

2023-2028

Clerical Agreement

Between

Local295



Affiliated with the International Brotherhood of Teamsters
and

UPS/CSI

Witnesseth

WHEREAS the Union is the Collective Bargaining Agent on behalf of the employees hereinafter described; and

WHEREAS, the Union and the Employer have negotiated for the purpose of establishing terms and conditions of employment for employees covered by this agreement.

WHEREAS it is the sense of this Agreement that employees covered hereunder be afforded continued and full opportunity of employment without interruption and in accordance with the standards of this Agreement.



TABLE OF CONTENTS

Section		Page #
1	Recognition	3
2	Classification	3
3	Union Security	4
4	Check Off	4
5	Wages	5
6	Hours	6
7	Vacations	8
8	Holidays	9
9	Sick Leave	11
10	Funeral Leave	11
11	Jury Duty	11
12	Seniority	12
13	Assignments	14
14	New Position – Vacancies	14
15	Job Security	14
16	Armed Forces	15
17	Stewards	15
18	Labor Practice	16
19	Health & Welfare	17
20	Pension	17
21	Protection of Rights	18
22	Strikes & Lockouts – Grievance & Arbitration	19
23	Federal & State Laws	20
24	Transfer of Company Title or Interest	21
25	Maintenance of Standards	21
26	Company Rules	22
27	Savings Clause	22
28	401K Plan	22
29	Duration Clause	22
Appendix A	Dress Code	23
Appendix B	Zip Codes	24
Appendix C	Attendance and Punctuality Policy	27

Agreement entered into between UPS Cartage Service Inc. hereinafter called the "Employer" or the Company", and LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "UNION", TO GOVERN ALL HOURS, WAGES AND WORKING CONDITIONS HEREIN SET FORTH, TO CONTINUE FROM August 1, 2023, AND INCLUDING July 31, 2028.

SECTION 1: RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for Air Freight Agents performing the duties described in Section 2 of this agreement and who are working at the JFK International Airport Service Center, the JFK International Gateway and the Newark, NJ Service Center in connection with shipments to or from the geographic areas corresponding to the Zip Codes listed in APPENDIX B as in effect with the U.S. Postal service on the effective date of this Agreement (The darkly outlined area of the map which follows is intended to coincide with the listed zip codes - if this is not the case, the Zip codes, not the map, will control.) In the event the Employer hereafter adds Zip Codes to the service areas of the JFK International Airport Service Center or the Newark, NJ Service Center the geographic areas corresponding to those Zip Codes will be added to the geographic areas described in the preceding sentence.

SECTION 2: CLASSIFICATIONS

(A) (A) The following duties are to be performed exclusively by union employees of the company:

- 1. Screen, route (per the instructions of supervision), prepare, and process air bills, highway bills and related manifests;**
- 2. Produce and process documentation (exclusive of papers associated with the dispatching as a gateway function) related to international import and export shipments and domestic inbound and outbound shipments;**
- 3. Make complete and accurate data entries into computer to create computer shipments and manifest records. Correct errors if rejected.**
- 4. Prepare and distribute manifest.**

Bargaining unit members will also perform other work duties which are not exclusive to the bargaining unit, as assigned by management. It is agreed and understood that management employees will perform non-exclusive duties as incidental to management duties or on an occasional basis only. Supervisory personnel or any employee not covered by this Agreement will not perform any work which is recognized as the work of employees covered by this Agreement.

(B) The Employer agrees that employees covered by this Agreement shall not perform duties assigned to Driver/Dockworkers.

The Employer agrees that only employees covered by this Agreement will perform duties listed in this Agreement. However, non-union personnel may train union personnel.

The Union will permit temporary assignment of employees from other departments of the Employer to the operations assignments covered by this Agreement for purposes of training and the employees covered this Agreement will use their influence and best efforts to advance the training of such personnel by demonstration and example of techniques and knowledge involved in their assignments. The Employer agrees to limit the number of trainees and the duration of the training periods and shall not utilize trainees to unreasonably diminish bargaining unit work to circumvent the conditions of this contract.

SECTION 3: UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or after the thirty-first (31) day following the effective date of this Agreement or the execution thereof, whichever is later shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

A new employee shall work under the provisions of this Agreement but shall be employed on a sixty (60) calendar day basis, during which period he or she may be discharged without recourse to the grievance and arbitration mechanism provided herein. The Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) calendar days, the employee shall be placed on the regular seniority list with his/her hire date as his/her seniority date.

Supervisory personnel or any employee not covered by this Agreement will not perform any work which is recognized as the work of the employees covered by this Agreement.

SECTION 4: CHECK-OFF

The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized assessments, and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made on the first day of each month from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination of this Agreement, whichever occurs sooner. Such dues, initiation fees and assessments as and when deducted, shall be forwarded to the

occurs sooner. Such dues, initiation fees and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union. Properly authorized assessments shall be deemed a part of the dues structure of the Union and shall be deducted in accordance with the due's deduction authorization provided by the Union, insofar as permitted by applicable law.

When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, he shall remit same and in the event such deduction was made and the Employer fails to remit such monies to the Union, he shall be assessed twenty percent (20%) liquidated damages. Where an employee who is on check-off is not on the payroll for any reason, the employee must make arrangements with the Union to pay such dues in advance. In the event the Employer is in violation of this section, after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may take any economic action against such Employer regardless of any other provision of this Agreement.

SECTION 5: WAGES:

Full time wage progression: Reference UPS National Master Agreement (Article 41, Section 3)

Full Time wage progression:

Start	\$23.00
Twelve (12) Months	\$24.00
Twenty-Four (24) Months	\$25.00
Thirty-Six (36) Months	\$28.00
Forty-Eight (48) Months	Top Rate

*The Top Rate as of 08/01/2023 - **\$35.94** plus the general wage increases provided in section 1 above.*

Employees who are in progression as of the date of ratification will be slotted into the above progression. When the progression is completed for these employees, the employee shall be placed at the then current top rate and shall thereafter be eligible to receive the general wage increases beginning on the next date specified below.

