

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

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

# **SOUTHERN REGION OF TEAMSTERS**

## **AND**

### **UNITED PARCEL SERVICE, INC. SUPPLEMENTAL AGREEMENT**

#### **ARTICLE 46 – ACQUISITION OF SENIORITY**

##### **SECTION 1 – PROBATIONARY PERIOD**

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period the employee 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. On the thirty-first (31st) working day within one hundred and twenty (120) consecutive day period, the employee shall be placed on the regular seniority list and the employee's seniority date shall be the first day worked within the one hundred and twenty (120) day period.

##### **SECTION 2 – SEASONAL EMPLOYEES**

No seasonal employee shall be hired prior to October 1st of each Calendar year.

Any employee hired after October 1st shall not accrue days towards seniority in the months of October, November and December.

Seasonal employees, when hired, shall be notified they are seasonal by signing a seasonal-employee notice.

The Employer and the Local Union will meet to review the possibility of utilizing present part-time employees to perform seasonal work for the months of October, November and December.

### **SECTION 3 – SUPERVISORS WORKING**

(A) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except for the purpose of training, demonstration and demonstrate safety, or as otherwise provided in the applicable Supplement. Supervisors will not perform bargaining unit employee's work until after all reasonable efforts have been exhausted to have the work covered. However, in cases of unexpected absentees or to prevent service failures, supervisors may perform such bargaining unit work as necessary to complete that day's (or night's) work schedule. The job steward will be provided with employee assignment information upon request. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employees home and then have such employee's work performed by a supervisor or other employees of the Employer who is not a member of the bargaining unit.

(B) When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(C) If there is no established local practice the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month.

It will be the employee's responsibility to make sure his/her contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to resign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. No employee is allowed to work more than two shifts in any twenty-four (24) hour period. Local call verification practices and procedures shall remain in place.

Nothing contained in this Section shall change existing practices or procedures covering full-time work.

(D) If it is determined at any step of the grievance and/or arbitration procedure that this Section, or a "supervisor working" provision in a Supplement, Rider or Addendum, has been violated, the aggrieved employees will be paid as follows: (a) if the actual hours worked by the supervisor amounts to two (2) hours or less, the aggrieved employee will be paid for the actual hours worked by the supervisor at the rate of double the employee's rate of pay at the time of the incident: (b) if the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at straight time or actual hours worked at double the employee's rate of pay at the time of the incident, whichever is greater. If no aggrieved employee can be identified, the payment will be made to the grievant. Such remedy shall be in addition to any other remedies sought by the Union in the appropriate grievance procedure.

## **SECTION 4 – EMPLOYMENT OPPORTUNITIES**

The Employer will notify the Local Unions in writing when it anticipates the hiring of additional employees. The Local Unions will be given an opportunity to provide suitable employment applicants, but the Employer shall not be required to hire those referred by the Union.

## **ARTICLE 47 – STEWARDS**

Recognizing the importance of the role of the Union steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article. The Job Steward or the representative or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority as defined in this Section, in the manner permitted in this Section.

Where mutually agreed to by the Local Union and the Employer, stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Stewards shall also be paid for time spent at the meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time spent during the Job Steward's or the designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the designated alternate.

The Employer recognizes the employee's right to be given requested representation by a steward or the designated alternate at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another steward, or the designated alter-

nate, at such time as the steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews.

In such cases, the meeting shall not be continued until the steward or alternate steward is present.

If an employee does not wish to have a Union Steward present in any meeting where the employee has the right to Union representation under this Article, the employee shall sign a waiver of Union representation in the presence of the Union Steward. A copy of the waiver shall be furnished to the Union upon its request.

If requested by the Local Union, the designated Stewards will be provided with copies of all Warning, Suspension and Discharge letters. The Employer shall, upon written request, provide the Local Union or the Steward designated by the Local Union, with documents/information that is reasonably related (based on NLRA standards) to the pending grievance.

In cases of voluntary resignation, the employee has the right to have a steward present, or if the steward is not available, another hourly paid employee can witness the resignation. If an employee who is voluntarily resigning does not wish to have a steward or other employee present the employee shall sign a waiver statement to this effect in the presence of a Union steward or another hourly paid employee.

## **ARTICLE 48 – SENIORITY**

### **SECTION 1 – SENIORITY ROSTERS/POSTINGS**

(A) Seniority, as measured by length of continuous service with the Employer, shall prevail as spelled out in this Agreement at all times. Seniority shall be gained on the thirty-first (31st) working day within a one hundred twenty (120) day period the employee shall be placed on the regular seniority list and their seniority date shall be the first day worked within the one hundred twenty (120) day peri-

od. The days of orientation, up to ten (10) days for full-time employees and up to five (5) days for part-time employees, shall not count toward the acquisition of seniority.

(B) Seniority will be on a Center basis and by job classification. The Employer agrees to post on the first (1st) Monday of January, April, July and October of each year an updated seniority list in each Center for that Center with a copy to be sent to the Local Union by certified mail. If no protest is made within thirty (30) days, the list shall stand as correct, unless clerical errors are discovered. The most current seniority list shall remain posted at all times in each center.

(C) Employees do not have the right to select any specific unit, load, or area except as specified below.

(D) Any full time employee, not pre-qualified, who bids and is awarded a change in classification and who has not previously held that classification must complete a thirty (30) working day qualifying period. Any full time employee who bids and is awarded a change in job classification but is disqualified, voluntarily or involuntarily, will be precluded for twelve (12) months from the date of the disqualification from bidding to that job classification.

(E) The Employer will post all new permanent full-time openings immediately. Permanently vacated positions will be posted on the first Monday after it has been vacated and will remain posted for two (2) calendar weeks. The successful bidder will be placed into that job on the first Monday following the bid coming down. Any full-time openings which cannot be filled through the full-time bid procedure, will be filled in accordance with Article 49, Section 2.

## **SECTION 2 – LOSS OF SENIORITY**

Seniority shall be broken only by discharge for cause, voluntary quit, layoff for a period of three (3) years from the last date of employment, failure to respond to notice of recall, or unauthorized leave of absence.

Unless otherwise prohibited by State or Federal law, an employee's

seniority shall be broken when he/she has reached maximum medical improvement from an on or off the job injury or illness if at that time they still cannot perform the essential functions of their job. This provision shall not affect an employee's rights under Article 14.3.

### **SECTION 3**

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

### **SECTION 4**

While it is not the policy of the Employer to merge, sell, or lease operations, the Employer agrees that should it happen, the seniority of the employees taken over shall be dovetailed with the existing employees, except that if one of the merged, sold, or leased companies is insolvent at the time of the takeover, the employees of the insolvent company will go to the bottom of the seniority list.

### **SECTION 5 – REDUCTION IN FORCE - FULL-TIME EMPLOYEES (OTHER THAN FEEDER DRIVERS)**

(A) The Employer agrees to give full-time seniority employees seven (7) calendar days' notice of intended layoff to exceed one (1) week. Agreed upon notices of layoff do not apply during a declared emergency.

An emergency occurs where conditions beyond the Employer's control compel interruptions or delays in operations caused by strikes, sleet or snow, ice or flood, or similar catastrophe. At the conclusion of such emergency, report to work notice will be issued to the employees on the basis, and in the order, which will provide for the Employer's best interest in returning to a normal operating schedule.

(B) In the event of layoff of any full-time seniority employee, the affected employee has the right to exercise his/her seniority in the following manner:



1. Must displace the junior employee within their regular classification.
2. Any other junior full-time employee in another classification or part-time work.

If the employee elects to perform part-time work he/she must displace two (2) part-time employees if available.

In any case, the employee must be qualified to perform the work have more seniority than the displaced employee, and if it is a temporary layoff be available for his/her next regularly scheduled job.

When an employee works two (2) part-time shifts, he/she shall receive the appropriate guarantee of at least three and one-half (3-1/2) hour's work per shift and will have a guarantee of eight (8) hours work for the day. If only one (1) shift is available the employee will be guaranteed four (4) hours of work.

An employee on a layoff (lasting less than seven (7) days) shall receive their regular wages and benefits. An employee on a layoff (lasting more than seven (7) days) shall receive appropriate wages and benefits for the job performed based on their seniority. However the Employer shall continue to make contributions to their regular health, welfare and pension.

At the conclusion of the layoff, the laid off employees shall be returned to work in seniority order within their classification.

(C) A laid-off full-time seniority employee shall be given two (2) weeks notice of recall. The employee must notify the Employer within three (3) days after receipt thereof, as to whether or not he/she intends to report for work at the designated time within two (2) weeks after receipt of notice.

(D) Failure to give timely notice to the Employer or to report at the agreed upon time within the designated period will result in the loss of all seniority rights and the employee will be considered terminated.

(E) Where more than one (1) Center exists in a building, it will be considered one Center for the purpose pertaining to seniority in respect to layoffs.

(F) A full-time employee who is permanently laid off must be qualified to perform the work in order to displace into another classification. In order for a full-time employee to displace a preloader or sorter, the following rules will govern:

1. An employee who has not worked as a preloader/sorter but claims to be qualified will be allowed to take a test on his/her own time to demonstrate his/her proficiency. Such test and scoring will be developed locally.

2. A laid-off employee who is not qualified as a preloader/sorter will be trained to preload/sort only if a pre-seniority preloader/sorter is working in the building and no other job is available for which the laid off employee is qualified.

## **SECTION 6 - PACKAGE DRIVERS - JOB SELECTION**

(A) Unassigned Delivery Routes: There shall be a minimum of one (1) unassigned delivery route and a maximum of fifteen (15%) percent unassigned delivery routes in each package center. These unassigned delivery routes shall also serve as the center's training routes. The unassigned delivery routes shall be designated by the Employer and listed as such on the center bid list. Should there be a need to change these unassigned delivery routes the Employer will notify the Local Union. All of the remaining eighty-five (85%) percent of the delivery routes will be bid by center. Package drivers wishing to bid unassigned may do so. Unassigned package car drivers may be removed from the unassigned delivery routes to cover vacations, options, personal holidays, sick days, and other absences of the regular bid drivers, or to cover overflow work.

When more than one (1) unassigned driver is moved to cover vacancies, seniority will be considered when making work assignments. Prior to an unassigned driver being forced to move, management will meet with the driver and Union steward to review that all reasonable efforts have been exhausted to have the open vacancy cov-

ered. When business allows, the Company will cross-train unassigned drivers.

The fifteen percent (15%) unassigned delivery routes shall be determined by using the following formula:

Number of Number of routes	Unassigned routes
1 - 10.....	1
11 - 17.....	2
18 - 23.....	3
24 - 30.....	4
31 - 37.....	5
38 - 43.....	6
44 - 50.....	7
51 - 57.....	8

Should the annual vacation and option schedule for a center justify the need for additional full-time package drivers, the Employer agrees to bid and hire if necessary additional permanent full-time drivers for this need.

(B) The Employer shall designate delivery routes in all centers and they will be bid, by center, as stated in Section 6 (a) on March 1<sup>st</sup> of each odd year of the agreement. Qualified package drivers will bid the designated routes in their center. Package drivers will be on their bid area no later than May 1st of each bid year.

Following the completion of these bids the following procedures shall apply.

(C) Vacancies and new positions - Qualified package drivers with six (6) months of seniority or more may bid on any permanent vacancies in all months except December, and permanent new jobs, as defined by the Employer, in all months except November and December. The successful bidder must remain on the awarded bid for a minimum of six (6) months before being eligible to bid again on vacancies and new positions. In each Center, the Employer will have the right to maintain up to fifteen percent (15%) unassigned

routes as determined by the chart in Section 6(a). In the event that no package drivers select such unassigned positions the least senior package drivers may be required to fill them.

(D) All bids shall contain a description of the delivery route and the delivery loop or loops contained in that route, and shall identify the base line of the delivery loop or loops. The driver will work within the delivery route but it is understood that daily adjustments may be made as necessary. A driver may be required to perform work in adjacent delivery routes as long as seventy percent (70%) of the work performed is within their defined bid route. A driver may also be required to perform work on the way to and from their delivery route.

Should there be a permanent change of more than thirty percent (30%) of the delivery stops in a package car driver's bid route, the driver affected may elect to displace a junior package driver. A permanent change in a route is defined as occurring over a thirty (30) consecutive working day period. Employee moves of this nature shall be limited to four (4) moves with the Company filling the fourth (4th). If no unassigned driver accepts the opening, the Employer will assign it to the junior unassigned driver.

(E) A permanent new job for the purpose of this Section shall be one that has been in existence for a period of thirty (30) consecutive working days. Pending the job becoming permanent and the operations of the job selection procedure, the Employer shall have the right to assign any unassigned package driver to perform the work on a temporary basis.

(F) When a permanent vacancy or permanent new job becomes open on a delivery route in a center, it shall be posted for bid on the first Monday following it becoming open by the Employer for a period of ten (10) working days. Only those package drivers in the building shall bid. The bid will be awarded to the senior package driver and will go into effect and be assigned on the third (3<sup>rd</sup>) Monday following the posting. If the bid requires a change of center, the employee's classification seniority will be dovetailed in the new center.

