

**Teamsters  
Central Region  
and  
UNITED PARCEL SERVICE  
Supplemental Agreement  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

**For The Period  
Beginning Upon Ratification  
thru July 31, 2013**

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# **UNITED PARCEL SERVICE**

## **The Central Region of Teamsters**

### **Supplemental Agreement**

#### **For the Period beginning upon ratification through July 31, 2013**

The following Articles and/or Sections of this Central Region of Teamsters Supplement shall supersede or be additions to the corresponding Articles and/or Sections of the National Master United Parcel Service Agreement.

### **ARTICLE 1-PROBATIONARY EMPLOYEES-SEASONAL EMPLOYEES**

#### **Section 1**

(a) Probationary employees: a new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he/she may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular seniority list, and his/her seniority date shall revert back to the first (1st) day of the thirty (30) day period in which the employee gained seniority.

On days where the Employer has exhausted the air drivers list, pre-seniority drivers may be used for air and these days would not count toward seniority. The Employer would be obligated to follow the conditions outlined under Article 40, Section 1 of the Master Agreement.

Attendance at orientation meetings, not to extend beyond fifteen (15) days for educational training for full-time and five (5) days for part-time employees, shall not count as working days for the acquisition of seniority. Employees who attend orientation shall receive the new hire starting rate as outlined in Article 41 (Wages) for full-time employees or newly hired starting rate as outlined in Article 22 (Part-time Employees) for part-time employees, for all hours spent attending the orientation. Upon successful completion of the qualification period, seniority employees shall also receive the difference between the above compensation and their applicable hourly rate of pay in accordance with Article, 41 Section 2.

(b) Seasonal Employees: Time worked from November 1st through December 31st of each year shall not accrue toward seniority. Any employee who is retained after December 31st, or recalled within sixty (60) days after December 31st, must work thirty (30) in a ninety (90) consecutive day period commencing with the first (1st) day worked after December 31st, and his/her seniority shall revert back to the first (1st) day of his/her ninety (90) day qualification period. However, those employees hired prior to November 1st who are retained or recalled within sixty (60) days after December 31st will retain credit for the number of days worked prior to November 1st.

These days retained will count toward the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first (1st) day worked after December 31st and they shall be rehired on a six-for-one basis, as outlined elsewhere in this Agreement, and shall be placed on the seniority list with credit back to the first (1st) day worked after December 31st. An employee filling a permanent new job or job vacancy shall gain seniority under the thirty (30) working days in ninety (90) calendar days seniority provision. Seasonal and probationary employees will not receive any of the benefits of this Agreement other than wages spelled out in this Agreement.

No time worked by a new hire in a second or subsequent consecutive free period shall count toward seniority. Any proven abuse of this provision shall be reviewed by the Central Region Co-Chairs.

## **Section 2**

The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise.

Accordingly, the parties agree that supervisors will not perform the work of the parties they supervise except during training, demonstration and safety education. The Employer will have the right to monitor and inspect the employees' work.

The training of new employees or unqualified employees: the immediate area shall mean the entire assigned work area (a preload work area means the number of cars a qualified employee would be loading). However, in cross training and/or training of a previously qualified employee the supervisor must train beside the hourly employee. This supervisor shall not perform bargaining unit work at the same time as the previously qualified employee.

It is understood that after making all reasonable efforts to use bargaining unit employees to perform bargaining unit work, the Employer may use any other temporary means of covering this work with UPS personnel.

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel.

On days where there is more than one (1) management employee on the car, that day will not be used for disciplinary purposes.

Any claimed abuses of this Article by the Local Union shall result in a meeting between the Local Union, District Manager, Labor Relations Manager and Center Manager to resolve the problem. If a settlement cannot be reached, the matter will be referred to the Joint Area Committee for resolution. This paragraph is not meant to bypass the normal grievance procedure for violations of this Article.

## **ARTICLE 2-RESIGNATION**

When an employee notifies the Employer that he/she would like to



resign, the Employer shall immediately notify the employee in writing of his/her right to have a steward present. Unless an employee waives his/her right to a steward in writing, the Employer must use a steward to witness the resignation. If an employee who is voluntarily resigning does not wish to have a steward present, he/she shall sign the approved resignation or Quit Statement.

## **ARTICLE 3-SENIORITY**

### **Section 1**

Each local union is given the option of accepting the seniority as contained in this Supplemental Agreement or of continuing the present seniority provisions in each local union Rider. This option may be exercised at any time during the life of this Agreement.

Where a local union has elected to retain its local seniority practices, such practices shall be reduced to writing with any mutually agreed to changes. If an agreement cannot be reached within ninety (90) days, the matter shall be referred to the Joint Area Committee (JAC) for resolution.

### **Section 2**

Seniority shall be measured by length of continuous service with the Employer and shall be on a center seniority basis for layoff purposes, and shall be applied in a manner as hereinafter outlined. Where more than one (1) center exists in a building, it will be considered one (1) center for layoff purposes. When more than one (1) center exists in a building and the practice of one (1) seniority list exists, that practice shall be continued. If there are difficulties in the application that cannot be worked out by local management and the local union involved, the problem may be submitted to the Joint Area Committee for disposition.

### **Section 3**

The seniority of an employee shall be considered broken for the following reasons, and the employee shall be considered terminated:

- (a) if the employee resigns voluntarily;

(b) if the employee is discharged and such discharge is not set aside through the grievance procedure;

(c) if the employee is laid off for a period of three (3) years or his/her length of seniority, whichever is less; or,

(d) if the employee fails to report to work for three (3) consecutive working days and does not properly notify the Employer at the beginning of his/her starting time on the third (3rd) day.

## **Section 4**

Center seniority lists, by date of hire, shall be posted on the center bulletin board, by the Employer, and shall be revised and updated quarterly. If an employee protests the accuracy of his/her dates and the accuracy can be verified by proper documentation the date will be changed to the appropriate date. Copies of all posted lists shall be sent to the local union involved. The Employer shall show two (2) seniority dates when an employee has come from the part-time seniority list. One (1) date for the employee's full-time seniority date and one (1) showing the part-time seniority for vacation weeks. The two (2) seniority dates shall not apply to part-time employees going to full time prior to the 1976-1979 Agreement.

## **Section 5-Full-time Employees**

In the event of a layoff of a full-time employee, he/she shall have the right to displace the least senior full-time employee in any classification, for which they were previously qualified, to remain in his/her center. Previously qualified is defined as having regularly performed said work sometime during the previous eighteen (18) months.

In the event the employee has not been qualified in any classification, he/she may exercise their rights as per Article 3, Section 6 or exercise their right to bump to another center as outlined below.

When an employee is laid off for one (1) week or more, he/she may, on the following Monday, exercise his/her Company-wide seniority to displace the employee having the least seniority in any other center within the jurisdiction of the local union, provided he/she is

qualified to perform the job of such junior employee. It is the employee's responsibility to notify the Company of his/her intentions on the previous Friday. His/Her seniority shall be dovetailed at such center and he/she shall remain there until work is restored at their original center. Work restored is defined as the necessity for another permanent employee in the original center in their classification. This Section shall supersede the six-for-one provision elsewhere in this Agreement.

Recalls and restoration of forces shall be in the reverse order of lay-off.

In all cases of layoffs, reduction of forces, recalls and restoration of forces, an affected employee shall select his/her desired classification immediately in order to meet service commitments. Further, in all cases, an employee must be qualified to perform the duties of the job selected.

A laid-off employee shall be given two (2) weeks' notice of recall if the employee is laid off two (2) weeks or more. The employee must notify the Employer within three (3) days after receipt thereof, as to whether or not he/she intends to report for work at the designated time. Failure to give timely notice to the Employer or to report at the agreed-upon time within the designated period will result in the loss of all seniority rights and the employee will be considered terminated.

Full-time combination employees will work their bid job when work is available. It is understood that daily adjustments can be made to ensure all work assignments are covered. Employees will work as directed when work is not available in the employees regular assigned job. When combination employees are temporarily moved off his/her job it shall be by total company seniority from those employees qualified and available, in the immediate work area.

Total company seniority will be used when staffing reductions are necessary within a work area that consists of full-time and part-time employees.

This language will not supersede current local agreements.