<u>Effective:</u>	<u>increase current rate by</u>
08/01/23	\$2.75
08/01/24	\$0.75
08/01/25	\$0.75
08/01/26	\$1.00
08/01/27	\$2.25



The employer agrees that any employee receiving a weekly rate in excess of the rate applicable under the above schedule shall suffer no reduction in pay by virtue of the adoption of this agreement.

The wage rate and job classification of employees covered by this Agreement shall be those set forth in the wage scale and by this reference made a part hereof.

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

COST-OF-LIVING (COLA)

REFER TO ARTICLE 33 OF THE UPS NATIONAL AGREEMENT

Part-time Wage rates:

Refer to Articles 22.5 (b) & 22.8 of the National Master Agreement (Part-time UPS CSI Employees)

SECTION 6: HOURS

(A) A full-time employee's work week shall consist of five (5) consecutive days, Monday through Friday, Tuesday through Saturday, or Sunday through Thursday, eight hours each day, within the employee's applicable seven-day period. Hours worked in excess of eight and all work on the employee's sixth punch in the applicable seven day period shall be paid at time and one half the rate listed in Section 5 of this Agreement. All work performed on the employee's seventh punch in the applicable seven day period shall be paid at double the rate listed in Section 5 of this Agreement. Employees performing work on a sixth or seventh punch in the employee's applicable seven day period will be guaranteed a minimum of eight hours of work opportunity or pay for the day. There shall be no pyramiding of overtime.

(B) A day's work shall be exclusive of a thirty (30) minute meal period, which period shall not start before the end of the fourth hour and not later than the sixth hour.

The Company agrees to reopen this contract for the limited purpose of agreeing to a one-half (1/2) hour meal period or a waiver of one hour meal period when the Union has succeeded in obtaining a written waiver from the New York Department of Labor of the forty-five-minute meal period requirement for shifts beginning between 1:00 PM and 6:00 AM or approval of a collectively bargained right for employees to waive their right to a meal period entirely. The Company will cooperate in the applications for such waiver and/or approval.

All Employees covered by this Agreement whose shift commences between 12:00 P.M. (Noon) to and including 7:00 AM. shall receive five dollars (\$5.00) per day over the wage scale listed. The five dollars (\$5.00) Per day shall be added to the wages of the employee.

Hours not worked for which holiday pay is received shall be counted as hours worked for the purpose of computing the number of hours in such work week after which the employee is entitled to overtime pay unless the holiday falls on the employee's scheduled day off.

Any employee who begins work prior to his scheduled starting time shall be paid time and one half the



regular rate for the hours worked prior to his scheduled start and will be paid for a minimum of eight (8) hours work following his scheduled start.

As long as all seniority-listed employees who were also on the seniority list on September 1, 2002 (Appendix D) are scheduled on a full-time or RSE basis, the Employer may schedule one (1) part-time employee for every two (2) full-time 295 members scheduled.

A Reduced Schedule Employee (RSE) is defined as any employee on the Seniority list in Appendix D who is on layoff at the time of the signing of this agreement.

If said laid off employee does not return to work within three (3) days of recall, he/she shall sever all ties with the Employer and be removed from the seniority list.

An RSE shall work a minimum of twenty-five (25) hours per week with a bidded start time.

The regular work week for an RSE shall be guaranteed to consist of a minimum of twenty-five hours worked in any five consecutive days; Monday-Friday; Tuesday - Saturday; Sunday - Thursday. The employee shall receive ~~two (2)~~ consecutive scheduled unpaid days off ~~weekly~~.

RSE's may be assigned as needed to work in excess of twenty-five (25) hours per week.

Accordingly, an RSE may work as many hours as needed in accordance with seniority and qualification.

An RSE's Vacations; Holidays; Sick days; Optional Days and any other paid benefit shall be pro-rated at twenty-five hours pay at the employee's current scheduled weekly rate of pay including Night Differential, if applicable.

An RSE shall receive all the same benefits as a full-time employee except as provided in the above pro-rated twenty-five (25) hour pay clause.

New Part-time employees are limited to the following:

One sick day per year for each two months of active employment up to a maximum of five (5) per year (subject to state and local laws).

Holiday pay for Christmas and Thanksgiving only.

Overtime after forty hours in a week.

Two hours of vacation pay for each full month of service on January 1.

Health and Welfare contribution same as full-time contribution.



SECTION 7: VACATIONS

All employees covered by this Agreement shall be allowed vacations which are to be determined in accordance with the following schedule:

THREE - Weeks after 1 year
FOUR - Weeks after 12 years
FIVE - Weeks after 20 years
SIX - Weeks after 30 years

Employees who have already received five (5) weeks' vacation upon signing of this Agreement shall be red circled with the five weeks of vacation.

Employees hired on or after July 1, 2010, shall be allowed vacations which are to be determined in accordance with the following schedule:

<u>Years of Employment</u>	<u>Total Weeks of Vacation</u>
1-4	2
5-11	3
12-20	4
21-30	5

New employees, who have not completed one year's service by January 1, shall receive one and one-half (1- 1/2) days for each full month worked to a maximum of ten working days. If an employee starts before the fifteenth (15th) day of the month, he shall be granted one and one-half (1-1/2) days for that month.

The qualifying period for the 2023 vacation shall be January 1, 2022, to December 31, 2022, the 2024 vacation January 1, 2023, to December 31, 2023, the 2025 vacation January 1, 2024, to December 31, 2024, the 2026 vacation January 1, 2025, to December 31, 2025, and the 2027 vacation January 1, 2026, to December 31, 2026. And the 2028 vacation January 1, 2027, to December 31, 2027.

The Employer shall post the vacation schedule no later than December 1 to be effective January 1, of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis according to seniority and classification, by location. Vacation replacements shall be bid by seniority and on a weekly basis. Such vacation replacement bids shall be posted only during the period from May to September of each contract year. Vacation replacements shall be limited to one per facility.

The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) or more weeks of vacation the Employer may split the vacation into separate one (1) week periods with the consent of the eligible employee.

(E) The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent

(F) Where any of the holidays covered by this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such



holiday.

(G) Vacation pay shall be paid to the eligible employee before he/she starts vacation.

(H) The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

One (1) weeks' vacation pay for an eligible employee shall be forty (40) hours pay at the employee's current scheduled hourly rate, including night shift differential pay.

