

AGREEMENT TO MODIFY THE TENTATIVE NATIONAL UPS/IAM AGREEMENT

United Parcel Service, Inc. (UPS) and the International Association of Machinists and Aerospace Workers (IAM) agree to the following modifications in the previously executed 2024-2029 Tentative National UPS/IAM Agreement:

(1) DELETE ARTICLE 3, SECTION 2 FROM THE TENTATIVE AGREEMENT:

~~Section 2 — Automotive Seasonal Hires~~

~~The Employer shall be permitted to hire Automotive Seasonal Hires during the seasonal period of October 1 through December 15th of any year. Automotive Seasonal Hires shall not accrue or attain seniority status or service based on work during this seasonal period and shall not be entitled to Health & Welfare or Pension coverage during this seasonal period. If any Automotive Seasonal Hire is retained as a permanent employee after December 15th without any break in service, the employee's seniority date shall be the first day worked. December 16th shall be considered the first day worked for purposes of eligibility for all benefits to which the employee might be entitled pursuant to the National UPS/IAM Agreement and the applicable Local Agreement. The Automotive Seasonal Hire shall be entitled to receive the start rate of pay.~~

~~Automotive Seasonal Hires will only be allowed in those facilities with more than ten (10) regular full-time automotive mechanics. Automotive Seasonal Hires will not have a daily or weekly guarantee. The schedule provided to the Automotive Seasonal Hire shall not diminish the daily or weekly guarantees of regular full-time automotive mechanics. Prior to an Automotive Seasonal Hire being used to cover an open shift, such shift shall first be offered to regular full-time automotive mechanics as extra work in the facility (including on overtime, if applicable).~~

(2) ADD NEW ARTICLE 3, SECTION 2

Section 2. FMLA

Unless a Local Agreement provides a greater benefit, employees shall be allowed to retain up to two (2) weeks of accrued paid vacation that will not be substituted for part of the 12/6 week leave period.

(3) ADD NEW ARTICLE 3, SECTION 3

Section 3. Loss and Damage

If employees experience theft or vandalism issues related to personal vehicles in designated employee-parking lots, the applicable Local Union may notify the District Labor Manager of the issues and request a meeting with Security to discuss specific concerns, as well as possible steps that can be taken to enhance security in the affected parking lot. In addition, if an employee whose personal vehicle was subject to theft or vandalism while parked in a designated Company parking lot provides immediate notice to the Company and obtains a police report, the Company will reimburse the employee up to five hundred dollars (\$500), to the extent the theft or vandalism is not covered by the employee's insurance.

(4) MODIFY ARTICLE 12, SECTION 1 AS FOLLOWS:

ARTICLE 12. TOOL ALLOWANCE AND TOOL REPLACEMENT

Section 1. Tool Allowance and Replacement

Local agreements that have neither a tool allowance nor a tool replacement shall receive a four hundred and fifty dollar (\$450.00) ~~\$350~~ annual tool allowance (net of taxes) payable in December 2024 ~~each year~~ to all BaSE PE and Automotive journeymen mechanics. The same allowance will apply to those local agreements with a tool allowance of less than four hundred and fifty dollar (\$450.00) ~~\$350~~ annually. Local Agreements that currently have a tool allowance or tool replacement of four hundred and fifty dollars (\$450.00) ~~\$350~~ or more annually shall keep the language in those agreements. Full-time trailer mechanics and trailer repairmen who are out of progression shall be eligible for a three hundred and twenty-five dollars (\$325.00) ~~\$225~~ annual tool allowance ~~replacement~~. In order to receive all or some of the allowance ~~replacement~~, an inventory of the tools must be in place. This new three hundred and twenty-five dollar (\$325.00) ~~\$225~~ tool allowance ~~replacement~~ will not apply in those local agreements where the trailer mechanics and trailer repairmen have a greater tool allowance ~~replacement~~ benefit. Local Agreements that do not have a tool allowance for apprentice journeymen mechanics, shall receive a three hundred dollar (\$300.00) ~~\$200.00~~ annual tool allowance (net of taxes) payable when the apprentice is hired and each twelve (12) months thereafter until he or she becomes a journeyman mechanic.

For local agreements that do not provide tool insurance, the Company shall be responsible for replacing an employee's personal tools, and/or tool box or boxes, which the employee is required by the Company to furnish for themselves, if such personal tools are lost due to proven theft, due to physical break-in, by fire or by Act of God, throughout the normal course of the employee's assigned duties or stored on Company property. The Employer will not be responsible for tools lost by the mechanic due to their carelessness or neglect. This responsibility shall be limited to theft of a complete set of tools or a major portion thereof (in excess of \$50.00). (This is not to be misconstrued as a \$50.00 deductible clause.) The Company's liability shall not, however, exceed the actual replacement cost of the tools lost. Employees shall cooperate in safeguarding their personal tools.

For employees to be covered under this Article, it is understood that each employee must furnish the Employer with a complete inventory of their personal tools, subject to verification by the Employer. It is recommended that the employee retain a copy of such inventory for their own protection. The Employer will give the employee a written acknowledgment of inventory submitted, with a copy to the Union.

EXAMPLE: Where tool loss is \$50.00, employee is not reimbursed for any loss.

Where tool loss is \$50.01 or more, employee is reimbursed \$50.01 or more for loss.

The Company shall be required to provide such reimbursement within thirty (30) calendar days of submission of a written reimbursement request by the employee

(5) MODIFY ARTICLE 19 AS FOLLOWS:

ARTICLE 19. VACATION SELECTION

Full-time employees that have earned at least two (2) weeks of vacation will have the option of declaring that they will be able to split one (1) weeks of vacation into five (5) single days.

Full-time employees that have earned at least four (4) weeks of vacation will have the option of declaring that they will be able to split two (2) weeks of vacation into ten (10) single days.

The employee must declare this option at the time of vacation selection. The request for a single day off under this Article must be made in writing, at least, seven (7) days in advance. Approval of vacation days will be at the discretion of the Employer.

If a Local Agreement has a provision allowing vacation week(s) to be split in excess of the provisions set forth above, the Local Lodge Agreement shall prevail with any additional week(s) to be split.