(G) The Employer will fill the fourth (4<sup>th</sup>) opening which results from the above procedure. The procedure to fill the fourth (4<sup>th</sup>) move will be as follows, the opening will be offered in seniority order to the unassigned drivers within that center. If no unassigned driver within that center accepts the opening, the Employer will assign it to the junior unassigned driver.

(H) If a job is vacated for more than forty-five (45) consecutive work days, other than scheduled days off, the Local Union and the Employer may meet to determine if the job should be bid. If it is determined to bid the job it may be bid either temporary or permanent.

If it is determined to be bid as temporary, it will be offered to the drivers in the respective center. There shall be two (2) moves with the Employer filling the second (2<sup>nd</sup>). When the person who originally vacated the job returns to work, all involved employees will return to their original jobs.

(I) Package car drivers with: (a) one (1) or more years of seniority or (b) seniority package car drivers bidding into a higher paying classification, who are interested in moving into that classification shall so notify the Employer. Such employees in seniority order will be permitted to move when a new permanent job or vacancy occurs in such classifications in the Center or building, provided the employee is qualified to perform the job. The employee awarded the job must successfully complete a thirty (30) working day training period at which time he/she will be added to the Center seniority list with a date of the first (1st) day worked in the new classification.

No employee will be afforded more than three (3) opportunities to qualify for a specific full-time classification. Employees in their probationary period will not be allowed to bid. Employees who bid to another classification and fail to qualify shall not be eligible to move again into that classification for one (1) year from the date of disqualification. Employees must pre-qualify on their own time.

(J) Copies of all completed bid sheets shall be sent to the Local Union by certified mail.

(K) Violations of paragraphs A through I above will be subject to the grievance procedure of this Agreement.

## **SECTION 7 – FEEDER DRIVERS – JOB SELECTION**

A Feeder Driver is defined as any employee whose work day or any part of their work day which exceeds one (1) hour is done in a tractor-trailer. It is understood that these employees are paid based on the equipment they drive and there may be employees who have seniority in this classification but drive equipment other than a tractor-trailer. Any new tractor-trailer work will be bid in the feeder classification. A Package Car Driver(s) who is presently performing tractor-trailer work that had been assigned to the package car seniority list will be red circled in that job. Once a red circled employee vacates his/her package bid (vacate does not apply if the position is filled by another red circled driver in a regular periodic package bid), that tractor-trailer work will then be bid in the feeder driver classification. This paragraph only applies to job bidding.

Feeder drivers desiring to bid on this work must be pre-qualified. The Employer will provide the appropriate training material for the employee's use on his/her own time in order to pre-qualify.

(A) A schedule of starting times for feeder drivers shall be posted for bid once each year in each Center on the first Monday in March and shall remain posted for one (1) week before bidding.

(B) Feeder drivers shall, in the order of their classification seniority, have the right to select starting times from the schedule posted in the Center. Feeder drivers may also select feeder paths at the annual bid, when more than one feeder driver starts at the same time. The Company will also post the schedule codes and definitions of the primary runs. When only one (1) feeder driver starts at a given time, the Employer will inform the feeder driver of the feeder path. Such selection, in the event there are no vacancies or openings, during the bid year, will be held until the schedule is posted the following March. Employees do not have the right to select any specific unit or load except choice of doubles or singles.

(C) The schedule of starting times shall become effective by the first (1<sup>st</sup>) Monday in April.

(D) Feeder - Vacancies and Openings: When a permanent vacancy or opening occurs in the feeder classification, feeder drivers in the order of their classification seniority within the operating Center shall be permitted to select such openings in the following manner:

A permanent vacancy or opening shall be defined as a job that has been vacated by another driver, one that the Employer knows is going to be a regular run, or one that has been in effect for thirty (30) consecutive working days or one the vacation/option schedule can justify daily work during the first ten (10) months of the year.

1. Pending the job becoming permanent and the operation of the job selection procedure, the Employer shall have the right to assign any employee to perform the work on a temporary basis, providing it is done with bargaining unit employees.

2. The opening will be offered to the feeder drivers in the Center in seniority order. The job selection procedure shall be limited to four (4) moves, the original opening and three (3) others. The fourth (4<sup>th</sup>) opening which results from this procedure will be bid by seniority to the cover board.

3. In the event of a permanent starting time change of one (1) hour or a permanent reduction of one (1) hour or more on a scheduled run, or in a change in work week from five (5) days of eight (8) hours each to four (4) days of ten (10) hours each or vice versa, or a permanent change from triples to doubles or doubles to single trailer operation, the run will be considered a new opening and bid under Section 7(D)2 above. The affected driver may then exercise his/her seniority under Section 7(D)5.

4. If the job of a feeder driver is temporarily eliminated, lasting less than thirty (30) days said driver may elect to take the work of any one (1) or two (2) part-time employees on the first (1<sup>st</sup>) day the job is temporarily eliminated provided the feeder driver can perform the part-time work and be available with proper rest per D.O.T. regulation for the feeder driver's next schedule start and providing the

feeder driver has more total Company seniority. On the second (2<sup>nd</sup>) day the job is temporarily eliminated said driver may displace the least senior feeder driver in the employee's Center until the eliminated job returns, or until it is determined to be a permanent elimination (more than thirty (30) working days). If he/she displaces the least senior feeder driver and the eliminated job returns during the work week the employee will return to his/her regular schedule at the start of the next schedule work week.

5. A feeder driver whose job is permanently eliminated shall be entitled to displace any junior employee within the feeder classification. This displaced employee shall be entitled to exercise seniority and so on until the least senior feeder driver in the Center is replaced.

6. The Employer agrees to give feeder seniority employees notice of intended layoff to exceed one (1) week. Agreed upon notices of layoff do not apply during a declared emergency. An emergency occurs where conditions beyond the Employer's control compel interruptions or delays in operations caused by strikes, sleet or snow, ice or flood, or similar catastrophes. At the conclusion of such emergency, report to work notice will be issued to the employees on the basis, and in the order, which will provide for the Employer's best interest in returning to a normal operating schedule.

7. A senior feeder driver laid off out of classification has the right to exercise his/her seniority on the following manner for the duration of the layoff:

(a) May displace the junior package driver in the building and if not previously qualified would be given a thirty (30) working day period in which to qualify.

(b) Or the junior full-time employee in any classification provided he/she is qualified and has more overall full-time seniority.

(c) Or if the employee elects to perform part-time work, he/she must displace two (2) part-time employees (the junior employee per shift) provided he/she is qualified and has more overall Company seniority.



(d) When an employee works two (2) part-time shifts, he/she shall receive the appropriate guarantee of at least three and one-half (3-1/2) hour's work per shift and will have a guarantee of eight (8) hours work for the day. If only one (1) shift is available the employee will be guaranteed four (4) hours of work.

Employees, who exercise one (1) of the options outlined above will be provided with a minimum of eight (8) hours of work; at the appropriate rate for the classification of work performed. The Employer shall continue to make the required contributions to his/her full-time regular Health, Welfare and Pension Plan.

However, at the conclusion of the layoff, the laid off employee shall be returned to work in seniority order within their classification.

8. The Employer will not be required to post any bids during the months of November and December.

9. Copies of all completed bid sheets shall be sent to the Local Union by certified mail.

10. Local variations to the above seniority provision must be approved by the Southern Region Area Parcel Grievance Committee.

#### (E) Feeder Driver Training Program

1. The Employer will post a feeder driver trainee list and will state the number of employees needed for this training. No new list will be posted until the number on the original list has been satisfied. Full-time employees who are interested in qualifying shall sign the above list. Such employees, except Automotive and Maintenance mechanics, 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 a need to qualify additional tractor-trailer drivers. A good driving record and the employee not having an avoidable accident during the preceding year are prerequisites for such training provided the employee has secured all the appropriate state and/or Federal Licensing (CDL)

permits prior to attending the tractor-trailer qualifying school. The Employer agrees to furnish the instructors and necessary equipment. The company will furnish qualification sheets to the Local Union upon request.

2. In a metropolitan area with more than one (1) Center, full-time employees, other than Automotive and Maintenance Mechanics, interested in qualifying as tractor-trailer drivers may apply for the Employer's training program in another Center providing:

(a) There are no tractor-trailer jobs originating in the employee's home Center.

(b) There are not enough candidates for the training program in the Center requiring tractor-trailer drivers.

3. New feeder openings will be filled from the list of qualified employees in the order in which the employee qualified as a tractor-trailer driver. In the event no employee on the list of qualified employees elects to fill an opening, the employee who last qualified for tractor-trailer driving must fill the opening.

4. In order to attain seniority as a Feeder Driver the qualified tractor-trailer driver must have been the successful bidder on a permanent bid job. His/her seniority date will be the first (1<sup>st</sup>) day worked after being awarded the job.

5. The tractor-trailer qualified list will be used in filling feeder runs except for the months of November and December. The Company will qualify enough tractor-trailer drivers to ensure a sufficient amount of feeder drivers for this purpose.

(a) If a backup tractor-trailer driver is working in the feeder classification on October 31<sup>st</sup>, and has been for the prior one (1) week period, or has been in the tractor-trailer classification for at least ten (10) weeks during the calendar year, the backup tractor-trailer driver will be permitted to move into feeders up to the Monday prior to Thanksgiving.

(b) Within thirty (30) days from the date of ratification of this agree-

ment, an individual who has been on the tractor-trailer qualified list for more than two (2) years without gaining feeder seniority may request in writing to have his or her name removed from the qualified list, provided another employee signs and qualifies to become a qualified backup feeder driver. The employee will not have the opportunity to have their name placed back on the list once it is removed. Requests to be relieved from backup feeder status will be based on qualification seniority order.

(c) At least one (1) but not more than five percent (5%) of the feeder drivers in any feeder operation shall be allowed to change their classification in each calendar year. They will be paid the appropriate rate of pay for the job performed based on their seniority. Employees must pre-qualify on their own time.

The Company will have reasonable time to establish alternate means to replace this employee by offering the job to:

1. Present employees in the package driver classification who can meet the requirements.
2. Present part-time employees who must meet the same requirements as an outside hire. These employees will operate under the same stipulations as a temporary cover driver.

(F) New temporary feeder runs scheduled for a week or more during the months of November and December will be offered to feeder drivers in seniority order before being filled by outside hire. This will be done on a weekly basis and posted on bulletin boards. The runs will be posted one (1) time only and the driver will stay on that run for the duration of the temporary run. The run vacated by a seniority feeder driver will be filled by the Employer.

(G) When a permanent vacancy occurs in the feeder classification and there are no full-time employees to fill the vacancy, the Employer will offer the opening to part-time employees, who can qualify before hiring from the outside. Any part-time employee wishing to fill a feeder vacancy must meet the same criteria as someone hired from the outside. A copy of these qualifications will be provided to the Local Union upon request.

(H) All package car drivers pre-qualified to be a feeder driver and having worked as a backup feeder driver for at least one (1) year and employed in a Center in which feeder jobs will not be available may notify the Employer in writing of their desire to become a feeder driver in another Center or hub within the Local Union's jurisdiction and will be given the opportunity to fill open feeder bids in seniority order prior to the Employer hiring from the street. Such moves shall be permanent and the employee shall not be permitted to return to the original Center. The employee will be added to the appropriate seniority list as the least senior employee in that classification in the new Center. The move will be at the expense of the employee and will not be covered under the Change of Operation language.

## **SECTION 8 – FULL-TIME EMPLOYEES INSIDE EMPLOYEES - JOB SELECTION**

(A) Employees in full-time classifications (other than feeder, package drivers, combination employees as outlined in Article 22, Section 3 of the National Master United Parcel Service Agreement and mechanics), in the order of their seniority within their classification and by Center, shall have the right to select their starting times annually from the schedule posted by the Employer.

(B) Starting times for the above-mentioned full-time employees by classification within the Center shall be posted on the first (1<sup>st</sup>) Monday in March and shall remain posted for one (1) week before bidding.

(C) The schedule of starting times shall become effective on the first (1st) Monday in April, unless otherwise mutually agreed.

(D) The Employer reserves the right to designate starting times and to change starting times from time to time as the needs of the business require.

(E) In the event of a starting time change, employees in that classification in that Center shall be permitted to select such new starting time in the order of their seniority. In the event that no employee selects such new starting time, the least senior employee in that classification in that Center will be required to fill it.

(F) Full-time inside employees with one (1) or more years of seniority who are interested in moving into other classifications shall so notify the Employer. Such employees in seniority order will be permitted to move when a new permanent job or vacancy occurs in such classifications in the Center or building, provided the employee is qualified to perform the job. The employee awarded the job must successfully complete a thirty (30) working day training period at which time he/she will be added to the Center seniority list with a date of the first day worked in the new classification. Years of service credit will be retained for fringe benefits.

Inside employees who bid to other classifications and fail to qualify shall not be eligible to move up again for one (1) year from the date of disqualification in that classification.

(G) The Employer will not be required to post any bids during the months of November and December.

