

**Metro Philadelphia
Local Unions
No. 326, 331, 384 and 676
and
United Parcel Service
Supplemental Agreement
to the
NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT**

**For The Period August 1, 2008
thru July 31, 2013**

LOCALS 326, 331, 384 AND 676

This Supplement to the UPS I.B.T. MASTER AREA AGREEMENT shall apply to all United Parcel Service employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Locals 326, 331, 384 and 676. Except as provided herein, the provisions of the UPS I.B.T. MASTER AGREEMENT shall prevail.

ARTICLE 46 -ACQUISITION OF SENIORITY

SECTION 1

A new employee shall work under the provisions of this Agreement but shall be employed only on a 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. Seniority shall be attained after working thirty (30) days in a ninety (90) consecutive day period, regardless if the thirty (30) days worked was in a combination of Centers within the same building. The Company has the right to place this employee on the most available Center seniority list. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the seniority list and his/her seniority date shall be the first (1st) day worked of thirty (30) days worked. Time worked from November 1 through December 31 of each year shall not accrue toward seniority. Any employee who is retained after December 31 or recalled within sixty (60) days after December 31 must work thirty (30) days in a ninety (90) consecutive day period commencing with the first (1st) day worked after December 31. However, these employees hired prior to November 1 and retained after December 31, will retain credit for the number of days worked prior to November 1. These days retained will count toward the thirty (30) days worked in ninety (90) consecutive day period commencing with the first day worked after December 31.

If employees are hired through an employment agency, the Employer shall pay the employment agency fee.

SECTION 2

Supervisors will not perform work covered by this Agreement, except for purpose of training, demonstration, safety or performing work when qualified personnel are not available. If a supervisor must perform bargaining work for any of the above listed reasons, he/she or she shall inform the appropriate steward for that shift or center as soon as possible.

SECTION 3

New hires' attendance at orientation meetings, not to extend beyond five (5) days for part time employees and fifteen (15) days for full time employees, shall not count as working days. New hires attending orientation shall be paid a daily rate of seventy- five dollars (\$75.00) for full time employees and twenty-five dollars (\$25.00) for part time employees.

ARTICLE 47- STEWARDS

There may be, at the Union's discretion, one (1) steward at each center. Such steward shall be granted super seniority for layoff and recall only. Both parties agree that this language shall apply only to items permitted under law.

ARTICLE 48 -LEAVE OF ABSENCE

SECTION 1 -TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off, without discrimination or the loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official business provided one (1) weeks written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

SECTION 2 –LEAVE OF ABSENCE

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties.

The employee must make suitable arrangements in writing for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

SECTION 3

A driver whose driving permit has been revoked is obligated to notify the Company two (2) working days prior to the date of revocation.

When a driver's permit has been revoked for reasons other than those for which he/she can be discharged by the Employer, leave shall be granted for such time as his/her permit has been revoked, but not to exceed two (2) years. An employee whose driver's permit has been revoked, but for not more than two (2) years, shall be offered non-driving jobs where such jobs are available at the prevailing rate of pay for the classification of work he/she performs. Said employee will not be permitted to replace another full-time employee, regardless of seniority, but he/she may displace the most junior part-time employee in his/her location or be offered work before it is assigned to new employees. In the event an employee shall suffer a suspension or revocation of his/her chauffeur's license because of a succession of local, state, or federal violations, caused by the employee complying, the Employer's instructions to him/her,

the Employer shall provide employment for such employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and lay-off provisions applicable to him/her at the time of such suspension. Successions referred to above shall not include any points or citations accrued toward suspension or revocation which are accumulated when the employee is not following Employer's instructions.

SECTION 4

Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits, to any employee designated by the Union, in writing to Employer, to act as an elected Union officer, business agent or organizer.

ARTICLE 49 -GRIEVANCE PROCEDURE

SECTION 1 -NO STRIKE-NO LOCKOUT

The Union and the Employer agree that there shall be no strike, picketing, lockout, tie up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement or any Supplement hereto, of 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 the Employer from going to court of proper jurisdiction for an injunction against the other (breach of the no-strike, no lockout, no tie-up, no picketing promises made herein.

SECTION 2 -GRIEVANCES

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 Supplements hereto.

Grievance procedures may be invoked only by authorized Union representatives.

In the event of a grievance, it shall be handled in the following

The employee shall report it to his/her shop steward and the Employer in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours.

Failing to agree, the shop steward shall promptly report the matter to the Union who shall attempt to adjust the same with the Employer within five (5) days.

If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed to:

(1) The Metro Philadelphia Area Parcel Grievance Committee if it is a grievance relating to this Supplemental Agreement or a matter not relating to the interpretation or application of the Master Agreement or appeal from discharge or suspension.

SECTION 3 -METRO PHILADELPHIA AREA PARCEL GRIEVANCE COMMITTEE

(a) The Metro Philadelphia Area Parcel Grievance Committee (hereinafter referred to as the MPAPGC) shall be composed of UPS representatives and one (1) Union Representative from each of the Local Unions 326, 331, 384 and 676.

(b) There shall be one (1) representative of UPS or his/her designee who will serve as Co-Chairman and one (1) representative Union or his/her designee who will serve as Co-Chairman.

(c) The parties agree that a person who may or may not be a member of the MPAPGC shall be mutually selected and designated to serve as secretary. The secretary, if not a member the MPAPGC, shall have no voice in making decisions and shall perform only the duties assigned to him/her by the MPAPGC. The secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the MPAPGC to each member of the Committee and the Employer. The secretary shall attend meetings to prepare and keep the minutes and mail copies of the minutes to the members of the MPAPGC and shall also mail copies of the decisions of

the MPAPGC to all UPS representatives and Local Unions who are parties to this Agreement.

(d) A grievance to be heard by the MPAPGC must be put in writing and submitted to the Secretary fifteen (15) days before meeting of the MPAPGC. The parties further agree that no grievance or grievances shall be discussed except those which, have been received by the Secretary of the MPAPGC fifteen (15) days prior to the date of the meeting unless by mutual agreement. It is agreed that there shall be an equal number of representatives of the Unions, and UPS on each panel that hears each case. The members of the panel are to be selected from the overall MPAPGC. The decision of the majority of the panel hearing the case shall be binding on all parties.

(e) It is understood and agreed that the UPS representatives the Local Union representatives of the MPAPGC representing UPS operation and/or Local Union involved in a proceeding before the panel will be ineligible to act as a member of the panel during the proceeding.

SECTION 4- ARBITRATION MPAPGC

If any grievance or dispute cannot be satisfactorily settled by majority decision of the panel of the MPAPGC, then the grievance may be submitted to arbitration established in accordance with the MPAPGC Rules of Procedure, by either or both parties within five (5) days. Company and Union must select an arbitrator within thirty (30) days of notification of the Panel's decision. It is agreed that the Arbitrator is empowered to hear and decide the deadlocked case even if only one of the parties submits to arbitration or if one of the parties fails to appear at the hearing or to present evidence. The Arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The cost of the Arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding on the parties and the employees involved. In the event that the losing party fails to abide by the Arbitrator's decision or that either party refuses to submit to his/her jurisdiction, the other party shall

have the right to take all legal or economic recourse. The MPAPGC or the Arbitrator shall have the authority to order full, partial or no compensation for time lost.

SECTION 5- SELECTION OF ARBITRATOR

The selection of the Arbitrator as mentioned in this Article, Section 4, shall be in accordance with the rules of the Federal Mediation and Conciliation Service. Any decision reached at any step of the grievance procedure shall be final and binding upon the parties.

