

Teamsters Local 89/UPS

Louisville Air Rider

**For the period August 1, 2023~~18~~
through July 31, 2023~~23~~**

PREAMBLE

The purpose of the Agreement is in the mutual interest of the Employer and of the employees, to provide for the operation of the services of the Employer under methods which will further, to the fullest extent possible, the safety and the efficiency of the operation, and the continuation of employment under proper compensation and reasonable working conditions. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees, to cooperate both individually and collectively for the advancement of that purpose. This Agreement continues to be recognized as an "existing Agreement" in accordance with applicable National Master Article language.

~~Where applicable, all other provisions of the National Master, including the duration and relevant provisions of the Central Region of Teamsters Supplemental Agreement shall apply to Air Operations employees.~~

When applicable, all other provisions of the National Master, including the duration and relevant provisions of Article 40 and other provisions of the Central Region Supplement shall apply to Air Operations Employees.

ARTICLE I – SENIORITY

Section A

Air operations employees shall be identified in accordance with one of the following:

Next Day Air Part-Time
2nd Day Air Part-Time
Container Repair Full-Time
AMDC Full-Time
Dolly Repair Full-Time
Fueling Full-Time
Utility Repair Full-Time
Air Cargo Full-Time
Ground Support Equipment Powered Mechanics Full-Time
Air District Maintenance Full-Time

Section B

Effective July 31, 1997, all Ground Equipment Support Mechanics and Air District Maintenance employees shall be covered by the Louisville Air Operations Supplement.

Section C

After obtaining seniority, pre-seniority missorts and attendance occurrences will not be part of the employee's record for disciplinary purposes.

ARTICLE II - WORK WEEK

Section A

The work week for Air District employees shall be Sunday through Saturday and consist of any five (5) consecutive days in a seven (7) day period, except during the week after Thanksgiving, New Year's Eve, New Years' Day and December, and during any week in conjunction with the celebration of a holiday recognized by this Agreement. The work week for part-time employees hired after July 31, 2000, and for full-time employees hired after July 31, 1997 will consist of any combination up to five (5) days in a seven (7) day period. Work performed on an employee's sixth (6th) day will be paid at time and one-half, and work performed on an employee's seventh (7th) day will be paid at double time.

Employees who work a four (4) day, ten (10) hour shift workweek will receive time-and-one-half for work performed on their fifth (5th) workday and double time for work performed on their sixth (6th) and seventh (7th) workdays.

Employees who work a three (3), thirteen (13) hour shift workweek will receive time and one half (1 ½) for work performed on their fourth (4th) and fifth (5th) workdays. Employees will receive double time (2X) for work performed on their sixth (6th) and seventh (7th) workdays.

The creation or scheduling of such jobs will be at the discretion of the Company. If the job is created as a 22.3 it will count as a new 22.3 under the Air Rider and National Master agreement.

It is understood that, upon ratification, the Company may create full time jobs that have varying daily guarantees where the overtime will not apply until after the guarantee. These jobs will be scheduled with forty (40) hours in the workweek.

Overtime and double-time will only be paid during the established work week.

The normal workday for 2nd Day employees shall have start times between 6:00 a.m. and 5:59 p.m. The normal workday for 1Day employees shall have start times between 6:00 p.m. and 5:59 a.m. and shall be considered the sort date.

Section B

The Company will increase the guarantee from three (3) hours to three and one half (3 ½) hours by February 18, 2024.

Employees with a ~~three (3)~~ **three and one half (3 ½)** hour guarantee will be paid time and one-half for all hours worked over five (5) hours in a twenty-four (24) hour period.

Section C

Should a need develop in the Air operation due to a one (1) or two (2) day(s)-a-week imbalance of regularly scheduled work, the Employer may hire employees for such limited work weeks. However, prior to implementation, the Employer will meet with the Local Union to agree on appropriate shifts, benefits and seniority provisions.

Section D

Part-time employees shall be entitled to a ~~three (3)~~ **three and one half (3 ½)** hour daily guarantee. Employees agreeing to work a double shift on a given day shall be entitled to a ~~three (3)~~ **three and one half (3 ½)** hour guarantee for each shift. This guarantee applies on all holidays worked. The guarantee may be broken by mutual consent provided the employees acknowledge such with the appropriate code on the back of their time card and signs same. Part-time employees arriving to work after their scheduled start time, if put to work, shall forfeit their daily guarantee. For purposes of pay, the holiday shall be defined as the day the holiday is nationally observed.

Section E

Start times may be adjusted with notification prior to the employees reporting for work, to coincide with the arrival and departure of parcels and/or planes.

Section F

Full-time employee's start times must be posted by Friday of the preceding work week. Except in December and during any week in conjunction with the celebration of a holiday recognized by this agreement, start times within a week can be changed in

conjunction with the operation but cannot vary by more than two (2) hours either way from the scheduled start time of the first (1st) scheduled work day of the work week unless mutually agreed to by both parties.

Section G

If a full-time 7:00 – 7:30 am Housekeeping/Hub employee's established start time is changed for five (5) consecutive working days or more, one half (1/2) hour up to two (2) hours later, then the employee may use ~~his/her~~ their seniority within the same bid start time, work week and classification to take the start time and job assignment of the most junior full-time employee with that initial start time that was changed.

The most junior employee must then move to the assignment and start time left by the employee that has replaced ~~him or her~~ them. This will end the process.

Section H

Six-hour employees, upon request, will be given 24 hours of work in a week with one holiday or 18 hours of work in a week with 2 holidays. This request must be received by the first scheduled work day prior to the week of the holiday. These hours shall include hours worked on the holiday, and may be scheduled on days outside the normal workweek or shift. No individual vacation days may be taken to give employees six (6) work days.

In the event that a sort does not run in the week following the celebration of a holiday recognized by this agreement, six (6) hour employees shall indicate in writing their intent to work 30 hours. This request must be received by the first scheduled work day prior to the week of the holiday. The Company may, at their discretion, schedule a day of work outside the employee's normal workweek or shift. No individual vacation days may be taken to give employees six (6) work days.

The language stated in the two (2) paragraphs above shall not apply to the weeks of Christmas, New Year's, or 4th of July.

ARTICLE III – WORK ASSIGNMENTS

Section A

For the purposes of daily assignments, employees will work from one of the twenty-seven (27) lists below, which will be separately maintained for full-time and part-time.

Next Day Air Hub
Second Day Air Hub
Next Day Air Marshalling
Second Day Air Marshalling
Dolly Repair
AM Housekeeping
PM Housekeeping
AMDC
Utility Repair
Next Day Air International
Second Day Air International
Import
Next Day Air Cargo
Second Day Air Cargo
Next Day Air Shift
Second Day Air Shift
Next Day Air Fueling
Second Day Air Fueling
Next Day Air Wing A, B, C, etc.
Second Day Air Wing A, B, C, etc.
Next Day Air Ramp 1, 2, 3, etc.
Second Day Air Ramp 1, 2, 3, etc.
Porter/Helper
H2K Core
Container Repair – ULD

Belt Maintenance, Belt Maintenance Part-time (not to exceed 15% number of full-time)

Ground Support Mechanic Part-time (not to exceed 15% number of full-time)

New equipment or technological change shall be covered under Article 6 Sections 3 and 4 of the National Master Agreement as applicable.

In order to document the parties' past practice of meeting on a case-by-case basis to review and agree, if possible, on any additional maintenance work that can be performed on a non-precedent basis, the following paragraph is added to the Louisville Air Rider:

The Employer and the Union agree to establish a Belt Maintenance Mechanic review committee. This Committee will consist of an equal number of representatives from the Union and UPS. The Committee will meet on a quarterly basis to review the work

typically performed by vendors. This would include corporate campaigns, new installations, and modifications to determine to what degree, if any, a portion of any work that is typically performed by the vendors could be offered to Belt Maintenance mechanics. It is understood that only work that does not require additional training, certification, tools or equipment will be considered. This opportunity would set no precedent and does not bind the Company to a claim for this, or other types of work typically performed by a vendor, as belt maintenance mechanic work. The parties agree that if, between quarterly meetings, the Company or Union Steward, identify said work, that Belt Maintenance mechanics could perform, it could be brought to a designated management person for review. If agreed upon, one of the stewards can sign off on the work being performed by Belt Maintenance mechanics with the understanding above.

The parties agree that, within six (6) months after ratification of the 2018 agreement, to meet to attempt to agree upon a belt maintenance apprenticeship program.