## **Section 6**

Laid-off, full-time seniority employees, in the order of their seniority, may elect to take the work of one (1) or two (2) part-time employees, for the duration of the layoff, provided they have more total Company seniority. In such cases, the full-time employees shall be guaranteed a minimum of three and one-half (3 1/2) hours work at the prevailing rate of pay for the classification of work he/she performs, or the rate of pay per Article 41, Section 3, which ever rate is higher, in addition to all fringe benefits. Employees who have not completed progression shall be paid in accordance with the progression scale in Article 41, Section 3 or their prevailing inside rate whichever is higher. Article 40 employees will be paid in accordance with Article 40, Section 6. If a full-time employee bumps two part-time employees, said full-time employee shall receive time-and-one-half after eight (8) hours of work. After thirty (30) working days in a ninety (90) calendar day period under this provision, a full-time employee may elect to bump the least senior full-time employee in his/her building, excluding automotive, maintenance mechanics and feeder drivers, and have up to thirty (30) calendar days to qualify for said full-time position. If a laid-off, full-time employee elects to take a layoff rather than exercise his/her right to displace a part-time employee, he/she shall be considered a laid-off employee for lack of work for the purpose of unemployment compensation.

## **Section 7-All Employees**

Whenever a center is closed and the work is transferred to or absorbed by another center, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new center. The Employer and the Union shall meet with all affected employees to inform them of their options. Where practical this meeting shall be completed at least forty-five (45) days prior to the change.

When a new center is opened any new part-time support jobs created within thirty (30) days of the opening will be offered by seniority to existing part-time support employees from the affected centers. The Company will not incur the moving expense of any support employee who volunteers to move.

Whenever a center is partially closed and the work is transferred to or absorbed by another center, the affected employees may either follow their work and have their seniority dovetailed in the new center or be allowed to exercise their seniority in their present center and displace the least senior employees in their respective classifications. If any of the employees whose work is transferred elects not to follow their work then the remaining employees on the seniority list in which the work was transferred may elect in seniority order to follow the transferred work and have their seniority dovetailed in the new center.

In the event that a permanent job opportunity develops in the classification of work at the original center from which an employee moved as a result of the change of operation, the employee shall be allowed to return at his/her expense on a one (1)-time basis to the original center. This opportunity must take place within twelve (12) months of the original move. This Section shall supersede the six-for-one provision elsewhere in this Agreement.

## **Section 8**

Qualified full-time employees with six (6) months or more seniority may select permanent vacancies and new permanent jobs as provided for in this Article in all months except November and December. When a permanent new job or permanent vacancy becomes open in a center, it shall be posted by the Employer, within ten (10) days, for a period of five (5) working days, except in the months of November and December. A permanent new job, for the purpose of this Article, shall be one that has been in existence for a period of thirty (30) calendar days.

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

Only those employees within the classification in the building shall bid said vacancy. The vacancy shall be filled by the senior bidding employee. If the vacancy is not bid by an employee within the clas-

sification the vacancy exists, the bid shall be open to all employees within the center. The vacancy shall be filled by the senior bidding employee. The procedure shall be repeated the second (2nd) and third (3rd) time in the classification in the building, the successful bidder vacated. Employees are limited to three (3) bids per year. When the successful bidder for a full-time combination job fails to qualify it shall be awarded to the next qualified most senior employee on the bid sheet. Feeder drivers are not subject to the three (3) bid limitations within their classification.

Before hiring from outside, the Employer will give consideration to other full-time employees who have indicated, in writing, a preference to work in the classification of work in which the last opening occurs. Any employee moving from one (1) classification to another shall remain in that job for not less than one (1) year, except those employees who move because of layoff.

All job bids shall be filled within ten (10) working days after completion of the bidding process, unless otherwise mutually agreed in conjunction with the efficient operation of the Employer's business. The Employer shall maintain the completed bid sheet in a center file. A description of the area shall be made available to the successful bidder upon request.

In order to provide for more favorable training for new employees, the Employer shall designate certain areas in each center to be used as training areas. These training areas will be bid in each center. The individuals holding these particular bids will work as assigned when the Employer is training on their area. Training routes will be posted on the center's bulletin board. Employees who presently hold bid areas will not lose their bids as a result of this provision. In centers where more than one (1) training route exists, these training routes shall be used on a rotating basis.

The following shall be the maximum number of training routes allowed in a center:

- 1-15 Package Car Drivers - 1 Training Area
- 16-30 Package Car Drivers - 2 Training Areas
- 31-45 Package Car Drivers - 3 Training Areas

46-60 Package Car Drivers – 5 Training Areas  
61-80 Package Car Drivers – 6 Training Areas  
81-100 Package Car Drivers – 7 Training Areas

## **Section 9-Route Changes**

(a) Temporary:

Other than the months of November and December if a bid area is changed fifty percent (50%) or more, the employee shall have the right to follow the portion in excess of fifty percent (50%) of the delivery stops. If the temporary change involves more than a two-way split, the driver shall select by seniority.

(b) Permanent:

If, during the life of this Agreement, a driver's bid area is permanently changed by fifty percent (50%) or more of the total stops, start time change of more than one (1) hour or a change of fifty percent (50%) or more of the area or loop, he/she shall have the right to follow whichever portion of his/her bid area he/she desires or he/she will have the option to bump a junior driver in accordance with local seniority practices. This procedure shall be repeated a second (2<sup>nd</sup>) and third (3<sup>rd</sup>) time with the fourth (4<sup>th</sup>) move being assigned.

It is understood, the above provision does not apply to the months of November and December.

In centers where drivers bid on delivery areas, the bid shall contain a geographic description of the area or loop and identify the base line. It is understood that day-to-day adjustments may be made. The above language shall also apply to full-time combination jobs.

## **Section 10 -Part-time Employees Transferring To Full-time Jobs Other Than Hub and Preload**

After the completion of the job selection procedure outlined in Section 8 of this Article, the resulting opening will be filled as follows:

Part-time employees with six (6) or more month's seniority may bid on a full-time opening in their building in all months except

November and December, providing they meet the same requirements as applicants for that full-time job. The six (6) months or more may be reduced upon mutual agreement. The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) working days. The job will be awarded to the senior bidding employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who disqualifies himself/herself on his/her first (1<sup>st</sup>) attempt shall not be allowed to bid again for one (1) year. An employee who fails to qualify, or disqualifies themselves on his/her second (2<sup>nd</sup>) attempt, shall not be allowed to bid again for three (3) years. The above procedure will be applied on an alternating six-for-one basis, (e. g., for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer.

Part-time employees entering into a full-time combination job must remain in that job for a period of nine (9) months before being eligible to bid again to another full-time combination job.

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

## **Section 11 - Part-time - Job Selection Procedure**

Absent any other mutually agreed to method allowing employees to transfer to preferred jobs, the following language will apply.

Qualified part-time employees with six (6) months or more seniority may select permanent preferred vacancies and new permanent preferred jobs as provided for in this Article in all months except November and December. The six (6) months or more may be reduced upon mutual agreement.



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

When a permanent preferred new job or permanent preferred vacancy becomes open in a part-time operation or sort, it shall be filled by the most senior eligible qualified part-time employee on that sort or part-time operation who has posted his/her name to the preferred job's intent sheet. In the event there are no eligible qualified part-time employees on that sort or part-time operation, the job shall be filled by the most senior qualified eligible part-time employee interested in the building.

Preferred jobs shall include part-time positions other than the following positions of load, unload and pickoff. Preferred job intent sheets will be posted in each part-time sort or part-time operation.

Any part-time employee who has posted his/her name to an intent sheet for a sorter or pre-loader vacancy must first be pre-qualified for that sort or preload operation.

Pending the job becoming permanent and the operation of the job selection, management shall have the right to assign any employee to perform the work on a temporary basis. Except for preload and sort operations, whose vacancies will be filled from the pre-qualified list the job selection procedure shall be limited to three (3) moves; the original opening and two (2) others. The fourth (4<sup>th</sup>) opening will be filled by the Employer. Employees are limited to three (3) bids per year. All preferred job intent postings shall contain a description of the part-time job. It is understood that employees may be required to perform other duties to cover day-to-day contingencies.

When a part-time employee must be temporarily moved off his/her job to another work area, it shall be by seniority, from those employees qualified and available, in the immediate work area.

It is understood the above procedure shall not cause a disruption to the operation.

Up to fifty percent (50%) of the pre-loaders in any preload opera-

tion shall be allowed to change their classification in any twelve (12) month period for any reason.

When this preferred job procedure is applied and the result of the procedure is causing a disruption to the operation, the Local Union and the District Manager will immediately meet to work out a proper method to resolve the problem. If they fail to do so, the matter will be immediately referred to the Region Director, or his/her designee, and the UPS Vice President party to this Agreement, or his/her designee, to resolve the matter.

## **Section 12 -Part-time Employees Layoff**

When it becomes necessary to reduce the work force in a part-time operation, or sort, the part-time employee(s) with the least seniority performing the work to be reduced shall be laid off first.

Those part-time employees laid off or permanently displaced may exercise their seniority and elect to take the work of the most junior part-time employee(s) performing work for which they are qualified on that sort or in their part-time operation.