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

A properly designated officer of the Eastern Region of Teamsters shall, within twenty four (24) hours after request is made, declare and advise the party making such request, by telegram, whether the Region has authorized any strike or stoppage of work. The Eastern Region of Teamsters shall take immediate steps to terminate any strike or stoppage of work, which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the Eastern Region of Teamsters to authorize a strike by the Local Union members shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

SECTION 6 -APPROVAL BY EASTERN REGION

Before any strike or stoppages of work takes place over a grievance

or interpretation arising out of this Agreement or Supplements hereto that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the International Director of the Eastern Region of Teamsters or his/her duly authorized representative, with notice of such approval to be given to the Employer, in writing, prior to such a strike or stoppage of work. The granting of such approval by the Eastern Region of Teamsters shall not impose any liability on said Region.

SECTION 7 -ILLEGAL STRIKES

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work in a case where a strike or stoppage is authorized under this Agreement and the Union shall not be liable for any activities unless so authorized.

It is agreed that in all cases of unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from any unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walk-out or any other cessation of work and such employee shall not be entitled to have any recourse to any other provisions of this Agreement.

SECTION 8- EXAMINATION OF RECORDS

The Local Union Business Agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employee whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 50 -SENIORITY

SECTION 1 -GENERAL

Seniority, as measured by length of continuous service with the Employer, shall prevail in the application of this Article. Seniority will be on a center basis. The Employer agrees to post an updated seniority list every six (6) months in each center for that center. If no protest is made within a thirty (30) day period, the list shall stand as correct.

A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment and a copy to the Union.

SECTION 2 -PACKAGE DRIVERS

(a) In April of each year, the Employer shall post a list of starting times for all regular full time jobs in the respective centers. Package drivers shall be entitled to bid starting times in their center in seniority order.

(b) In the event of a new job or vacancy after the annual April bid the Employer shall post such vacancy or new job for bid in the building where the vacancy or new job occurs as follows:

(1) Vacancies shall be posted within fifteen (15) working days of the occurrence of the vacancy. New jobs shall be posted within thirty (30) working days. Any such vacancy or new job shall be awarded to the senior qualified bidder within thirty (30) working days. The open job created by the move of the successful bidder will then be posted and awarded to the senior qualified bidder in the center within thirty (30) working days.

(2) Package drivers who change centers as a result of a vacancy or new job must remain in the new center a minimum of one (1) year.

(c) Vacancies resulting from bidding described in paragraph (b) shall be filled by the Employer. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure.

(d) In the event of a change of starting times of more than one (1) hour after the annual April bid, the Employer shall, within thirty (30) working days after the change of starting time, post such new starting time for bid and shall be awarded to the most senior employee bidding.

(e) Paragraphs (b), (c) and (d) above shall not apply during November and December.

(f) In the event an employee continues on layoff status for two consecutive days, he/she shall be entitled to replace the least senior of the employees, junior to him/her in the building; however, if he/she elects to replace a tractor trailer driver, he/she must be previously qualified to handle the equipment. This section will not apply to employees with less than two (2) years seniority in the center.

SECTION 3 –FEEDER DRIVERS

(a) In April of each year, Employer shall post a list of its designated area feeder runs with starting times in each Center. Employees within the Center shall be entitled to bid starting times, if qualified, in seniority order and shall be assigned to work on bid runs if available. Having bid a feeder job, an employee must remain in the feeder classification for a minimum of two (2) years. Each year upon request of the local union, a second (2nd) bid shall be posted in October for the feeder center only.

In the event a bid run is eliminated, he/she shall have the opportunity to exercise his/her seniority to bump a junior driver with a bid run or go on cover list. This procedure is limited to two (2) bumps. The third move is to dovetail onto the cover list.

(b) In the event of vacancies, or new jobs after the annual April bid, the Employer shall post such vacancy or new job as follows:

(1) Vacancies shall be posted in the center where the vacancy occurs within fifteen (15) working days of the vacancy. New jobs shall be posted in the center where the new job occurs within thirty (30) working days. Any such vacancy or new job shall be awarded to the senior qualified bidder within thirty (30) working days.

(2) The job vacated by the successful bidder in the Center will then be posted for bid among the employees on the list of employees qualified to work as feeder drivers. The open job created by the successful bidder will be filled by the Employer.

(3) Any feeder driver who changes Centers as a result of a vacancy or new job must remain in the new Center a minimum of one (1) year.

c) In the event a feeder driver is laid off and continues in layoff status for two (2) consecutive working days, he/she shall be entitled to displace the least senior of the drivers junior to him/her in the building provided, however, that the feeder driver has prior experience as a package driver or at the employee's choice displace the appropriate amount of part time employees. A feeder driver with no prior package driving experience will be allowed to displace one or two part time employees in the building.

(d) In the event of a change of starting times of more than one (1) hour after the annual April bid, the Employer shall within ten (10) working days after the change of starting time, post such new starting times for bid and shall be awarded to the most senior employee bidding.

(e) Paragraphs (b), (c) and (d) above shall not apply during November and December.

SECTION 4 -SORTERS

(a) Sorters may only bid on starting time within their classification in April of each year. They may not change classifications at this time.

(b) Not more than twenty-five percent (25%) of the employees in the sorter classification may change classifications by bidding new jobs as vacancies during the year.

SECTION 5 -GENERAL

(a) Seniority shall be broken only by failure to report for work for three (3) consecutive days (no call no show), discharge, voluntary quit or

more than a three (3) year layoff. Any employee on the seniority list who is absent because of illness or injury shall accumulate seniority for the purpose of determining his/her place on the seniority list. However, upon being able to return to work, he/she shall immediately inform the Employer and Union of his/her return date.

(b) When bid work is not available or when delivery areas or runs are consolidated, discontinued or temporarily suspended, employees shall perform available work as assigned in seniority order.

(c) Any employee that bids into a new job or vacancy must remain in that classification for a minimum of two (2) years unless the employee advances into a higher paying classification.

(d) In the event of a newly created Article 22.3 job, the following bid procedure will apply. The new job shall be offered to other qualified 22.3 employees first. The open job created by this move will then be offered to qualified part-time employees as outlined in Article 67. This bid will be limited to two (2) moves.

SECTION 6 -MOVING EXPENSES

Where any employee is required, through no fault of his/her own to change residence in order to follow employment as a result of a change of operation, the Employer shall move the employee or pay his/her moving expenses. This shall not apply to moves within a seventy-five (75) mile radius of the employee's center. The Employer shall not be responsible for moving or moving expenses if employee changes his/her residence as a result of voluntary transfer.

SECTION 7 -PURCHASE OR LEASE

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

SECTION 8 -REDUCTION OF WORK FORCE

When it becomes necessary to reduce the working force, the least

senior employee in his/her classification in his/her building shall be laid off first, and when the force is again increased, the men are to return to work in the reverse order in which they are laid off according to their seniority roster. In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall mailed to his/her last known address by registered or certified mail or telegram with verification of delivery. The employee must notify the Employer within three (3) days (excluding Saturday, Sunday or holidays) after receipt thereof as to whether or not he/she intends to report for work and must actually report for work within two (2) weeks after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

SECTION 9 -OPENING AND CLOSING OF CENTERS

Whenever a Center is closed, the employees affected will be entitled to move to the location to which the work is transferred and their seniority will be dovetailed in the new location. However, if a Center is partially closed, employees shall be given preference according to seniority in determining which employ shall stay to perform the work remaining, at the partially closed Center. The remaining employees will be entitled to move to location to which the work is transferred and their seniority will dovetail at the new location.