(I) If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation or, upon agreement reschedule his vacation period.

(J) In case of death of an employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of the death certificate.

To qualify for a vacation, an employee must have been employed by the Employer (date of hire) for one (1), twelve (12), twenty (20) or more years respectively prior to the Anniversary date of the year in which the vacation is to be granted.

All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be pro-rating of vacation time upon termination for any reason, in accordance with the following schedule:

After six weeks - 25 percent of annual benefit
After three months - 50 percent of annual benefit
After 18 weeks - 75 percent of annual benefit
After six months - 100 percent of annual benefit

In the event an employee severs his or her employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee has terminated.

Retiring employees shall receive full vacation benefits so long as they work at least six months into the qualifying period. It is understood that a resigning or retiring employee must provide the Employer with two (2) weeks' written Notice of Separation in order to receive this benefit.

SECTION 8: HOLIDAYS

(A) The following days or the day designated in lieu thereof by the Employer shall be considered holidays: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve and six Floating Holidays which shall be scheduled with due consideration for seniority and maintaining efficiency of Employer's operations. The Floating Holidays shall be posted for bid along with the annual posting of the vacation schedule, or employees may at their option request dates two weeks in advance. Any Floating Holiday not



scheduled at the vacation posting shall be scheduled on a first come first served basis, seniority notwithstanding.

(B) To receive Holiday pay, an employee must work as scheduled on both the employee's last scheduled day before the holiday and the first scheduled day after the holiday, unless satisfactory proof of illness or other compelling circumstances preventing the employee from working as scheduled is provided to management

(C) All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay, with a minimum guarantee of eight (8) hours of work or pay in addition to the Holiday pay: New Years Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. In the event any of the above holidays falls on an employee's sixth or seventh punch workday that week, and if the employee works that holiday, he/she shall receive the higher rate of pay. All hours worked on the following holidays shall be paid for at the rate of one and one half (1 1/2) times their regular rate of pay, with a minimum guarantee of eight (8) hours work or pay in addition to the Holiday pay: New Years Eve; Day after Thanksgiving; and Christmas Eve. In the event any of the above holidays falls on an employee's sixth or seventh punch workday that week, and if the employee works that Holiday, he/she shall receive the higher rate of pay.

Employees who are assigned to work on an evening prior to a Holiday and whose work ends on a Holiday, shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the Holiday hourly rate shall apply until he completes his work.

Employees who are assigned to work on a sixth punch day, seventh punch day or Holiday evening and whose work ends on the following day, shall be paid at the sixth day, seventh day or Holiday rate until he has completed his work.

When a Holiday, or day designated in lieu thereof under Section 8 (A) above, falls on a Monday, then an employee whose regularly scheduled day off is Monday shall have the option of an extra day's pay or the following Tuesday off for the Holiday. When a Holiday, or day designated in lieu thereof under Section 8 (A) above, falls on a Friday, then an employee whose regularly scheduled day off is Friday shall have the option of an extra day's pay or the preceding Thursday off for the Holiday except for Friday after Thanksgiving Day where the employee gets an extra day's pay.

New employee during their first year of employment will be entitled to the following holidays:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- 2 floating holidays

SECTION 9: SICK LEAVE

- (A) Effective January 1, of each contract year as compensation for sickness, the Employer agrees to grant each employee ten (10) sick days per contract year at his or her regular rate of pay. The Employer may require verification of the Employee's eligibility of sick pay. Employees will be eligible for sick leave compensation commencing the first day of an absence from work due to illness or personal injury not paid for by Worker's Compensation.
- (B) New full-time employees during their first year of employment will be entitled to five (5) paid sick days.
- (C) Sick Leave shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including night shift pay, for all unused sick leave within two (2) weeks after the end of the contract year or at the time the employee severs his employment for any reason. There shall be pro-rating of sick leave at the time employment terminates for any reason in accordance with the following formula:

After six weeks	- 25 percent of annual benefit
After three months	- 50 percent of annual benefit
After 18 weeks	- 75 percent of annual benefit
After six months	- 100 percent of annual benefit

It is understood that a resigning or retiring employee must provide the Employer with two (2) Week's written Notice of Separation in order to receive this benefit.

(C) Employees in the employ of the Employer shall be paid for unused sick leave within two (2) weeks after the end {January 1} of the contract year. An employee who has used none of her/his **sick** days will receive three additional days of unused sick pay, and an employee who has used two or fewer days of her/his available sick pay will receive one additional day of unused sick pay.

In the event of a proven illness exceeding five (5) days during the first six (6) months of employment, said employee shall be eligible for up to five (5) days sick leave.

SECTION 10: FUNERAL LEAVE

In case of a death in the employee's immediate family i.e., spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, grandparents, the Employer shall grant such employee three (3) working days off with pay. An additional two days off with pay will be granted if the family member is a spouse, child, mother, or father. Death Certificate or other such proof of death must be submitted to the Employer upon request. Funeral leave is exclusive of Saturdays, Sundays, Vacations, and Holidays, when not regular workdays.

SECTION 11: JURY DUTY

It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury pay up to ten (10) days.



SECTION 12: SENIORITY

(A) SENIORITY PRINCIPLE

Seniority shall prevail. Length of service with the Employer as of date hired as a Bargaining Unit Employee shall determine seniority. Senior employees shall have preference to choose their shift on the 31st of each January; employees shall have an opportunity to bid for shifts but not location. Bids will be awarded and effective within thirty (30) days of posting.

When a reduction in force at one location results in a layoff, the laid off employees shall have the right to displace junior employees at the other location, and to be recalled in inverse order of their layoff to the location from which laid off when the workforce is again increased. An employee who fails to exercise the right to return to that location from which laid off, forfeits all right to return to that location, except the right to displace junior employees at that location if again laid off. Within two (2) weeks following an increase or reduction in force, employees at an affected service center/gateway shall have the opportunity to bid for shifts at that location. Bids will be awarded and effective within thirty (30) days of the posting.

For bids for vacation replacement assignments, holiday coverage, scheduled overtime, etc., seniority will be the determining factor provided the employee is qualified to do the work. Spontaneous overtime will be offered by seniority within the shift.