Section B

Excluding Peak Season (November-December), prime vacation (July – August), and Section F of this Article, part-time employees with one (1) year or more seniority will be allowed to move from part-time job to part-time job on a minimum of 50 percent of available openings, by seniority and written request, to be limited to two (2) moves per twelve (12) month period. Six hour jobs will only be filled by current part-time employees from the existing six hour transfer lists and not hired from the outside. Six-hour transfers will be posted electronically through the BIDX system. Part-time employees will be permitted to select the transfers by seniority. Six-hour transfers will be posted midweek and taken down the following midweek. The transfer will be awarded no later than ten (10) days from the transfer coming down. Six-hour and three and one half (3 ½)-hour transfer awards will be posted electronically through the BIDX system for fifteen (15) calendar days. If the employee is awarded a position and does not accept the position, it will count as an awarded-transfer in reference to the above stated two (2) moves per twelve (12) month period. Employees will be allowed five working days to disqualify after assignment to a new position. A part-time employee must work sixty (60) workdays after transferring to a new position prior to exercising a new transfer, if eligible.

Upon qualifying, part-time employees that transfer to Marshalling and Fueling may not transfer to another part-time position for one (1) year, part-time employees that transfer to PSC may not transfer to another part-time position for eighteen (18) months, except

within their work assignments unless the new position is an upgrade from ~~3hr.~~ **3 ½ hour** to 6hr.

The Company shall fill the following part-time jobs: Marshalling, Fueling, PSC, Inbound ramp, AM Housekeeping, GSE Pre-trip, and ULD Control from the existing transfer lists. If the position is not filled after being offered to at least five (5) employees, the Company may fill the position from the outside.

A guide to the Bid/Transfer process, translated into Spanish, will be posted on the BIDX system.

Section C

Daily extra work, including overtime, shall be offered in seniority order within the lists and work area to those who are qualified, present, and available. If not enough employees volunteer to stay, employees will be required to work in reverse order of seniority.

Double shift opportunities, of less than eight hours, will be open to full time Combination and part-time employees, by company seniority. These employees shall have a ~~three hour~~ **three and one half (3 ½) hour** guarantee. Provided that an employee completes their bid workweek, the first day of work outside the bid workweek will be paid at the rate of time and one half and every day thereafter shall be paid at the double time rate. In addition, daily double shifts shall be offered by company seniority. Employees will be put to work according to the agreed to double shift guidelines dated 9/28/04. Overtime and double time will only be paid during the established workweek.

The above language shall not apply to AMDC, GSE or Belt Maintenance.

Section D

~~In those instances where the Employer does its own de-icing, it shall use~~ **For the de-ice operation, the Company may use**, among others, the dolly, utility and container repair employees. When any of these full-time employees are called into work, they shall be guaranteed a minimum of four (4) hours at the applicable rate of pay for such call in. It is understood that if a "call-in" is required to perform this work, qualified full-time employees shall be called in before any part-time employees.

~~In those instances where the Employer does its own De-icing, t~~ The e Company shall use the **Bid De-Ice jobs on each shift first and then the** following employees (MANDATORY), **first:**

Night De-ice Operations

Day De-ice Operations

~~10 Bid De-ice jobs~~

FT HSK/Hub 7:30 to 3:30

FT ~~9/11 & 2/4/6 Remote~~ Ramp 6/9/11/23

FT Wing A Ramp (OPC Drivers)

FT Hub/HSK 12:00 to 8:00

~~FT GSE non-powered Employees~~

~~FT Container Repair Employees~~

All ~~of the other~~ de-ice employees will use the **new** sign-up process

If the mandatory list is changed (due to district reassignment, work shift change, etc.) other mandatory areas can/will be added at the discretion of the Company, after discussing with the Union. Employees that work in the mandatory areas must/will work in the de-ice operation. Any employees that transfer to these mandatory areas must understand that de-ice is part of the job responsibility. **Any full-time employee bidding into the six (6) month de-ice job will not be permitted to bid out of the job for a period of twelve (12) months. No employee shall be forced to work more than a twelve (12) hour shift while working in the de-ice operation, provided a qualified replacement is available. De-ice employees will not be forced to work more than a fourteen (14) hour shift.**

Other FT and PT employees can De-ice / Train on a voluntary basis. However, the De-ice management team will determine which operations will require volunteers.

If a De-ice operation needs additional staffing, the “call in” list from the other operation will be used to supplement the De-ice operation. It is understood that Full-time employees will be called in for additional work first; Full-time employees will be guaranteed a minimum of (4) hours at the applicable rate of pay for such a call in.

2DA Weekend De-icing ~~is voluntary and~~ is limited to employees that work that particular shift **and done by the sign-up procedure.**

NDA weekend de-icing will be first assigned to the bid de-ice employees that work that particular shift. The operation will then assign the work to employees that signed up on that shift to volunteer for de-ice on that day. If more employees are needed the operation will force employees from the volunteers on that particular shift from the bottom up. If additional employees are needed one truck can be forced from the de-ice qualified list of employees working that shift until

volunteers arrive. If the operation does not get enough volunteers, ~~the~~ The total “call in” list will be used to staff the operation, beginning with Full-time employees. The total call in list refers to a combination of both night and day de-ice employees.

The Company agrees to ~~two (2)~~ **four (4)** opportunities during the life of this agreement for 10% of those not already opted out within each mandatory group to be exempt from de-ice. However, it is understood that the number of employees opted out in any mandatory group cannot exceed ~~30~~ **20**%. The 10% will be determined by seniority. The first 10% offering will take place after the ~~2018/2019~~ **2024/2025** deice season is concluded. The second 10% offering will take place after the ~~2019/2020~~ **2025/2026** deice season is concluded. **The third 10% offering will take place after the 2026/2027 deice season is concluded. The fourth 10% offering will take place after the 2027/2028 deice season is concluded.** It is understood that all future vacancies within mandatory groups will be required to de-ice as part of their bid.

Section E

All employees operating UPS power equipment must have a valid driver’s license. Employees losing their license will be offered work in a non-driving area until their license is restored.

Section F

Movement of employees between shifts (Next Day Air and Second Day Air) on a limited basis shall be controlled by the labor manager so as not to interfere with the operation of the business. There shall be no movement in November and December or during **prime the** vacation ~~hire~~ period **(July-August)**.

Section G

Paid ten (10) minute rest period provisions shall apply to all Louisville Air Operation employees. The administration of this provision may differ between the Next Day Air Operation and the Second Day Air Operation. Part-time employees will receive a second ten (10) minute break if they are worked over six (6) hours

ARTICLE IV- FULL TIME POSITIONS

Section A

The Employer agrees that in filling permanent full-time driver jobs in the Centennial building one (1) out of five (5) will be offered by seniority to all Air District employees provided they meet the same requirements as applicants for the job.

There will be an annual bid posted the 1st week of January and pulled by January 15th for those interested in driving positions. Available jobs during the year shall be filled by seniority from that list.

Section B

The employee awarded the driving job must complete a ~~thirty (30) working day training qualification period~~ in accordance with the Central Conference Supplemental Agreement. Employees who fail to qualify will return to their previous job and will not be considered for driving for at least one (1) year. An employee who fails to qualify on their second (2nd) attempt, shall not be allowed to bid for another three (3) years. Employees who disqualify themselves on their first (1st) attempt will not be allowed to bid for two (2) years. Air operation employees successfully transferring to a driving job in the Kentucky district will be considered as a newly-hired, full-time employee and will be added to the appropriate seniority list. Their seniority date shall be in accordance with the Central Conference of Teamsters Supplemental Agreement.

Section C

Full-time employees may be awarded two bids per year (including bids within their classification). ~~If an employee is awarded a position and does not accept the position, it will count as an awarded job in reference to the above stated two moves.~~ Once an employee is awarded a bid job, they cannot bid again until they qualify (30 days). Also, anyone that is awarded a bid and ~~is self-disqualifies disqualified, either by management or themselves,~~ will be considered having an awarded position in reference to the above stated two moves. If management disqualifies an employee, it will count as one move to that employee and will not count as a move in the bid process. After the original move and three (3) others by full-time employees, subsequent full-time openings (except consecutive day jobs and AMDC jobs) shall be made available in seniority order to the most senior part-time employee desiring to become full-time.

Consecutive day jobs and AMDC jobs will continue the bid process up to two (2) more bids beyond the original move and three (3) others by full-time employees. An employee who disqualifies **himself/herself themselves** shall not be allowed to bid again for eighteen (18) months. Any disqualification will count as a move in the bid process.