SECTION 10 -CHANGE OF STARTING TIME

Where the starting time of an entire shift is to be changed, one week's notice shall be given, except in the event of an Act of God. When the starting time of less than an entire shift is changed, reasonable notice of forty-eight (48) hours is to be given.

SECTION 11

If an employee is required to report for work before his/her scheduled starting time, he/she shall be paid for such period at the overtime rate: applicable for that day. It being understood nevertheless, that employee receiving overtime pay for work prior to his/her scheduled starting time shall receive only his/her regular straight time rate of pay for all work performed in the eight (8) hours following his/her starting time.

SECTION 12 –TRACTOR TRAILER TRAINING

(a) Full time package drivers who are interested in qualifying tractor-trailer drivers shall so notify the Employer. Such employees, in seniority order, will be permitted to attend, on their own time, the Employer's training program which will be established periodically when the Employer determines there is need to qualify additional tractor trailer drivers. A good UPS safe driving record is a prerequisite for such training. The Employer agrees to furnish the instructors and necessary equipment.

New tractor-trailer openings will be filled from the list of qualified employees in seniority order. In the event no employee on the list of qualified employees elects to fill an opening, the least seniority employee on the current qualified Tractor-Trailer Driver List will be required to fill the opening. If an employee fails to qualify, he/she shall revert back to his/her prior status for one (1) year. If an employee disqualifies him/herself, he/she shall revert back to his/her prior status for two (2) years.

For the purposes of vacation selection, drivers on the Qualified List as of January 1st of each year shall end tail to the appropriate vacation selection list, Feeder or TDP.

(b) After being in the tractor-trailer classification for two (2) years, an employee may bid back to the package driver classification when a vacancy or new job occurs.

SECTION 13- EXTRA ASSIGNMENTS

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available and qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

SECTION 14- QUALIFICATIONS

Hub and preload employees shall successfully complete the Employer's evaluation with a minimum ninety-five percent (95%) to

ninety-eight percent (98%) accuracy. Evaluations shall be given within thirty (30) days after an employee has been placed in the job and every quarter year thereafter. If an employee fails to pass the evaluation with at least the minimum score or better, he/she shall have a maximum of four (4) weeks in which to re-qualify. Employees failing to pass the quarterly evaluation shall be considered not qualified.

ARTICLE 51 –DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of a complaint against such employee to the employee in writing, and a copy of the same to the Union and Job Steward affected, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is calling an unauthorized strike or walkout, drunkenness, drinking during working hours (including lunch time) or being under the influence of liquor or drugs during working hours, or in the illegal possession of drugs, proven theft or dishonesty, unprovoked physical assault on his/her Employer or his/her Employer's representative during working hours or carrying unauthorized passengers in Employer's vehicle.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Non-active time will not be included in the (9) month time frame.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days from the date of discharge, suspension or warning notice.

ARTICLE 52 -MEAL PERIOD

SECTION 1

The parties are agreed to principal that where practical, the lunch period will not start before the employee has been on duty three (3)

hours or after he/she has been on duty five (5) hours. Except in cases of extreme emergency, the Employer shall not direct that lunch periods commence later than the end of the fifth (5th) hour of work. On designated feeder runs the lunch period may commence later than the end of the fifth (5th) hour of work. These designated feeder runs will be reviewed and approved with the local union involved.

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his/her one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

SECTION 3

The employee may, unless otherwise directed, break this one (1) hour into two (2) periods, one of twenty (20) minutes after completion of the second (2nd) hour and prior to the third (3rd) hour and a later meal of forty (40) minutes, or take a single sixty (60) minute period.

SECTION 4

All full-time employees, shall receive one (1), ten (10) minute paid break per day. To be superseded if break is given in the Master Agreement.

SECTION 5

No employee shall use Employer's equipment to drive home to lunch.

ARTICLE 53 -PAID FOR TIME

SECTION 1 -GENERAL

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

from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty .All time lost due to delays as a result of overloads or certificate violations involving Federal, State or City regulations which occur through no fault of the driver shall be paid for.

(b) A daily time record shall be maintained by the Employer at its place of business. All Centers employing five (5) or more people shall have time clocks unless otherwise mutually agreed to.

ARTICLE 54- WAGES AND HOURS

SECTION 1

The workweek for full-time employees other than mileage feeder drivers shall consist of five (5) consecutive days of eight (8) hours each exclusive of the meal period.

(a) The workweek shall consist of any five (5) consecutive days of eight hours or any four (4) days of (10) hours each, exclusive of meal period. (except as provided in sub-section (1) below) However, mileage feeder jobs may consist of any five (5) of seven (7) days. An employee who works on a sixth report shall be paid time and one half (1 ?) the straight time hourly rate for all work performed on that day. An employee who works on the seventh report shall be paid double (2) the straight time hourly rate for all work performed on that day. In the above cases, the employee may be guaranteed eight (8) hours or ten (10) hours depending on the schedule of the job performed.

Any full time seniority employee, whose scheduled workweek is Monday through Friday, when required to work on Saturday will be paid at one and one-half (1-1/2) their straight time hourly rate.

(b) Employees shall be required, if needed by the Employer, to work in excess of eight (8) hours in any day or forty (40) hours in any week, but in such event shall be compensated for each hour worked in excess of eight (8) hours in a day, or forty (40) hours in a week, at the rate of time and one-half the rate set forth above for the particular classification of employee in question. For the purposes of ascertaining the overtime compensation which an employee is enti-

tled to receive in any week, the number of hours guaranteed, as a day's work shall be counted as hours worked.

Feeder drivers assigned to four (4), ten (10) hour days shall be paid one and one-half (1-1/2) their straight time hourly rate for all hours worked in excess of forty (40) hours in a week, or in excess of ten (10) hours in a day.

(c) Any full time seniority employee who reports to work or who starts to work on any day, shall be paid for a full day's work of eight (8) hours; provided, that if Union supplies help not having experience in the particular type of work for which supplied, and such help shall prove unsatisfactory after less than eight (8) hours of work, Employer shall be obligated to pay such employee only for the time actually worked.

(d) There shall be no split shifts.

(e) All hours worked on Sunday shall be paid for at the rate of double the straight time hourly rate with a minimum guarantee of eight (8) hours work or pay, except when it is a regularly scheduled workday.

All hours worked in the tractor trailer classification, on Sunday prior to 8:00 p.m., shall be paid for at the rate of double the straight time hourly rate and all hours worked after 8:00 p.m. on Sunday shall be paid at the straight time hourly rate. If such an employee works in excess of eight (8) hours, he/she shall be paid at the rate of time and one half the straight time hourly rate. If the operational needs of the Company change, the Employer will meet with the local unions involved to review and approve any changes in start times and/or workweek.

(f) Employees who are assigned to work on their regular shift on a Saturday evening and whose work ends on Sunday shall work the hours necessary to complete that days work at the Saturday rate. All hours worked in excess of eight (8) hours will be at double the straight time hourly rate.

(g) In order to qualify for any guarantee under this Article, an

employee must commence work at his/her scheduled starting time and complete his/her scheduled shift.

(h) An employee may be required to work in more than one (1) job classification within any work day, but shall be compensated at the rate applicable to the highest rated classification for all work performed during that day.

(i) Feeder drivers of this or other I.B. T Locals with UPS contracts shall load, unload, sort and shift as directed irrespective of domicile.