(B) SENIORITY RANK AND POSTING:

Within thirty (30) days after signing this Agreement, the Employer shall post in a conspicuous place at the Employer's Service Center/Gateway/Hub, a list of employees arranged according to their seniority. Claims for correction to such lists must be made to the Employer within ten (10) days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period, shall be submitted to the Grievance Procedure as established by this Agreement.

New employees shall be placed on the regular seniority list with seniority dating from date of hire as a Bargaining Unit Employee, as provided in Section 3 of this Agreement.

LOSS OF SENIORITY:

Seniority will be lost by any of the following:

- Discharge.
- Voluntary quit.
- No work, or layoff for more than one year for employees laid off after January 1, 2000.
- Failure to report to work by the twenty-second (22nd) day following the certified mailing to the employee's last known address of a notice to so report following a layoff.
- Absence for three (3) consecutive days without notification to the Employer.
- Absence from work, except while on an approved leave of absence for service with the Union, in excess



of 36 months for any reason.

- Voluntary leaving of the classification of work covered by this Agreement for more than thirty (30) days; or
- For any Air Freight Agent hired on or after September 1, 2002, failure to secure within one hundred and eighty (180) calendar days of employment, and at all times thereafter to maintain the certification required by governmental agencies for handling shipments of hazardous materials.

Any employee who is absent because of proven illness or injury shall maintain his seniority. The employee may be asked to provide a doctor's statement establishing his illness.

LEAVE OF ABSENCE:

Family and Medical Leaves of Absence will be granted to employees covered by this Agreement in accordance with applicable Federal and State laws.

Other Leaves of Absence are without pay and require written approval by the Employer and the Union. For other than Family and Medical Leave or leaves of absence for service with the Union, the maximum leave of absence is thirty (30) calendar days and may, with approval of both Employer and Union be extended for like periods. Engaging in any gainful employment while on an unpaid leave of absence will result in the complete loss of seniority rights.

STATUS AFTER LEAVE OF ABSENCE:

The return of employees from Family and Medical Leaves of absence will be governed by applicable Federal and State laws.

Although it is understood that there will be non-scheduled or incidental overtime, the Company will not use overtime to effectuate layoffs of employees.

TRANSFER OF WORK

When work of the bargaining unit covered by this Agreement is transferred to another location, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to the new work location in the order of their seniority. An employee so transferred shall for the first thirty (30) days following the transfer have an absolute right to return to the original work location, with no loss of original seniority.

OPENING NEW SERVICE CENTERS AND/OR GATEWAYS

When a new service center or gateway/Hub is opened in the area covered by this Agreement, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to the new work location in the order of their seniority. An employee so transferred shall for the first thirty (30) days following the transfer have an absolute right to return to the original work location with no loss of seniority. If at such new service center, the Union, by card check, demonstrates majority status, the parties agree to negotiate new terms and conditions of employment for that new service center.

When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid

off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they are laid off.

In the event of a recall, the laid-off employee shall be given notice by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telegram, registered or certified mail of his intent to return to work and must actually report within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return within the seven (7) calendar day period. In the event the employee fails to comply with the above provision, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

SECTION 13: ASSIGNMENTS

(A) The Employer will furnish study material and render assistance and training to employees assigned to such positions.

(B) The Employer shall have the right to select qualified persons, but as between equally qualified persons, seniority shall prevail. The Employer's selection shall not be subject to grievance unless written request therefore is received by the Employer within seven (7) working days of the selection.

SECTION 14: NEW POSITIONS - VACANCIES

All new positions or permanent vacancies will be promptly posted at places accessible to all employees covered by this Agreement. Bulletins will show assigned hours, location, and days to be worked. Employees desiring such positions will file their applications with the designated management official within five (5) working days from the date of posting. The assignment will be made within a period of twenty (20) calendar days.

(B) Each bid assignment after the general bid will be followed by a waiting period of one hundred and twenty (120) days before that new employee may bid again, except that this limitation will not prevent his/her bidding for a new position.

SECTION 15: JOB SECURITY

(A) In the event the company desires to consolidate or automate any work presently performed by employees covered by this Agreement, the Union will be notified at least thirty (30) days in advance thereof, and full and complete discussion will be had concerning the automated or consolidated operation, the utilization and assignment of personnel, in eliminated work or positions to the consolidated or automated jobs, and all necessary discussion relating to such changes in operation.

(B) Should work presently covered by this Agreement be eliminated as a result of consolidation or automation, the affected employees covered by this Agreement will be retrained and reassigned to such new work or to other work in the Service Center/Gateway, in accordance with seniority. The Employer has no intention of replacing higher paid employees with those of a lower pay grade.

(C) In the event of the introduction of new equipment and the work to be performed with such equipment

does not come within the classifications covered by this Agreement, the parties will meet and review the type of work to be performed involving such equipment and will establish the proper rate of pay. Such rate of pay to be effective as of the time that such equipment is utilized in the day-to-day operations of the Employer.

(D) SUBCONTRACTING

The Employer agrees that no work or services of the kind, nature or type presently performed by, or hereafter assigned to the Collective Bargaining Unit, will be performed by subcontractors or others outside the bargaining unit except to the same degree and under the same circumstances as they have been performed by subcontractors or others outside the bargaining unit in the past.

SECTION 16: ARMED FORCES

Employees enlisting or entering the military or naval service of the United States, including reserve components and the National Guard, shall be granted all rights and privileges provided by the applicable state or federal laws.

SECTION 17: STEWARDS - APPOINTMENT AND DUTIES

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

The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

The collection of dues when authorized by the appropriate Local Union official:

The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

Have been reduced to writing, or

If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Chief Steward and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Chief Steward and their Alternates and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union. The Chief Steward shall be granted super seniority only to the extent the law allows. He shall be the last employee to be laid off and under no circumstances shall be discriminated against by the Employer. Authorized representatives of the Union shall be permitted access to Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Employer agrees to the posting within his business premises of notice of Union meetings by Local Union.

SECTION 18: LABOR PRACTICE

(A) The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours, or working conditions of this Agreement

(B) The Local Union shall have the right to seek recovery from the Employer in its own name and on behalf of the employee the amount of wages or other benefits which any member may waive or assign to the Employer.