Excepting contrary provisions in the National Master, full-time positions in the Louisville Air Rider will be bid to existing Air Rider full-time and part-time employees, provided they are qualified, prior to hiring off the street. This language shall supersede other language referencing the bidding of full-time jobs in the Central Supplement.

Section D

A newly promoted full-time employee must stay in their original bid classification for a **six-month year period**, except in the case of newly created full-time jobs.

Any employee bidding into the Marshalling, Fueling, and Porter-Helper classification will not be permitted to bid outside their classification for one year.

Any employee bidding into the PSC classification will not be permitted to bid outside their classification for a period of 18 months.

Employees bidding a full-time position will be subject to a thirty (30)-day qualification period. Full-time employees will have ~~ten (10)~~ **five (5)** working days to disqualify themselves. **Any employee bidding to a position which requires a one (1) year or eighteen (18) month commitment shall have ten (10) working days to disqualify themselves and return to their former position.** If an employee is disqualified from a bid job the opening shall go to the next person on the bid sheet, **except when that is the last move in the bid process.**

Any full-time air employee who successfully completes the GSE or Belt Maintenance Skills Inventory shall work under a six (6) month qualifying period. After qualifying, the employee will begin an eighteen (18) month progression. All progression increases will be based on the top rate in GSE at the time of the increase. After completing the qualifying period, the employee shall go to one hundred percent (100%) of the current GSE rate. For vacation purposes, the employee shall receive credit equal to their company seniority and employees' seniority will end tail on GSE and the Air District Maintenance Seniority list.

The annual bid for all GSE and Air District Belt Maintenance mechanics will be posted prior to October 1 of each year, selected by October 31, and assigned by November 15.

If a bid job is vacated, the company will bid the job as it was bid previously, except for legitimate operational needs. When a job is vacated, the Company will post a job for bid the following mid-week. When the employee qualifies for a new job, the opening will be bid in the next week. The bid will be posted until the following mid-week and awarded no later than ten (10) days from the bid coming down. Full-time bid awards will be posted electronically through the BIDX system for fifteen (15) calendar days. When a job becomes vacant through the bid process, open positions will not be filled until the job is bid and the awarded bid employee arrives. In the meantime, the Company may assign a qualified employee. When the posted bid closes, the employee with the most Company seniority between the awarded bid and the internal transfer request will be assigned the job. (The ~~30~~ thirty (30) working day LOA will not apply to the employee who is temporarily assigned this job.) Full-time jobs vacated in the small sort operation shall be replaced by another full-time employee or part-time to full-time employee, depending on the move in the bid process. The company maintains the right to determine whether the job needs to be filled.

Section E

Part-time air employees successfully transferring to full-time air 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. For vacation purposes, the employee shall receive credit equal to all time worked as a part-time employee and will have the option to take ~~his or her~~ their part-time vacation paid or carry their accrued part-time vacation into their full-time classification. The vacation will be granted in accordance with the percentages as per Article VI, Section F, 3. All monies will be paid at the accrued part-time rate.

Section F – Displaced Employees

In the event an employee becomes displaced because of the elimination of their job, the following will be the manner in which they may exercise seniority: the displaced employee may take the job of a person with less seniority. If two (2) employees are on the same bid job the most junior employee will be bumped. Seniority shall then be honored for premium start time. This will constitute the original move. Thereafter three (3) more moves, if needed, will be allowed. After the original move and three (3) others, the displaced employee must displace the most junior person of all classifications.

Elimination of job shall be defined as moving the start time more than two (2) hours or changing work week, or when a job changes by 50% or more. It is understood that the 50% provision does not apply to full-time combination jobs.

Section G

Commencing with the first (1st) full-time opening in the Louisville utility classification after January 1, 1989, the Employer will make available one (1) out of every two (2) full-time utility openings to Air District employees on the basis of qualification. If two (2) or more applicants meet the qualification, the most senior employee of those being considered shall be given the first (1st) opportunity. The Air District employee accepting the utility position shall retain seniority in the Local 89 classification until they gain seniority in the Local 2727 utility classification, employees shall have seniority rights in their previous Local 89 classification.

Section H – The following Paragraph Applies to the AMDC Only

When it becomes necessary to cover an entire schedule shift, overtime will be offered in order of seniority to those present, qualified and available. Present and available employees for the purpose of this Article are those employees whose shift begins or ends not more than one (1) hour from the start time of the needed overtime; qualified is defined as having completed a thirty (30) working day qualification period.

When overtime needs for a full shift coverage cannot be met with the above procedures, the most junior present, available, and qualified employees will be required to work

Section I

The Company shall create three hundred (300) full time jobs over the life of this agreement. The Company will have bid a minimum of fifty (50) of these jobs within the first year of the contract. By the end of the second year of the contract, the Company will have bid a minimum of one hundred (100) of the three hundred (300) jobs. By the end of the third year of the contract, the Company will have bid a minimum of one hundred and fifty (150) of the three hundred (300) jobs. By the end of the fourth year of the contract, the Company will have bid a minimum of two hundred (200) of the three hundred (300) jobs. If any of the three hundred (300) jobs are not already in place, they will be bid in the last year of the contract. These jobs will count toward the Employer's obligation to maintain full time jobs under Article 22.3 of the NMA.

ARTICLE V – HEALTH AND WELFARE

Section A

- (1) For those 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.
- (2) Full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.
- (3) 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.
- (4) 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.
- (5) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.

Section B

~~Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual Individual and dependent/spousal health coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and spousal or dependent coverage will also be made available to these part-time employees twelve (12) months after their initial date of employment in accordance with the National Master Article 34, Section 2 (d).~~

Section C

Notwithstanding any provisions in the National Master Agreement or Central States Supplement, holiday pay will be provided to part-time employees, hired after August 1, 2002, beginning nine (9) months after their seniority date. Part-time employees hired after August 1, 2008 will receive holidays, personal days and option days provided by this Supplement no earlier than after one (1) year of active employment. This provision

supersedes any provision on the same subject in this Supplement or any Rider, or Addendum to the extent the provision makes holidays, personal days or option days available earlier than after one (1) year of service.

ARTICLE VI – VACATION

Section A

This Article shall supersede the corresponding Articles of the National Master United Parcel Service Agreement, the Central Conference of Teamsters Supplemental Agreement, and any other related supplements.

Section B

Nothing in this Article is intended to, or should be construed as, giving an individual more or less paid vacation time on an annual basis than what is provided for by the months or years of service described below.

Section C

Effective December 26, 1990 all employees who meet the eligibility requirements herein set forth shall be entitled to a vacation with pay to be taken, with noted exclusions, during the period December 26 through Thanksgiving week in the year subsequent to the year in which vacation was earned. Vacation eligibility is as follows:

1. Worked less than one (1) calendar year by January 1 (of the subsequent year).	...One half (1/2) day a month to a maximum of five (5) days.
2. Worked more than one (1) but less than two (2) calendar years by January 1.	...One half (1/2) day a month to a maximum of five (5) days, plus an equal number of days if earned as earned in previous year.
3. Worked more than two (2) calendar years by January 1.	...One (1) day a month to a maximum of ten (10) days.
4. Worked more than eight (8) calendar years by January 7.	...One and one half (1 ½) days a month to a maximum of fifteen (15) days.
5. Worked more than fourteen (14) calendar years by January 7.	...Two (2) days a month to a maximum of twenty (20) days.

6. Worked more than nineteen (19) calendar years by January 7.	...Two and one half (2 ½) days a month to a maximum of twenty-five (25) days.
7. Worked more than twenty-four (24) calendar years by January 7.	...Three (3) days a month to a maximum of thirty (30) days.

In order to obtain monthly vacation credit an employee must work or be credited with at least fifteen (15) days per month in accordance with Section G5 of this article **or twelve (12) days per month for any employee with a four (4) ten (10) hour schedule. For employees on a three (3), thirteen (13) hour schedule, will receive monthly credit at nine (9) thirteen (13) hour workdays or any mandatory days.**

No employee may earn or take more than one (1) earned vacation in a calendar year.

Full-time employees who displace part-time employees shall have those days counted toward their days worked for a full-time vacation within the calendar year of displacement.