(j) Any driver or combination driver required to work in any job classification not included in Article 51, shall receive the rate of pay of his/her regular classification irrespective of Union jurisdiction.

(k) An additional five cents (\$.05) per hour will be paid to drivers who drive a “truck-truck,” “truck-pup,” or “SCAT.”

(l) Employees hired in the tractor-trailer classifications prior to August 1, 2002 shall not be forced to run the mileage feeder runs. As referenced in Section 1a above.

Employees in the package car driver classification hired prior to August 1, 2002 shall not be forced to work schedules other than Monday through Friday.)

WAGE SCHEDULE

Local Union Nos. 326, 331 & 384

Classification	8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	8/1/11	2/1/12	8/1/12	2/1/13
Tractor Trailer Driver	\$28.59	\$28.94	\$29.315	\$29.69	\$30.065	\$30.44	\$30.865	\$31.29	\$31.765	\$32.24
Package Driver	\$28.59	\$28.94	\$29.315	\$29.69	\$30.065	\$30.44	\$30.865	\$31.29	\$31.765	\$32.24
Sorters & Pre-loaders	\$28.37	\$28.72	\$29.095	\$29.47	\$29.845	\$30.22	\$30.645	\$31.07	\$31.545	\$32.02
Center Clerks	\$26.68	\$27.03	\$27.405	\$27.78	\$28.155	\$28.53	\$28.955	\$29.38	\$29.855	\$30.33

(a) Part-time Employees

All part-time employees who have attained seniority as of August 1, 2008 will receive the following general wage increases for each contract year. In each of the years, the increase shall be paid in two (2) equal installments. The first-half of the increase shall become

effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:

2008	seventy cents (\$0.70)
2009	seventy-five cents (\$0.75)
2010	seventy-five cents (\$0.75)
2011	eighty-five cents (\$0.85)
2012	ninety-five cents (\$0.95)

Part-time employees still in progression on August 1, 2008 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b) below. Between the date of ratification and August 1, 2008 part-time employees will continue to be paid in accordance with the progression contained in the prior Agreement. The progression set forth in (b) below shall be applied effective August 1, 2008.

(b) Newly hired part-time employees

All part-time employees, who are hired or reach seniority after August 1, 2008 will be paid according to the following wage schedules:

	Hourly Rate	
	Pre-loader /Sorter	All Others
Start	\$9.50	\$8.50
Start plus ninety (90) calendar days	\$10.50	\$9.50
Seniority plus one (1) year	\$11.00	\$10.00
Seniority plus two (2) years	\$11.50	\$10.50
Seniority plus three (3) years	\$12.00	\$11.00
Seniority plus four (4) years	\$12.87	\$11.87

c) The wage rates and increases provided in (a) and (b) shall be a minimum.

Tractor trailer driver double bottoms \$0.55 per hour above present

rate for less than double 40 ft. trailers. \$0.72 per hour above present rate for double 40 ft. trailers and above including triples.

Helpers to receive one hundred percent (100%) of "All Others" part time rate per hour (there will be no progression in this classification). Use of helpers will be restricted to November and December of each year.

SECTION 2

a. All Supplements, Riders or Addenda will contain the following wage progression schedule to cover all full-time employees, except apprentices, who are in the progression as of August 1, 2008. This two (2) year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2008 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Section 3 below.

The rate in effect on July 31, 2002 will be used to calculate the progression rates for the life of this Agreement.

	Rate in Effect On July 31, 2002
Start	70%
Seniority	75%
Seniority Date plus one (1) year	80%
Seniority Date plus eighteen (18) months	90%
Seniority Date plus two (2) years	Top Rate

Part-time employees on the payroll as of July 31, 2002, who subsequently are promoted to full-time employment under this progression, will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification under this progression where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

b. No employee shall be required to complete a full-time progression more than one (1) time even if he or she transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car or feeder driver job and has not previously held a full-time job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

c. The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Section 3 below) position after August 1, 2008 shall be as follows:

Start	\$16.10
Seniority	\$17.25
Twelve (12) months	\$18.45
Twenty-four (24) months	\$20.75
Thirty six (36) months	Top Rate

Part-time employees on the payroll as of July 31, 2008 who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for the purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

This Sub-section shall supercede any provision to the contrary in any Supplement, Rider or Addendum.

ARTICLE 55 -HOLIDAYS

SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Fourth of July

Christmas Day

Labor Day

December 31st

A new part-time seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1st of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours.

1. A new seniority employee will be eligible for the personal holidays after they have been on the payroll six (6) months.

2. These seven (7) personal holidays will be paid as follows:

(a) Full time employees shall receive seven (7) personal holidays at nine- (9) hours pay (straight time hourly rate). Full time eligible employees may elect to take an optional week of vacation in lieu of the five- (5) personal holidays at nine (9) hours straight time pay per day. This optional week of vacation will be selected at the annual posting of the vacation schedule,

(b) Part-time employees shall receive four- (4) hours pay for the seven- (7) personal holidays. Part-time eligible employees may elect to take an optional week of vacation in lieu of five (5) personal holidays at four (4) hours straight time pay per day.

(c) Those employees hired after the date of ratification will be eligible to receive personal holidays as follows. A new seniority, employee after being on the payroll six (6) months shall receive five (5) personal holidays. A new seniority part-time employee, hired after August 1, 2008, after being on the payroll twelve (12) months shall receive five (5) personal holidays. A new seniority employee after being on the payroll eighteen (18) months shall receive two (2) additional personal holidays.

(d) When operating schedules require that part-time employees work on a holiday, they shall be given the next day off as the holiday. If required to work that next day, they shall be given the premium pay for holiday work. If not required to work that next day, they shall be given holiday pay. However, the work done on the holiday itself shall be paid for at regular rates.

SECTION 2

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

SECTION 3

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, regular full time employees must work the regular scheduled work day which had directly preceded and followed the holiday except in cases of proven illness, proven injury or unless the absence is agreed to.

In cases of proven illness and proven injury, a regular full time employee will be entitled to holiday pay of eight (8) hours straight time pay for each holiday recognized by this Agreement which occurs during the first thirty (30) calendar days following the onset of proven illness or the occurrence of the injury.

SECTION 4

(a) A seniority employee is entitled to holiday pay if the holiday falls within the thirty (30) day period following an employee's lay-off due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay then in such case he/she shall receive an extra day's pay for each holiday in the week in which he/she returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement.

A seniority employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be considered to be holiday pay nor shall it be considered as hours worked for weekly overtime.

Any employee who is required to work on the holiday shall receive his/her straight day's pay for the holiday plus eight (8) hours at double his/her straight time hourly rate, and is required to work beyond the eight (8) hours on the holiday, shall receive triple his/her straight time hourly rate for each hour worked in excess of eight (8) hours. If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday. In any week in which a holiday falls, overtime shall commence after eight (8) hours daily and thirty-two (32) hours weekly, except where the holiday is worked or falls on Saturday. At no time shall overtime be pyramided.

(b) Employees who are assigned to work on their regular shift on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day's work at the regular rate. All hours worked in excess of eight (8) hours will be at double the straight time hourly rate.

(c) Employees, who are assigned to work on their regular shift up to midnight on a holiday night, shall receive double the straight time hourly rate.

(d) Starting time and shifts shall not be changed to circumvent application of the above provisions relating to holiday pay.

(e) All time worked in job classifications subject to hourly rates and worked on holidays shall be paid at double time in addition to the holiday pay, except in the case of an employee whose regular work period starts on a holiday or ends on a holiday morning.