In the event part-time employee(s) are laid off in excess of one (1) week, said part-time employee(s) shall have the right to exercise their seniority and displace the most junior part-time employee performing work for which they are qualified on any other sort or part-time operation in the building.

Recalls and restoration of force shall be in reverse order of layoff.

When an entire sort or part-time operation is planned to be discontinued for a week or more, those part-time employees shall have the right to displace the most junior part-time employee performing work for which they are qualified on any other sort or part-time operation in their building.

If the sort is planned to be closed during their regular scheduled work week, the employee shall have the right to displace, in accordance with the above, on the second (2<sup>nd</sup>) day of such discontinuation.

If it's closed on the last day of the regular scheduled work week, they may displace on the first (1<sup>st</sup>) day of the upcoming work week.

These provisions will nullify the provisions of Article 12, Section 4 that deals with changes of start times.

### **Section 13 -Feeder Driver Annual Bid**

Local unions who do not have an annual feeder driver bid may elect to have this option as hereafter outlined:

On the third (3rd) Monday in April of each year, all feeder and tractor-trailer jobs in each center shall be posted for bid. Qualified seniority employees will select daily in twenty per cent (20%) segments, with the bid to be completed Monday through Friday. Each driver will select a sufficient number of choices to cover his/her seniority position when reporting to work. All drivers shall, in seniority order, select start time, equipment and destination from the posted schedule in their center. Those failing to select will be passed over and the bidding procedure continued. Passed over employees will select, at the time contact with the Employer is made, based on what is available at that time.

The Employer agrees to:

- (1) provide each driver with a list of all jobs on the annual bid in that center;
- (2) utilize a bid list in each center, keeping it current daily; and,
- (3) contact those people not at work due to absenteeism, worker's compensation, etc. for their selection.

Employees not at home will be verified by a Steward, and then passed over. Employees on vacation shall call at their bid start time on their appointed day to make their selection. All such awarded bids shall become effective by the first (1st) Monday in May.

In the event a bid starting time is permanently changed one (1) hour or more, the bid run is changed one (1) hour or more, the destina-

tion is changed fifty (50) miles or more, or the equipment is changed which eliminates equipment premiums, the employee may stay with the job or displace any junior employee within the feeder classification within ten (10) days. This procedure shall be repeated a second (2nd), a third (3rd), a fourth (4<sup>th</sup>) and a fifth (5<sup>th</sup>) time with the next move being assigned.

If the job of a feeder driver or tractor-trailer driver is temporarily eliminated, lasting less than thirty (30) days, said driver shall displace the least senior tractor-trailer driver in his/her center until his/her job or start time returns, or until it is determined to be a permanent elimination more than thirty (30) days.

A feeder or tractor-trailer driver who is affected by the permanent elimination (one (1) less feeder job in that center) of his/her job shall be entitled to displace any junior employee within the feeder classification. This displaced employee shall be entitled to exercise his/her seniority and so on until the least senior feeder driver is displaced.

## **Section 14 -Tractor-Trailer School**

Employees who are interested in qualifying as tractor-trailer drivers shall notify the Employer. Such employees in seniority order will be permitted to attend, on their own time, the Employer's training program which may be established from time to time as the need occurs. The Employer agrees to furnish the necessary equipment and instructors. Upon completion of this training, the employees shall be required to maintain the proper license and work as needed in the classification.

To qualify for attendance at the tractor-trailer school, the employee must have one (1) year UPS safe driving for the year preceding his/her application to attend the school.

Upon completion of tractor-trailer school, the Employer will determine whether the employee is qualified to drive tractor-trailers and whether the employee will be placed on the qualified list. When an employee is placed on the qualified list he/she shall be compensated forty (40) hours at the appropriate straight time hourly rate.

Once qualified and moved to a permanent tractor-trailer opening, they must remain for a minimum of three (3) years.

Employees that disqualify themselves, for any reason, while attending feeder school, are not eligible to requalify again for twenty-four (24) months from the date of the disqualification. To be eligible to move from the qualified list to the tractor-trailer job, an employee must not have had an avoidable accident during the year preceding his/her assignment to a tractor-trailer job.

In any case in which the local union believes an employee has been denied the opportunity of attending the tractor-trailer school, the local union shall have the right to discuss the matter with the district manager, or his/her designee, and present the facts which the local union believes show that the denial was improper. If an agreement cannot be reached, a decision will be given by the area Union and Employer representative.

New tractor-trailer openings or vacancies will be filled from the list of qualified employees in their Company seniority order at that location. In the event no employee on the list of qualified employees elects to fill an opening, the employee with the least seniority on the list must fill the opening.

Employees who have been on the tractor-trailer qualified list three (3) or more years, and who give the Employer thirty (30) day's proper written notice, shall be removed from the qualified list. In those instances when there would not be enough drivers on the qualified list for adequate coverage, the Employer shall be afforded the opportunity to train other drivers before allowing an employee to get off the list.

In order to accomplish the above, the Employer shall conduct tractor-trailer schools as frequently as needed to maintain a sufficient number of employees on the qualified list. Each center will offer no less than ten percent (10%) of the number of scheduled feeder jobs in that center to be on the qualified feeder list, or presently assigned to the feeder classification.

Before hiring from the outside, the Employer will consider other

employees to fill tractor-trailer openings if they meet the same criteria as those employees hired from the outside.

The Employer shall not be required to use employees on the qualified list for seasonal feeder runs during October, November and December.

### **Section 15 -Bid Routes**

The Employer in an emergency may ask a bid route driver to take another route. The Employer and the Union will cooperate to effectuate the efficient delivery of packages.

### **Section 16 -Extra Work**

Seniority shall prevail for extra work and the work shall be assigned by seniority, within the classification and work area, to those who are qualified, present and available. Full-time combination employees will be offered extra work on their assigned shift using total company seniority.

When scheduling extra work on a holiday or special sort Qualified full-time combination employees will be offered extra work, within their sort, using total company seniority. It is understood that employees performing this work will be paid for the hours worked on these days at the applicable overtime rate provided they complete their bid work week.

### **Section 17**

There shall be an annual bid for automotive mechanics and a separate annual bid for maintenance mechanics.

### **Section 18**

Each local may elect to follow this procedure for cover driver work assignment or continue the practice that presently exists in their local union area.

Bid coverage drivers shall be used to fill absenteeism, vacations, employees' time off on disability or worker's compensation, overflow work and volume fluctuations.

The Employer shall determine how many coverage jobs are needed in each package center in a building. These coverage jobs and any non-bid areas that run on a regular basis will be offered to the non-bid guaranteed employees in seniority order, as described in Article 12, Section 1, of this Supplemental Agreement, within that center. This area will then become their permanent area or job. Any area or coverage job, as described above that has not been selected shall be assigned.

Coverage work that will be in existence for a full week shall be selected each Friday by the coverage drivers in seniority order in that center. In the event an employee elects work that will be in existence for more than one (1) week, they shall be required to perform that work for the duration of its existence.

When coverage work is not available on a weekly basis, cover drivers will work as directed.

## **Section 19 – Single Day Vacation Coverage Drivers**

A. Seniority part-time employees may work as coverage drivers as replacements for full-time employees to cover full-time package work as outlined in this section and under the single vacation day option as outlined in Article 16. No coverage drivers may be used if full-time employees are on layoff in that building.

B. The pay rate for part-time coverage work shall start at \$16.10. Coverage employees who have worked one full year and worked nine hundred (900) straight time hours in that year or any year following as a coverage employee will be paid \$18.45. (The parties agree to meet and review the 900 hour provision prior to the end of the second (2nd) contract year.)

C. A part-time coverage driver performing only coverage work shall receive an eight (8) hour guarantee. However, if a part-time coverage driver performs single day vacation coverage work of less than eight (8) hours in combination with their part-time job or when covering for a regular driver who is unable to complete his/her scheduled day, they shall receive pay for the actual hours worked. Part-time coverage drivers shall be entitled to overtime pay for all

hours worked in excess of eight (8) hours in one (1) day and/or forty (40) hours in one week. The overtime rate will be determined by the job being performed when the overtime occurs.

D. Part-time cover drivers shall receive all benefits provided for them under the terms of the labor agreement, including part-time health and welfare and pension benefits. Part-time coverage employees shall continue to accrue part-time seniority and shall have the right to bid on available part-time jobs.

E. Part-time coverage employees who complete a thirty (30) day qualifying period for a coverage position will not have to complete another probationary period if they are a successful bidder for a regular full-time package car position.

F. Once a part-time employee qualifies as a coverage driver all assignments and reductions of work will be in accordance with local seniority practice for work opportunities. When work no longer exists for part-time coverage drivers, they will immediately revert back to their regular part-time job with all part-time seniority.