Section D

In addition to the above schedule any employee hired after ratification must have one year of seniority as of January 1, 1995 and each January 1st thereafter, to receive one (1) additional week of vacation with fifty (50) straight time hours pay. Part-time employees shall receive twenty-five (25) hours for said week (Note this week of vacation is in lieu of previously negotiated optional holidays and sick days). The option week can be selected to be taken in accordance with regular vacation selection. If the employee does not schedule the option week by March 1st, the employee will be paid for the week on the last pay period prior to Christmas in the year of eligibility. The option week is not subject to any pro rate provisions of this Article. An employee must be actively on the payroll at the time this week is scheduled and taken, and/or paid.

Section E

Each regular part-time employee shall have the option to designate one (1) week of their regularly earned vacation, excluding the option week, to be taken in segments of one (1) day at a time. Each regular part-time employee that has reached eight (8) years of seniority shall have the option to designate two (2) weeks of their regularly earned vacation, excluding the option week, to be taken in segments of one (1) day at a time. In addition, at the time of vacation selection, employees may elect to accept pay in lieu of time off for all but one week of earned vacation. **In addition to the optional holidays**

in Article 15 of the Central Supplement, employees with twenty-nine (29) calendar years by January 7, will receive three (3) additional optional holidays for a total of five (5) optional holidays. Additionally, employees who have thirty-four (34) calendar years by January 7, will receive one (1) additional optional holiday for a total of six (6) optional holidays.

1. Designation of a week to be taken in one (1) day segments* will be made at the time of the vacation selection period of November 15th through March 1.
2. Selection of days of this vacation must be made in writing on an Employer approved form to the immediate supervisor in the first (1st) full week of any month, and in no event shall the request be less than eight (8) working days in advance of the vacation event. Full weeks shall supersede single days.
3. At the total discretion of the Employer, individual vacation days request will be subject to Employer approval on the basis of workforce availability. It is understood that the 10% or 15% off is a total of vacation days, which include individual days, shall be honored. Approvals also will be on basis of first (1st) request, first approved; and in cases where requests bear the same date awaiting approval, seniority shall prevail. Failure by the Employer to give approval or non-approval to the employee in writing within four (4) working days of the receipt by the Employer of the employee's written request in accordance with "1" and "2" above will constitute approval of such request.
4. Any such vacation days not requested and taken by December 1 and weeks not taken will be paid to the employee on the last pay period prior to Christmas in December of each year.
5. **Employees eligible to break up vacation can elect to use one week of vacation as individual sick days. These sick days are not restricted by vacation percentage allowed off. These days shall be paid for the first five (5) days that the employee does not work, as long as they are not already scheduled as an individual vacation day. These days will not be forced on the employee when the employee notifies the Company of a disability, files for disability and is approved. Any days not taken by December 1 will be paid to the employee on the last pay period prior to Christmas in December of each year. The time paid for such days will be equal to the days and hours that would be paid for the single vacation days.**

Section F

Regular vacation selection will be by seniority in individual work groups in accordance with the work groups' identification in "1" below:

1. Identification

- Next Day Air Hub Primary Sort Areas
- Next Day Air Hub Secondary Sort Areas
- Next Day Air Hub Outbound Belts
- Next Day Air Hub Small Sort Areas
- Next Day Air Hub Irregular Drivers North and South
- Next Day Air Hub PSC
- Next Day Air Hub Input
- Next Day Air Ramp 6
- Next Day Air Ramp 9/11
- Second Day Air Hub Primary Sort Areas
- Second Day Air Hub Secondary Sort Areas
- Second Day Air Hub Outbound Belts
- Second Day Air Hub Small Sort Areas
- Second Day Air Hub Irregular Drivers North and South
- Second Day Air Hub PSC
- Second Day Air Hub Input
- Second Day Air Ramp
- Feeder Unload
- Container Repair Full-Time by Shift
- Dolly Repair Part-Time by Shift
- Dolly Repair Full-time by Shift
- A.M. Housekeeping
- P.M. Housekeeping
- AMDC Part-Time Shift
- AMDC Full-Time Shift
- Fueling Part-Time by Shift
- Fueling Full-Time by Shift
- Marshalling Part-Time by Shift
- Marshalling Full-Time by Shift
- Utility Repair Part-Time by Shift
- Utility Repair Full-Time by Shift
- Next Day Air International by Shift
- Second Day Air International by Shift
- Import by Shift
- Air Cargo by Shift
- Next Day Air Shift Building Set-Up

Next Day Air Shift Building Pull
 Second Day Air Shift Building Set-Up
 Second Day Air Shift Building Pull
 Next Day Air Wing A, B, C, etc.
 Second Day Air Wing A, B, C, etc.

Additional groups may be designated for the purpose of vacation selection upon mutual agreement between the Employer and the Union prior to the November 15 posting date of any year.

A minimum of fifteen percent (15%) of the employees in each work group will be allowed to be scheduled off each day of the week during the months of May, June, July, and August. For the remaining months, a minimum of 10 percent (10%) of the employees by work group will be allowed to be scheduled off (in accordance with the designated vacation period). An employee may request the use of a single vacation day or option day in which they have accrued, up to the start time of the day of request as long as the Company is below the percentage of people off in accordance with this paragraph.

The application of the fifteen percent (15%) per work group will be applied as follows:

Number of Employees	Number of Vacations per Day/Week
1-10	1
11-16	2
17-23	3
24-30	4
31-36	5
37-43	6

The application of the ten percent (10%) per work group will be applied as follows:

Number of Employees	Number of Vacations per Day/Week
1-14	1
15-20	2
21-30	3
31-40	4

Vacation schedules shall be posted in each work group by November 15th of each year for the following year's vacation period. Vacation selection shall be by seniority within each work group. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each group who may be on vacation during each week. There shall be no vacation from the first (1st) Monday after Thanksgiving to December 25th.

Vacation shall be selected by December 15th. If all earned vacation weeks have not been selected or designated in the time allotted, the open weeks will be assigned by seniority to the eligible employees. Employees with 3 weeks or more earned vacation may designate vacation to be given on a first come, first served basis provided the employee gives 3 weeks notice, and provided the vacation time is available. There shall be no penalty pay associated with this selection.

An employee voluntarily transferring work groups prior to exercising a vacation selection may carry the initial vacation selection if vacation time is available in the new work group. If not available, the employee will have to select from weeks as available in accordance with this Article.

Section G

Vacation compensation shall be as follows:

Vacation pay for full-time employees shall be computed by multiplying forty-five (45) times the employees' straight time rate. Part-time employees' vacation pay shall be computed by multiplying twenty-two and one half (20 22 ½) times the employees' straight time rate. **In the last year of the agreement part-time employees' vacation pay shall be computed by multiplying twenty-five (25) times the employees' straight time rate.**

If a holiday falls during the employees' vacation, they shall be paid an extra day's pay for the holiday in addition to their regular pay.

On the payday immediately preceding the employees' vacation, they shall be paid their vacation pay at their then current hourly rate.

Vacation pay, except days designated to be taken one (1) day at a time, will be made on separate checks.

Employee's time off due to illness or off-the-job injuries shall count toward vacation up to four (4) weeks. Employee's time off for on-the-job injury shall count toward vacation for one (1) year.

Seniority employees with more than one (1) year of service who resign or whose services are terminated, except for dishonesty, shall be (prorated) paid for the number of days/weeks vacation (as set forth in this Article for their then completed years of service).

Section H

The Employer has the right to hire vacation replacements. Vacation replacements hired in May, June, July, and August shall not gain seniority unless they have worked after Labor Day. It is understood that the Company will notify the Local Union when it intends to implement the vacation replacement language. Employees hired after April 30, 1997 will have their date of hire as their seniority date after meeting all pre-seniority requirements. This provision will not lead to the changing of any seniority dates from April 1997 to present, except in cases of inadvertent errors, in accordance with the provision in ~~a~~ Article 3, Section 4 of the CRT/UPS Supplement addressing the protesting of seniority date accuracy.

Employees worked after Labor Day shall have their time worked prior to Labor Day counted toward the acquisition of seniority provided for elsewhere in this Agreement.

The total number of vacation hires in May, June, July and August cannot exceed a number that is equal to fifteen percent (15%) of the employees being covered on the payroll as of May 1. Should the number exceed fifteen percent (15%), the earliest hired in excess of the fifteen percent (15%) during this period shall be considered regular hires, and be subject to normal seniority provisions in this Agreement.

The Employer shall require employees hired as vacation replacements to sign a "vacation replacement" form, and the Employer shall notify the Union of vacation replacement hiring.

In cases of full-time vacation replacements, part-time employees may work as full-time vacation replacements under the terms of this provision and still retain their seniority as part-time employees.

