be paid for all time up to the time at which he/she arrives at a place of lodging with overtime payments if appropriate. Once he/she has arrived at a place of lodging, the employee shall be considered to be relieved of duty until called to duty. If more than one (1) day elapses before the employee is called to duty, he/she shall be paid for not less than his/her regular daily guarantee (eight (8) or ten (10) times the employee's regular hourly rate) for each calendar day so long as he/she is away from his/her home Center because of a breakdown or impassable highway. The Employer agrees to pay reasonable costs for meals and lodging.

ARTICLE 58 - HOLIDAYS & SUNDAY WORK

Section 1

Holidays under this Agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, December 31ST.

Employees hired after ratification will be eligible for the above named holidays nine (9) months from employee date of hire.

There shall be five (5) additional holidays to be known as personal holidays. These days which shall be mutually agreed to by Employer and employee, can be taken up to the Sunday after Thanksgiving. Beginning with the Sunday after Thanksgiving for one (1) week, 6% of full time employees and 3% of part time employees will be allowed off for personal holidays.

The Company will also allow a minimum of two percent (2%) or at least one (1) employee per classification per center off per day on Personal Holiday with the exception of Monday and Friday when five percent (5%) of the full time employees will be allowed off, three percent (3%) of part time employees will be allowed off. For all part time employees scheduled to work Sunday through Thursday, the above exceptions will be Sunday and Thursday for the 3% guaranteed off. The Monday and Friday on the 5% and 3% and the 2% provision does not apply in June, July and August. The most senior employee in the classification in the center requesting a personal holiday, will have the holiday approved or disapproved seven (7) days in advance of the date requested.

An employee may request payment for all unused personal holidays any time during the contract year. An employee shall be paid for any unused personal holidays at the end of the contract year.

In order to receive payment of unused personal holidays the employee must have worked ninety (90) days including holidays and vacation during the contract year.

The provisions of this section are intended to produce five (5) personal holidays per contract year. In order to be eligible for personal holidays as provided for in the article, the employee must be a seniority employee on May 1ST of each contract year. A newly hired employee upon gaining seniority shall be entitled to having holidays in the following manner:

An employee shall be eligible for a personal holiday after one (1) year seniority, two (2) additional personal holidays after two (2) years seniority and two (2) additional personal holidays after three (3) years seniority.

In order to be eligible for personal holidays as provided for in this Article, the employee must be a seniority employee on May 1ST of the contract year.

Section 2

All time worked in job classifications subject to hourly rates and worked on Sundays or holidays shall be paid at double (2) time in addition to the holiday pay, except in the case of any employee whose regular work period starts on a Sunday or holiday evening or ends on a Sunday or holiday morning. Employees working Sunday in an established Sunday operation shall be paid double (2) for the seventh (7th) consecutive day worked in the Employer's established work week.

The above language shall not apply to extra or non-bid Sunday feeder work, this work will be offered to qualified drivers in seniority order at the straight time rate of pay. Qualified drivers must meet DOT hours requirements and complete work timely to start his/her normal Monday bid start time.

In the event no qualified feeder driver selects this work, the work will be offered to replacement drivers at straight time rate of pay.

~~ARTICLE 68 - DEATH IN FAMILY~~

~~Refer to Master Article 29~~

ARTICLE 69 ~~68~~ - SICK LEAVE~~ARTICLE 70 - JURY DUTY~~

~~Refer to Master Article 29~~



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ARTICLE ~~74~~ 69 - TEMPORARY ALTERNATE WORK

The T.A.W. which was mutually agreed will be used as a guideline for the Central Pennsylvania T.A.W. program. Any disputes which arise are subject to the grievance procedure.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, ~~2002~~ **2008** to be effective as of August 1, ~~2002~~ **2008**, except as to those areas where it has been otherwise agreed between the parties.