## **SECTION 9 – OPENING AND CLOSING OF CENTERS OR HUBS**

(A) The Employer agrees that prior to any change in its operation that will result in a change of domicile and/or possible layoff of seniority employee, the Employer shall inform the Local Union and the chairpersons of the Southern Region Negotiating Committee in writing, forty-five (45) days prior to the proposed change and shall meet jointly with the affected Local Union(s) to inform them of the proposed changes and to resolve questions raised in connection with that proposed change. Failure by the Employer to give such notice to the affected Local Union(s) will delay the planned change until such notice has been given. During this joint meeting the Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgement of such agreement. The parties shall also reduce to writing all unresolved issues, if any, and they shall be referred directly to the appropriate Regional Change of Operations Committee. The change may not be implemented until the forty-five (45) days notice is provided and the meeting is completed unless the operational change is dictated by emergency conditions. The Union shall not unreasonably delay the scheduling or completion of the requested meeting. Any

unresolved issues reflected in Section (C) below, which has been reduced to writing, will be resolved pursuant to that Section.

(B) Should a dispute arise by one (1) or more of the affected Local Union(s), the dispute will be heard by the appropriate Regional Change of Operations Committee for the possible resolution before the end of the forty-five (45) day notification period when possible. Neither party will unreasonably delay such Regional Change of Operations Committee meeting but regardless, the Company's change will take effect as scheduled.

(C) Any agreed to change of operations reached by the Local Union(s) and the Employer shall be reduced to writing and filed with the Joint National Change of Operations Committee.

(D) A Joint Change of Operations Committee will be established and will resolve issues arising out of the proposed change of operations. The Committee will resolve issues involving seniority application, health and welfare, pension coverage and layoff questions for employees who are involved in the change. All affected parties will convene and attend the Regional Joint Change of Operations Committee meeting prior to the scheduled implementation date to resolve these issues.

If the Regional Joint Change of Operations Committee is unable to resolve the issues, such issues shall be referred to the Joint National Change of Operations Committee for resolution. If the issues reflected in this Section are not resolved by the Joint National Change of Operations Committee, they shall be submitted to an expedited arbitration using the arbitrators on the National Panel for that area.

The Committee which decides the issues as described above shall retain jurisdiction for a period of twelve (12) months following the change of operations decision. The decision of the Committee shall be final and binding.

1. Whenever a Center is closed and the work is transferred to or absorbed by another Center, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new Center.

2. Whenever a Center or Hub is partially closed and the work of package drivers and all other regular employees, part-time and full-time, excluding feeder drivers, is transferred to or absorbed by another Center, the affected employees may either follow their work and have their seniority dovetailed in the new Center or be allowed to exercise their seniority in their present Center and displace the least senior employee in their respective classification. If any of the employees whose work is transferred elects not to follow his/her work, then he or she shall have the same rights as the remaining employees on the seniority list from which the work was transferred to bid the work being transferred. Those employees who follow the work shall have their seniority dovetailed in the new Center.

3. In a change of operations effecting feeder drivers, the following language will apply:

Whenever a Center is partially closed and the feeder work is transferred to or absorbed by another Center, all feeder drivers, in seniority order, will have the option of following the available work and have their seniority dovetailed in the new Center or be allowed to exercise their seniority in their present Center, and take whatever jobs become open as a result of other employees following the work or taking a layoff. If a senior feeder driver elects to take a job which has been transferred out, the displaced employee(s) will fill the job(s) vacated by seniority until the next bid.

(E) As a result of a Change of Operation, any employee(s) who elects not to follow the work or is laid off will be covered by the lay off language as outlined in Article 48, Sections 5 & 7, and Article 49, Section 6.

(F) As a result of the Employer moving an operation more than seventy-five (75) miles, all full-time employees in accordance with classification seniority who choose to move, will have their moving expense paid.

(G) The expense shall include the reasonable cost of packing and the moving of household goods or house-trailer including dismounting and mounting. The employee(s) who transfer will have one (1) year from the date of the change to move.

1. Employee(s) who are transferred out of their original area where they are covered by a Teamster Pension Trust Fund into the jurisdiction of another pension trust fund, shall remain in their original pension trust fund.

(H) The Employer agrees to pay the required pension contributions to the employee(s) original pension trust fund as set forth in the trust agreement, provided there is no conflict with any collective bargaining agreement, and/or trust agreement.

(I) The language contained in Section 9(a) shall be applicable to the Employers implementation of "satellite" facilities, provided, however: (1) The issues subject to discussion shall not be limited by paragraph (C) of this Section: and (2) In the event the issues cannot be resolved by the Employer and the Local Union, or subsequently, in accordance with the established local area practice, the open issues may be referred to the Vice-President of Labor Relations and the Parcel and Small Package Division Director, or their designee. If no resolution is reached, all outstanding disputes shall be submitted to an expedited arbitration to determine if the Employer has violated any provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement. The expedited arbitration will be handled by one of the arbitrators on the National Panel for that area.

## **SECTION 10 – 22.3 COMBINATION EMPLOYEES Seniority Rosters/Postings**

(A) Seniority will be by building and job classification. The classifications shall be air, air-inside combination, inside-inside combination and shifter combination. Full time inside employees and 22.3 combination employees in the same job classifications will be on the same seniority list for the purpose of vacation, bidding and lay-off.

(B) The Employer shall designate starting times and sorts by classification and there will be a one (1) time bid on March 1, 2010. Qualified employees by classification shall bid within their classification by seniority. Employees must be pre-qualified on their own time.



(C) The Employer reserves the right to designate starting times and to change starting times from time to time as the needs of the business require.

(D) In the event of a starting time change of one (1) hour or more employees in that classification shall be permitted to select such new start times in the order of seniority.

In the event no employee selects such new start time, the least senior employee in the classification will be required to fill it.

(E) When a permanent vacancy or permanent new job becomes open the Employer shall post it for bid on the first (1<sup>st</sup>) Monday following it becoming open for a period of ten (10) working days. Only those employees in the classification shall bid. The Employer will fill the fourth (4<sup>th</sup>) opening which results from the above procedure as per Article 48, Sections 6, 7 and 8, and Article 49, Section 2. The employee awarded the job must successfully complete a thirty (30) working day qualifying period (unless previously qualified in the last thirty-six (36) months).

Employees in their qualifying period will not be allowed to bid. The employee awarded the job must successfully complete a thirty (30) working day probationary period (unless previously qualified in the last thirty-six (36) months) at which time he/she will be added to the appropriate seniority list with a date of the first day worked in the new classification. Years of service credit will be retained for fringe benefits. Employees must pre-qualify on their own time.

Employees who bid to other classifications and fail to qualify shall not be eligible to move again for one (1) year from the date of disqualification in that classification.

22.3 employees will not be allowed to bid while in their thirty (30) day qualifying/probationary period. 22.3 employees that have not been in their current position for at least twelve (12) months shall not be allowed to bid into another job unless this bid would afford them a higher earning capacity.

(F) The Employer will not be required to post any bids during the months of November and December.

(G) In the event of layoff of both portions of the combination job, the affected employee has the right to exercise his/her seniority in the following manner:

1. Must displace the junior employee within their regular classification.
2. May displace the junior full-time employee in any other classification or part-time work.

If the employee elects to perform package-driving work, he/she must qualify (unless previously qualified in the last thirty-six (36) months) by completing a thirty (30) day qualifying period.

If the employee elects to perform part-time work he/she must displace two (2) part-time employees if available.

When an employee works two (2) part-time shifts, he/she shall receive the appropriate guarantee of eight (8) hour's work for the day. If only one (1) shift is available the employee will be guaranteed four (4) hours of work if the work exists.

In any case, the employee must be qualified to perform the work, have more seniority than the displaced employee and if it is a temporary layoff be available for his/her next regularly scheduled job.

The Employer shall continue to make contributions to their regular full time health, welfare and pension.

At the conclusion of the layoff, the laid off employees shall be returned to work in seniority order within their classification.

Years of service credit will be retained for fringe benefits.

Employees will be paid in accordance with Article 40 and Article 41 of the National Master United Parcel Service Agreement.

Laid off full-time employees who are pre-qualified will cover all absences and vacations for combo jobs prior to utilizing part-time employees.

(H) Meal Period – Refer to Article 54.

(I) No employee will be afforded more than three (3) opportunities to qualify for a specific full time classification.

## **ARTICLE 49 - PART-TIME EMPLOYEES**

### **SECTION 1**

(A) Part-time employees are defined as employees not otherwise regularly employed who when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3-1/2) hours; however, should any part-time employee in the case of emergency work beyond the fifth (5th) hour, the employee shall be paid time and one half (1-1/2) for all hours worked past the fifth (5th) hour per shift. Part-time employees working in excess of eight (8) hours in any twenty-four (24) hour period shall receive time and one half (1-1/2) for all hours worked over eight (8) hours, at the rate of pay prevailing at the time the overtime is worked.

(B) Any part-time employee who subsequently becomes a regular full-time employee shall be considered a newly hired full-time employee except as otherwise provided in this Article.

(C) Part-time employees will work off the part-time seniority list at each Center.

(D) Part-time employees shall receive one-half (1/2) holiday and vacation benefits. (One-half holiday and vacation benefits shall mean four (4) hours straight time pay per day.)

(E) Part-time employees will not be permitted to do delivery driving, feeder driving, or tractor-trailer driver work, except as otherwise specified in this Agreement. Part-time employees will be permitted to move vehicles within the confines of the Employer's property.

(F) Seniority shall prevail for extra work and the work shall be assigned by seniority within the classification and work area to those who are qualified, present and available.

## **SECTION 2 – POOL BID - PART-TIME TO FULL-TIME**

(A) Part-time seniority employees who want to transfer to full-time jobs shall sign the full-time transfer list which shall be posted for a period of ten (10) working days prior to the end of each quarter. This list shall be in effect for each quarter following the posting period at which time a new full-time transfer list shall be posted. Employees wishing to transfer must place their name on each newly posted list to remain eligible. The completed transfer list shall be sent to the Local Union by certified mail.

An employee who was not eligible to sign the list during the ten (10) working day posting, but becomes eligible during that quarter, may notify the Company in writing within five (5) working days of eligibility of their desire to be added to the list and be dovetailed by seniority into the list

(B) After the completion of the full-time job selection procedure as outlined under seniority the resulting opening will be filled as follows:

1. Part-time seniority employees may bid on a permanent full-time opening in their building in all months, except November and December, providing they meet the same requirements as applicants for the full-time job. The job will be awarded to the senior bidding qualified employee on the transfer list.

Days worked from November 1st through December 31st of each year shall not accrue towards seniority. However, any part-time employee who is retained or subsequently recalled within one hundred and twenty (120) consecutive days after December 31st, for a full-time opening, will retain credit for the number of days worked prior to November 1st, and those days worked will count towards the thirty (30) working days necessary to acquire seniority as a full-time employee.

In these cases their full-time classification seniority date shall be the first (1st) day worked after December 31st.

2. The employee awarded the job must satisfactorily complete a thirty (30) working day training period within a one hundred twenty (120) consecutive day period. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job he or she was disqualified for. No employee will be afforded more than three (3) opportunities to qualify. The above procedure will be applied on an alternating six (6) for-one basis (e.g. for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

3. 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 full time seniority date will be the day of the transfer.

4. For vacations and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee if said employee transferred to full-time after January 1, 1977.

5. Up to ten percent (10%) of the preloaders in any preload operation shall be allowed to change their classification in any one (1) month period for any reason.

6. Part-time employees with one (1) or more years seniority may bid on full-time helper jobs in their Center in all months, except November and December, providing they meet the same requirements as applicants for the job. The procedure will be outlined in this Article.

### **SECTION 3 – PART-TIME RELIEF PERIODS**

Part-time employees will be guaranteed ten (10) minutes relief period each work shift. The relief period may not start before the end of the first (1<sup>st</sup>) hour and must be completed by the end of the third (3<sup>rd</sup>) hour.

## **SECTION 4 – CLASSIFICATION BIDDING**

Classifications as referred to in this Section shall be Loader/Unloader, Sorter, Small Sorter, Pre-Loader, Car Washer, Porter, Inspection Lane Repair, Shifter, Incompatible Sorter and Clerks. Length of service and qualification will be considered when making work assignments.

Qualified part-time employees with six (6) months or more seniority may select permanent vacancies and permanent new jobs as provided for in this Article, 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.

Part-time employees with less than six (6) months seniority shall have the right to bid a preferred job prior to the Employer hiring from off the street.

Pending the job becoming permanent and the operation of the job selection procedure, the Employer shall have the right to assign any employee to perform the work on a temporary basis. This job selection procedure shall be limited to two (2) moves - the original opening shall be a shift change within classification, the second (2<sup>nd</sup>) move shall be a classification change. The Employer will fill the third (3<sup>rd</sup>) opening by seniority.

Part-time employees will be entitled to preferred jobs as outlined in Article 22, Section 4 of the National Master United Parcel Service Agreement.

All eligible qualified part-time employees shall be afforded the opportunity each six (6) months to put their name on the bid sheet of qualified employees waiting to be moved to a different classification. Said bid sheets will be in effect for the following six (6) month period. Each classification will have a separate list and eligible part-time employees may put their name on the classification bid lists of their choice.