(C) The Union as well as the members thereof agree at all times, as fully as it may be within their power, to further the interests of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

(D) TIME CLOCKS:

The Employer, regardless of the number of employees employed, must provide a time clock. Employees shall be required to punch in and out for lunch period and at the beginning of their shift and when their shift ends.

When checks are issued in payment of wages, such checks shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings, and any miscellaneous deductions. Employees may elect to have their net pay for each pay period deposited directly to a bank or savings institution account.

Payroll records of Employer shall reflect accurately, and fully normal and overtime hours worked, and wages paid, as well as vacations earned and given, and holidays worked or not worked.

Business Agents and representatives of the Union shall be granted access to wage, personnel and time records of employees covered by this Agreement.

Any employee required to appear in court or arbitration proceeding at request of the Employer or at the summons of any governmental agent if regarding a job-related incident, shall be paid in full for such time. Should the Chief Steward be required by the Union to attend an Arbitration proceeding, such Chief Steward shall be paid in full for such time. Should an employee sustain their grievance in an Arbitration proceeding, such employee shall be paid in full for such time spent attending the hearing. No payment shall be less than a full day's pay, but the employee shall be available for work if the proceeding does not extend the full day.

Communications, letters and or disciplinary memoranda shall remain in an employee's personnel file but shall not be considered further for disciplinary purposes after twelve months of active employment from the date of issue.



SECTION 19: HEALTH & WELFARE

- (A) The Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Welfare fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Agreement of Trust made and establishing the Local 295 Employer Group Welfare Fund. Unless otherwise provided in this Agreement the Employer Agrees to contribute to said Local 295 Employer Group Welfare Fund in which the employee appears on the Employer's payroll or is on a Family and Medical Leave Act Leave, on behalf of each employee covered by this Agreement. Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295 Employer Group Welfare Fund on behalf of employees and officers of the Union.

Contribution increases shall be based off the UPS CSI Article 3 & National Agreement Article 34

- (B) The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health and Welfare Fund as now and hereafter constituted a duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund. The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employer to make required fund contributions or its failure to abide by an Arbitrator's award.

SECTION 20: PENSIONS

- (A) Employer agrees that the Trust Agreement establishing the Local 295 Employer Group Pension fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Local 295 Employer Group Pension Fund. Unless otherwise provided in this Agreement, the Employer Agrees to contribute to said Local 295 Employer Group Pension Fund for each week in which the employee appears on the Employer's payroll or is on a Family and Medical Leave Act Leave, on behalf of each employee covered by this Agreement. Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. Pension contributions for employees hired after September 1, 2023, shall commence after forty-five (45) calendar days of employment unless otherwise provided in this Agreement. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295 Employer Group Pension Fund on behalf of employees and officers of the Union.

Contribution increases shall be based off the UPS CSI Article 3 & National Agreement Article 34



(B) The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

(C) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health and Welfare Fund as now and hereafter constituted

(D) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.

The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employers to make required fund contributions or its failure to abide by an Arbitrator's award.

In the event the Employer defaults in payment of Pension and/or Welfare contributions as per Sections 19 and 20 of this Agreement, and notice of such default is served upon the Employer via certified mail by the administrator and/or the Trustees of the respective funds, and copies are sent to the Union; Pension, Welfare, Trustees, and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 22 shall be deemed cancelled, withdrawn and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator, or the Trustees of each respective fund shall have the right to inspect all books, records, papers and reports of the Employer, and to interview all employees of the Employer, as they, in their sole discretion deem necessary to permit the administrator and/or Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution, shall be deemed a default within the meaning of this Section. In the event the Employer has within the previous twelve (12) month period been the recipient of a five (5) day notice of default as provided herein any further default by said Employer shall be considered a breach of this Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph.

SECTION 21: PROTECTION OF RIGHTS

(A) It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on lawful strike, and which service, but for such strikes, would be performed by the employees of the employer, a person on strike.

(B) No employee covered by this Agreement may be discharged or otherwise disciplined for refusing to cross a lawful primary picket line.

No employee covered by this Agreement can be subjected to a polygraph test.

SECTION 22: STRIKES & LOCKOUTS -GRIEVANCE AND ARBITRATION

The Union and the Employer agree that there shall be no strike, sympathy strike, lock-out, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, if any controversy should arise. Should any dispute or grievance arise between the Employer and Union, as to the meaning, import and application of, or compliance with the provisions of this Agreement, or should any grievance or dispute arise as between the Employer and Union, such dispute or grievance shall be settled in the following manner:

Refer to Article 6 of the UPS CSI Supplemental Agreement

The arbitrator shall recognize as just cause for discharge, the following conduct:

Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time).

Theft or dishonesty.

Unprovoked assault on his Employer or his Employer's representative during working hours.

As provided by Appendix C (Attendance Policy) of this Agreement.

Negligence in job performance.

Proven Insubordination.

B. Failure of any party involved to comply with the arbitrator's award within ten (10) days thereafter will remove restrictions against any legal or economic recourse by the other party as prohibited by subdivision A of this Article.

The Arbitrator shall recognize as just cause for discharge, the following conduct:

Repeated uncorrected offenses relating to job performances will be subject to progressive discipline as follows:

- A. Offense committed with no current disciplinary action – 1st written warning.
- B. Offense committed with one current disciplinary action – 2nd written warning.
- C. Offense committed with three current disciplinary actions – one day suspension.
- D. Offense committed with four current disciplinary actions – three-day suspension.
- E. Offense committed with five current disciplinary actions – discharge from employment.

Except in the case of any discharge for any of the six (6) just causes enumerated above, the arbitrator may make such decision or award or disposition of the matter as to them seems just and which in addition to awarding any sum of money or damages or other relief may contain provisions commencing or restraining acts or conduct. Costs of arbitration shall be assumed by the losing party.

It is further agreed that in all cases of an unauthorized strike, walk-out, or any other unauthorized



cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline up to and including discharge.

Before any strike or stoppage of work takes place pursuant to Section 22 (1) A above there must be approval by an official of the Union with notice of such approval to be given to the Employer in writing at least twenty-four (24) hours before such strike or stoppage of work begins. The granting of such approval shall not impose liability on the union.