G. Part-time coverage employees who work the full week, as coverage, in which a holiday falls will receive eight (8) hours holiday pay at the part-time coverage rate of pay. Part-time cover employees not working the full week as coverage shall receive the regular part-time holiday pay.

## **ARTICLE 4 -MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the local union



and the Employer, with respect to this matter, shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

## **ARTICLE 5-GRIEVANCES**

### **Section 1**

The Union and the Employer agree that there shall be no strike, picketing, lock-out, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement or any Supplement, Rider or Addendum hereto, or any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or Employer from going to a court of proper jurisdiction for an injunction against the other for breach of the no-strike, no-lockout, no tie-up, no picketing promises made herein.

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

Grievance procedures may be invoked only by authorized Union or Employer representatives.

In the event of any grievance, complaint, or dispute on the part of any employee, it shall be handled in the following manner, and a decision reached at any stage shall be final and binding on both parties.

The grievance shall be discussed with the employee's immediate supervisor or with the aggrieved employee and his/her shop steward. If the grievance is not resolved within one (1) working day;

It shall be the responsibility of the employee to reduce the grievance

to writing on the regular grievance form provided by the union and have it submitted to the company within five (5) working days.

Upon proper notification by the Employer to discipline an employee, the employee shall have ten (10) calendar days to file a grievance in protest of the discipline taken.

If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted to the State Committee or UPS Joint Area Committee, whichever is applicable, and docketed in accordance with established panel rules and procedures.

## **Section 2**

(a) The UPS Joint Area Committee shall be composed of United Parcel Service representatives from the following Local Unions: 7, 17, 20, 40, 41, 89, 90, 92, 100, 120, 135, 164, 200, 215, 236, 238, 243, 245, 332, 339, 344, 346, 348, 377, 406, 407, 413, 421, 455, 486, 554, 580, 637, 638, 651, 688, 696, 749, 795, 823, 908, 957, and 964.

(b) In order that the UPS Joint Area Committee may operate quickly and efficiently, the Union shall designate a person who may or may not be a member of the UPS Joint Area Committee to serve as Secretary. The Secretary, if not a member of the UPS Joint Area Committee, shall have no voice in making decisions and shall perform only the duties assigned to him/her by the UPS Joint Area Committee. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the UPS Joint Area Committee to each member of the Committee, the Employer, and Local Unions whose cases appear on the agenda. The Secretary shall attend the meeting to prepare and keep the minutes and mail copies to the members of the Committee and shall also mail copies of the decisions of the UPS Joint Area Committee, to all United Parcel Service representatives and all Local Unions who are party to this Agreement.

(c) A grievance to be heard by the UPS Joint Area Committee must be put in writing and submitted to the Secretary thirteen (13) days before the meeting of the UPS Joint Area Committee unless other-

wise mutually agreed. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the UPS Joint Area Committee within thirteen (13) days prior to the date of the meeting of the UPS Joint Area Committee. It is agreed that there shall be an equal number of representatives of the Local Unions and of United Parcel Service on each panel that hears a case. The members of the panel are to be selected from the overall UPS Joint Area Committee. The decision of the majority of the panel hearing the case shall be binding on all parties.

(d) It is understood and agreed that UPS representatives and the local union representatives of the UPS Committee, representing the UPS operation and/or local union involved in a proceeding before the panel, will be ineligible to act as members of the panel during the proceedings.

(e) It is agreed that all grievances pertaining to matters described in this Article must be referred to the UPS Joint Area Committee. It is further agreed that all discharge cases shall be docketed first on the agenda.

### **Section 3**

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel and the UPS Joint Area Committee, then the grievance shall be submitted to the United Parcel Service Vice President of Labor Relations, or his/her designee, and the International Director of the Central Region of Teamsters, or his/her designee.

Following due and proper notice given to the parties to appear and present their case, it is agreed that they are empowered to hear and decide the deadlocked case even if only one (1) of the parties submits it to them, or, if one (1) of the parties fails to appear at the hearing to present evidence. They shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before them, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. Their decision shall be final and binding on

all parties and employees involved. If they are unable to agree, either party shall be permitted all legal and economic recourse, including the right of the Union to strike and the right of the Employer to lock out.

Cases which are deadlocked by the final step of the JAC may, by majority vote, be referred to the National Grievance Committee.

## **ARTICLE 6-UNIFORMS**

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

The Employer shall supply both a lightweight uniform for summer and a heavier uniform for winter. Each employee will be issued six (6) pairs of trousers and ten (10) shirts. The employee will be allowed to select his/her choice of shirts and trousers, in any combination, from short sleeve shirts, long sleeve shirts, shirt jacs, light trousers and heavy trousers. When a shirt becomes worn it will be turned in and replaced by a new shirt. These shirts will be maintained by the employees.

Rain gear will be available for those employees assigned to moving vehicles on the Employer's premises. The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

It is agreed that each employee shall put on his/her uniform before reporting for duty and shall remove his/her uniform after being relieved from duty each day. It is agreed that the time spent in putting on and taking off his/her uniform shall not be paid for by the Employer.

Any request by a local union for a different weight uniform shall be referred to the Central Conference Climatic Committee.

The Employer is to schedule the cleaning of the uniform pants so as

to assure that each driver has an adequate and serviceable uniform available.

The Employer will allow employees to carry personal survival gear in areas affected by severe winter climatic conditions.

The Employer, upon request, will issue one (1) pair of coveralls for mechanics. The Employer will make available insulated coveralls at any location where mechanics have to work in inclement weather.

## **ARTICLE 7-AIR CONDITIONING**

Effective May 1, 1977, all tractor-feeder road equipment placed in service shall be equipped with air conditioning.

Effective April 29, 1981, all other tractor-feeder road equipment (except equipment manufactured in 1969 or before) used in the service of the Employer shall be equipped with air conditioning.

Any equipment that is put into service after August 1, 1990 that already has an air-conditioning unit, such units will not be removed. All air-conditioned equipment will be maintained in working order. It is understood that the Joint Committee may waive installation of air conditioning where climatic conditions or other standards exist.

## **ARTICLE 8-PAY PERIODS**

### **Section 1**

All regular employees covered by this Agreement shall be paid in full each week. No more than two (2) weeks' pay shall be held on an employee. In areas where only one (1) week is held, this practice shall continue unless otherwise mutually agreed.

Grievance settlements at any step of the grievance procedure shall be paid within five (5) days of the decision.

### **Section 2**

Wages for properly selected vacations, in all instances, will be paid

to the employees no later than the workday prior to their vacation. Other shortages or overages involving more than thirty dollars (\$30.00) for full-time employees, and fifteen dollars (\$15.00) for part-time employees, will be corrected the next workday. All other errors will be corrected on the following paycheck. National Master Article 17 penalty language shall apply.

### **Section 3**

The Employer will issue separate checks for grievance and back pay settlements. Paychecks shall be itemized in the following manner:

Federal tax, Social Security tax, state tax, city tax, advances, union dues, initiation fees, credit union, total hours worked, total cumulative income, and deductions. All checks shall be issued in sealed envelopes, if requested by the local union. The Employer will, within six (6) months, develop a means of informing employees of the number of hours worked in each different wage classification when the employees receive their paychecks.

A weekly summary of miles and hours shall be provided for mileage drivers.

Upon written request the Company shall provide a yearly statement which includes total hours worked and monthly units of service credits for employees covered by the UPS Pension and Retirement Plans.

### **ARTICLE 9-TIME SHEETS AND TIME CLOCKS**

The Employer shall provide and require the employee to keep a time sheet or trip card showing the arrival and departure at centers or hubs and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip.

In all delivery operations, a daily time record shall be maintained by the Employer at its place of business. The Employer shall have time clocks at any and all center or hubs. Time cards will be made available at the same location daily.

Employees shall punch their own time cards. No employee shall punch another employee's time card.

In areas where technology has made time cards/time clocks obsolete, Article 12 of the National Master will apply.

## **ARTICLE 10-BREAKDOWN OR IMPASSABLE HIGHWAYS**

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

## **ARTICLE 11-PART-TIME EMPLOYEES**

### **Section 1**

Part-time employees may be scheduled five (5) consecutive days in a seven (7) day period. Sunday through Saturday. A part-time employee not utilized for five (5) consecutive days can be called in at straight-time for any of the days remaining in his/her five (5) consecutive day work schedule. The first scheduled day of each week shall begin the employee's consecutive day cycle. Current part-time employees will be afforded the opportunity to select their preferred schedule as noted above.

Part-time employees when reporting to work as scheduled, shall be guaranteed a minimum of three and one-half (3-1/2) hours; should any part-time employee work beyond the fifth (5th) hour, he/she shall be paid one and one-half (1 1/2) times his/her regular hourly rate for those hours worked in excess of five (5) on that day.