The jobs will be awarded in seniority order, on the Monday follow-

ing the permanent vacancy or the job being declared permanent. The jobs will be awarded in seniority order and employees will be entitled to one (1) move each six (6) months.

Employees will have the right to refuse job classification openings by seniority. Each subsequent opening must be offered in seniority order to the employees on each classification bid list.

Employees desiring to move to another classification must be pre-qualified. The Employer will provide appropriate training material for the employee's use, on the employee's own time, to pre-qualify. A test will be offered to determine qualification when needed.

## **SECTION 5 – PART-TIME SHIFT BIDDING**

(A) Job openings within a Center will be posted for bid to employees within the classification.

(B) The posted job will state the classification of work, the hours and days. It will remain posted for bid for seven (7) working days and will then be awarded to the successful bidder and placed into effect on the first Monday following the posting period.

(C) The opening will be filled from those qualified employees bidding for the position in seniority order.

(D) The job selection procedure shall be limited to three (3) moves. Two (2) will be filled by bid and the third (3rd) will be filled by the Employer.

(E) If no one within the classification bids the open position such position will be filled from the pool bid of employees that allows part-time employees to move to a higher rated classification.

(F) In the pre-load operation no more than ten percent (10%) of the pre-loaders will be allowed to change their classification in any month by seniority as provided above.

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. If they fail to do so, the matter will be immediately referred to the United Parcel Service Representative or his/her designee and the Southern Region of Teamsters Representative or his/her designee, to resolve the matter.

## **SECTION 6 – PART-TIME LAY-OFF PROCEDURE**

The following rules will govern the displacement of a junior seniority part-time employee by a senior part-time employee who is laid off:

1. The layoff must be permanent actually exceeding one (1) week.
2. The laid off employee may displace any junior part-time employee in the building. This procedure will be limited to four (4) moves with the Employer filling the fourth (4<sup>th</sup>).
3. The laid off employee must be qualified to perform the work.
4. The employee must return to his/her original position when work is available.
5. The employees may take layoff instead of displacing a junior employee, until their job returns, such selection shall be made in writing prior to the end of the one (1) week layoff.

## **SECTION 7 – PART TIME COVER DRIVER**

The Employer will post a Temporary Cover Driver (TCD) trainee list and will state the number of employees needed for this training. No new list will be posted until the number on the original list has been satisfied.

(A) Seniority part-time employees may work as coverage drivers as replacements of full-time employees only to cover vacation and/or absences. They may cover vacations in excess of those filled by full-time vacation coverage drivers and may fill absences in excess of those covered by full-time unassigned employees. No coverage drivers may be used if full-time employees are on layoff. Part-time



coverage drivers may not be used to supplement the work force, only as temporary replacements.

(B) The rate of pay for part-time coverage work shall be eighty-five percent (85%) of the prevailing package car driver rate of pay.

(C) Part-time employees who perform planned coverage work shall be guaranteed eight (8) hours of work. If a part-time coverage driver is covering for a regular driver who is unable to complete his/her scheduled day, the coverage driver shall receive pay for the actual hours worked. Part-time coverage drivers shall be entitled to overtime pay for all hours worked in excess of eight (8) hours in one day and/or forty (40) hours in one (1) week. The overtime rate will be determined by the job being performed when the overtime occurs.

(D) Part-time cover drivers shall receive all benefits provided for them under the terms of the Labor Agreement, including part-time health and welfare and pension benefits.

(E) Part-time coverage employees who complete a thirty (30) day qualifying period for a coverage position will not have to complete another probationary period if they are a successful bidder for a regular full-time package car position. Additionally, he/she will not suffer a reduction in pay rate.

(F) Once a part-time employee qualifies as a coverage driver they will be assigned to a specific Center for work opportunities. In a multi-center building, if there is more than one (1) opening for a TCD, it will be awarded in seniority order.

1. When it becomes necessary to reduce the number of coverage drivers in a Center, the least senior part-time coverage employee shall be laid off first

2. When work no longer exists in a Center for part-time coverage drivers, they will immediately revert back to their regular part-time job with all part-time seniority.

3. Part-time coverage employees shall continue to accrue part-time seniority and shall have the right to bid on available part-time jobs.

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

(H) Should a part-time coverage driver work one hundred and fifty-six (156) reports as a coverage driver in a calendar year then that employee will be eligible for full-time vacation and option at his/her part-time cover driver's rate of pay the following year. Once a TCD has upgraded to a full time position, their reports as a TCD and as a full time employee, in that calendar year, will be counted as full time reports to determine their vacation/option entitlements for the upcoming year.

(I) The use of part-time coverage drivers shall not be used to circumvent the terms of the contract nor to avoid the hiring of full-time package car drivers in a Center. If there is a claimed abuse the Company and the Union will meet and review the appropriate records. Violations of this Section will be subject to the grievance procedure.

(J) As of January 1, 2008, for each two hundred (200) reports that an individual TCD is paid in a calendar year, the Employer will add one (1) PCD in that center for each occurrence.

Beginning with the period January 1, 2008, the Employer shall provide to the Local Union a quarterly report and every quarter thereafter indicating the names of the TCD(s) and the number of days worked by the TCD(s).

## **ARTICLE 50 - MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in the Employer's individual operation relating to wages, hours of work, and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. However, in any case, a request for relief from error may be filed in writing with the Southern Region Area Parcel Grievance Committee. The Southern Region Area Parcel Grievance Committee, by majority vote, shall determine whether and in what manner such better terms and/or conditions resulting from such error shall be continued or eliminated.

## **ARTICLE 51 — GRIEVANCE**

### **SECTION 1**

The Union and the Employer agree that there shall be no strikes, lockout, tie-up or legal proceedings without first using all possible means of a settlement provided for in this Agreement, of any controversy which might arise.

The Local Union further agrees that, if employees engage or participate in an unsanctioned strike, stoppage, slowdown of work, picketing or work interference of any form or kind for any reason whatsoever, then the Local Union, upon receiving notice thereof, will, in a good faith effort to terminate such activity, immediately contact the employees involved (strikers, those picketing) and instruct them to return to work at once. The failure of the Local Union to so act after due notice, will be construed to mean that the Local Union sanctioned or condoned the action of the employees.

The Union and its members individually and collectively agree that

if there is any strike, stoppage, slowdown of work, picketing, or work interference of any form or kind, for any reason whatsoever during the term of this Agreement, the Employer may discharge, or otherwise discipline any employee or employees who may participate, instigate, actively support, or give leadership to such activity.

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.

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

In the event of any grievance, complaint, or dispute it shall be handled in the following manner:

1. The employee shall report it to the employee's shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours.
2. Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within fifteen (15) days.
3. If the parties fail to reach a decision or agree upon a settlement in the matter in any Local Union area, it shall be submitted within fifteen (15) days to the Southern Region Area Parcel Grievance Committee.
4. At the request of the Local Union, a monetary grievance settlement will be paid by separate check.

## **SECTION 2 – GRIEVANCE COMMITTEE - S.R.A.P.G.C.**

(A) The S.R.A.P.G.C. shall be composed of United Parcel Service representatives and representatives from each of the Local Unions. The expense incurred by the S.R.A.P.G.C. shall be borne equally by all the Local Unions on a pro-rata basis for the Local Unions hav-

ing cases docketed on the agenda, and United Parcel Service operations which are covered by this Agreement.

(B) In order that the S.R.A.P.G.C. may operate quickly and efficiently, the parties agree that a person, who may or may not be a member of the S.R.A.P.G.C. shall be mutually selected and designated to serve as Secretary. The Secretary, if not a member of S.R.A.P.G.C. shall have no voice in making decisions and shall perform only the duties assigned by the S.R.A.P.G.C. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the S.R.A.P.G.C. to each member of the Committee, the Employer, and Local Unions whose case appears on the agenda. The Secretary shall attend the meetings to prepare and keep the recorded minutes. The Secretary will announce the decisions of cases rendered by the Committee in executive session.

(C) A grievance to be heard by the S.R.A.P.G.C. must be put in writing and submitted to the Secretary within ten (10) days, unless otherwise agreed to before meeting of the Joint Area Grievance Committee. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the S.R.A.P.G.C. within ten (10) days prior to the date of the meeting of the S.R.A.P.G.C. It is agreed that there shall be a maximum of three (3) representatives of the Union and three (3) representatives of United Parcel Service on each panel that hears a case. The members of the panel are to be selected from the overall S.R.A.P.G.C. The decision of the majority of the panel hearing the case shall be binding on all parties. Decisions reached at each step of the grievance procedure including the Supervisor-Steward level shall be final and binding. The S.R.A.P.G.C. or the Arbitrator shall be empowered to determine whether there was good cause for the disciplinary action by the Employer, up to and including discharge.

(D) It is understood and agreed that the United Parcel Service representative and Local Union representative of the S.R.A.P.G.C. representing the United Parcel District or the Local Union involved in a proceeding before the panel will be ineligible to act as a member of the panel during the proceedings.

(E) It is agreed that all grievances pertaining to matters described in this Article must be referred to the S.R.A.P.G.C. or the Deadlock Panel.

### **SECTION 3**

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the S.R.A.P.G.C. and Deadlock Panel, then the grievance shall be submitted to an arbitrator through the Federal Mediation and Conciliation Service by either or both parties within five (5) days. It is agreed that the Arbitrator is empowered to hear and decide the deadlock case even if only one (1) of the parties submits to Arbitration, or, if one (1) of the parties fails to appear at the hearing or to present evidence.

The Arbitrator shall have the authority to apply the terms of this Agreement, and to render a decision on any grievance coming before the Arbitrator, but shall not have the authority to amend or modify this Agreement. The Employer and Union will decide on the use of attorneys to present their cases to the Arbitrator at the time of selection of the Arbitrator. The decision to use attorneys will be at the sole discretion of the Local Union. 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 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 the arbitrator's jurisdiction, the other party shall have the right to take all legal or economic recourse.

### **ARTICLE 52 – DISCHARGE OR SUSPENSION**

(A) 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 Local Union, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of or under the influence of alcoholic beverage or narcotics, including hallucinogens while on duty, carrying or permitting the carrying of drugs or narcotics on his/her person, or equipment, that is prohibited by State or Federal Law (including meal

period), recklessness resulting in a serious accident while on duty, an avoidable runaway accident, failure to report an accident, carrying of unauthorized passengers while on the job, or engaging in unprovoked physical violence on Company property or while on duty.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) working days of said complaint or within ten (10) working days of knowledge of said complaint and shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

(B) Sobriety - Drug Test: The refusal to take a drug and/or alcohol test where there is reasonable cause to believe an employee is under the influence of either illegal drugs and/or alcohol may result in disciplinary action up to and including discharge.

(C) Discharge or suspension must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to said discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated. The S.R.A.P.G.C. and the impartial arbitrator shall have the authority to order full, partial, or no compensation for time lost. The employee and the Union will be provided with a copy of the discharge or suspension letter within ten (10) working days from the day of management's knowledge of the infraction. Appeals from discharge, suspension, or warning notice must be taken within ten (10) working days by written notice. If the employee fails to grieve the discipline as stated above within ten (10) working days from the day they were issued the written discipline notice, the Company will have ten (10) working days to administer the discipline. If the Company fails to administer the discipline within ten (10) working days after the employee was notified as stated above and had failed to file a grievance, the discipline will be null and void.

(D) Each employee has the right to examine his/her Center personnel files upon request on his/her own time and shall receive copies of any documents in their files upon request with the understanding that the employee is responsible for all administrative and copy

expenses. The time spent to review the files will be mutually agreed upon.

## **ARTICLE 53 – UNIFORM**

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

Each seniority employee shall be entitled to a maximum of ten (10) shirts, five (5) of which shall be “winter” shirts, and five (5) of which shall be “summer” shirts. When a shirt becomes worn it will be turned in and replaced by a new shirt.

These shirts will be maintained by the employee.

Effective May 1, 1994, short uniform trousers will be provided as an option for package and tractor-trailers at no cost to the employee. Such shorts may only be worn in compliance with uniform and appearance standards established by the Employer.

Rain gear will be available for those employees assigned to moving vehicles on the Employer’s premises.

The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

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

Rubber boots will be made available for car washers.

Full-time and part-time inside employees who do not meet the public, and who are not required to wear a uniform, will be permitted to wear shorts at work provided said shorts meet the Employer’s



Appearance and Safety Standards. Likewise, full-time and part-time inside employees whose primary job responsibility involves the handling and processing of packages, will be provided with a work apron upon request.

## **ARTICLE 54 – MEAL PERIOD**

(A) The employee shall be entitled to and required to take a meal period of one (1) hour. Failure to take and properly record the required meal period may be cause for disciplinary action.

(B) Meal Period - Inside: The parties are agreed in principle that where practical the meal period will not start before the employee has been on duty three (3) hours or after the employee has been on duty five (5) hours.

(C) Meal Period - Feeder: Feeder drivers shall not be required to take more than thirty (30) minutes of their meal period at any turn point. Feeder drivers will be allowed thirty (30) minutes of their meal period to be taken in route while on the road. Such thirty (30) minutes may be split at the designation of the Employer.

(D) Meal Period - Package: Package drivers will be allowed to take their meal period in no more than three (3) increments at their option provided the entire meal period is taken by the eighth (8th) hour of duty.