Section I

~~If a situation develops where employees have a problem getting summer vacations because of the fifteen percent (15%) limitation, the following procedure may be adopted with the approval of the Local Union.~~

~~Vacation selection, including the first week, shall be in two segments. During the first (1st) segment, employees in seniority order will be allowed to select the following number of weeks:~~

Number of Weeks Vacation	1st Round
5	3
4	2
3	2
2	2

~~After completion of the initial selection segment, all employees in seniority order will select whatever remaining weeks they have earned.~~

Section J-I

Cartage, Porter Helpers, and AMDC employees shall be allowed to take vacation between Monday after Thanksgiving through Christmas up to 15%, provided the Worldport hub is adequately staffed for peak season.

In addition, Container repair and GSE non-powered shall be allowed 10% off each of the existing vacation lists between Monday after Thanksgiving through Christmas, provided the Worldport hub is adequately staffed for peak season.

ARTICLE VII – WAGES

Section A. – Part Time Employees

SEE NATIONAL WITH FOLLOWING ADDITION

The Employer may provide additional benefits, higher hourly wage rates or bonuses in order to attract or retain part-time employees. The additional benefits, wages, or bonuses may be structured to apply to any specific shift or operation.

Section B. – Full-Time Employees

SEE NATIONAL

ARTICLE VIII – SIX HOUR JOBS

- ~~1. The Company shall create two hundred and fifty (250) full time jobs over the life of this agreement. The Company will have bid a minimum of fifty (50) of these jobs within the first year of the contract. These fifty (50) jobs will be Monday through Friday dayshift jobs and will be bid upon ratification. By the end of the second year of the contract, the Company will have bid a minimum of seventy-five (75) of the two hundred and fifty (250) jobs. By the end of the third year of the contract, the Company will have bid a minimum of one hundred (100) of the two hundred and fifty (250) jobs. By the end of the fourth year of the contract, the Company will have bid a minimum of one hundred and seventy-five (175) of the two hundred and fifty (250) jobs. If any of the two hundred and fifty (250) jobs are not already in place, they will be bid in the last year of the contract. These jobs will count toward the Employer's obligation to maintain full time jobs under Article 22.3 of the NMA. Moved to Article IV, Section I.~~
2. Hub/Porter full-time combination jobs, where applicable, will be considered day time opportunities.
3. Six (6) hour employees will receive overtime after six-and-one-half (6 1/2) hours work.
4. Six (6) hour employees will receive six and one-half (6-1/2) hours per option day.
5. Six (6) hour employees will receive forty (40) hours per option week. Vacation will be paid at thirty-five (35) hours per week.
6. Six (6) hour employees will receive two (2) ten (10) minute breaks.
7. Six (6) hour employees will receive health care coverage **for part-time employees as defined by Teamcare.** ~~equal to full-time employees.~~
8. Six (6) hour employees shall receive a sick and accident benefit ~~not to exceed one hundred and seventy-five dollars (\$175) per week.~~ **As defined by Teamcare.**
9. ~~Six (6) hour employees shall receive a life insurance benefit of thirty thousand dollars (\$30,000.00) plus thirty thousand (\$30,000.00) accidental death benefit. Six~~

(6) hour employees' life insurance and accidental death benefits shall be defined by Teamcare.

10. Six (6) hour employees shall accrue credited service in accordance with the following formula: (i) effective August 1, 2002 through December 31, 2007, eighty dollar (\$80.00) per credited year of service in a six (6) hour job; **and** (ii) effective January 1, 2008, eighty-seven dollars (\$87.00) per credited year of service in a six (6) hour job; **and effective January 1, 2024 one hundred and two dollars (\$102.00) per credited year of service in a six (6) hour job.** Accrual and other benefits rules will be in accordance with Addendum A to this contract.
11. In addition, effective for any employee leaving Covered Employment after January 1, 2014, there shall be a service pension benefit at 35, 30 and 25 years of service at any age and a 25 years of service benefit at age 60. The benefit shall be calculated as set forth below. In each case the years of service shall include all years in a three (3) **or three and one half (3 ½)** hour and six (6) hour guarantee job.

The 35 year service pension at any age shall be calculated based on ~~\$80~~ **\$105** times the number of years of service in a six (6) hour job plus the number of years of service in a three (3) **or three and one half (3 ½)** hour guarantee job times the service pension accrual rate applicable to the employee when ~~he~~ **they** held the three (3) **or three and one half (3 ½)** hour job. The 25 year service pension at age sixty (60) and the 30 year service pension at any age shall be calculated using the same formula.

The 25 year service pension at any age shall be calculated based on \$70 times the number of years of service in a six (6) hour job plus the number of years of service in a three (3) **or three and one half (3 ½)** hour guarantee job times the service pension accrual rate applicable to the employee when ~~he~~ **they** held the three (3) **or three and one half (3 ½)** hour job.

For employees who reach 30 or more years of service, age 55 or older on or before July 31, 2028, the following additional enhancement shall apply; \$120 times the number of years of service in a six (6) hour job plus the number of years of service in a three (3) or three and one half (3 ½) hour guarantee job times the service pension accrual rate applicable to the employee when they held the three (3) or three and one half (3 ½) hour job. This additional enhancement shall become part of the employee's vested benefit and shall apply even if the employee retires after July 31, 2028.

12. ~~Three (3)~~ Three and one half (3 ½) hour employees shall only have bump rights if their job is eliminated. Six (6) hour employees shall have bump rights to another six (6) hour or ~~three (3)~~ three and one half (3 ½) hour guarantee position if their assigned work days of the week are changed or the job is eliminated. A ~~three (3)~~ three and one half (3 ½) hour employee can only bump into another ~~three (3)~~ three and one half (3 ½) hour guarantee position. The following will be the manner in which they may exercise seniority: the employee may bump a junior employee from a ~~three (3)~~ three and one half (3 ½) hour job or a six (6) hour position. The employee may also take an open six (6) hour position if one exists. If the displaced employee bumps to a ~~three (3)~~ three and one half (3 ½) hour position or an open six (6) hour position, this shall end the bump process. The original bump will constitute the original move. Thereafter two (2) more moves, if needed will be allowed. After the original move and two (2) others the final displaced employee must bump to a ~~three (3)~~ three and one half (3 ½) hour position, the most junior six (6) hour position, or take the open six (6) hour position, if one exists. If the most junior six (6) hour employee is bumped, ~~he/she they~~ will become a ~~three (3)~~ three and one half (3 ½) hour employee. Employees in the Fueling, Marshalling and PSC classifications will be limited to moves within their classification. In the event there is no one junior to them the employee can exercise ~~his/her their~~ seniority to displace a junior six (6) hour employee in another six (6) hour classification.

Excepting contrary provisions in the National Master, six (6) hour positions in the Louisville Air Rider will be bid to existing Air Rider part-time employees, provided they are qualified, prior to hiring off the street. This language shall supersede other language referencing the bidding of six (6) hour positions in the Central Supplement.

~~ARTICLE IX- MASTER APPLICATION~~

~~When applicable, all other provisions of the National Master, including the duration and relevant provisions of Article 40 and other provisions of the Central Region Supplement shall apply to Air Operations Employees.~~

Addendum to Air Supplement (Addendum A)

Section A

Notwithstanding Article 34 of the National Master Agreement, the Parties agree that employees who have jobs with a six (6) hour guarantee shall accrue credited service effective August 1, 2002, in accordance with the following formula: eighty dollars (\$80.00) per credited year of service in a six (6) hour job. Effective January 1, 2008,

eighty-seven (\$87.00) per credited year of service in a six (6) hour job. **Effective January 1, 2024, one hundred and two dollars (\$102.00) per credited year of service in a six (6) hour job.**

Section B

Employees with a six (6) hour job will receive one (1) year of credited service for seven hundred and fifty (750) or more paid hours. Nine (9) months of service will be credited for five hundred and one (501) to seven hundred and forty-nine (749) hours worked in a calendar year. Six (6) months of service will be credited for three hundred and seventy-five (375) to five hundred (500) hours worked in a calendar year.

Section C

The Employer will be responsible for funding the UPS Pension Plan as required to provide the benefits described above and will be responsible for maintaining the plan.

Section D

The improved benefit formula provided pursuant to this Section will be coordinated with the benefit provided under the UPS Pension Plan as outlined in Article 34 of the National Master Agreement.

Section E

The maximum number of years of service credit which can be accrued under the UPS Pension Plan is thirty-five (35).