Prior to working any part-time employee six (6) or seven (7) days, the Employer shall have the right to work any qualified part-time employee who has yet to complete their five (5) consecutive day cycle. When employees work on their day(s) off the employees will be entitled to applicable premium pay providing such employees complete their regular work schedule.

## **Section 2**

If any part-time employee subsequently becomes a regular full-time employee, he/she shall be considered a newly hired full-time employee, but shall retain his/her seniority for vacation weeks only.

## **Section 3**

Part-time employees will work off the part-time employee seniority lists at each center. Seniority shall prevail for extra work and the work shall be assigned by seniority within the classification and work area to those who are qualified, present and available.

Part-time employees who exercise their seniority to perform extra work on another shift shall be assigned, by the Employer, in seniority order to perform extra work. It is understood these employees shall be paid the appropriate rate of pay for all hours which they perform such work.

## **Section 4**

Part-time employees will not be permitted to do delivery driving, feeder driving, or tractor-trailer driving work. Part-time employees will be permitted to move vehicles other than tractor trailers within the confines of the Employer's property, only for the purpose of avoiding a delay in their work, except when drivers are available and not working. The movement of tractor-trailers in outlying centers shall be covered by past practice.

When part-time employees are used in the car wash classification, they will be permitted to drive equipment to and from the car wash. Where there are full-time employees or combination full-time employees in the car wash classification, part-time employees will not drive.



## **Section 5**

In situations of emergency and/or volume fluctuations, in order to provide customer commitment, part-time employees by agreement with the local union, will be allowed to work as driver helpers outside the months of November and December. Part-time air drivers shall be permitted to work additional hours only after their air commitments are completed. Part-time helper needs during the seasonal period, November and December shall be filled from outside sources after exhausting all part-time seniority employees who have expressed an intent for such work. The guarantee shall only apply to their regular part-time assignment. Seniority shall prevail for existing part-time employees, however, helpers must meet the same requirements as applicants for that job. Overtime shall be paid after forty (40) straight-time hours at the applicable rate. Overtime shall not be pyramided. Existing part-time employees who work as helpers shall not be scheduled in excess of eight (8) hours total per day.

## **Section 6**

All part-time employees shall be given a paid break of ten (10) minutes per shift or part-time operation. Breaks shall not be scheduled prior to one (1) hour of work being performed.

## **Section 7**

In hub operations, start times shall be offered by seniority to those employees within a respective work area and classification.

In Preload operations, having multiple starting times, when a starting time has been permanently vacated or a permanent new starting time created, the following procedure shall apply:

The vacated starting time shall be assigned to the senior employee in the classification and work area who is qualified and has indicated in writing a desire for a different starting time. The Company will fill the vacant starting time that results.

# ARTICLE 12-HOURS OF WORK

## Section 1

In the case of each full-time seniority employee the standard work-week shall be forty (40) hours per week, and the standard workday shall be eight (8) hours per day. Work shall be scheduled for five (5) consecutive days - Monday through Friday or Tuesday through Saturday. An employee may be required to work in excess of an eight (8) hour day or a forty (40) hour week and in that event, he/she shall be compensated at the rate of time and one-half (1 1/2) his/her regular straight-time rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

In order for the Employer, the Union and employees to further benefit from expanding service offerings to our customers, it may become necessary to create schedules that differ from those that exist today. Future full-time schedules may be expanded to include Sunday through Thursday. Should that happen, current full-time employees will be afforded the opportunity to select their preferred schedule in seniority order.

The Employer shall continue its efforts to reduce overtime where requested. If the review does not indicate that progress is being made in the reduction of assigned hours of work, the following language shall apply: An employee shall have the right to file a grievance if the Employer has continuously caused him/her to work over nine and one half (9 1/2) hours per day. If the grievance cannot be resolved at the District Local Union level, it will go directly to the Conference level of the grievance procedure. This procedure will not apply in the peak season of November and December.

There shall be a weekly guarantee in each center as follows: In each classification in each center, the most senior ninety percent (90%) of employees called or put to work on the first (1st) workday shall be afforded the opportunity of working forty (40) hours of straight-time work during the week.

The guarantee shall not apply:

(a) to an employee who fails to work a scheduled workday during the workweek, or is suspended or discharged for just cause;

(b) when there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, snow storm, or Acts of God, and these conditions cause a curtailment of all or part of an Employer's operation; or,

(c) the weeks of Christmas, New Years and Fourth of July. Any time off during this period will be offered by seniority, when business conditions allow.

## **Section 2**

Any employee may be required to report to work before his/her regular starting time and in such event, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate for all hours worked before his/her regular starting time in addition to the employee's regular guarantee.

## **Section 3**

When a full-time or part-time employee is assigned to a lower rated job, he/she shall be compensated at his/her regular rate of pay. When an employee exercises his/her seniority in order to take a lower rated job rather than be laid off, he/she shall receive the lower rate of pay.

## **Section 4**

A full-time seniority employee's uniform starting time must be scheduled and posted by the end of the shift of their last scheduled work day of the preceding workweek for the following workweek. In areas where the Union and the Employer agree, the start time shall be uniform except where the Employer is able to schedule an earlier start time for the package driver employees on Mondays or days after holidays, when merchandise is available for dispatch. If the Employer switches an employee's workweek from Monday through Friday, to Tuesday through Saturday, he/she shall be allowed to exercise his/her seniority.

Part-time employee's start times must be posted by the end of the shift of their last scheduled workday of the preceding work week.

## **Section 5**

It is anticipated that the changing nature of the Employer's business will result in some job combinations. A full-time employee may be required to work in more than one (1) job classification within any workday. When such combination jobs are made, the Employer will pay the employee according to the following:

When an employee is required to spend more than one (1) hour, but less than four (4) hours, of his/her workday upon a job providing a higher rate of pay, he/she shall receive four (4) hours' guarantee at the higher rate; for work in excess of four (4) hours at a higher pay classification, he/she shall receive eight (8) hours' guarantee at a higher rate.

## **Section 6**

Employees called to work shall be allowed sufficient time, not to exceed one (1) hour without pay, to get to the center or hub. (The above condition does not apply to employees performing work covered by Article 40 of the National Master Agreement.) Such an employee shall draw full pay from the time he/she reports or registers in as ordered.

## **Section 7**

Each full-time employee put to work shall have a daily guarantee of eight (8) hours of work. Any full-time employee reporting to work and not put to work shall receive six (6) hours' guarantee. The guarantee may be broken by request of the employee using the appropriate company code.

## **Section 8**

In a scheduled workweek in which there is a paid holiday, the guaranteed workweek shall be thirty-two (32) hours; in any scheduled workweek in which there are two (2) paid holidays, the guaranteed workweek shall be twenty-four (24) hours, etc. For hours worked in excess of thirty-two (32) or twenty-four (24) hours in a week, as applicable, an employee shall be paid at the rate of one and one-half (1 1/2) time the regular straight-time rate, provided the holiday or holidays fall within the scheduled workweek.

## **Section 9-Full-Time and Part-time Employees**

All work performed on the employee's sixth (6th) day shall be paid at time and one-half (1 1/2). All work performed on the employee's seventh (7th) day worked shall be paid at double time.

Prior to working any employee six (6) or seven (7) days, the Employer shall have the right to work any qualified employee who has not yet had the opportunity to work five (5) days.

If an employee is required to work a sixth (6th) and seventh (7th) consecutive day at the Employer's request, they shall be paid the appropriate premium regardless of the established work week.

## **Section 10**

Overtime pay shall not be pyramided.

# **ARTICLE 13-SAFETY AND HEALTH RULES**

## **Section 1**

The Employer shall make all reasonable provisions for the safety and health of its employees during the hours of employment.

The Parties agree to establish a Central Region of Teamsters Safety and Health Committee.

When performing supervisory rides with feeder drivers in extremely inclement weather, management will suspend demonstrating, if the employee feels his/her personal safety is in jeopardy, until conditions improve.

## **Section 2**

Effective September 1, 1990, all new feeder tractor-trailer road equipment shall have shoulder harness straps included as part of the seat belt installed on the driver's side.

## **ARTICLE 14 -HEALTH & WELFARE AND PENSIONS**

### **Section 1**

Contribution increases to benefit plans covering members of Local Unions 344, 135 and 688 shall be made in accordance with Article 34 of the National Master Agreement.

(a) The Employer's contribution increases to the Central States Southeast and Southwest Areas Health & Welfare Fund (CSH&W Fund) shall be increased twenty-two dollars (\$22.00) per week effective August 1, 2008 and fourteen dollars (\$14.00) per week effective on each August 1 thereafter during the life of this contract.