(E) Meal Period – Air & Air Combination employees, where practical will complete their meal period by the eighth (8<sup>th</sup>) hour of duty, providing service commitments are not jeopardized. In the event there is an alleged abuse of the meal period, the Company and the Union will meet in an effort to resolve the alleged abuse in an expeditious manner.

## **ARTICLE 55 – EQUIPMENT**

Effective January 1, 1978, all tractor-trailer equipment placed in service shall be equipped with air conditioning. Three years from January 1, 1978, all other tractor-trailer equipment shall be equipped with air conditioning.

## **ARTICLE 56 – PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. No more than two (2) weeks pay shall be held on an employee. In areas where only one (1) week is held, this practice shall continue unless otherwise mutually agreed. The Employer may change from the present one (1) week withheld to two (2) weeks by giving proper notice to the involved employees and the Local Union, and then withhold one (1) additional day each week until the maximum of two (2) weeks is withheld.

The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with a statement of total hours, divided into straight time and overtime, and gross earnings and an itemized statement of all deductions made for any purpose. All checks will be in individual envelopes.

Wages for the properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive his/her vacation or regular check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Next Day Air. Shortages or overages involving more than thirty dollars (\$30) for full-time employees and fifteen dollars (\$15) for part-time employees will be corrected the next workday. All other errors will be corrected on the following weekly paycheck.

All monetary grievance settlements will be satisfied within two (2) weeks of the settlement date where practical.

## **ARTICLE 57 – CALL-IN TIME AND REPORT GUARANTEE**

Full-time seniority employees called to work shall be allowed a reasonable time, without pay, to get to the Center and shall be paid full pay from the time they report or register in as requested. If called and reporting, employees shall be guaranteed eight (8) hours pay. Regular employees shall be guaranteed four (4) hours pay or work in their classification at the applicable overtime rate when called

back to work after completing their regular workday and having left the Company property.

## **ARTICLE 58 – HOURS OF WORK AND OVERTIME**

### **SECTION 1 – HOURS OF WORK AND OVERTIME**

(A) Work Week: The work week shall be five (5) consecutive days of eight (8) hours each or any four (4) days of ten (10) hours each, and the hours of work each day shall be worked in uninterrupted succession. The work week may be changed by the Employer from one to the other as operating conditions may demand, provided however, that the employee shall receive one (1) week's notice of such contemplated change. The Employer may bid one (1) employee per Center to a work week of any five (5) out of seven (7) days. Such employee will be notified no later than the end of the shift as to his/her next work schedule or day off.

(B) Overtime: For employees assigned to five (5) eight (8) hour days, time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. For employees assigned to four (4) ten (10) hour days, time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day.

All on-call/cover board feeder drivers who do not have a weekly scheduled run will work on a five (5) day, of eight (8) hours, week. (i.e.) All runs pulled in a week where an on-call/cover board driver chooses his/her work on a daily basis the driver will be paid eight (8) hours straight time and all over eight (8) hours would be paid at the overtime rate. The on-call drivers who choose a weekly run that may be vacant due to vacations, options or illness etc., would be paid based on the weekly schedule he/she works, such as a schedule of five (5) eight (8) hour days or four (4) ten (10) hour days.

Any employee who works on the sixth (6th) report shall be paid time and one-half (1-1/2) the straight time hourly rate for all work performed on that day. Any employee who works on the seventh

(7th) report shall be paid double (2) the straight time hourly rate for all work performed on that day.

An employee who is on a four (4) ten (10) hour day schedule and works on the fifth (5th) and/or sixth (6th) report may, at the option of the Employer, be scheduled for a minimum of eight (8) hours on such reports.

(C) Guarantee: There will be a weekly guarantee in each Center as follows: In each classification in each Center the most senior ninety percent (90%) of employees called or put to work on the first full work day shall be afforded the opportunity of working forty (40) hours of straight time work during the week.

The guarantee shall not apply:

1. To an employee who fails to work a scheduled workday during the workweek, or is suspended or discharged for just cause.
2. When there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, snow storm or Acts of God, and these conditions cause a curtailment of all or part of an Employer's operation.
3. To the weeks of Christmas and New Years.

In the event an employee has a bona fide medical or dental appointment, the employee will, where possible, be allowed to work hours only to avoid losing an entire day's pay. The employee must furnish proof of said appointment.

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

## **SECTION 2 – OVERTIME APPLICATION**

It is understood that no time shall be subject to the application of more than one (1) overtime provision.

## **SECTION 3 – COMPENSATION FOR WORK IN DIFFERENT CLASSIFICATIONS**

An employee may be required to work in more than one (1) job classification within any workday, but shall be compensated at the rate applicable to the highest rated classification for all work performed during that day. In order to qualify, an employee shall work a minimum of one (1) hour in the higher classification. This provision shall not apply to the occasional spotting or shifting of equipment at the operating Center. When an employee is requested to work in the lower rated classification, he/she shall receive his/her regular rate of pay for all such lower-rated work performed.

Feeder drivers irrespective of domicile, shall work as directed, including but not limited to loading, unloading and sorting as directed in any operating location of the Employer.

## **SECTION 4 – TIME OFF AFTER 8 HOURS**

An employee requesting to be relieved of duty after eight (8) hours of work shall submit the request in writing on a form provided by the Employer giving at least forty-eight (48) hours notice prior to the requested date excluding Saturday, Sundays and Holidays. The Employer shall approve or disapprove the request in writing on the form submitted by the employee and the same shall be returned to the employee at least twenty-four (24) hours after receipt thereof. It is understood that a request made more than seven (7) days in advance will be subject to seniority and a senior employee will be given first consideration. Failure to make a request in writing shall void a request to be off and failure to approve or disapprove in writing shall constitute approval of the request. It is agreed that the Employer shall determine the reasonableness of a request, but approval shall not be unreasonably withheld.

# **ARTICLE 59 – WAGES**

## **SECTION 1 – FULL-TIME WAGE INCREASES**

All full-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 the 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)

## **SECTION 2 – FULL-TIME WAGE PROGRESSION**

See Article 41, Section 2 for Full-Time Wage Progression.

## **SECTION 3 – FULL-TIME INSIDE WAGE PROGRESSION**

See Article 41, Section 3 for Full-Time Inside Wage Progression.

**EFFECTIVE RATE INCREASES**  
**8/1/08 AND 2/1/09**  
**DOES NOT INCLUDE NEGOTIATED COLA INCREASES**

<b>CLASSIFICATION</b>	<b>8/1/08</b>	<b>2/1/09</b>
Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs	28.54	28.89
Tractor-Trailer Drivers, alone or in combination w/above	28.64	28.99
Tractor-Trailer Doubles - less than 40'	29.09	29.44
Tractor-Trailer Doubles - 40' or more	29.44	29.79
Inside Sorters - Full-time	28.54	28.89
Loader/Unloader, Belt Man - Full-time	28.29	28.64
Car Washers - Full-time	27.63	27.98
Shifter, Full-time - Yard	27.73	28.08
Shifter, Full-time - Road Qualified	28.64	28.99
Porters - Full-time	27.63	27.98
Automotive & Maintenance Mechanics		
Class (A)	28.75	29.10
Class (B)	28.61	28.96
Partsman (A)	28.54	28.89
Partsman (B)	28.34	28.69
Automotive Mechanic - Part-time in		
Single Center Operation	28.81	29.16
Driver Helper - Hired prior to 7/5/82	26.76	27.11
Primary Part-time Sorter - Hired Prior to 7/5/82	27.01	27.36
Part-time Employee - Hired prior to 7/5/82	26.76	27.11

Package car drivers who pull a trailer (TP-60) will receive ten cents (.10) per hour above their normal hourly rate for the entire day.

**EFFECTIVE RATE INCREASES**  
**8/1/09 AND 2/1/10**  
**DOES NOT INCLUDE NEGOTIATED COLA INCREASES**

<b>CLASSIFICATION</b>	<b>8/1/09</b>	<b>2/1/10</b>
Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs	29.265	29.64
Tractor-Trailer Drivers, alone or in combination w/above	29.365	29.74
Tractor-Trailer Doubles - less than 40'	29.815	30.19
Tractor-Trailer Doubles - 40' or more	30.165	30.54
Inside Sorters - Full-time	29.265	29.64
Loader/Unloader, Belt Man - Full-time	29.015	29.39
Car Washers - Full-time	28.355	28.73
Shifter, Full-time - Yard	28.455	28.83
Shifter, Full-time - Road Qualified	29.365	29.74
Porters - Full-time	28.355	28.73
Automotive & Maintenance Mechanics		
Class (A)	29.475	29.85
Class (B)	29.335	29.71
Partsman (A)	29.265	29.64
Partsman (B)	29.065	29.44
Automotive Mechanic - Part-time in		
Single Center Operation	29.535	29.91
Driver Helper - Hired prior to 7/5/82	27.485	27.86
Primary Part-time Sorter - Hired Prior to 7/5/82	27.735	28.11
Part-time Employee - Hired prior to 7/5/82	27.485	27.86

Package car drivers who pull a trailer (TP-60) will receive ten cents (.10) per hour above their normal hourly rate for the entire day.



**EFFECTIVE RATE INCREASES  
8/1/10 AND 2/1/11  
DOES NOT INCLUDE NEGOTIATED COLA INCREASES**

<b>CLASSIFICATION</b>	<b>8/1/10</b>	<b>2/1/11</b>
Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs	30.015	30.39
Tractor-Trailer Drivers, alone or in combination w/above	30.115	30.49
Tractor-Trailer Doubles - less than 40'	30.565	30.94
Tractor-Trailer Doubles - 40' or more	30.915	31.29
Inside Sorters - Full-time	30.015	30.39
Loader/Unloader, Belt Man - Full-time	29.765	30.14
Car Washers - Full-time	29.105	29.48
Shifter, Full-time - Yard	29.205	29.58
Shifter, Full-time - Road Qualified	30.115	30.49
Porters - Full-time	29.105	29.48
Automotive & Maintenance Mechanics		
Class (A)	30.225	30.60
Class (B)	30.085	30.46
Partsman (A)	30.015	30.39
Partsman (B)	29.815	30.19
Automotive Mechanic - Part-time in Single Center Operation	30.285	30.66
Driver Helper - Hired prior to 7/5/82	28.235	28.61
Primary Part-time Sorter - Hired Prior to 7/5/82	28.485	28.86
Part-time Employee - Hired prior to 7/5/82	28.235	28.61

Package car drivers who pull a trailer (TP-60) will receive ten cents (.10) per hour above their normal hourly rate for the entire day.

**EFFECTIVE RATE INCREASES  
8/1/11 AND 2/1/12  
DOES NOT INCLUDE NEGOTIATED COLA INCREASES**

<b>CLASSIFICATION</b>	<b>8/1/11</b>	<b>2/1/12</b>
Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs	30.815	31.24
Tractor-Trailer Drivers, alone or in combination w/above	30.915	31.34
Tractor-Trailer Doubles - less than 40'	31.365	31.79
Tractor-Trailer Doubles - 40' or more	31.715	32.14
Inside Sorters - Full-time	30.815	31.24
Loader/Unloader, Belt Man - Full-time	30.565	30.99
Car Washers - Full-time	29.905	30.33
Shifter, Full-time - Yard	30.005	30.43
Shifter, Full-time - Road Qualified	30.915	31.34
Porters - Full-time	29.905	30.33
Automotive & Maintenance Mechanics		
Class (A)	31.025	31.45
Class (B)	30.885	31.31
Partsman (A)	30.815	31.24
Partsman (B)	30.615	31.04
Automotive Mechanic - Part-time in Single Center Operation	31.085	31.51
Driver Helper - Hired prior to 7/5/82	29.035	29.46
Primary Part-time Sorter - Hired Prior to 7/5/82	29.285	29.71
Part-time Employee - Hired prior to 7/5/82	29.035	29.46

Package car drivers who pull a trailer (TP-60) will receive ten cents (.10) per hour above their normal hourly rate for the entire day.

**EFFECTIVE RATE INCREASES  
8/1/12 AND 2/1/13  
DOES NOT INCLUDE NEGOTIATED COLA INCREASES**

<b>CLASSIFICATION</b>	<b>8/1/12</b>	<b>2/1/13</b>
Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs	31.715	32.19
Tractor-Trailer Drivers, alone or in combination w/above	31.815	32.29
Tractor-Trailer Doubles - less than 40'	32.265	32.74
Tractor-Trailer Doubles - 40' or more	32.615	33.09
Inside Sorters - Full-time	31.715	32.19
Loader/Unloader, Belt Man - Full-time	31.465	31.94
Car Washers - Full-time	30.805	31.28
Shifter, Full-time - Yard	30.905	31.38
Shifter, Full-time - Road Qualified	31.815	32.29
Porters - Full-time	30.805	31.28
Automotive & Maintenance Mechanics		
Class (A)	31.925	32.40
Class (B)	31.785	32.26
Partsman (A)	31.715	32.19
Partsman (B)	31.515	31.99
Automotive Mechanic - Part-time in Single Center Operation	31.985	32.46
Driver Helper - Hired prior to 7/5/82	29.935	30.41
Primary Part-time Sorter - Hired Prior to 7/5/82	30.185	30.66
Part-time Employee - Hired prior to 7/5/82	29.935	30.41

Package car drivers who pull a trailer (TP-60) will receive ten cents (.10) per hour above their normal hourly rate for the entire day.