Section F

The UPS Pension Plan will be governed by the terms of the Plan Document and its Amendments.

Letter of Record

1. The Employer and the Union agree to maintain the Employee Parking and Shuttle Committee. This committee will consist of an equal number of representatives from the Union and UPS. The committee will meet on a monthly basis or upon request to review any issues that arise in the transportation of employees to and from their work area; a copy of the minutes of each meeting will be reviewed by the District and Region Labor manager. If the committee is unable to resolve any issues or concerns, the issue or concern will be subject to the grievance procedure. Any grievance not resolved at the state panel level will be immediately submitted to the IBT Director of Parcel and Small Package Division and UPS Vice President of Labor Relations or their designees for resolution. Stewards will be given a cell phone number to the management team on

property that is responsible for shuttle operation to respond to any issues or concerns that occur during the operation.

Any employee who after badging in at the guard shack, rides the shuttle, if the shuttle is available, and clocks in at their work area, and is late as a result of a shuttle ride time of over 20 minutes, the employee will be paid from their regularly scheduled start time and not charged an occurrence.

New Shuttle/Bonus Rules

The following bonus program and/or shuttle rules shall become effective upon ratification, to provide an allowance for employees who are required to ride the shuttle to their workstations.

a. The first bonus shall be eligible to be paid to employees who have attained seniority by August 1, 2023. They shall receive a one thousand (\$1000.00) bonus if they are still actively on the payroll when the bonus is paid within thirty (30) days of ratification of the NMA and its Supplements, Riders and Addenda. This bonus will be paid regardless of whether the employee rides the shuttle.

b. Subject to paragraph d. below, the Company shall pay a second thousand-dollar (\$1000.00) bonus to those employees provided the following conditions are met:

(i) Only employees required to ride the shuttle will be eligible;

(ii) The shuttle will be prorated on a 1/12 ratio for any full months of absences in 2024;

(iii) The employee has, at least, one (1) year of service as of 1-15-25;

(iv) Employees must be on the payroll when the bonus is paid on 2-15-2025; and

(v) Employees who retire shall be eligible to receive a pro-rated share of the bonus (prorated on a monthly basis).

c. The Company shall have the right at any time after 1-1-24 to reduce the twenty (20) minute entry threshold referenced above to fifteen (15) minutes if the Company, at the same time, establishes a fifteen (15) minute departure limit. The fifteen (15) minute entry time shall work the same as the existing twenty (20) minute limit. The fifteen (15) minute exit time shall apply to the time from when the employee scans in at the departure bus stop until they scan in at the departure guard station or a scan installed at any remote parking lot. If an employee believes they have been delayed

more than fifteen (15) minutes between the two swipes, they shall report the delay to his supervisor in writing. Any verified delay time will be included as pay on the employee's next regular paycheck. The report must be made within seventy-two (72) hours of the delayed departure. In addition, the employee must swipe their card at both the locations in order to be eligible to additional compensation.

d. The Company shall not be obligated to pay the bonus due in February 2025, or a prorated amount, if the fifteen (15) minute limit is implemented by January 1, 2024. The bonus shall be prorated if the new fifteen (15) minute limit is implemented during the calendar year 2024. The proration shall be on a 1/12th basis. Conversely, if the Company is not able to implement the new lower time limits, then the \$1000 bonus in 2025 will be payable. Further, the bonus, in full or on a prorated basis, will be paid for future calendar years of this contract until the new fifteen (15) minute limit is implemented.

~~Subsequent to ratification of this Agreement, the Company will deploy additional shuttles, which will be heated and air conditioned, to its shuttle system to improve travel time for employees to and from their work areas. Further, within six (6) months of the addition of the new shuttles, the parties will provide the Chairs of the Joint National Negotiating Committee or their designees a report as to the status of the transportation situation at Worldport. The Chairs shall have the authority to agree to any additional remedial steps necessary to remedy outstanding issues, including penalties to ensure compliance.~~

~~If dispute cannot be resolved, either party may refer the matter to arbitration in accordance with Article 8, Section 7 of the National Master Agreement. The next arbitrator in rotation on the Central Panel shall be assigned the case. The arbitrator shall have the authority to award any remedy specified in the paragraph above.~~

2. In addition to the language in Article 3, Section 1 of the National Master Agreement, it is understood that the practice of having business agents or stewards attending pre-seniority attainment meetings for the purpose of educating new employees about the Union will continue for the life of this agreement. The Union will be notified one (1) week in advance.
3. All employees shall have the right to cell phones in accordance with company policy.
4. All missort discipline shall be removed if an employee achieves a missort frequency of one per ten thousand (1/10,000) for three (3) months or goes without a missort for three (3) months.

5. AMDC employees shall be able to break up 3 weeks of vacation into single days.
6. All seniority employees shall receive double time pay for work performed on holidays as has been practiced in the Air District.
7. AMDC will recognize holidays as calendar dates.
8. The company will notify the Union if it plans to discontinue or modify Metro College or Earn to Learn.
9. The Company will agree to request from the FAA jump seat privileges for AMDC. The Company will make jump seats available if not prevented by FAA.
10. The company shall be responsible for providing bottled water in the months of June, July, and August for Ramp, Marshalling, Fueling, Grade Lane Shift, and Cartage Shift employees.
11. In the event a new piece of equipment requires a new specialty tool for GSE or Belt Maintenance, the Company agrees to make available such tools for the shop. At the sole discretion of the Employer, the Company may supply such tools for individual mechanics for use for the length of their employment.
12. When combination employees are temporarily moved off their ~~his/her~~ job it shall be by total company seniority from those employees qualified and available, in the immediate work area. Excluding Peak Season (November-December), the Company agrees to continue the practice of honoring a request from full time hub combination and cartage employees to transfer from one half of their combination job to another within the managers area, the only exception is that the 1DA Smalls Sort and 2DA Small Sort will each be considered one manager's area (for the purposes of this specific language only), if business conditions allow, provided there is an opening in the requested position. It is understood that this process will not cause a disruption to the operation nor trigger a bump.
13. Effective 90 days after the ratification date of the Louisville Air Rider, pallet work currently performed by the vendor will become bargaining work. This work is defined as the consolidation, loading and unloading of pallets that accumulate outside of our facilities. The transportation of the pallets off site will continue to be done by the vendor.

14. As a result of a runaway involving a tug or dolly which causes personal injury or property damage, the Company may discharge or suspend any employee without a warning letter but **they he/she** will remain on the payroll in accordance with Article 7 of the National Master Agreement. Progressive discipline must be applied if the runaway tug or dolly incident does not result in personal injury or property damage.
15. Effective 90 days after the ratification date of the Louisville Air Rider, the movement of ULD containers inside the fence line to and from the storage lot will become bargaining unit work. Employees performing this work will need to get their SIDA certifications. The transportation of containers from the vendors repair facility to and from the storage lot will continue to be done by the vendor. The unloading of containers by the bargaining unit will continue in accordance with what has been practiced.
16. Any full-time employee bidding into AMDC or Container Repair-ULD will not be permitted to bid outside their classification for a period of one (1) year.
17. Upon ratification of this agreement, all ramp vans will be inspected to determine if they have a working air conditioning system. Any that have a working air conditioning system will be maintained in working order.

All newly manufactured pushbacks and fuel trucks in Worldport shall be equipped with HVAC systems. The existing fuel trucks will be retrofitted with air conditioning. The Company and the Union agree to establish a committee to review the progress of conversion kit development and installation schedule. Once A/C units are available for installation, the Company commits to retrofit one third (1/3) of the fuel trucks every year. The committee will also review cooling solutions for the existing pushback fleet. If the committee is unable to resolve any issues, the issue will be subject to the grievance procedure. Any grievance not resolved at the state panel will be immediately submitted to the National Health and Safety Committee.

18. It is agreed that part-time employees bidding to full-time jobs will not lose their option week the first year after taking a full-time position.
19. In order to receive holiday pay, an eligible employee must complete the regularly scheduled workday which immediately precedes or follows the holiday.
20. Employees calling in shall receive one occurrence for 2 consecutive days, up to four (4) times in a twelve (12) month period, without a Dr.'s note, provided it is for the same reason.

21. Employees in their current work assignments will be moved based on seniority and not based on rotations. 50/50 jobs in the Pretrip/ULD/Container area will continue the existing rotations. Ramp crews will continue the existing rotations daily.

The Company maintains the right to keep employees trained and qualified in the employees' work assignment. This will not be used as subterfuge to deny an employee of their seniority rights.