(f) Senior employees may refuse to work on a holiday; however, all jobs must be covered by junior men on the seniority list.

(g) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay at the straight-time rates in lieu thereof to be determined by the Employer.

SECTION 5

A part time employee who is otherwise eligible shall be entitled to receive holiday pay on the basis of one-half (1/2) that which an eligible full time employee would be entitled to receive provided they must work their regular scheduled workday which had directly preceded and followed the holiday. One-half (1/2) means four (4) hours of straight time pay per day

ARTICLE 56 –VACATIONS

SECTION 1

(a) Every employee who has been continuously in the employ of Employer for a period of one (1) year and who meets the other qualifications set forth, herein, shall be entitled to receive one (1) week's vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after his/her first anniversary date and during each year thereafter until his/her second (2nd) anniversary date.

(b) Every employee who has been continuously in the employ of Employer for a period of two (2) years or more and who meets the other qualifications set forth herein shall be entitled to receive two (2) weeks' vacation with pay (as defined herein) as scheduled by the

Employer in the manner hereinafter provided after his/her second (2nd) anniversary date and during each year thereafter until his/her tenth (10th) anniversary date.

(c) Every employee who has been continuously in the employ of the Employer for a period of ten (10) years or more and meets the other qualifications set forth herein shall be entitled to receive three (3) weeks' vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after his/her tenth (10th) anniversary date and during each year thereafter until his/her fifteenth (15th) anniversary date.

(d) Every employee who has been continuously in the employ of the Employer for a period of fifteen (15) years or more and who meets the other qualifications set forth herein shall be entitled to receive four (4) weeks' vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter provided after his/her fifteenth (15th) anniversary date and during each year thereafter until his/her twentieth (20th) anniversary date.

(e) Every employee who has been continuously in the employ of Employer for a period of twenty (20) years or more and who meets the other qualifications set forth herein shall be entitled to receive five (5) weeks' vacation with pay (as defined herein) as scheduled by the Employer in the manner hereinafter and during each year thereafter.

Effective August 1, 1990, all employees with twenty-five (25) or more years of seniority shall be entitled to a sixth (6th) week of vacation providing they are otherwise eligible.

This additional week of vacation will be provided in the next vacation period following ratification of this Agreement.

SECTION 2

By "continuously" is meant the following: If an employee loses less than six (6) calendar months or less than one hundred thirty (130) working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since his/her last vaca-

tion, he/she shall be entitled to his/her full vacation with pay. If an employee loses six (6) or more calendar months or one hundred thirty (130) or more working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since his/her last vacation, he/she shall be entitled to pro rata share of his/her vacation. The total number of days worked (including days for which he/she was paid holidays or the previous year's vacation) shall be divided by one hundred thirty (130). The resulting figure, when multiplied by the vacations amount he/she would have been entitled to if not off, is the pro rated vacation due.

SECTION 3

(a) The Employer shall have the right to schedule the number of men in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless mutually agreed to by the Union and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Employer's business. Vacations may be scheduled during the period between December 26 and October 31 of the following year, inclusive. The Employer will post the vacation schedule the first two- (2) weeks in February of each year. Any employee who does not select his/her vacation at that time will be assigned his/her vacation by the Employer.

b) A minimum of fifteen percent (15%) of the total number of employees by classification at each center shall be permitted to go on vacation each week between the first full week after December 26th and the week prior to Thanksgiving each year.

A minimum of one employee per center per week shall be permitted to go on vacation during the week of Thanksgiving

(c) As to a man eligible for four- (4) or five- (5) weeks' vacation, the Employer shall have the option, after working same out with the Union, of paying the man or having him/her take the fourth (4th) and/or fifth (5th) weeks off. Where he/she takes the fourth (4th) and

or fifth (5th) weeks, the man shall receive his/her vacation pay plus pay for time worked.

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

If, in the future, Employer and Union agree that a manpower shortage has developed, an employee may be required to work during the vacation period, but in such event he/she shall receive in addition to his/her earnings for that week the pay to which he/she would have been entitled had he/she been on vacation.

(d) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay at straight time rates, in lieu thereof to be determined by the Employer.

SECTION 4

(a) Vacation pay shall be paid the eligible employee before he/she starts his/her vacation. The pay which an employee shall be entitled to receive for his/her vacation shall be determined as follows:

One (1) week's vacation pay for an eligible employee compensated in accordance with the rates set forth in this Agreement shall be equal to forty-five (45) times the employee's regular straight time hourly rate.

Upon permanent layoff, discharge or quit, any employee on the seniority list with one (1) or more years of service shall be entitled to vacation pay on a pro rata basis.

(b) Returning servicemen who would be entitled to receive a vacation under the Soldiers' & Sailors' Relief Act by virtue of this Agreement, shall receive a vacation, or pay in lieu thereof, as set forth above.

SECTION 5

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

SECTION 6

In the event of death of an employee, vacation shall be computed as if the employee terminated employment on the day of his/her death and any vacation pay which would have been due the employee if he/she was living and terminated employment shall be paid directly to such employee's widow, family or estate,

SECTION 7

A part time employee who is otherwise eligible shall be entitled to receive vacation benefits on the basis of one-half (1/2) that which an eligible full time employee would be entitled to receive. One-half (1/2) vacation pay means four (4) hours of straight time pay per day.

ARTICLE 57- HEALTH AND WELFARE

SECTION 1

The Employer will establish and keep in force, a Health and Welfare Plan for full time employees and retirees who are members of Locals 326, 331, 384 and 676. The employee covered as well as the nature and amount of said benefits will be as outlined in the summary plan descriptions for "The United Parcel Service Health and Welfare Package" which is incorporated herein by reference.

SECTION 2

If a full time employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

SECTION 3

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Region Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Region Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

ARTICLE 58- PART TIME EMPLOYEES HEALTH AND WELFARE

The Employer will provide full coverage for part time employees equal in benefits to those of the full time employees as outlined in the summary plan descriptions for "The United Parcel Service Health and Welfare Package". Death benefits provided by the Employer will not exceed one-half (1/2) the amount a full time employee would receive. There shall not, however, be any duplication of Health and Welfare coverage for part time employees.

Part time employees hired prior to August 1, 2008 and their dependents will be eligible for Health and Welfare coverage as stated above after six (6) months on the payroll and after attaining seniority.

Part-time employees hired after August 1, 2008: eligibility is in accordance with Article 34, Section 2 (b) of the National Master Agreement.

Identification cards shall be provided for part time employees, which denote the schedule of coverage. Part time employees shall be provided a schedule of benefits available to them.

ARTICLE 59 -PENSION

SECTION 1

The Employer will contribute for full time seniority employees to the Teamsters Pension Trust Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the "Pension Fund") in the manner described in the Sections below.

SECTION 2

Effective August 1, 2008, the employer party to this Agreement shall contribute in the Pension Fund the sum of seven dollars and fifty-two and one-half cents (\$7.525) per hour not to exceed a maximum of eight (8) hours per day or forty (40) hours per week.

Effective August 1, 2009, the Employer contributions to the Pension Fund shall be increased to eight dollars and seventeen and one-half cents (\$8.175) per hour.

Effective August 1, 2010, the Employer contributions to the Pension Fund shall be increased to eight dollars and eighty-two and one-half cents (\$8.825) per hour.

Effective August 1, 2011, the Employer contributions to the Pension Fund shall be increased to nine dollars and forty-seven and one-half cents (\$9.475) per hour.