#### **(b) Jointly Trusteed UPS/IBT Full Time Pension Fund**

The following provisions pertain to the UPS/IBT Full-Time Employee Pension Plan (hereinafter "UPS/IBT Plan") to be created for employees who under the prior Agreement participated in the Central States Southeast and Southwest Pension Fund ("CS Plan") and for future employees who would have participated in the CS Plan absent this Agreement who have one hour of service in Covered Employment on or after January 1, 2008.

(1) Effective January 1, 2008 the Employer and the Union will establish a new, single employer, jointly trustee and administered defined benefit plan within the meaning of 29 U.S.C. Section 302(c)(5) for full-time employees who under the prior Agreement would have participated in the CS Plan. As of December 26, 2007, the Employer will cease to have an obligation to contribute to the CS Plan and will have no other obligation to provide such employees with future benefit accruals under the CS Plan.

(2) The benefit formula for current or future full-time employees who are participants in the UPS/IBT Plan will be as set forth below for each year of future service (hours worked in Covered Employment on or after the effective date) up to a maximum of thirty-five (35) years of Credited Service (such limitation is only appli-

cable to service pensions). This benefit is unreduced if payable at Normal Retirement Age (age 65) and 5 years of vesting service or at age 62 with 20 years of Credited Service. Benefit payments may begin as early as Early Retirement Age (age 50 with five years of vesting service) and are reduced 6% per year for each year and partial year prior to Normal Retirement Age. There shall be no reduction or change in the level of benefits described herein unless negotiated and agreed to by the Union.

| Calendar Year Beginning | Monthly Benefit |
|-------------------------|-----------------|
| January 1, 2008         | \$132.00        |
| January 1, 2009         | \$132.00        |
| January 1, 2010         | \$135.50        |
| January 1, 2011         | \$147.00        |
| January 1, 2012         | \$158.50        |
| January 1, 2013         | \$170.00        |

(3) Eligible employees become participants on the first day of the month coincident with or immediately following the date the employee completes one year of service with 750 hours of service (upon becoming a participant, service credit will accrue beginning with the very first hour of service that had been performed when the participant began working in Covered Employment). Employees already participants in the CS Plan at the date this plan is established will be immediately eligible to participate in the UPS/IBT Plan. No benefits are payable unless the participant has at least 5 years of vesting credit or has reached Normal Retirement Age while an employee. One year of vesting credit is earned for each calendar year in which the participant works 750 or more hours. The Employer will grant vesting credit for those employees employed by the Employer before the effective date of the UPS/IBT Plan based on the employment records of the Employer or records of the CS Plan.

(4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e., one month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit

for the service pensions only, full-time employees will receive one week of service credit if he/she has one hour of service in Covered Employment. For service pensions only, if an employee has 0-19 weeks of service credit, he/she shall not receive any service credit for that calendar year. If he/she has 20-39 weeks of service credit, the amount of credit for that year will be equal to a fraction the numerator of which is the number of weeks of credit and the denominator is 40. If the employee has 40 weeks of service credit for that calendar year, he/she shall receive one year of service credit.

(5) The Employer will be responsible for funding the UPS/IBT Plan as required by applicable law.

(6) In addition to the normal benefit provided in paragraph (2) above, there shall be a service benefit payable after twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of full-time service. There is a twenty (20) year benefit for anyone who has reached age 50 and the amount will vary based on the person's age. There is a twenty-five (25) year service retirement benefit for anyone who has twenty-five years of service regardless of age, which shall be \$2000 per month if less than age 57 when benefits commence and \$2500 per month if at least age 57 when benefits commence. The benefit for thirty (30) year service retirement shall be \$3000 per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years service retirement shall be \$3500 per month regardless of the age of the retiring employee. The plan document shall specify the amounts for the 20 year service pension, eligibility criteria and how the benefits are calculated.

| Years of service<br>Pension Credit | Age     | Monthly Service Pension  |
|------------------------------------|---------|--|
| 35 years                           | Any age | \$3,500  |
| 30 or more years                   | Any age | \$3,000 plus \$100/yr of service for years over 30 up to \$3,500 |



|          |                         |  |
|----------|-------------------------|--|
| 25 years | Any Age<br>up to age 57 | \$2,000  |
| 25 years | 57 or older             | \$2,500 plus \$100/yr of service for years over 25 up to \$3,500 maximum |

The UPS/IBT Plan will recognize full-time service in the CS Plan for determining eligibility for the benefits in this section and will offset at Normal Retirement Age the benefits accrued from the CS Plan commencing at Normal Retirement Age. If the benefit paid from the CS Plan is reduced as permitted or required by law, the amount of such reduction shall not be included in this offset.

(7) The UPS/IBT Plan will also provide eligible employees with a monthly disability benefit or lump sum disability benefit (based on age and years of service).

(8) The UPS/IBT Plan will be governed by the terms of the plan document and trust agreement, both of which are incorporated herein by reference. Any claims for benefits are subject to resolution solely through the UPS/IBT Plan administrative claims process.

## **Section 2**

The Employer shall provide pension benefit coverage to part-time employees under the terms and conditions as may be contained in the United Parcel Service Pension Plan as required by law.

## **Section 3**

The Employer and the Union agree that they will undertake to attempt to establish appropriate reciprocity agreements to protect the pension rights of employees.

## **Section 4 Part-Time Medical Coverage**

(a) If there are any part-time employees covered by a Teamster Health and Welfare Fund they will continue to be covered by those funds.

(b) Effective January 1, 2008 health and welfare coverage for all part-time employees covered by Employer sponsored health and welfare plans on the payroll at that date and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, namely, the UPS National Health Plan for Part-Time Employees. (A copy of the Summary Plan Description will be provided.) Features of the plan will include a prescription card.

(c) Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual 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 dependant coverage will be made available to these part-time employees eighteen (18) months after their initial date of employment.

## **Section 5 - Long Term Disability**

Refer to Article 34 of the National Master

## **Section 6**

All retirees who are covered by the UPS Health and Welfare Plan including those who are retired under the 1973-1976 Agreement shall receive health and welfare coverage from the Employer equal to the benefits paid retirees covered under the Central States Health and Welfare Plan.

In the event the Central States Southeast and Southwest Areas Health and Welfare Fund does not maintain the benefit coverage and retiree contribution rate for retiree insurance (including spousal coverage) in effect on the date of ratification of this Agreement, the Union and Employer shall meet to determine and agree if there is a substitute multiemployer plan which will provide comparable coverage. If mutual agreement is reached to provide a substitute plan, the contribution payable by the Employer pursuant to Article 34, Section 1 (a) shall be paid to the new plan.

## **Section 7**

The Employer shall make health and welfare contributions for employees who have been injured on the job for a period of one (1)

year, and for employees who are ill or who have been injured off the job for a period of four (4) weeks.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall ensure that the employee is credited with up to 190 hours of pension credit or four weeks of service pension credit (depending on the length of the absence). If an employee is injured on the job, the Employer shall ensure that the employee receives pension credit until such employee returns to work; however, such pension credit shall not exceed 1801 hours of service or 40 weeks of service pension credit (depending on the length of the absence).

The Employer will provide, to all part-time employees, health and welfare booklets describing their benefits.

## **Section 8**

During the life of this Agreement, the Employer reserves the right, with local union agreement, to present and vote an alternative Health and Welfare Plan to all affected employees. Should a majority of the affected employees vote to accept the alternative plan; the new plan will be implemented accordingly.

## **Section 9**

Denial of individual claims under the disability plan shall not be grounds for a grievance unless and until the appeal process of the plan has been exhausted.

## **Section 10**

In all Central States covered areas the UPS Health and Welfare Plan covering full-time employees, pursuant to the applicable SPD's in effect as of the date of ratification of this Agreement, shall remain in effect throughout the life of this Agreement for all active employees.

## **ARTICLE 15-HOLIDAYS**

### **Section 1**

A regular seniority employee shall not be required to work on the following eight (8) named holidays-New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day and New Year's Eve-regardless of the day of the week on which the named holiday falls, provided they comply with the qualifications set forth hereinafter.

One (1) of the qualifications is that regular seniority employees must complete the regularly scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. Full-time seniority employees shall receive eight (8) hours straight-time pay and part-time employees shall receive four (4) hours straight-time pay for the above designated holidays though not worked.