## **PART-TIME EMPLOYEES**

### **(a) Present 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 shall 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 were 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:

<b>Hourly Rate</b>	<b>Pre-loader Sorter</b>	<b>All Others</b>
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.

Part-time employees hired prior to July 2, 1982 shall be red circled at their current rates of pay and shall receive contractual wage increases as stated in (a) above.

Driver Helpers Only (Oct.- Dec.) ..... \$ 8.50 per hour

Inspection lane employees and shifters shall receive twenty-five cents (.25) per hour over and above the "All Other" pay rate based on their seniority when successfully bidding to these positions and shall receive all negotiated increases. Inspection lane employees may not work beyond the end of their fourth (4th) hour.

## **ARTICLE 60 – HOLIDAYS**

### **SECTION 1 – HOLIDAYS**

(A) The following named holidays, or the days observed as such, shall be recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and New Year's Eve Day, provided the employees comply with the qualifications set forth hereinafter. One of the qualifications is that seniority employees must complete the regularly scheduled work day which immediately precedes or follows the Holiday, except in cases of proven illness, or unless the absence is mutually agreed to. Newly hired part-time employees are not entitled to holiday pay for named holidays and personal holiday falling within the first year of their employment. Full-time seniority employees shall receive eight (8) hours straight time pay or ten (10) hours straight time pay for those employees on a work week of four (4) ten (10) hour days and part-time employees shall receive four (4) hours straight time pay for the above designated Holidays though not worked. Employees with a four (4) ten (10) scheduled work week will receive eight (8) hours holiday pay for holidays that fall outside of their scheduled work week.

(B) Personal Holidays: All seniority employees shall receive one (1) personal holiday each calendar year.

Personal Holidays shall be awarded by seniority in the order requested within each classification in each Center and the following procedure shall apply: Any employee desiring a personal Holiday will make a request in writing on a form furnished by the Employer. Such a request must be submitted no later than the start of his/her shift on the seventh (7th) calendar day preceding the day requested. A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the next working day. If an employee is required by the Employer to work on an approved Personal Holiday, the employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked. In the event of layoff, full-time seniority employees shall be eligible for Holiday pay provided the Holiday falls within five (5) working days from the effective date of layoff.

(C) Effective each calendar year, all seniority employees, excluding part-time employees hired after August 1, 2002 shall be entitled to seven (7) days by combining two (2) personal holidays with the equivalent of five (5) days sick leave. Part-time employees hired after August 1, 2002 will be entitled to this benefit after being employed three (3) full calendar years and having worked one hundred and fifty-six (156) reports the prior year. In order for a seniority employee to be eligible for this benefit, he/she must have been employed one full calendar year and have worked one hundred fifty-six (156) reports during his/her prior calendar year. As a result of changing from contract year to calendar year no employee may gain nor lose option benefits. An employee must select from the following schedule:

OPTION 1: Five (5) consecutive days off Monday through Friday with fifty-eight (58) hours pay for full-time employees and twenty-nine (29) hours pay for part-time employees during the vacation period.

OPTION 2: Seven (7) days extra pay, fifty-eight (58) hours for full-time employees and twenty-nine (29) hours pay for part-time employees with no time off. This pay may be taken at Christmas or such other time as the employee may request.

OPTION 3: An employee may elect to take the seven (7) days in one

(1) day increments. These days will be paid for the first seven (7) days that the employee does not work each calendar year. Any unused days will be paid for at the end of the calendar year.

An employee must be on the active payroll to qualify for the option benefit when it comes due. In September of each year, each employee who will be eligible shall indicate which of the options he/she elects to choose. If Option 1 is selected, the employee shall indicate after selecting his/her vacation, the five (5) consecutive days off he/she desires.

On the payday immediately preceding the period the employee has elected to exercise his/her option, he/she shall be paid on the basis as previously outlined in the optional his/her then current hourly rate.

## **SECTION 2**

When a holiday falls during the regular vacation of an employee entitled to holiday pay, he/she shall receive an extra day's pay for such holiday.

Pay for unworked holidays shall not be used in computing overtime pay in the regular workweek. Time worked in excess of thirty-two (32) hours in any week which a holiday occurs shall be paid for at the rate of time and one-half (1-1/2) where the holiday falls within the employee's scheduled workweek, and such overtime shall be paid after thirty (30) hours for those employees on a workweek of four (4) ten (10) hour days. Time and one-half (1-1/2) shall be paid after the fortieth (40th) hour, where the holiday falls outside the employee's scheduled workweek. When any of the above-mentioned holidays falls on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid at the holiday rate.

## **SECTION 3**

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

## **SECTION 4**

Except as otherwise provided in this Agreement, seniority employees required to work on any of the above named holidays shall receive double the regular hourly rate for all hours worked with a guarantee of eight (8) hours for full-time employees, or ten (10) for employees on a work week of four (4) ten (10) hour days.

## **SECTION 5**

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

## **SECTION 6**

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

## **ARTICLE 61 – VACATIONS**

Each employee who meets the eligibility rules herein set forth shall be entitled to a vacation with pay as follows:

One ( 1 ) Year .....	One (1) Week
Two (2) Years .....	Two (2) Weeks
Ten (10) Years .....	Three (3) Weeks
Fifteen (15) Years .....	Four (4) Weeks
Twenty (20) Years .....	Five (5) Weeks
Twenty-Five (25) Years .....	Six (6) Weeks

(A) To be eligible for employees' full vacation during the first (1st) calendar year in which the employee was employed, an employee must have worked one hundred and fifty-six (156) reports, but need not to have been employed for the full calendar year. If the employee worked less than one hundred and fifty-six (156) reports during this calendar year, but did attain seniority, the employee's vacation shall be pro-rated by earning one (1) day of vacation for each forty



(40) reports, and taken after the employee has been employed one (1) full year.

The employee who attains one hundred and fifty-six (156) reports during the first calendar year shall enjoy a January 1st date of the calendar year they were employed as a vacation anniversary date for accumulating earned vacation. Employees who do not attain one hundred and fifty-six (156) reports during that year will have a January 1st date of the following calendar year as a vacation anniversary.

(B) During each vacation year, the employee must work one hundred and fifty-six (156) reports to earn their vacation. Computation of one hundred and fifty-six (156) reports shall include paid time off such as vacation, holidays, options, jury duty and funeral leave. Seniority employees who worked less than one hundred and fifty-six (156) reports during the calendar year, will be entitled to a pro-rata vacation day for each forty (40) reports times the weeks of vacation that they are entitled to.

(C) Present employees who have attained seniority prior to July 31, 1990 shall have a January vacation anniversary date of their employment year for the purpose of years of service in computing weeks earned.

(D) With the changes in the Vacation Article of this Agreement, no employee will gain nor lose earned vacation. No employee may earn nor take more than one (1) vacation in any one (1) year.

(E) Any such regular employee with more than one (1) year of service who resigns or whose services are terminated shall receive pay for all vacation time earned and not taken as provided in paragraph (B) above.

(F) If a holiday falls during an employee's vacation, the employee shall be paid an extra day's pay for the holiday in addition to the employee's regular pay.

(G) Vacation selection shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation each week. Vacation schedules, by classification, shall be posted on October 1<sup>st</sup> and remain posted for one (1) month for selection of vacations for the period of January 1<sup>st</sup> through December 31<sup>st</sup>, except for the period of time from the Monday after Thanksgiving to December 25<sup>th</sup>. The employees in the top one-third (1/3<sup>rd</sup>) of the seniority list will select their vacations during the first (1st) ten (10) calendar days of posting. The employees in the second (2<sup>nd</sup>) one-third (1/3<sup>rd</sup>) of the seniority list will select their vacations during the next ten (10) calendar days of posting. The bottom one-third (1/3<sup>rd</sup>) of the seniority list will select their vacations during the remaining ten (10) calendar days of posting.

In lieu of time off, employees, at their discretion, may take the pay for said weeks. However, the employee must notify the Employer during September of each year of this request.

If an employee's scheduled vacation weeks have not been selected within the above time periods, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

Backup feeder drivers who are required to cover feeder vacations and options shall select their vacations from the feeder drivers vacation schedule.

Part-time cover drivers who are required to cover package vacations and options shall select their vacations from the package drivers vacation schedule.

(H) A minimum of fifteen percent (15%) of the eligible employees, by classification, in a center will be scheduled off each week during the months of May, June, July and August. The application of the fifteen percent (15%), by classification, per center will be applied as follows:

<b>No. of Employees</b>	<b>No. of Vacations Per Week</b>
1 - 10 .....	1
11 - 17 .....	2
18 - 23 .....	3
24 - 30 .....	4
31 - 37 .....	5
38 - 43 .....	6
44 - 50 .....	7
51 - 57 .....	8

For the remaining vacation months, the Employer will schedule up to ten percent (10%) per week as follows:

<b>No. of Employees</b>	<b>No. of Vacations Per Week</b>
1 - 20 .....	1
21 - 30 .....	2
31 - 50 .....	3
51 - 100 .....	6
101 - 150 .....	7
151 - 200 .....	8
201 - 250 .....	9

For each additional eligible fifty (50) employees on the seniority list above two hundred and fifty (250), the Employer will add an additional week as is outlined in the above schedule.

(I) On the payday immediately preceding an employee's vacation, the employee shall be paid vacation pay by separate check. Vacation pay shall be calculated on the basis of forty-five (45) straight time hours per week, twenty (20) hours for part-time employees, at their current hourly rate.

(J) The completed vacation schedule shall remain posted in the Center, during the year. A copy of the completed vacation schedule, showing employees on vacation, selling vacation and taking vacation as outlined in (H) above shall be sent to the Local Union by January 1<sup>st</sup> of each calendar year.

## **ARTICLE 62 – BREAKDOWN OR IMPASSABLE HIGHWAYS**

In any instance of breakdown or impassable highway which prevents an employee from proceeding to the employee's destination (or if instructed, from returning to the employee's Center) the employee shall be paid for all time up to the time at which the employee arrives at a place of lodging or other suitable shelter, with overtime payments if appropriate. Once the employee has arrived at a place of lodging or other suitable shelter the employee shall be considered to be relieved from duty and the employee shall remain off duty until the employee's 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, the employee shall be paid for not less than the employee's regular hourly rate for each calendar day so long as the employee is away from the employee's home Center because of a breakdown or impassable highway. The Employer agrees to pay reasonable costs for meals and lodging.

Once an employee has been dispatched he/she shall be paid for all time spent in the service of the Employer until such time as he/she arrives at a place of lodging or suitable shelter. It shall be the employee's responsibility to make all reasonable effort to get to a place of lodging or suitable shelter. Failure by the employee to do so shall relieve the Employer of any pay responsibility other than that provided by the eight (8) hours pay, in each twenty-four (24) hour period rule.

Suitable shelter shall be defined as a place inside with heat, water and toilet facilities. These places must, however, have a place where the employee may sleep with reasonable comfort.

All overtime provisions as set forth in the Agreement shall apply for applicable hours consistent with the breakdown or Impassable Highway language.

## **ARTICLE 63 - REVIEW OF OVERTIME HOURS**

The Employer shall continue its efforts to reduce overtime where

requested. If the review does not indicate that the progress is being made in the reduction of assigned hours of work, the following language shall apply:

(A) It is the policy of the Employer to cooperate with a package car driver who desires to be relieved of overtime, subject to the understanding that such package car driver will complete his/her assignment, and subject to the provisions below.

An employee who desires to be relieved from overtime on a particular day must make a written request in writing on a form furnished by the Employer. Such a request must be submitted no later than the start of his/her shift on the fifth (5<sup>th</sup>) calendar day preceding the day being requested.

A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the employee's next working day. Such requests shall be granted or denied in accordance with the terms of this sub-section. If a request is denied on the above referenced form, the employee shall receive a two (2) hour penalty payment at his/her straight time rate if the request should have been granted at this time based on the criteria set forth in this sub-section. This two (2) hour payment shall also apply if the Employer approves the requests and later informs the employee he/she cannot be relieved of overtime, provided the request continues to meet the criteria set forth in this sub-section.

In addition, if an employee's request is granted but the Employer fails to adjust the driver's dispatch so as to provide an amount of work that can reasonably be completed within eight (8) hours which then causes the driver to work in excess of eight and one-half (8.5) hours to complete his/her route, the driver shall be entitled to a two (2) hour penalty payment at his/her straight time rate. No penalty shall be due if the employee exceeds the eight-and-one-half (8.5) hour threshold as a result of events beyond the Employer's control.

The Center Manager and the Steward shall process such requests based on seniority. The Employer shall allow a minimum of ten percent (10%) of the package car drivers worked in any Center off on a daily basis. No package car driver will be granted more than

two (2) requests per month. It is understood that to accomplish the above the Employer is not obligated to let more than one (1) driver in a loop off at one time. This sub-section applies regardless of whether the driver has opted in or out pursuant to the provisions of sub-section (B) below. Such requests shall not be submitted during the months of November and December.