Effective August 1, 2012, the Employer contributions to the Pension Fund shall be increased to ten dollars and twelve and one-half cents (\$10.125) per hour.

SECTION 3

There shall be no other pension fund under this Agreement for operations under this Agreement.

SECTION 4

Contributions to the Fund as set forth in Section 2 above, shall be made for each full time seniority employee for each day worked, or if not worked, paid for pursuant to the terms of this Agreement cov-

ering Holidays, Vacations, and paid sick leave (not worked), to a maximum of eight (8) hours per day or forty (40) hours per week. An Employer shall contribute into the Pension Fund the sum of one dollar (\$1.00) per hour, not to exceed eight dollars (\$8.00) per day, for each day worked by a full time casual, extra, or probationary employee covered by this Agreement.

SECTION 5

The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 28th day of the month following the month in which these monies were accrued.

SECTION 6

Notwithstanding the provisions of Article 49, the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer and the Local Union.

SECTION 7

Failure on the part of the Employer to contribute as specified herein above shall make him/her liable for all claims, damages, attorneys' fees, court costs, plus all arrears in payment plus ten percent (10%) as liquidated damages.

SECTION 8

Any employee assigned by an Employer for any period with leased or rental equipment to a non-union or nonaffiliated operator, shall, for Pension Fund purposes, continue to be the employee of the lessor-operator whose obligation it shall be to continue payment of Pension Fund contributions for such employee throughout any such period.

SECTION 9

(a) Each Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, the Employer's report, stating the

name, social security number, and total contributions paid or due by Employer to the Pension Fund for such regular full time employee employed by Employer during the previous calendar month.

(b) The Trustees of the Pension Fund shall have the right to require any Employer covered by this Agreement to make available to the Trustee or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records and State or municipal wage and income tax records for any or all employees covered by this Agreement.

SECTION 10

By the execution of this Agreement, the Employer authorizes T.E.A. to enter into appropriate Trust Agreements necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 11

If a full time employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

SECTION 12

A full time employee shall be required to retire in accordance with rules established by the Board of Trustees of the Pension Fund.

SECTION 13

If a full time seniority employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work however, during any period of such on the job injury such contributions shall not be paid for a period of more than six (6) months.

The amount of such contributions shall be that required to maintain the employee's eligibility during such period of absence.

SECTION 14

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Region Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other changes uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Region Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

ARTICLE 60- PART TIME EMPLOYEES PENSION

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.

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

Effective August 1, 1987, the Company and the Union agree that employees represented by the International Brotherhood of Teamsters and covered by the UPS Pension Plan will receive the following benefits:

1. Participation -Seven hundred fifty (750) hours of service equals one (1) calendar year.
2. Vesting year -Seven hundred fifty (750) hours of service in one (1) calendar year equals a vesting year.

Current employees who are or were participants in the Plan will be given past vesting credit for all previous years they have worked seven hundred fifty (750) hours.

Five (5) year vesting became effective January 1, 1989.

3. Service Credit -The hours needed to obtain a service credit year are fifteen hundred (1,500) hours per year. The service credit year is used to calculate retirement benefits. (This amounts to one (1) month of service credit for each one hundred twenty-five (125) hours worked).

4. Monthly Benefit -The maximum monthly benefit has been increased from one thousand dollars (\$1,000) per month to eleven hundred dollars (\$1,100) per month. Improved benefits will become effective as of August 1, 1999 as outlined in Article 34 of the National Master Agreement.

ARTICLE 61 -DEATH IN FAMILY

SECTION 1

In case of death of an employee's spouse, mother, father, sister, brother, or child, such employee shall be allowed not more than four (4) days off with pay for the express purpose of attending services for the deceased. An employee shall be paid for such days off if any of such four (4) days occur during the employee's regularly scheduled workweek and he/she would have had work opportunity during such days. If the four (4) days or any of them occur while the employee is otherwise compensated, such as for a paid holiday, paid vacation, or while unable to work because of illness or injury, the employee shall not be paid for such day or days.

Under no circumstances shall the provisions of this Section result in an increase in an employee's normal earnings. An employee who is otherwise qualified shall be guaranteed two- (2) days' pay regardless of day of death or day of funeral.

SECTION 2

A part time employee who is otherwise eligible shall be entitled to

receive Death in Family benefits on the basis of one-half (1/2) that which an eligible full time employee would be entitled to receive. One-half (1/2) means four (4) hours of straight time pay per day.

SECTION 3

Death certificate or other satisfactory proof of death may be required by the Employer.

ARTICLE 62 -SICK LEAVE

Seniority employees, after they have been on the payroll six (6) months, shall be entitled to three (3) days sick leave with pay each contract year.

New seniority employees hired after date of ratification, after they have been on the payroll twelve (12) months shall be entitled to three (3) days sick leave with pay each contract year.

All sick leaves shall be taken as follows:

Sick days can be taken on a one- (1) day basis.

Unused sick days may be accumulated from year to year creating a sick day bank, up to a maximum of ten (10) days. An employee who has not used the sick leave with pay as provided in above shall be paid upon the employee's request.

Full time employees will receive eight (8) hours' pay at the applicable straight time hourly rate for each day of paid sick leave while part time employees will receive four (4) hours' pay at the applicable straight time hourly rate for each day of paid sick leave.

Seniority employees, with less than six (6) months seniority, who leave the employment of UPS shall be paid sick days on a pro rata basis.

The provisions of this Article are intended to produce no more than three (3) sick days in a contract year.

For purposes of this Article, it is understood that the contract year is May 1st to April 30th.

ARTICLE 63- BREAKDOWNS AND 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, with overtime payments, if appropriate. Once he/she has arrived at a place of lodging, the employee shall be considered to be relieved from duty and he/she shall remain off 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 not less than his/her daily minimum guarantee each twenty-four (24) hour period, such period to be measured from the employee's regular starting time each day until he/she returns to his/her center or home. In addition, such an employee shall be furnished clean, comfortable, sanitary lodgings, plus meals. The meal allowance shall be seven dollars (\$7.00) for the first (1st) and second (2nd) meals and eight dollars and fifty cents (\$8.50) for the third (3rd) meal.

ARTICLE 64- PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made for any purpose. Payroll checks shall be in sealed envelopes.

Money for grievance settlement will be clearly designated as such in grievants' check.

ARTICLE 65 -UNIFORMS AND PERSONAL APPEARANCE

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

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

The uniform and UPS shirts will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

It is agreed that employees must strictly comply with the Employer's regulations concerning personal grooming, appearance, and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees shall change into uniforms on the Company premises before reporting for duty and change out of uniforms after being relieved from duty each day.

ARTICLE 66- MAINTENANCE OF STANDARDS

SECTION 1 –PROTECTION OF CONDITIONS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, and general working conditions, as negotiated or agreed upon, 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 improvements 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.

ARTICLE 67- PART TIME EMPLOYEES

1. Part-time employees are defined as employees who, 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 on their regular shift, he/she shall be

compensated at the rate of one and one-half (1 1/2) his/her normal rate for all hours worked in excess of five (5) hours. Any employee working double shifts shall be guaranteed eight- (8) hours straight time pay.