Effective May 1, 1980, all seniority employees (including part-time employees) shall receive two (2) optional holidays as provided above. (Note: One (1) of the optional holidays is in lieu of the negotiated sick day, effective the same date.) All employees hired after July 31, 1997, shall receive two (2) optional holidays on his/her second (2<sup>nd</sup>) anniversary and each subsequent year. No employee may earn more than two (2) optional holidays in a calendar year. The date of the optional holiday is to be determined by mutual agreement between the employee and the Employer except that there shall be no optional holiday during the period Thanksgiving through December 25th. An employee must make his/her request for the optional holiday a minimum of eight (8) days in advance. The Company will respond within twenty-four (24) hours with approval or disapproval. The Company will not unreasonably deny the request. The Company will allow a minimum of one (1) optional holiday per day in each center.

### **Section 2**

Whenever any of the above-named holidays fall on Monday or Saturday, providing Monday or Saturday is not a normal workday

or during an employee's vacation period, the full-time employee shall be paid eight (8) hours and the part-time employee shall be paid four (4) hours at the straight-time hourly rate for the holiday.

### **Section 3**

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

### **Section 4**

Except as otherwise provided in this Agreement, regular seniority employees required to work on any of the above named holidays shall receive double his/her regular hourly rate for all hours worked with a guarantee of eight (8) hours for full-time employees and four (4) hours for part-time employees. Also, no employee shall be required to work on Labor Day unless authorized by the local union.

### **Section 5**

There shall be no premium pay for hours worked on a holiday by employees when their regular jobs begin or end on the holiday. Their holiday is either advanced or delayed, but is nevertheless observed and paid as a holiday.

### **Section 6**

All full-time and part-time seniority employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness or non-occupational injury, or layoff, or within the first (1st) six (6) months of absence due to occupational injury.

## **ARTICLE 16-VACATIONS**

All employees who meet the eligibility rules herein set forth shall be entitled to a vacation with pay as follows:

One (1) Year  
Two (2) Years  
Eight (8) Years

One (1) Week  
Two (2) Weeks  
Three (3) Weeks

Fifteen (15) Years  
Twenty (20) Years  
Twenty-five (25) Years

Four (4) Weeks  
Five (5) Weeks  
Six (6) Weeks

Vacation pay shall be computed by multiplying forty-five (45) times the employee's straight-time hourly rate.

In addition to the above schedule, any seniority employee having completed his/her eligibility year shall receive one (1) additional week of vacation with fifty (50) straight-time hours' pay January 1<sup>st</sup> of each year. 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.)

(a) To be eligible for his/her full vacation after the first year of employment, an employee must have worked one thousand two hundred fifty (1,250) straight-time hours and must have been employed for one (1) full year. During the second and subsequent years, the employee must have worked one thousand two hundred fifty (1,250) straight-time hours, but need not be employed the full year to be eligible for the vacation. Computation of one thousand two hundred fifty (1,250) straight-time hours for qualification shall begin only on employment date and anniversaries thereof.

(b) An employee who has been employed not less than one thousand two hundred fifty (1,250) straight-time hours as provided above shall be entitled to vacation with pay, to be taken during the period from December 26<sup>th</sup> through the week of Thanksgiving of the following year. There shall be no vacations from the first (1<sup>st</sup>) Monday after Thanksgiving to December 25<sup>th</sup>.

Any employee who attains seniority must work an entire year in order to be eligible for vacation. Once eligible, the employee will select an available week between the eligibility date and the week of Thanksgiving of that year. If there are no weeks available the employee will be paid in lieu of time off. The Option week may be taken after the completion of the eligible year.

The vacation schedule shall be posted in each center on November 15<sup>th</sup> of each year, for the following year's vacation period. Vacation

selections shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation during the week. Vacations shall be selected within thirty (30) calendar days after the schedule is posted.

Twenty-five percent (25%) of the total employees in each classification, center or work group shall, by seniority, select by week, prior to completion of the vacation schedule. If an employee fails to select their vacation in the allotted time frame as described above, they will select available openings at such time as they are ready.

After completion of the eligibility year, all eligible employees will pick on a calendar year schedule. All employees will have an eligibility date of January 1<sup>st</sup> of each year. It is understood that any such regular employee with more than one (1) year of service who resigns or whose services are terminated, except for dishonesty, shall receive pro-rated pay for the number of weeks vacation as set forth in this Article for his/her then completed years of service. Pro-rated pay shall be computed on a percentage basis by dividing the number of straight-time hours worked into one thousand two hundred fifty (1,250) as illustrated below:

125 Hours = 10% of Full Vacation

250 Hours = 20% of Full Vacation

312 Hours = 25% of Full Vacation

625 Hours = 50% of Full Vacation

937 Hours = 75% of Full Vacation

1,250 Hours = 100% of Full Vacation

Seventeen percent (17%) of the employees in a center will be scheduled off each week during the months of May, June, July and August. Employees on leave to fulfill their annual obligation to their Military Reserve Unit shall not be included in the percentage allowed off on vacation.

The application of the seventeen percent (17%) per center shall be applied as follows:

| No. of Employees | No. of Vacations Per Week |
|------------------|---------------------------|
| 1-8              | 1                         |
| 9-14             | 2                         |
| 15-20            | 3                         |
| 21-26            | 4                         |
| 27-32            | 5                         |
| 33-38            | 6                         |
| 39-44            | 7                         |
| 45-49            | 8                         |
| 50-55            | 9                         |
| 56-61            | 10                        |
| 62-67            | 11                        |
| 68-73            | 12                        |
| 74-79            | 13                        |
| 80-85            | 14                        |

In areas where employees have a problem getting summer vacations because of the seventeen percent (17%) limitation, the following procedure may be adopted with the approval of the local union.

Vacation selection (including the option week) shall be in two (2) 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 |
|--------------------------|-----------|
| 6                        | 4         |
| 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.

For the remaining months, the Employer will schedule vacation in relation to expected volume with a minimum of ten percent (10%) per center.

| No. of Employees | No. of Vacations Per Week |
|------------------|---------------------------|
| 1-14             | 1                         |
| 15-20            | 2                         |
| 21-30            | 3                         |
| 31-40            | 4                         |

If all scheduled vacation weeks have not been scheduled within the time allocated in each of the above periods, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

Employees shall not be forced to take vacation while on worker's compensation. When an employee is on compensation during his/her scheduled vacation time, the employee may elect to take pay or reschedule the vacation time on available open weeks.

If a holiday falls during an employee's vacation, he/she shall be paid an extra day's pay for the holiday in addition to his/her regular pay.

On the pay day immediately preceding an employee's vacation, he/she shall be paid his/her vacation pay computed on the basis of forty-five (45) hours per week at his/her then current hourly rate.

Vacation pay will be made on separate checks.

Employee's time off for on-the-job injury up to one (1) year shall count toward vacation.

Employee's time off because of sickness or off-the-job injury shall count toward vacations up to four (4) weeks.

Employees (full and part-time) may take pay in lieu of time off for the option week.

The option week shall be included, if not used, in the prorated vacation provision for all employees as outlined above.

The employee must indicate preference the time vacations are selected.

For employees who elect to take an option week as a vacation week, the first week of vacation selected will be deemed the option week and will be paid at fifty (50) hours for full-time and twenty-five (25) hours for part-time at the appropriate rate of pay.

Any full-time employee who displaces a part-time employee shall have those hours counted towards his/her hours worked for a full-time vacation.

Part-time employees shall be covered by the same schedule, but must have worked one-half (1/2) of the hours shown above, and shall be paid at the rate of twenty (20) hours pay for each week of vacation. Maintenance of Standards shall apply to vacations for members of those local unions where present local schedule may exceed the Supplemental Agreement.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired in May, June, July and August shall not gain seniority unless they are worked after Labor Day. Employees worked after Labor Day shall have their time worked prior to Labor Day count toward acquisition of seniority as provided for elsewhere in this Agreement. However, their seniority dates shall be the first (1st) day worked after Labor Day. If the Employer recalls these employees it must continue to comply with the part-time six-for-one ratio as provided for elsewhere in this Agreement. 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. The Employer shall notify the Union of any employees hired as vacation replacements and have the employee sign a vacation replacement form.

### Single Vacation Day(s) Option:

Full-time employees that have earned at least three (3) weeks of vacation, will have the option of declaring that he/she will be able to split the option week of vacation into five (5) single days. Single vacation days may also be taken in blocks of (two (2) days, or three (3) days).

The employee must declare this option at the time of vacation selection.

No single vacation day(s) will be taken during the period of Thanksgiving through December 25<sup>th</sup>.

Seniority shall prevail for selection of single vacation day(s).

Approval of vacation days will be at the discretion of the employer. The Company shall not unreasonably deny the request. Single vacation day(s) selected during the calendar year must be selected, in writing, a minimum of eight (8) working days prior to the requested date(s). The Company must approve or deny the requests within one (1) working day of the request. Single vacation days may be granted by mutual agreement outside of the eight (8) working day request provision outlined above. The Company will allow a minimum of one (1) single vacation day in each work classification for areas with twenty-five (25) employees or less; minimum of two (2) for areas with 26-70 employees and a minimum of three (3) employees for areas with 71 or more employees, provided there is coverage for the single vacation days. These days shall be paid for the first five days that the employee does not work, provided they were scheduled to work on these days and provided there is coverage for the single vacation days.