(B) The Employer shall make a reasonable effort to reduce package car drivers' workdays below 9.5 hours per day where requested. If a review indicates that progress is not being made in the reduction of assigned hours of work, the following language shall apply, except in the months of November and December. Such requests may only be made for the five (5) month periods beginning on each January 1 and June 1 of each year. No later than thirty (30) days prior to each January 1 and June 1, each package center will post a "9.5 opt-in/opt-out list" for the applicable five (5) month period. Each full time seniority driver in the center must make an election to opt-in or opt-out of the 9.5 language in this sub-section no later than ten (10) days prior to the applicable five (5) month period. Those full time drivers who choose to opt-out of the 9.5 language in this sub-section will have no right to file a grievance alleging excessive overtime either under this sub-section or under an excessive overtime provision in the Supplement, Rider or Addendum.

Drivers who choose to opt-in on the 9.5 list shall have the right to file a grievance if the Employer has continually worked a driver more than 9.5 hours per day for any three (3) days in a workweek. If a grievance under this provision (or a grievance under any excessive overtime provision of a Supplement, Rider or Addendum) cannot be resolved at the local level, including Supplemental Panels, where applicable, the Union may docket the grievance to be heard by the "9.5 Committee". This Committee shall be composed of two (2) Union and two (2) Employer representatives. The 9.5 Committee shall have the authority to direct the Employer to adjust the driver's work schedule. Deadlocked cases shall be referred to the Employer's Vice President of Labor Relations and the Co-Chair of the Teamsters United Parcel Service Negotiating Committee for final and binding resolution.

The Employer's Vice President and the Union's Co-Chair shall have

the discretion to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day and/or to order the Employer to adjust the driver's work schedule. In the event the Employer's Vice President and the Union's Co-Chair cannot resolve a grievance, either party may refer the matter to arbitration in accordance with Article 8. In the event the position of the Union is sustained, the arbitrator shall have the authority to impose any remedy set forth in this Section.

The 9.5 Committee shall also have the authority to adopt guidelines to ensure that this Section is implemented in such a way as to balance the Employer's need to protect the integrity of its operations with an employee's legitimate need to avoid excessive overtime.

## **ARTICLE 64 – TIME OFF UNPAID**

When time off is available it shall be offered in seniority order by classification as long as it does not result in economic cost to the Employer.

## **ARTICLE 65 – 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 66 - MANAGEMENT - EMPLOYEE RELATIONS**

### **SECTION 1**

The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass, coerce or overly supervise any employee in the performance of his or her duties. The Employer will treat employees with dignity and respect at all times, which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.

## **SECTION 2**

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel. No driver will be scheduled for more than one (1) day's ride per year with more than one (1) member of management on the car. Such day will not be used for disciplinary purposes. The sole reason for two (2) management employees on the car is for supervisory training. If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.

During scheduled safety training for feeder drivers the supervisor will only drive for demonstration purposes and this will not exceed one (1) hour per workday.

## **SECTION 3**

Any alleged violation of this Article shall be subject to the applicable grievance procedure. Where an employee has submitted a grievance regarding an excessive number of rides, no member of management shall ride with that employee unless and until the local level hearing is concluded, provided such hearing is held within five (5) working days. If the Union has a legitimate reason for not being available within the five (5) working days, the period will be extended up to a total of ten (10) working days.

## **ARTICLE 67 – APPRENTICESHIP AGREEMENT**

It is agreed that the established United Parcel Service Apprentice Mechanic and Maintenance Program may be used under the terms of this Agreement. Prior to the initiation of this Program the Employer and the Local Union will meet with the Southern Region Negotiating Committee for approval. Qualified part-time employees will be given first (1<sup>st</sup>) opportunity to fill these positions.

## **ARTICLE 68 — HEALTH AND WELFARE FULL-TIME EMPLOYEES**

The Employer's contribution increases to the Central States Southeast and Southwest Areas Health and Welfare Fund (CSH&W Fund) shall be increased to twenty-two dollars (\$22.00) per week



effective August 1, 2008 and fourteen dollars (\$14.00) effective each August 1 thereafter during the life of this agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate health and welfare trust agreements necessary for the administration of such fund, and to designate the Employer Trustee 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. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period 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, such contributions shall not be paid for a period of more than twelve (12) months.

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

There shall be no deductions from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Employers presently making payments to the Central States, Southeast, and Southwest Areas Health and Welfare Funds and Employers who may subsequently begin to make payments to such

funds, shall continue to make such payments for the life of this Agreement.

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

## **PART-TIME EMPLOYEES**

(a) Effective January 1, 2008 Health and Welfare coverage for all part-time employees on the payroll at that time and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide healthcare plan, namely, the UPS National Health Plan for Part-time Employees. (A copy of the Summary Plan Description will be provided.) Features of the Plan will include a prescription card. This paragraph shall supersede any provisions on the same subject in any Supplement, Rider or Addendum, including those Supplemental provisions which require part-time benefits to be equal to or the same as full time medical benefits.

(b) Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual health care coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and spousal or dependent coverage will be made available to these part-time employees eighteen (18) months after their initial date of employment.

## **ARTICLE 69 – PENSION**

### **SECTION 1 – JOINTLY TRUSTEE UPS/IBT FULL TIME PENSION FUND**

The following provisions pertain to the UPS/IBT Full-Time

Employee Pension Plan (hereinafter “UPS/IBT Plan”) to be created for employees who under the prior Agreement participated in the Central States Southeast and Southwest Areas Pension Fund (“CS Plan”) and for future employees who have participated in the CS Plan absent this Agreement who have one (1) hour of service in Covered Employment on or after January 1, 2008.

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

(2) The benefit formula for current or future full time employees who are participants in the UPS/IBT Plan will be set forth below for each year of future service (hours worked in Covered Employment on or after the effective date) up to a maximum of thirty-five (35) years of Credited Service (such limitation is only applicable to service pensions). This benefit is unreduced if payable at Normal Retirement Age (age 65) and 5 years of vesting service or at age 62 with twenty (20) years of credited service. Benefit payments may begin as early as Early Retirement Age (age 50 with 5 years of vesting service) and are reduced 6% per year for each year and partial year prior to Normal Retirement Age. There shall be no reduction or change in the level of benefits described herein unless negotiated and agreed to by the Union.

<u>Calendar Year Beginning</u>	<u>Monthly Benefit</u>
January 1, 2008	\$132.00
January 1, 2009	\$132.00
January 1, 2010	\$135.50
January 1, 2011	\$147.00
January 1, 2012	\$158.50
January 1, 2013	\$170.00

(3) Eligible employees become participants on the first day of the month coincident with or immediately following the date the

employee completes one (1) year of service with 750 hours of service (upon becoming a participant, service credit will accrue beginning with the very first hour of service that had been performed when the participant began working in Covered Employment). Employees already participants in the CS Plan at the date this Plan is established will be immediately eligible to participate in the UPS/IBT Plan. No benefits are payable unless the participant has at least five (5) years of vesting credit or has reached Normal Retirement Age while an employee. One (1) year of vesting credit is earned for each calendar year in which the participant works 750 or more hours. The Employer will grant vesting credit for those employees employed by the Employer before the effective date of the UPS/IBT Plan based on the employment records of the Employer or records of the CS Plan.

(4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e. one (1) month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit for the service pensions only, full-time employees will receive one (1) week of service credit if he has one (1) hour of service in Covered Employment in that week. For service pension only, if an employee has 0-19 weeks of service credit, he shall not receive any service credit for that calendar year. If he has 20-39 weeks of service credit, the amount of credit for that year will be equal to a fraction the numerator of which is the number of weeks of credit and the denominator is 40. If the employee has 40 weeks of service credit for the calendar year, he shall receive one (1) year of service credit.

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

(6) In addition to the normal benefit provided in paragraph (2) above, there shall be a service benefit payable after twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of full time service. There is a twenty (20) year benefit for anyone who has reached age 50 and the amount will vary based on the person's age.

There is a twenty-five (25) year service retirement benefit for anyone who has twenty-five (25) years of service regardless of age, which shall be \$2,000 per month if less than age 57 when benefits commence and \$2,500 per month if at least 57 when benefits commence. The benefit for the thirty (30) year service retirement shall be \$3,000 per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years of service retirement shall be \$3,500 per month regardless of the age of the retiring employee. The Plan Document shall specify the amounts for the twenty (20) year service pension, eligibility criteria and how the benefits are calculated.

<u>Years of Service Pension Credit</u>	<u>Age</u>	<u>Monthly Service Pension</u>
35 Years	Any Age	\$3,500
30 or More Years	Any Age	\$3,000 plus \$100/yr of service for years over 30 up to \$3,500
25 Years	Any Age Up To 57	\$2,000
25 Years	57 or Older	\$2,500 plus \$100/yr of service for years over 25 up to \$3,500 maximum

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

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

(8) The UPS/IBT Plan will be governed by the terms of the Plan Document and Trust Agreement, both of which are incorporated herein by reference. Any claims for benefits are subject to resolu-

tion solely through the UPS/IBT Plan administrative claims process.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall ensure that the employee is credited with up to 190 hours of pension credit or four (4) weeks of service pension credit (depending on the absence). If an employee is injured on the job, the Employer shall ensure that the employee receives pension credit until such employee returns to work; however, such pension credit shall not exceed 1801 hours of service or 40 weeks of service pension credit (depending on the length of the absence).

## **SECTION 2**

Effective January 1, 1977, 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. Effective August 1, 2002 the Company and Union agree that the part-time employees covered under the United Parcel Service Plan will receive the following improvement to the plan.

(1) The UPS Pension Plan covering only part-time employees working in areas where part-time employees are not covered by Teamsters Pension Plans, will be improved to provide monthly benefits for a part-time employee with seven hundred and fifty (750) paid hours of credit service per year.

The total monthly service pension benefit will be equal to the following provided the employee meets the credit service requirements:

\$1,925.00 for retirement at any age after 35 years of credited service.

\$1,650.00 for retirement at any age after 30 years of credited service.

\$1,375.00 for retirement at age 60 with 25 years of credited service.

\$1,125.00 for retirement at any age with 25 years of credited service.

The monthly benefit formula under the UPS Pension Plan will be listed in Article 34 Section 1 (g) (i) of the National Master United Parcel Service Agreement.

\$55.00 times part-time Credited Service years subject to a maximum 35 years service limit.

The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for the purpose of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60.00) for each year of future Credited Service to a maximum of thirty-five (35) years of Credited Service. If a participant is in Covered Employment on August 1, 2008 he/she shall receive the sixty dollar (\$60.00) benefit formula for the entire 2008 plan year.

(2) Part-Time Employees will receive one (1) year of Credited Service for 750 or more paid hours. Six months of Part-Time Credited Service will be granted for 375 to 500 hours worked in a calendar year, and 9 months of part-time Credited Service will be granted for 501 to 749 hours worked in a calendar year.

(3) The Employer will be responsible for funding the UPS Pension Plan as required to provide the benefits.

## **ARTICLE 70 – MECHANICS**

Mechanical department employees shall have classification seniority within their Center and applications and provisions for seniority shall be as stated below.

### **SECTION 1 – STARTING TIMES**

(A) Full-time mechanics, in the order of their seniority within their classification and by Center, shall have the right to select their starting times semi-annually from the schedule posted by the Employer.

(B) Starting times for these employees shall be posted on the first (1st) Monday in February and August and shall remain posted for one (1) week before bidding.

(C) The schedule of starting times shall become effective by the first (1st) Monday of March and September, unless otherwise mutually agreed.

(D) When posting starting times, a description of the job will be given (HTD, Packages, Trailer, etc.) and the job will be awarded to the senior bidding mechanic provided that he/she is qualified to perform the work. However, no mechanic shall be displaced if it will result in his/her being laid off because of lack of qualifications.

(E) If a mechanic start time is changed by more than one (1) hour, the start time will be posted for bid on the first (1<sup>st</sup>) Monday after the change and the successful bidder will start on the first (1<sup>st</sup>) work day the following week provided he/she is qualified to perform the work. There shall be two (2) moves, and the Employer will fill the second (2<sup>nd</sup>) opening.

## **SECTION 2 – OVERTIME**

Mechanics overtime assignments will be offered by seniority to qualified employees within the classification. The completion of work already started even though it extends into overtime is excluded from this provision.

## **SECTION 3 – TOOL INSURANCE**

(A) The Employer shall be responsible for replacing mechanics personal tools, which he/she is required by the Employer to furnish for himself, if such personal tools are lost due to proven theft by forced entry, by fire, or the Act of God, while being used or stored on Company property. The Employer will not be responsible for tools lost by the mechanic due to his/her carelessness or neglect. The Employer's liability shall not, however, exceed the actual replacement cost of the tools stolen. Mechanics shall cooperate in safeguarding their personal tools.

(B) For mechanics to be covered under this Article it is understood that each mechanic must furnish the Employer with a complete inventory of his/her personal tools, subject to verification by the Employer and must keep such inventory current. The Employer will



give the mechanic a written acknowledgment of the inventory submitted, with a copy to the Local Union.