2. Part-time employees transferring to full-time jobs: After the completion of the job selection procedure outlined in the respective Supplements, the resulting opening will be filled as follows:

The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) days. Part-time employees with one or more year's seniority may bid on a full-time opening in their building in all months, except October, November and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee within thirty (30) working days. All new jobs and or start times will be posted in a conspicuous place on a separate bulletin board specifically titled as such in each center and the list containing the specific qualifications will be supplied to the employee and the local union upon request. The employee awarded a driving job must satisfactorily complete a maximum fifteen- (15) day orientation. Upon completion of this orientation, the employee must satisfactorily complete a thirty- (30) working day trial period. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for. The above procedure will be applied on an alternating, five (5) for one basis.

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.

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

3. Part-time employees will work off the part-time employee seniority list at each center.

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 within the confines of the Employer's property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building. Where part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

5. The number of full-time inside seniority jobs in each Local Union area as of April 30, 1982, will not be reduced while any part-time employees are working in the building where the layoff occurs. In the event a regular full-time employee in any inside job should die, quit, retire, be discharged or transfer into a driving job, such regular employee shall be replaced with another regular employee according to seniority within 30 days.

6. After following the reduction of force procedure the following shall apply:

After a one (1) day layoff, full-time seniority employee who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, the employee will be provided with eight (8) hours of work at the appropriate rate for the classification of work performed, except that:

a) If the laid off employee displaces a part-time employee and continues to perform the same work as his/her full-time assignment, he/she will continue to receive his/her regular wage rate.

b) If in the building there is a part-time employee receiving a higher wage rate than the rate of the displaced part-time employee(s), the full time employee will receive such higher rate.

c) The provisions of this Section shall not apply:

1. During the first three- (3) days of emergencies beyond the Employer's control such as fire, flood, snow storm, power failure, T.O.F.C. delays.

2. During strikes against UPS or other companies which require a reduction of the work force.

3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second (2nd) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.

7. When Section 6, Subsections 1 and 2 above do not apply, the following shall: Full time seniority employees in the order of their seniority may elect to take the work of part-time workers, if any, for the duration of the layoff. In such cases, the full-time seniority employees will be guaranteed three and one half (3 1/2) hours work at the appropriate rate for the classification of work performed in addition to all fringe benefits.

8. Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

9. Qualified part-time employees with one year or more seniority may select permanent vacancies and permanent new jobs as provided for in this supplement, in all months except 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) working days. This job will be filled within 30 working 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 procedure shall be limited to three (3) moves -the original opening and two (2) others. The company will fill the fourth opening.

All eligible qualified part time employees shall be afforded the opportunity to put their name on the list of qualified employees

waiting to be moved to a different shift or sort operation. Each shift or sort will have a separate list. An eligible qualified part time employee may sign his/her name and seniority date to any and/or all lists, but will be limited to three (3) moves per year. The jobs will be awarded in seniority order, on the Monday following the permanent vacancy or the job being declared permanent in accordance with the limitation described in the preceding paragraph.

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: Preload, Sorter, Clerical, Irregular Train, Designated Responder, Car Washer, Loader and Unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

Employees desiring to move to sorter and pre-loader jobs must be pre-qualified for that job.

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

When the job selection procedure is applied and the result of this procedure is causing a disruption of the operation, the Local Union and the District Manager will immediately meet to work out a proper method to resolve the problem.

10. A part-time seniority employee, laid off for more than five (5) consecutive working days may displace the least senior, part-time employee on another shift in the same building for the duration of the layoff. This will not apply during November and December.

ARTICLE 68 -AIR CONDITIONING

Air conditioning will be installed in all new tractors purchased after August 20, 1987, and the company will make a reasonable effort to maintain in proper working order.

ARTICLE 69 -UNION COOPERATION

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Employer.

ARTICLE 70 -COMPLETE AGREEMENT

The parties hereto expressly agree that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any of the provisions of this Agreement, except as elsewhere provided in this Agreement. The parties agree that this contract is the sole and complete Agreement between them and that any other previous understandings or agreements, oral or written, inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this - day 2008.

NEGOTIATING COMMITTEE

For the Employees:

TEAMSTERS NATIONAL UNITED PARCEL SERVICE NEGOTIATING COMMITTEE

James Hoffa, Chairman
Ken Hall, Co-Chairman

TEAMSTERS METRO PHILADELPHIA AREA NEGOTIATING COMMITTEE

Howard Wells, Chairman
John Ryan
Robert Keller
Roy Kaiser

Matthew Condron
Brian Mitchell
Patrick McGinn

UNITED PARCEL SERVICE AREA NEGOTIATING COMMITTEE

Dennie Gandee, Chairman
Lindsay Marshall
Jack Dempsey
Tim Eckert
Stan Fluck

Jeff Pegula
Jim Dolan
Todd Richards
Bill Wegemann

IN WITNESS HEREOF, the undersigned do duly execute the United Parcel Service I.B. T. Metro Philadelphia Area Supplemental Agreement which is to become a part of the National Master United Parcel Service Agreement.

FOR THE UNION

By Howard Wells _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

By Dennie Gandee _____
(Signed)

Its _____
(Title)

March 25, 1982

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 2013. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effective during the life of that Agreement.

1) Article 54 -Wages and Hours, Section 1 (a) refers to package drivers only.

2) Effective May 1, 1982, those part time operations that are currently working on a Monday through Friday schedule will remain on that schedule for the duration of this Agreement. This language refers to the preload shift only.

3) Feeder Drivers who are presently in the Feeder Classification as of August 1, 2002 will not be forced to bid on a Tuesday through Saturday schedule.

4) Feeder drivers who are presently in the Feeder Classification, including current tractor trailer qualified drivers, as of the date of ratification, will not be forced to bid on four (4) ten (10) hour day schedules.

Those Feeder drivers who are on the 4-10 schedule will be paid named holidays, personal holidays, and sick days at the rate of ten (10) hours' straight-time pay per day.

Those Feeder drivers who are on the 4-10 schedule shall have contributions made to the Pension Fund (Article 59) for a maximum often (10) hours per day or forty (40) hours per week.

5) It is agreed that during the January annual bid the current practice regarding area preference in local unions 384 and 676 will remain in place.

It is also agreed that in local unions 326 and 331 beginning in

January 2003 and each odd year thereafter the company will post for bid all routes and starting times. This language will supercede all other language pertaining to an annual bid in package. These bids will be awarded within thirty- (30) working days.

6) The present casual agreements with each Local Union will remain for the duration of this Agreement.

7) Casual feeder drivers who meet Company's qualifications will be paid \$14.01 per hour.

8) For any building having multiple feeder centers, in the event a driver is laid off, the least senior driver in the tractor-trailer classification shall be laid off first.

Snowstorm Closing Guarantee

If the company closes down operations as a result of a snowstorm, the company will notify, by telephone, where possible, all full time seniority employees one hour in advance to their regular scheduled start time. If there is no answer, or if the company is not able to contact the employee then that individual will not have a guarantee as provided herein, if the company can demonstrate that such an effort has been made. (Such as having telephoned people above and/or below that individual on the seniority list.)

Those full time seniority employees who report to work without having been informed one hour prior to start time (or where a "good faith" attempt to contact them cannot be demonstrated), will be guaranteed eight (8) hours' work or pay equal to eight hours' work for that day.

ARTICLE 52 -MEAL PERIOD

Section 3 pertains to Local 676 and any new buildings that may open in Locals 384, 326 or 331 after May 1,1982.

FOR THE UNION:
Howard Wells

FOR THE COMPANY:
Dennie Gandee

I.B.T. LOCAL 676 ADDENDUM TO METRO PHILADELPHIA SUPPLEMENT

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 2013. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effective during the life of the Agreement.