22. The Company agrees that discipline documentation will be communicated to non-English speaking employees in the appropriate language via a bilingual Union Steward and/or union employee from the list provided by the Local Union. If said employees are not on property and/or not scheduled to work, a translation application or other mutually agreed upon resource will be used.

23. The Company will add two (2) lifts in the GSE shop in order to work on equipment. The Company will order the lifts within three (3) months of the ratification of the agreement. The type of lift will be determined by the Company.

24. The Company agrees to maintain fourteen (14) GSE mechanics working Monday through Friday with a start time ranging from 4:30 am to 8:30 am and also eight (8) GSE mechanics working Monday through Friday on second shift through the life of the 2023 – 2028 CBA.

25. Belt maintenance mechanics will be allowed to punch out in the "H" Wing, with the exception of the bottom four (4) seniority mechanics per shift. Mechanics punching out in the "H" Wing will make themselves available via cell phone (call or text string) in case they are needed. Any abuse of the process will be reviewed with the employee and union.

26. Any malfunctioning casters identified by mechanics or reported on the DECR will be addressed as soon as possible but no later than 30 days from report. Any violation of the 30 days will be subject to the grievance procedure. Any case deadlocked at the state panel level will be referred immediately to National Health and Safety Committee for resolution.

27. The parties agree that fan requests shall be submitted to the local CHSP committee for review and recommendations. Any disputes over the requests of fans for an area shall be subject to the grievance process. Any grievance not

resolved at the state panel level will be immediately submitted to the National Health and Safety Committee for resolution. Ice machines and water fountains will be maintained in working order.

28. The Company will have the current SATCO containers needing kick plates or door posts replaced, completed in the Container repair shop. Metal damage that can be repaired or warranty work will continue to be handled under the current practice.

29. The Company commits that it will overhaul the ULD storage lot with new stone, grading and compaction. The Company commits to maintain the ULD storage lot in good repair after.

Double Shift Letter of Understanding

Monday through Friday

The facility is broken down to the following areas for double shift opportunities:

*Wings, A,B,C,D,E

*Core Unload/Thumb, Building One/ Grade Lane/Wing H/Grade Lane Shift

*SEAS

*Small Sort

*PSC

*Revenue Recovery

When a request for double shifters is received from the 2DA or 1DA operations, the positions will be filled by seniority that pertains to particular areas. Request can not be made by job type.

If the request for a particular area is not filled, the remaining positions will be filled by employees from like areas by seniority. For example, Wings A,B,C request 20 double shifters and only 10 employees sign up. The remaining 10 positions will be filled by seniority from the THUMB/CORE UNLOAD.

The like areas below are grouped for the 1st and 2nd choice to backfill a request. The employees will be selected by seniority by group. If the first group is depleted, we will use the second group by seniority and so on.

Like Area Groups

Wing A,B,C,D,E – 1st Wing A,B,C,D,E, 2nd Thumb, Core Unload, 3rd Building One, Grade Lane, Wing H/Grade Lane Shift

CORE UNLOAD/Thumb – 1st Wing A,B,C,D,E, 2nd Building One, Grade Lane, Wing H/Grade Lane Shift

Building One/Grade Lane/Wing H/Grade Lane Shift – 1st Wing A,B,C,D,E, Core Unload/Thumb

SEA – SEA (Small and Parcel)

Small Sort – Small Sort

PSC – PSC

Revenue Recovery

*****For double shift opportunities, the 2DA Ramp will be considered part of Wings A,B,C,D,E

*** For purpose of double shifts from 1DA operation to 2DA operation only; The 9/11 ramps and ramp 6_will be allowed the same opportunity as Wing H employees.

***The 1DA and 2DA small sort employees for purpose of double shifts will be allowed the same opportunity as Core unload employees.

***If Wings A,B,C,D,E and the Core Unload/Thumb, Building One, Grade Lane, Wing H, have exhausted all means for double shifters, it will open up first to the seniority in the following groups (PSC, SEAS, Revenue Recovery and Small Sort). If these areas are exhausted it will be open to the district.

***For double shift opportunities, if the small sort, SEA, PSC, or Revenue Recovery can't cover their own double shift needs, these four groups will be considered as a like area work group.

FOR SUNDAYS

The 2DA OPERATION will have the rights to fill the needs of the Sunday sort first. The process for double shifting is identical to the Monday-Friday double shifting guidelines.

***The company will post signs with double shift opportunities in all guard facilities. At the time of the posting, a Company representative will take a picture of the posting that shows a date and time stamp. The employee will be responsible for checking these double shift lists and signing up for these double shift opportunities on the computer or by the phone. The computer is preferred. The phone number to call will be:

2DA Sunday Double shift only: 359-1335

2DA Mon-Fri Double shift only: 359-7160

2DA Deice: 359-7585

1DA Double shift: 359-7351 or 359-7312

*** The Company will post a list with the names of employees on a made/did not make list on a link attached to UPSERS.com after each sort for the corresponding shift offered.

These numbers are connected to voicemails. Employee should leave their name, GEMS ID, and F/T Supervisor name on message. The cut off times for the 2DA operation for Mon- Fri double shift is 1:00. 2DA Sunday double shift operation cut off time is on Thursday at noon. The cut off times for the 1DA operation Mon-Fri double shift is 01:30. 1DA Sunday double shift operation is 02:00.

Letter of Understanding

Updated August 1, 2023 18

~~Upon completion of the Worldport expansion,~~ Porter helpers will **only** inspect the equipment listed below:

Porter/Helper inspections: UNL-05, DWS, VI Beltflow Conveyor, Rapistan conveyors, Grade lane conveyor, Vertisorter, Transnorm powerturn beads, Posisorter slave 1 and 2 polychains, nosedock daily pretrip, Rapistan powerturn, irreg. straight, IGC Beltflow conveyor (small sort), Small Sort Collector, Small Sort induct, Small Sort primaries, Small Sort secondaries. **Pursuant to the settlement of JAC Case 92-14 some other duties Porter Helpers can perform are Irreg Bow inspections, MCP/RCP clean and replace filter with power off, Walkoffs, Oil Sample, Hoist/Sling safety and inventory, Lace Cart inspections/inventory, Vulcanizer inspections/inventory, Maintenance cage inspections, Satellite Parts Cage inspections, Bed Pan cleaning, Parts Inventory, Emergency Tool Kits Inventory, Irreg Pre/Post Trip, Forklift Pre/Post Trip and Belt Inventory.** Mechanics will continue to inspect all the equipment that they are currently, including the equipment below which are mechanic only inspections.

Mechanic only for this equipment, but not limited to: Transnorm powerturn (other than bead inspection), Transnorm merge, irreg merge, irreg powerturn, posisorter, nosedock (other than daily pretrip), Portec, High Voltage Electrical Testing, Axxmann merges, Axxmann powerturns, Axxmann gated conveyors, and Axxmann metering conveyor. When the Worldport expansion is complete, the following equipment will be added to the Mechanic only inspection list.

Additional “mechanic only” after completion of expansion: LOA/UNL 20, Gappex, irreg merges and irreg curves. **~~As part of the Worldport expansion at least 25 mechanic jobs will be created~~**

The Union and Company agree that Porter Helpers will now cover parts department **(belt maintenance)** work on all holidays **and** weekends, **and absences if the Company is going to staff the parts department or cover the absence.**

Amendment to the Cartage LOA

The company agrees to the following amendment to the existing Cartage Letter of Understanding:

1. If management disqualifies an employee it will not count as a move.

For the Company

C. Macforan
John J. Jones
John J. Jones

Date

10/23/07

For the Union

Fred Zuckerman by JB
John Bolton
John Bolton

10-23-07

Memorandum of Understanding

The parties agree that with regard to the issue of the classifications of Ground Support Mechanic, Belt Maintenance, AMDC, Dolly Repair, Container Repair, Utility Repair, and the job of Marshalling Pushback , except as outlined in the 22.3 Letter of Understanding dated 9-03-04, being full time employees only, that the following will apply:

- The Company and the Union maintain their respective positions on this matter.
- The Company will not add part time employees to the above mentioned classifications except as noted in Marshalling above for the life of the agreement unless by mutual agreement.

For the Company

C. Madorana
Peter J. Amico
Arthur M. M.

Date

10/23/07

For the Union

Fred Zuckerman by JB
John Batten
Bruce J.

10-23-07

Letter of Understanding

The parties agree that this letter will apply to the Louisville Air District and Teamsters Local 89 for the purposes of a successful opening and integration of the new Freight Hub.