(C) Automotive and maintenance mechanics will receive a tool allowance of three-hundred dollars (\$300.00) per year for the life of the agreement. The allowance shall be paid the first pay period in December of each year.

## **SECTION 4 – LAYOFF**

Automotive and maintenance mechanics that suffer a layoff that exceeds seven (7) working days in their current position must displace two (2) part-time employees if the work is available. The affected employee will be paid the rate of pay for the job performed based on his/her seniority for the entire time he/she is on layoff.

The employee must return to his/her position when the work becomes available.

An employee may elect to take a layoff versus displacing part-time employees.

## **ARTICLE 71 – GUARD SHACK PROCEDURE**

The Employer will meet with the Local Union to discuss and review Guard Shack Procedures where possible at least thirty (30) days prior to implementation.

If there are any unresolved issue(s), the Labor Manager and the Local Union will meet with the Employer and Union Co-Chairs of the S.R.A.P.G.C. in an attempt to resolve the procedures.

## **ARTICLE 72 – SOUTHERN REGION TRAINING AGREEMENT**

This agreement will be supplemental to the National Training Agreement dated April 16, 1996, and shall apply to all areas of the Southern Region Supplemental Agreement of the National Master UPS Teamster Agreement.

1. To be eligible to bid, the employee must be currently perform-

ing in that classification, and have at least six (6) months experience; have an acceptable safety record for the previous twelve (12) months; and driver trainers must meet the same criteria as a new hire. Successful bidding employees will be certified following completion of the Employer's training program.

2. Full-time and part-time trainers will bid in their current classification and be awarded by seniority. It is understood that the qualified trainers will be used to train employees within the trainer's regular job classification, and in other classifications by seniority when no other trainers are available.

3. During the implementation of this training program, existing trainers will continue no later than July 19, 1996, unless their seniority entitles them to hold the position, or unless an extension is mutually agreed to by the S.R.A.P.G.C. Negotiating Committee. After this initial bidding procedure, additional trainers will be bid by seniority on an as needed basis.

4. When more than one training assignment is available, seniority will be considered when making assignments.

5. Any employee who bids and is awarded a training position, he/she shall remain a trainer until such time the employee notifies the Company in writing of his/her desire to disqualify him/herself. Once removed from the training program the employee must wait one (1) year from the date of disqualification before reentry. Reentry will be allowed on an as needed bid basis and that employee will be recertified.

6. An employee disqualified by the Employer after certification will remain disqualified in accordance with the grievance procedure as outlined in the National Training Agreement. No employee will be disqualified by the Employer without the prior involvement of the District Labor Relations Manager.

7. The individual must complete a minimum of one hour of training to be eligible for the premium pay, and such employee will receive the premium pay for all hours worked in that classification for that day.

8. All disputes concerning this Southern Region Training Agreement will be submitted immediately in writing to the Secretary of the S.R.A.P.G.C. to be heard for resolution by the S.R.A.P.G.C. Negotiating Committee at the next regularly scheduled meeting. Failure to reach a resolution, the dispute shall be submitted to the National Training Committee.

9. Temporary Cover Drivers will not be used to replace trainers.

10. When a trainer is not involved in training duties, he/she will be allowed to perform his/her normal job.

11. In operations where both full-time and part-time employees work in the same classification, when full-time trainers are available, and part-time training assignments are available during their shift, the full-time trainer's seniority will be recognized first.

12. On days an employee is involved in training that provides less hours than the average paid day for the previous week worked on his/her regular primary job, the following will apply. Upon his/her request, the trainer will be assigned work by the Employer up to that average paid day.

## **LETTER OF AGREEMENT FOR CLERKS REPRESENTED BY LOCAL UNION 519**

It is agreed that the clerical employees who were transferred from the jurisdictions of Local Unions 856 and 688 to a Johnson City, Tennessee facility within the jurisdiction of Local Union 519 will be "red circled" with respect to the wages and fringe benefits they received at their former locations. In all other respects, the Southern Region Area Parcel Supplemental Agreement shall apply. These employees will receive the general wage increases as specified in the National Master United Parcel Agreement. None of these employees will be laid off so long as there is any non-bargaining unit clerk performing their work.

## **MEMORANDUM OF UNDERSTANDING**

The parties agree that the February 6, 1995 Local 767 "Part-Time Driver Helper" Addenda is null and void.

The parties agree that the current part-time driver helper position shall be combined with other work, not to include air work, to create full-time positions. There will be a cap of seventy (70) jobs in combination with helper work. After combining the current part-time helper positions, there shall be no more such combination full-time jobs created in Local Union 767. The creation of the full-time job combinations shall be completed within six (6) months of the effective date of the contract. Local Union 767 and the Company shall meet and agree on the appropriate bidding procedures. Should the Company create full-time driver helper positions, the employees shall be paid in accordance with the Full-Time Driver Helper classification as provided for in Article 59 of the Southern Region Agreement.

The Company shall not hire part-time driver helpers in Local Union 767 except during peak season (October-December). In addition, the Company may use part-time helpers during certain periods to accommodate service to the Convention Center, in the same manner as has previously been the practice, providing the Local Union is notified.

The full-time jobs created will count toward the Article 22, Section 3 obligation. Employees bidding into these positions, other than full-time driver helpers, shall be paid in accordance with Article 41, Section 3.

**NEGOTIATING COMMITTEE FOR THE  
SOUTHERN REGION SUPPLEMENTAL  
AGREEMENT**

**UNION**

Kenneth W. Wood, Co-Chairman  
Leticia Acosta  
Robert Duncan  
Clay Jeffries  
Thor Johnson  
Tim McDonald  
Tim Nichols  
Rolando Pina  
Brian Rothman  
John Shorts  
Mike Stapleton  
Donnie West

**COMPANY**

Brian McCabe, Co-Chairman  
Jerry Gordanier  
Sharon Ring  
Mike Dennis  
Sue Dunphy  
Matt Hoffman  
Pete Keane  
Matt Webb  
Jennifer Villareal

**LETTER OF UNDERSTANDING**  
**ARTICLE 10**  
**July 10, 2007**

This "LETTER OF UNDERSTANDING" is entered into by the parties to establish the maximum amount of time the Company has to start payroll deductions as outlined in an Article 10 case.

The parties will not start any payroll deductions under Article 10 until the grievance procedure has been invoked and concluded or, once the employee has agreed to a payroll deduction(s) or, if the employee fails to file a grievance ten (10) working days from the date they are notified of the request for restitution.

Once one (1) of the above-mentioned situations has occurred, the Company has up to thirty (30) days to start payroll deductions; if they fail to start payroll deductions within the thirty (30) days, the Company forfeits its right to any future deductions on that particular case.

**LETTER OF UNDERSTANDING**  
**ARTICLE 22, SECTION 3**  
**July 10, 2007**

This "LETTER OF UNDERSTANDING" is entered into by the parties to establish the correct rate of pay for a part-time employee who has bid into an Article 22, Section 3 job, is currently in progression, and they are a backup feeder driver.

The parties have agreed that their rate of pay, when performing feeder work, will be eighty-five percent (85%) of the appropriate feeder rate of pay.

The parties also have agreed that the above-mentioned employee will receive this feeder rate of pay for the first thirty (30) months while they are performing backup feeder work.

In addition, the parties have agreed that after the thirtieth (30<sup>th</sup>) month, the employee will receive the established feeder rate of pay for their backup feeder work as outlined in Article 59 and will have satisfied their six (6) month requirement as outlined in Article 41 if they bid into a driving position at a later date.

**LETTER OF UNDERSTANDING**  
**ARTICLE 40**  
**January 14, 2005**

The Co-Chairs have met on this issue and it has been agreed upon that the correct rate of pay for the affected employee after six (6) months of layoff from that segment of their Article 40 Air/Inside work will be paid as outlined in Article 40, Section 6 if their inside work has been eliminated, or Article 41, Section 3, if their air work has been eliminated.



**LETTER OF UNDERSTANDING**  
**ARTICLE 49, SECTION 7**  
**Temporary Cover Drivers Rate of Pay**

This "LETTER OF UNDERSTANDING" is entered into by the parties for the sole purpose of establishing the rate of pay for a part-time employee who has qualified as a Temporary Cover Driver (TCD) as outlined in Article 49, Section 7, and bids into an Article 22, Section 3 job classification as outlined in Article 48, Section 10(A), then subsequently bids into the Package Car Driver (PDC) classification will maintain their TCD rate of pay (85% of the current rate of pay of a PDC) while in progression under the following conditions.

A. If at the time of being awarded a PDC position and the employees current Article 22, Section 3 job has driving duties as outlined in Article 48, Section 10(A).

or

B. If at the time of being awarded a PDC position and the employees current Article 22, Section 3 position has non-driving duties and they have been in that position for six (6) months or less they will maintain their TCD rate of pay.

This "LETTER OF UNDERSTANDING" has no effect nor changes the negotiated language in Article 41, Section 2, as to when the employee is at the current top rate of pay.

This "LETTER OF UNDERSTANDING" will resolve Case No. 2004-07-024, Local 480 vs. the Tennessee District, Nitsche and Moore and all other outstanding grievances deadlocked to this issue and future decisions pertaining to this issue.

In addition, if a part-time employee is promoted into any full-time classification and was not a temporary cover driver, their part-time rate will be red-circled until the calculated progression exceeds that rate even if they bid into another full-time classification within the first six (6) months.

**LETTER OF UNDERSTANDING**  
**ARTICLE 52**  
**January 31, 2008**

This "LETTER OF UNDERSTANDING" is entered into by the Parties on the interpretation and application for the time requirement in the issuances of discipline by the employer and/or the filing of a grievance by an employee.

"Working Days", for the purpose of issuance of discipline by the employer and the filing of a grievance for that discipline by an employee is defined as follows; "Working Days" are to be defined as all days that the employee is at work.

In addition, if the employee has been discharged as an off the payroll discharge, then that employee's ten (10) calendar days would start from the time of the discharge.

**LETTER OF UNDERSTANDING  
ARTICLE 60, SECTION 1(C)  
HOLIDAYS  
September 28, 2007**

This "LETTER OF UNDERSTANDING" is entered into by the parties to establish that Article 60, Section 1(C), "OPTION 3" will be used for sick days and/or personal days. Issues relating to the interpretation of this language shall be submitted to the Union and Company Co-Chairs of the S.R.A.P.G.C. for immediate resolution

**LETTER OF UNDERSTANDING**  
**ARTICLE 60, SECTION 2**  
**HOLIDAYS**

Article 60, Section 2, HOLIDAYS, addresses unworked hours for the purpose of computing overtime pay in the regular workweek when a holiday is observed in that week.

The language states that time worked in excess of thirty-two (32) hours in any week when a holiday occurs shall be paid for at the rate of time and one-half (1 1/2) when the holiday falls within the employee's workweek and such overtime shall be paid for in excess of thirty (30) hours for those employees on a workweek of four (4), ten (10) hour days.

The language is silent on a workweek where two (2) holidays are observed. It has always been the intent and the practice under the Southern Region Supplemental Agreement to recognize time worked in excess of twenty-four (24) straight time hours on five (5), eight (8) hour days, or twenty (20) straight time hours on four (4), ten (10) hour days, in any week where two (2) holidays occur shall be paid at time and one-half (1 1/2).

This letter will serve as a "LETTER OF UNDERSTANDING" on the intent and application of this language as to how time and one-half (1 1/2) will be paid if one (1) or two (2) holidays are observed in a workweek.

## **LETTER OF UNDERSTANDING ARTICLE 60, SECTION 5**

The parties enter into this "LETTER OF UNDERSTANDING" on March 7, 2007, to clarify the intent and application of Article 60, Section 5. When the Employer intends to invoke this language to either advance or delay an Employee's holiday, the day to be observed may be the day before or after their holiday or any day during their scheduled workweek with the understanding the day that will be advanced or delayed cannot be to another recognized holiday.

**LETTER OF UNDERSTANDING**  
**ARTICLES 60 & 61**  
**Vacation/Option Hours of Entitlement**

Part-time employees bidding into a full time classification will be entitled to the following hours of their vacation/option hours on January 1<sup>st</sup> of the first year they become a full time employee.

Total possible reports per calendar year – 260 reports.

a. Obtains 156 reports on the first year of upgrade will be entitled to 45 hours for each week earned, plus 58 hours for option week.

b. Obtains 117 – 155 (75%) reports on first year of upgrade will be entitled to 33.75 hours for each week earned, plus 43.5 hours for option week.

c. Obtains 78 – 116 (50%) reports on first year of upgrade will be entitled to 22.5 hours for each week earned, plus 29 hours for option week.

d. 39 – 77 reports on first year of upgrade will be entitled to 20 hours for each week earned, plus 29 hours for option week

Full time employees will be paid at their current rate of pay for vacation and option week hours.

This “LETTER OF UNDERSTANDING” will resolve Case No. 2001-07-330, Local 516 vs. the Oklahoma District, Teamsters Local 516 and all other outstanding grievances deadlocked to this issue and all future decisions pertaining to this issue.



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



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