ARTICLE 50 -SENIORITY

Each year upon request of the local union a second (2nd) bid shall be posted in October for the feeder center.

ARTICLE 54- WAGE SCHEDULE LOCAL 676

Classification	8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	8/1/11	2/1/12	8/1/12	2/1/13
Tractor Trailer Driver	\$28.59	\$28.94	\$29.315	\$29.69	\$30.065	\$30.44	\$30.865	\$31.29	\$31.765	\$32.24
Package Driver	\$28.59	\$28.94	\$29.315	\$29.69	\$30.065	\$30.44	\$30.865	\$31.29	\$31.765	\$32.24
Sorters & Pre-loaders	\$28.37	\$28.72	\$29.095	\$29.47	\$29.845	\$30.22	\$30.645	\$31.07	\$31.545	\$32.02
Center Clerks	\$26.68	\$27.03	\$27.405	\$27.78	\$28.155	\$28.53	\$28.955	\$29.38	\$29.855	\$30.33

(a) Part-time Employees

All part-time employees who have attained seniority as of August 1, 2008 will receive the following general wage increases for each contract year. In each of the years, the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:

2008	seventy cents (\$0.70)
2009	seventy-five cents (\$0.75)
2010	seventy-five cents (\$0.75)
2011	eighty-five cents (\$0.85)
2012	ninety-five cents (\$0.95)

Part-time employees still in progression on August 1, 2008 shall

receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b) below. Between the date of ratification and August 1, 2008 part-time employees will continue to be paid in accordance with the progression contained in the prior Agreement. The progression set forth in (b) below shall be applied effective August 1, 2008.

(b) Newly hired part-time employees

All part-time employees, who are hired or reach seniority after August 1, 2008 will be paid according to the following wage schedules:

	Hourly Rate	
	Pre-loader /Sorter	All Others
Start	\$9.50	\$8.50
Start plus ninety (90) calendar days	\$10.50	\$9.50
Seniority plus one (1) year	\$11.00	\$10.00
Seniority plus two (2) years	\$11.50	\$10.50
Seniority plus three (3) years	\$12.00	\$11.00
Seniority plus four (4) years	\$12.87	\$11.87

c) The wage rates and increases provided in (a) and (b) shall be a minimum.

Tractor trailer driver double bottoms \$0.55 per hour above present rate for less than double 40 ft. trailers. \$0.72 per hour above present rate for double 40 ft. trailers and above including triples.

Helpers to receive one hundred percent (100%) of “All Others” part time rate per hour (there will be no progression in this classification). Use of helpers will be restricted to November and December of each year.

SECTION 2

a. All Supplements, Riders or Addenda will contain the following wage progression schedule to cover all full-time employees, except apprentices, who are in the progression as of August 1, 2008. This

two (2) year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2008 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Section 3 below.

The rate in effect on July 31, 2002 will be used to calculate the progression rates for the life of this Agreement.

	Rate in Effect On July 31, 2002
Start	70%
Seniority	75%
Seniority Date plus one (1) year	80%
Seniority Date plus eighteen (18) months	90%
Seniority Date plus two (2) years	Top Rate

Part-time employees on the payroll as of July 31, 2002, who subsequently are promoted to full-time employment under this progression, will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification under this progression where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

b. No employee shall be required to complete a full-time progression more than one (1) time even if he or she transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car or feeder driver job and has not previously held a full-time job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

c. The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job cov-

ered by Section 3 below) position after August 1, 2008 shall be as follows:

Start	\$16.10
Seniority	\$17.25
Twelve (12) months	\$18.45
Twenty-four (24) months	\$20.75
Thirty six (36) months	Top Rate

Part-time employees on the payroll as of July 31, 2008 who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for the purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

This Sub-section shall supercede any provision to the contrary in any Supplement, Rider or Addendum.

ARTICLE 55 -HOLIDAYS – (LOCAL 676 ONLY)

SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	December 31st

A new part-time seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eli-

gible for the above named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1st of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours.

1. A new seniority employee will be eligible for the personal holidays after they have been on the payroll six (6) months.

2. These seven (7) personal holidays will be paid as follows:

(a) Full time employees shall receive seven (7) personal holidays at nine- (9) hours pay (straight time hourly rate). Full time eligible employees may elect to take an optional week of vacation in lieu of the five- (5) personal holidays at nine (9) hours straight time pay per day. This optional week of vacation will be selected at the annual posting of the vacation schedule,

(b) Part-time employees shall receive four- (4) hours pay for the seven- (7) personal holidays. Part-time eligible employees may elect to take an optional week of vacation in lieu of five (5) personal holidays at four (4) hours straight time pay per day.

(c) Those employees hired after the date of ratification will be eligible to receive personal holidays as follows. A new seniority, employee after being on the payroll six (6) months shall receive five (5) personal holidays. A new seniority employee after being on the payroll eighteen (18) months shall receive two (2) additional personal holidays.

(d) When operating schedules require that part-time employees work on a holiday, they shall be given the next day off as the holiday. If required to work that next day, they shall be given the premium pay for holiday work. If not required to work that next day, they

shall be given holiday pay. However, the work done on the holiday itself shall be paid for at regular rates.

SECTION 2

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

SECTION 3

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, regular full time employees must work the regular scheduled work day which had directly preceded or followed the holiday except in cases of proven illness, proven injury or unless the absence is agreed to.

In cases of proven illness and proven injury, a regular full time employee will be entitled to holiday pay of eight (8) hours straight time pay for each holiday recognized by this Agreement which occurs during the first thirty (30) calendar days following the onset of proven illness or the occurrence of the injury.

SECTION 4

(a) A seniority employee is entitled to holiday pay if the holiday falls within the thirty (30) day period following an employee's lay-off due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay then in such case he/she shall receive an extra day's pay for each holiday in the week in which he/she returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement.

A seniority employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be considered to be holiday pay nor shall it be considered as hours worked for weekly overtime.

Any employee who is required to work on the holiday shall receive his/her straight day's pay for the holiday plus eight (8) hours at dou-

ble his/her straight time hourly rate, and is required to work beyond the eight (8) hours on the holiday, shall receive triple his/her straight time hourly rate for each hour worked in excess of eight (8) hours. If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday. In any week in which a holiday falls, overtime shall commence after eight (8) hours daily and thirty-two (32) hours weekly, except where the holiday is worked or falls on Saturday. At no time shall overtime be pyramided.

(b) Employees who are assigned to work on their regular shift on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day's work at the regular rate. All hours worked in excess of eight (8) hours will be at double the straight time hourly rate.

(c) Employees, who are assigned to work on their regular shift up to midnight on a holiday night, shall receive double the straight time hourly rate.

(d) Starting time and shifts shall not be changed to circumvent application of the above provisions relating to holiday pay.

(e) All time worked in job classifications subject to hourly rates and worked on holidays shall be paid at double time in addition to the holiday pay, except in the case of an employee whose regular work period starts on a holiday or ends on a holiday morning.

(f) Senior employees may refuse to work on a holiday; however, all jobs must be covered by junior men on the seniority list.

(g) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay at the straight-time rates in lieu thereof to be determined by the Employer.

SECTION 5

A part time employee who is otherwise eligible shall be entitled to receive holiday pay on the basis of one-half (1/2) that which an eligible full time employee would be entitled to receive provided they

must work their regular scheduled workday which had directly preceded and followed the holiday. One-half (1/2) means four (4) hours of straight time pay per day

FOR THE COMPANY:

Dennie Gandee

FOR THE UNION:

Howard Wells

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