Single vacation days will be paid at ten (10) hours per day. Any days not used will be paid off at the end of the year.

Single vacation days shall not count toward the percentages of employees allowed off per week in this Article.

Employees may not request vacation day(s) in any week they are not previously scheduled to work.

## **ARTICLE 17-DISCHARGE OR SUSPENSIONS**

The Employer shall not discharge nor suspend any employee without just cause. No employee shall be suspended or discharged without first being given (1) warning letter of a complaint and also be given a local level hearing except for the following offenses

- (a) dishonesty;
- (b) drinking of, or under the influence of alcoholic beverage or narcotics during the workday;
- (c) personal possession or use of drugs, marijuana or L. S. D. during the workday;
- (d) gross negligence, resulting in a serious accident. A serious accident is defined as one in which there is a fatality, a bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or \$4400.00 or more in damages;
- (e) the carrying of unauthorized passengers while on the job;
- (f) failure to report an accident that the driver had or should have had knowledge of;
- (g) an avoidable runaway accident;
- (h) failure to turn in all monies collected on that day; or,
- (i) other serious offenses, the Company and the Union agree that there are offenses where an employee may be suspended in lieu of discharge.

With the above exceptions, no employee who is discharged or suspended shall suffer any loss of pay or benefits until the grievance procedure has been completed. The Employer liability will stop:

- (a) if the discharge is sustained;
- (b) if the Union fails to follow the procedure;

In an effort to expedite the resolution of a discharge or suspension grievance filed by an employee, the Union shall make itself available for a hearing within ten (10) days of a request by the Employer.

If the grievance is deadlocked at the local hearing, the Local or State Committee shall hear the case at the next scheduled meeting.

If the grievance is deadlocked, the JAC shall hear the case at the next scheduled or special JAC.

If the JAC does not resolve the case, it shall be submitted to the last step of the CRT procedure. The warning letter, as herein provided, shall be given to the employee with a copy of said letter to the appropriate local union within ten (10) days of knowledge of said complaint and shall not remain in effect for a period of more than nine (9) months from date of said warning letter.

Discharge or suspension must be by proper written notice to the employee and the local union. Any employee may request an investigation of his/her discharge or suspension.

When a customer makes a formal complaint against an employee and the Employer investigates and finds either merit or substance to the complaint, the complaint shall be reduced to writing. The complaint shall be discussed with the employee and the employee shall have the right to have a steward present. The employee shall have the right to respond to the complaint, in writing, and this response shall also become part of the employee's official record.

The Employer agrees that when conducting an interview with an employee, the Employer will not proceed with the interview after they have made the determination to discipline or the employee reasonably contemplates discipline, without the presence of a steward or alternate steward. At this point, the interview will not continue until the steward or alternate steward is present. The employee may waive representation by the steward or alternate steward, in writing, and a copy shall be sent to the local union.

## **ARTICLE 18-MEAL PERIOD (FULL-TIME)**

Employees shall be entitled to and required to take an unpaid meal period between the third (3rd) and sixth (6th) hour of work.

(a) All employees shall receive at least one (1) ten (10) minute paid break.

(b) Employees who presently enjoy two (2) paid breaks shall continue this practice.

(c) Local past practice shall prevail regarding the duration of the meal and rest periods. In areas where the Employer has a 10:30 a.m. air commitment, breaks will be taken so as to not jeopardize the delivery guarantee.

(d) All paid-for time shall be counted in computing overtime.

## **ARTICLE 19-MISCELLANEOUS PROVISIONS**

### **Section 1**

Any reports that are required by the Employer and must be filled out by the employee shall be done while on the clock.

### **Section 2**

Feeder drivers, irrespective of domicile, will work as directed in any of the Employer's locations.

A feeder driver, on arriving at a hub, will be allowed up to one (1) hour for his/her meal period. Any employee leaving the premises will be required to punch out and in.

### **Section 3**

A package car driver and full-time inside employee may request, by a twenty-four (24) hour advance written notice, to be relieved from duty after eight (8) hours of work on a particular day. The Employer shall allow a minimum of ten percent (10%) of the drivers and full-time inside employees in a center off each day. No employee shall be granted the same day of the week on a continu-

ous basis. The objective of the provision is to allow as many different employees off as possible. Any employee abusing the provision must get approval of the Local or State Grievance Panel before being allowed to exercise his/her right under this provision. It is further understood that, to accomplish the above, some change in starting time and job content may be necessary. The above provision shall not apply from Monday after Thanksgiving through the week of Christmas. It is understood that the Employer is not obligated to let all the employees in one (1) loop off at one time. Employees shall be informed at the conclusion of the day prior to the day requested, of the status of their request.

#### **Section 4**

The Employer shall be responsible for replacing the employee's personal tools, which he/she is required by the Employer to furnish for himself/herself, if such personal tools are lost due to proven theft or by fire or destruction. The Employer's liability shall not, however, exceed the actual replacement cost of the tools stolen. Employees shall cooperate in safeguarding their personal tools. The Employer shall furnish all cutting tools, such as files, hack-saw blades, reamers, drills, creepers, special tools, and all power tools above one-half inch (1/2") drive.

For employees to be covered under this Section, it is understood that each employee must furnish the Employer with a complete inventory of his/her personal tools, subject to verification by the Employer, and must keep such inventory current. The employee shall retain a copy of such inventory for his/her own protection. The Employer will give the employee a written acknowledgment of inventory submitted, with a copy to the local union.

#### **Section 5**

Initial retention testing for sorters and pre-loaders shall be done on Company time.

#### **Section 6**

Drivers shall not be disciplined for refusing to go back out on the street once they have returned to the building, after having completed their full day's work.

## **Section 7**

Helpers for package car drivers shall be paid eighty percent (80%) of the starting rate for package car drivers plus increases outlined in Article 41, Section 2 of the National Master Agreement.

The provisions of Article 12, Section 7, shall apply to helpers who are on the payroll thirty-one (31) calendar days or more.

## **Section 8**

In addition to the negotiated increases in the National Master Agreement, feeder drivers shall be paid as follows: forty-five cents (.45) above tractor-trailer rate for double bottoms, and eighty cents (.80) above tractor-trailer rate for double 40's and trains.

## **Section 9**

The Employer shall allow C.B.'s in package cars for drivers that drive three hundred (300) miles or more, per shift, if needed for safety reasons. The Joint Area Committee may waive this requirement where C.B.'s are needed for safety reasons.

## **Section 10**

There will be no newly implemented incentive plans or bonus plans unless approved by the affected employees and the Union. Current plans will remain in effect unless grieved by the majority of the employees involved and approved by the Joint Area Committee:

- (1) Individual grievances must be completed by each employee requesting the plan to be terminated and the grievances must be submitted to the local union within three (3) weeks of their being written.
- (2) Once a grievance on this subject has been submitted to the local union, management is not to attempt to resolve the grievance with the grievant without a representative of the Union present.
- (3) If a majority of the package car drivers in a center write grievances within a three (3) week period, the local union shall advise the Employer within one (1) week and submit the issue to the JAC for approval.



(4) The local union shall have the right to attend any meetings on this subject conducted by the Employer from the time the grievances are submitted to the JAC until they are heard.

**IN WITNESS WHEREOF, the parties hereto have set their hand and seals, this 19<sup>th</sup> day of December 2007, effective upon ratification through July 31, 2013.**

For the Employees:  
Central Region of Teamsters

David Robinson, Chairman  
John Bolton  
Ralph Brooks  
Pat Darrow  
Alan Frisbee  
Mike Goebel  
Duane Grove  
Brian Hamm  
Brad Johnson  
Bill Lichtenwald  
Greg Lowran  
Paul McIntosh  
Harold McLaughlin  
Mark Rime  
Dennis Roberts  
George Sorenson  
Bob Weber  
Roy Weldon  
Ron Wheeler  
Pete Youngcourt  
Brian Zodrow

For the Employer:  
United Parcel Service

Dick Turner, Chairman  
Tom Buoni  
Mat Capozzoli  
Headley Chambers  
Mike Christensen  
Sue Davis  
Jerry Flaherty  
Dick Gough  
Dan Hoyer  
Scott Lang  
Bill Margrave  
Karl Martin  
Cindy Morrone  
Tammy Motley  
Stokes Nelson  
Brian Persons  
Geoff Ramsey  
John Samberg  
Chuck Schmidbauer