Before any lockout of employees takes place pursuant to Section 22 (1) A above there must be approval by an officer of the Employer with notice of such approval to be given to the Union in writing at least twenty-four (24) hours before such lockout of employees begins. The granting of such approval shall not impose liability on the Employer.

The arbitrator shall, upon demand from the Union and upon submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off provisions of this Agreement, require the posting of a cash bond by the Employer. Failure to post such bond shall be reason for the termination of this Agreement.

There shall be an Interpretation Committee. Same persons who negotiated this Agreement to meet if any question of interpretation, intent, or terms. If deadlocked, then dispute to go to mutually agreeable arbitrator for binding arbitration.

SECTION 23: FEDERAL & STATE LAWS

Employers shall protect employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance as required by Federal and State Laws.

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. 'An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment shall do so during non-working hours, if possible.

In the event that an employee sustains an occupational illness or injury while away from his Service Center/Gateway, the Employer shall provide transportation by bus, train, plane or automobile to his Service Center/Gateway if and when directed by a doctor.

The Employer agrees to provide any employee injured locally, transportation at the time of the injury, from the job to the medical facility and return to the job, or to his home if required. In the event of a fatality arising in the course of employment while away from his Service Center/Gateway, the Employer shall return the deceased to his home.

Service Centers/Gateways of the Employer must provide sanitary conditions for the employees covered by this Agreement.

SECTION 24: TRANSFER OF COMPANY TITLE OR INTEREST

(A) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof including rights only. Such notice shall be in writing with a copy to the Union, at the time seller, transferor or lessor executes a contract or transaction as herein described. The Union shall be advised of the exact nature of the transaction and shall be afforded an opportunity to discuss the impact of the same upon the employees prior to finalization. Disputes concerning this paragraph shall be subject to the grievance and arbitration provisions of this Agreement.

(B) In the event the Employer changes its operations within the jurisdiction of the Union, the present employees and present contract shall prevail at the new Service Center/Gateway and the displaced employees, or the employees affected shall have a right in keeping with their seniority rights. In the event the Employer operates more than one Service Center/Gateway and closes an existing Service Center/Gateway and thereby increases the number of employees in the remaining Service Center/Gateway(s), the employees affected by the closing of the Service Center(s)/Gateway(s) shall have full seniority rights, wages, and hours presently enjoyed in the area previously serviced.

When two or more Employers merge their operations within the jurisdictional area of the Union, then the employees of the respective Employers shall be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employer.

When one Employer acquires or purchases control of the business of another Employer within the jurisdictional area of the Union, then the employees of the Employer so acquired or purchased shall be placed at the bottom of the acquiring or purchasing Employer's seniority roster in the order of their payroll, or Employer seniority with former Employer.

SECTION 25: MAINTENANCE OF STANDARDS

Within one hundred and twenty (120) days of the signing of this Agreement, the Union shall submit a written list to the Employer of all standards it believes are not set forth in this Agreement. Any disputes concerning this list shall be submitted to the Interpretation Committee established by Section 22 of this Agreement. Any standards not timely raised by the Union within the above one hundred and twenty (120) day period shall be nullity.

SECTION 26: COMPANY RULES

The Company may, without advance notice to the Union, establish reasonable Company Rules to effect compliance with state or federal laws. The Company may also establish other reasonable Company Rules as it deems necessary or desirable, provided that no such Company Rules shall become effective without thirty (30) days' written notice to the Union. During the thirty (30) day notice period, if the Union so requests, the Company will meet to discuss the reasons for the rule and any alternatives proposed by the Union. At the end of the thirty (30) day period, or immediately in the case of Company Rules to effect compliance with state or federal laws, the Company may implement any such rule and the Union may challenge its reasonableness directly in Step 3 of the Procedure described in Section 22 of this Agreement.

SECTION 27: SAVINGS CLAUSE

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. If negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse notwithstanding any other provision of this Agreement.

SECTION 28: 401K PLAN & STD/LTD PLANS

Employees covered by this Agreement are eligible to participate in the Teamsters no-match 401K plan and the STD/LTD voluntary plans through Symetra.

SECTION 29: DURATION CLAUSE (Reference CSI Supplement, Article 19)

This Agreement shall be in full force and effect from August 1, 2023, through July 31, 2028. Understood and agreed that this Agreement constitutes the full and binding, sole and exclusive agreement concerning the collective bargaining unit.


FOR THE EMPLOYER

DocuSigned by:

0771F26718BB470 General Manager

Date: 9/20/2024

FOR THE UNION


Vincent Bruno – Sec/Treasurer

Date: 9-20-24

APPENDIX A

DRESS CODE

1. Wear clothing that is comfortable yet communicates a professional attitude.
2. Casual does not include sloppy. Clothing must be clean, stain free, pressed or wrinkle free and without holes or frayed areas.
3. Anything that might be worn to the gym, the beach or to clean the garage, leave at home. Clothing that is too revealing or tight fitting (i.e., bare midriffs, spandex, etc.) shall not be permitted. Shirts, blouses, and tops must have collars except monochrome V-neck and crew neck T-shirts. T-shirts with logos or other graphics, sweatshirts, sweatpants, tank tops, halter tops, strapless, spaghetti strapped blouses and shorts are not acceptable.
 - a) For women, skorts and culottes are acceptable providing they are no more than three (3") inches above the middle of the knee.
 - b) For men trousers require a belt
4. Shoes must be polished and in good condition. Clean athletic shoes without holes or fraying may be worn.
5. Head coverings of any sort may not be worn indoors except for religious or medical reasons.
6. Personal grooming must be neat, clean, and presentable.