~~The following are replacement provisions to the full-time bid procedure as outlined in Article IV Sections C and D~~

- ~~• Full time employees may be awarded two bids per year (including bids within their classification) if an employee is awarded a position and does not accept the position, it will count as an awarded job in reference to the above stated two moves. Once an employee is awarded a bid job, they cannot bid again until they qualify (30 days) Also, anyone that is awarded a bid and is disqualified, either by management or themselves, will be considered having used their two bids. After the original move and three others by full time employees, subsequent full time openings shall be made available in seniority order to the most senior part time employee desiring to become full time. Any disqualification will count as a move in the above stated process.~~
- ~~• A newly promoted full time employee must stay in their original bid classification for a year, except in the case of a newly created full time jobs. Any employee bidding into the Marshalling, Fueling, and Porter-Helper classification will not be permitted to bid outside their classification for one year. Any employee bidding into the PSC classification will not be permitted to bid outside their classification for a period of 18 months. Employees bidding a full time position will be subject to a thirty day qualification period. Full time employees will have five (5) working days to disqualify themselves. If an employee is disqualified from a bid job the opening shall go to the next person on the bid sheet, except when that is the last move in the bid process.~~

The following is a replacement provision to **Article VIII Section 1**

Article VIII-Six Hour Jobs

1. The Employer may add two (2) six (6) hour jobs for every new full time job created.

CSI Transition

No part time employee will be permitted to disqualify once transferring into the Cartage operation for a period of one year.

The following work groups will be added to **Article VI Section F** to replace Air Cargo by Shift

Next Day Cartage Mod (Unload, Load, Slide, and Que) Sort A, B, C etc.

Next Day Cartage Bulk Area Truck Area

Next Day Cartage Roller Truck Area

Next Day Cartage Primary and Secondary Sort Areas

Next Day Cartage Building Transporters by Manager

Next Day Cartage Ramp and Shift By full time supervisor

Next Day Cartage PSC

Second Day Cartage Mod (Unload, Load, Slide, and Que) Sort A, B, C etc

Second Day Cartage Bulk Area Truck Area

Second Day Cartage Roller Truck Area

Second Day Cartage Primary and Secondary Sort Areas

Second Day Cartage Building Transporters by Manager

Second Day Cartage Ramp and Shift By full time supervisor

Second Day Cartage PSC

The following is a replacement provision to **Article 3 Section A**

Next Day Air Cargo and Second Day Air Cargo will be replaced by Next Day Air Cartage and Second Day Air Cartage. These lists will be maintained separately for Full time and part time as stated in Article 3.

The following is a replacement provision for **Article 1 Section A**

Air Cargo full Time will be replaced by Air Cartage Full time and Air Cartage Part Time will be added.

Any fill time bid or part time transfer opportunities will be filled as business conditions allow, as soon as practicable from the opening of the operation. Full time positions will be filled from existing Air District employees.

The company will fill the first 50% of the employees for the new operation using a combination of the current Cargo Part time 3 hour transfer list as of 2-9-06 and filling the remaining portion of that first 50% by assigning existing Air District from the bottom up. The second 50% will be filled of the street.

Both parties agree to meet to modify the District Doubleshift procedure to reflect the current practices.

Houskeeping, Belt Maintenance, and GSE will maintain the same scope of work in the Cartage facility as in Worldport. GSE rebuilt transmissions will be repaired by a vendor. We will maintain the current practice of new equipment under warranty. The GSE will be phased in upon completion of the new shop for the facility. It is understood that in the interim process the company may use vendors for the forklifts. It is further understood that when the shop is at capacity, the company may use alternate means including the use of vendors to insure there is enough forklifts in service to avoid any service interruptions.

For the Union

John Dolter
Paul McIntosh
Bruce [Signature]
Craig Burns

For the Company

Chuck Mademan
Robert J. [Signature]
Man [Signature]

Letter of Agreement

Teamster Local 89 (Union) and United Parcel Service (UPS) agree that the housekeeping work defined in this letter, that was previously performed by a vendor, will be performed by bargaining unit employees subject to the remaining provisions of the labor agreement.

The work covered by this Letter of Agreement (LOA) is limited to the sweeping, policing and cleaning of the following areas:

- Stairwells leading up to the second floor of Wings B, C, and the freight facility
- The exterior of the wings not to extend beyond the dockers, and or motor pools
- The exterior perimeter of the Cores, Grade Lane, WFF, Building 9, and the Employee Guard Shacks within the fence line. This described work shall not extend beyond the end of a feeder, a drive aisle or anywhere a motor vehicle is allowed.
- The emptying of all trash and recycling receptacles within the areas described above that are less than 55 gallons in size.

Nothing within this LOA applies to any other work that is currently being performed by a vendor including, but not limited to, the operation of sweeper truck and power wash equipment.

MEMORANDUM OF UNDERSTANDING

United Parcel Service Inc. (UPS) and Teamsters Local 89 (Union) agree to the following as the steps necessary to satisfy the obligation for new shuttles pursuant to the Letter of Record on shuttles, provided the Louisville Air Operation supplement is ratified:

(1) By May 1, 2014, UPS shall have a total of six (6) updated-model shuttles operating at Worldport. By August 1, 2014 three (3) additional updated-model shuttles operating at Worldport. These new shuttles will be current models with comfort conveniences such as working heating and air conditioning systems, lower step entrances and smoother rides.

(2) By June 1, 2014, UPS shall also open two (2) additional scanner/x-ray units at the entrance to Worldport to allow better access for employees.

Coverage Mechanics Agreement between UPS and Teamsters Local 89

Updated August 1, 2018

1. The coverage mechanic is a bid position selected during the annual bid process.
2. Management will designate the required shifts and workweeks as needed for coverage areas.
3. Management reserves the right to change the number of mechanics assigned to each shift in order to meet conditions. These conditions include, but are not limited to, Absenteeism, Disability, Military Leave, Vacations, and Workers Comp. The Company is not required to cover all of the above conditions.
4. The coverage areas shall be posted weekly in the shops of the areas where the mechanics report to work. The selection areas will be awarded to those bid coverage mechanics only in seniority order.
5. All bid coverage mechanics must select before Wednesday @ 8:00 AM including those not working that week. Failure to select or to call in for those not working will be assigned to the vacant areas by management.
6. 30 days in one area or start time by a coverage mechanic does not constitute a new bid position.

Overtime Procedures for Belt Maintenance

Updated August 1, 2018

1. Sort Continuation – Sort coverage of an assigned area may last up to 30 minutes in the mechanics assigned area. (This is not area seniority; this is sort continuation to allow for operation continuity.) If the coverage is expected to, or lasts longer than 30 minutes, the Company must ask those available, in seniority order to complete the sort wrap-up.
2. Job Continuation – If a mechanic is assigned a job (repair) and it runs into overtime, **they he/she** may be expected to complete the job if the estimated completion time is less than one hour.
3. Shift Coverage – When a mechanic calls in and we need to cover **their his/her** shift we will use present, qualified and available for that day. If the call-in is for multiple days, the subsequent days will be bid by seniority to those available. **~~If the Company is not notified twenty-four hours in advance, the call-in procedure will be used. Mechanics will be selected by seniority on adjacent shifts for shift coverage.~~**
4. If additional help is needed. UPS will begin calling in the most senior mechanics on the next shift due to report.
5. Back to back shifts are allowed as long as the shift schedules do not overlap. **The requirement may be waived in instances in which the Union and the Company agree to do so.**
6. Mechanics are only allowed to work 18 hours in a 24 hour period **in the maintenance classification**. Mechanics cannot be forced to work more than ~~sixteen (16)~~ **fourteen (14)** hours in a twenty-four (24) hour period **in the maintenance classification. Any mechanic forced to extend their workday will be allowed a minimum of ten (10) hours off before their next shift if requested.**

Letter of Agreement

United Parcel Service Inc. (UPS) and the Teamsters Local 89 (Union) agree to the following to resolve the differential between the part-time and full-time short-term disability benefits for Local 89 represented employees:

1. UPS shall take the necessary steps to ensure that the short-term disability benefits received by the full-time employees represented by Teamsters Local 89 will be based on the same formula that is applied by TeamCare for short-term disability benefits for part-time employees.
2. The increased short-term benefit shall become effective six (6) months after the ratification of the National Master Agreement (NMA).

NEGOTIATING COMMITTEE FOR THE AIR RIDER AGREEMENT

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Avral Thompson, Co-Chair

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