APPENDIX B – COVERED ZIP CODES

	07093	07044	07093	07205	07452	07602	07820	07878	08802	08863
07001	07094	07044	07094	07206	07452	07602	07821	07879	08803	08865
07002	07095	07045	07095	07207	07456	07603	07822	07880	08805	08867
07003	07096	07046	07096	07208	07457	07604	07823	07881	08807	08868
07004	07097	07047	07097	07215	07458	07605	07825	07885	08807	08869
07005	07098	07050	07098	07300	07460	07607	07826	07890	08809	08870
07006	07099	07052	07099	07301	07461	07608	07827	07901	08812	08871
07006	07100	07052	07100	07302	07461	07620	07828	07902	08812	08872
07008	07101	07054	07101	07303	07462	07621	07829	07920	08816	08873
07009	07102	07055	07102	07304	07463	07624	07830	07921	08817	08873
07010	07103	07056	07103	07305	07465	07626	07831	07922	08818	08876
07011	07104	07057	07104	07306	07466	07627	07832	07924	08820	08876
07012	07105	07058	07105	07307	07470	07628	07833	07926	08821	08877
07013	07106	07059	07106	07308	07474	07630	07834	07927	08822	08878
07014	07107	07060	07107	07309	07477	07631	07836	07928	08823	08879
07015	07109	07061	07109	07310	07480	07632	07837	07930	08824	08882
07015	07109	07062	07109	07401	07481	07640	07838	07931	08825	08884
07016	07110	07062	07110	07403	07495	07641	07840	07932	08826	08885
07017	07111	07064	07111	07405	07495	07642	07842	07933	08827	08886
07018	07111	07065	07111	07407	07498	07643	07843	07934	08829	08887
07019	07112	07066	07112	07410	07500	07644	07844	07935	08830	08888
07020	07114	07067	07114	07416	07501	07645	07845	07936	08830	08889
07021	07133	07068	07133	07417	07502	07646	07846	07938	08832	08890
07022	07175	07070	07175	07418	07503	07647	07847	07939	08834	08899
07023	07183	07071	07183	07419	07504	07647	07848	07940	08835	08900
07024	07184	07072	07184	07420	07505	07648	07849	07946	08836	08901
07024	07185	07073	07185	07421	07506	07649	07850	07950	08837	08902
07024	07187	07074	07187	07422	07506	07652	07851	07960	08837	08902
07026	07188	07075	07188	07423	07507	07653	07852	07961	08840	08903
07027	07189	07076	07189	07424	07508	07656	07853	07962	08846	08904
07028	07190	07077	07190	07424	07508	07657	07855	07963	08846	08904
07029	07191	07078	07191	07428	07508	07660	07856	07970	08848	08905
07030	07192	07079	07192	07430	07509	07661	07857	07974	08849	08906
07031	07193	07080	07193	07432	07510	07662	07860	07976	08850	08922
07032	07194	07081	07194	07434	07511	07662	07863	07977	08853	08933
07033	07195	07082	07195	07435	07511	07666	07865	07978	08853	08988
07034	07197	07083	07197	07436	07512	07670	07866	07979	08854	08988
07035	07200	07087	07200	07438	07513	07675	07870	07980	08855	
07036	07201	07087	07201	07439	07514	07688	07871	07981	08857	
07039	07202	07090	07202	07440	07522	07801	07874	07999	08858	
07040	07203	07092	07203	07442	07524	07801	07875	08004	08859	
07041	07204	07092	07204	07444	07600	07801	07876	08557	08861	

07042	07205	07093	07205	07450	07601	07806	07877	08801	08861	
10044	10400	10401	10450	10451	10452	10453	10454	10455	10456	
10457	10458	10459	10460	10461	10462	10463	10464	10465	10466	
10467	10468	10469	10470	10471	10472	10473	10474	10475	10502	
10503	10517	10521	10522	10528	10530	10533	10538	10543	10550	
10551	10552	10553	10557	10558	10559	10580	10581	10583	10587	
10600	10601	10602	10603	10604	10605	10606	10607	10625	10629	
10633	10650	10700	10701	10702	10703	10704	10705	10706	10707	
10708	10709	10710	10711	10712	10713	10714	10715	10716	10717	
10718	10719	10720	10721	10722	10723	10724	10725	10726	10727	
10728	10729	10730	10731	10732	10733	10734	10735	10736	10737	
10738	10739	10740	10741	10742	10743	10744	10745	10746	10747	
10748	10749	10750	10751	10752	10753	10754	10755	10756	10757	
10758	10759	10760	10761	10762	10763	10764	10765	10766	10767	
10768	10769	10770	10771	10772	10773	10774	10775	10776	10777	
10778	10779	10780	10781	10782	10883	10784	10785	10786	10787	
10788	10789	10790	10791	10792	10793	10794	10795	10796	10797	
10798	10799	10800	10801	10802	10803	10804	10805	10806	10807	
10808	10809	10810	10811	10812	10813	10814	10815	10816	10817	
10818	10819	10820	10821	10822	10823	10824	10825	10826	10827	
10828	10829	10830	10831	10832	10834	10835	10836	10837	10838	
10839	10840	10841	10842	10843	10844	10845	10846	10847	10848	
10849	10850	10851	10852	10853	10854	10855	10856	10857	10858	
10859	10860	10861	10862	10863	10864	10865	10866	10867	10868	
10869	10870	10871	10872	10873	10874	10871	10876	10877	10878	
10879	10880	10881	10882	10883	10884	10885	10886	10887	10888	
10889	10890	10891	10892	10893	10894	10895	10896	10897	10898	
10899	11001	11002	11003	11004	11005	11010	11020	11021	11022	
11023	11024	11025	11027	11030	11040	11041	11042	11043	11044	
11050	11051	11052	11053	11054	11055	11096	11099	11100	11101	
11102	11103	11104	11105	11106	11120	11200	11201	11202	11203	
11204	11205	11206	11207	11208	11209	11210	11211	11212	11213	
11214	11215	11216	11217	11218	11219	11220	11221	11222	11223	
11224	11225	11226	11227	11228	11229	11230	11231	11232	11233	
11234	11235	11236	11237	11238	11239	11240	11241	11242	11243	
11244	11245	11247	11248	11249	11250	11251	11252	11254	11255	
11256	11300	11301	11351	11352	11353	11354	11355	11356	11357	
11358	11359	11360	11361	11362	11363	11364	11365	11366	11367	
11368	11369	11370	11371	11372	11373	11374	11375	11377	11378	
11379	11380	11381	11385	11386	11388	11390	11395	11400	11401	
11402	11405	11406	11407	11408	11410	11411	11412	11413	11414	
11415	11416	11417	11418	11419	11420	11421	11422	11423	11424	
11425	11426	11427	11428	11429	11430	11431	11432	11433	11434	
11435	11436	11439	11440	11441	11446	11447	11450	11451	11452	
11460	11470	11472	11474	11476	11478	11480	11482	11484	11486	
11488	11499	11501	11507	11509	11510	11514	11516	11518	11520	
11530	11535	11536	11541	11542	11545	11547	11548	11550	11551	
11552	11553	11554	11555	11556	11557	11558	11559	11560	11561	

11563	11564	11565	11566	11568	11569	11570	11571	11572	11575
11576	11577	11579	11580	11581	11582	11583	11588	11590	11592
11593	11594	11595	11596	11597	11598	11599	11600	11601	11690
11691	11692	11693	11694	11695	11696	11697	11701	11702	11703
11704	11705	11706	11707	11709	11710	11713	11714	11715	11716
11717	11718	11719	11720	11721	11722	11724	11725	11726	11727
11728	11729	11730	11731	11732	11733	11734	11735	11736	11737
11738	11739	11740	11741	11742	11743	11744	11745	11746	11747
11749	11750	11751	11752	11753	11754	11755	11756	11757	11758
11760	11762	11763	11764	11765	11766	11767	11768	11769	11770
11771	11772	11773	11774	11775	11776	11777	11778	11779	11780
11782	11783	11784	11786	11787	11788	11789	11790	11791	11792
11793	11794	11795	11796	11797	11798	11800	11801	11802	11803
11804	11805	11813	11815	11816	11819	11853	11854	11855	11901
11930	11931	11932	11933	11934	11935	11937	11939	11940	11941
11942	11944	11946	11947	11948	11949	11950	11951	11952	11953
11954	11955	11956	11957	11958	11959	11960	11961	11962	11963
11964	11965	11967	11968	11969	11970	11971	11972	11973	11975
11976	11977	11978	11980						

ATTENDANCE AND PUNCTUALITY POLICY

1. PURPOSE AND SCOPE

The purpose of this policy and procedure is to ensure continuity in the operation of the Service Center and our ability to provide good and timely feedback to our customers. It applies to all Service Center employees.

2. RESPONSIBILITY

It is the responsibility of all management personnel to ensure compliance with this policy.

3. PUNCTUALITY PROCEDURE

- 3.1 Discipline is progressive only if so specified. All specified periods are rolling lookbacks.
- 3.2 Lateness is not being punched in and at assigned workstation ready to begin work when the time clock shows 5 minutes after scheduled start time.
- 3.3 On the first (1) through eight (8) late punch in/early punch out the employee will be given a warning letter.
- 3.4 On the ninth (9) through thirteenth (13) late punch in/early punch out the employee will be suspended for one (1) day.
- 3.5 On the fourteenth (14) late punch in/early punch out, the employee will be given a three (3) day suspension.
- 3.6 On the fifteenth (15) late punch in/early punch out, the employee will be terminated.
- 3.7 A late punch in or early punch out of a duration that exceeds 25% of the employee's scheduled work time e.g., 8-hour shift – 2 hours; 5-hour shift – 1.25 hours; etc., will count as one attendance occurrence rather than a late punch in/early punch out.
- 3.8 When reporting for work late or quitting early, at least two (2) hours before the scheduled starting time, or in the case of an early punch out, at the start of the shift, an employee must personally notify his/her supervisor or Manager that he/she will be reporting late for work or quitting early. If an employee fails to give timely notice, they will be subject to 8.0 of the Attendance Policy, Failure to Report.
- 3.9 Forgiveness – 30 days without a lateness moves back one (1) occurrence.

4. ABSENTEEISM

- 4.1 Progressive discipline in a rolling 12-month period.
- 4.2 First (1) non-paid absence – written warning.
- 4.3 Second (2) non-paid absence – written warning.
- 4.4 Third (3) non-paid absence – 1 day suspension without pay.
- 4.5 Fourth (4) non-paid absence – 2 days suspension without pay.
- 4.6 Fifth (5) non-paid absence – 3 days suspension without pay.
- 4.7 Sixth (6) non-paid absence – discharge from employment.
- 4.8 Exclusions – absences do to approved FMLA leave, Workers Compensation
- 4.9 Forgiveness – 30 days without a non-paid absence moves back 1 instance.

5. PRE-APPROVED ABSENCES

5.1 Absences, such as: vacation, early leaves, personal leave, physician appointments, jury duty, qualified Family & Medical Leave, and other pre-approved leaves of absence will not be counted as occurrences, tardiness, or early leaves if pre-approved. To be pre-approved the request must be submitted to the appropriate supervisor/manager no later than the end of the first ½ the employee's shift of the prior workday.

6. PROCEDURE: MEDICAL EMERGENCIES (WORK RELATED)

6.1 An employee hurt at work must, if physically able to do so, immediately notify the supervisor and/or other member of management of the injury.

6.2 If medical attention is needed, the employee will be paid for time missed on the date of the accident and workers compensation will govern payment after that.

7. CALL-IN PROCEDURE

7.1 An employee must personally notify his/her own Supervisor or Manager that he/she will be absent or late for his/her scheduled shift.

7.2 Notification must be one hour before the start of the employee's scheduled shift.

7.3 An employee who reports to work one (1) hour or more after his/her scheduled start time without prior notice and in the absence of circumstances reasonably preventing the giving of notice, will be charged with a failure to report.

7.4 A specific reason for the tardy report for work or absence, and in the case of an absence, an expected return date must be given.

8. FAILURE TO REPORT

8.1 Failure to report is a serious violation of company procedures and policies.

8.2 First occurrence will result in a written warning in the disciplinary process.

8.3 A second occurrence within six (6) months will result in a three (3) day suspension.

8.4 A third occurrence within six (6) months will result in termination of employment.

8.5 An employee who fails to report on three (3) consecutive scheduled workdays has abandoned his/her job and will be terminated.

9. WEATHER DAYS

9.1 Vacation days may not be used for inclement weather.

10. VACATION DAY/PERSONAL DAYS

10.1 All vacations are to be bid according to applicable contract and personal days must be approved. To be pre-approved, the request for a personal day must be submitted to the appropriate Supervisor/Manager no later than 2 weeks prior to the day requested.