

# Louisville 89 Rider Supplemental Tentative Agreement

For the Period Upon Ratification through July 31, 2013

*covering:*

The parties reserve the right to correct inadvertent errors and omissions.  
Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

### PREAMBLE

The purpose of the Agreement is in the mutual interest of the Employer and of the employees, to provide for the operation of the services of the Employer under methods which will further, to the fullest extent possible, the safety and the efficiency of the operation, and the continuation of employment under proper compensation and reasonable working conditions. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees, to cooperate both individually and collectively for the advancement of that purpose. This Agreement continues to be recognized as an "existing Agreement" in accordance with applicable National Master Article language.

Where applicable, all other provisions of the National Master, including the duration and relevant provisions of the Central Region of Teamsters Supplemental Agreement shall apply to Air Operations employees.

### ARTICLE II - WORK WEEK

#### Section A.

The work week for Air District employees shall be Sunday through Saturday and consist of any five (5) consecutive days in a seven (7) day period, except during December, and during any week in conjunction with the celebration of a holiday recognized by this Agreement. The work week for part-time employees hired after July 31, 2000, and for full-time employees hired after July 31, 1997 will consist of any combination up to five (5) days in a seven (7) day period. Work performed on an employee's sixth (6<sup>th</sup>) day will be paid at time and one-half, and work performed on an employee's seventh (7<sup>th</sup>) day will be paid at double time.

Employees who work a four (4) day, ten (10) hour shift work-

week will receive time-and-one-half for work performed on their fifth (5<sup>th</sup>) workday and double time for work performed on their sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) workdays.

Overtime and double-time will only be paid during the established work week

**The normal workday for 2<sup>nd</sup> Day employees shall have start times between 6:00 a.m. and 5:59 p.m. The normal workday for 1Day employees shall have start times between 6:00 p.m. and 5:59 a.m. and shall be considered the sort date.**

### ARTICLE III – WORK ASSIGNMENTS

#### Section A.

For the purposes of daily assignments, employees will work from one of the twenty-six (26) lists below, which will be separately maintained for full-time and part-time.

- Next Day Air Hub
- Second Day Air Hub
- Next Day Air Marshalling
- Second Day Air Marshalling
- Dolly Repair
- AM Housekeeping
- PM Housekeeping
- AMDC
- Utility Repair
- Next Day Air International
- Second Day Air International
- Import
- Next Day Air Cargo
- Second Day Air Cargo
- Next Day Air Shift

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Second Day Air Shift  
 Next Day Air Fueling  
 Second Day Air Fueling  
 Next Day Air Wing A, B, C, etc.  
 Second Day Air Wing A, B, C, etc.  
 Next Day Air Ramp 1, 2, 3, etc.  
 Second Day Air Ramp 1, 2, 3, etc.  
 Porter/Helper  
 H2K Core  
 Belt Maintenance, Belt Maintenance Part-time (not to exceed 15% number of full-time)  
 Ground Support Mechanic Part-time (not to exceed 15 % number of full-time)

New equipment or technological change shall be covered under Article 6 Sections 3 and 4 of the National Master Agreement as applicable.

### Section B.

Excluding Peak Season (November-December), prime vacation (May-August), and Section F of this Article, part-time employees with one (1) year or more seniority will be allowed to move from part-time job to part-time job on a minimum of 50 percent of available openings, by seniority and written request, to be limited to two (2) moves per year. Six (6) hour jobs will only be filled by current part-time employees from the existing six (6) hour transfer lists and not hired from the outside. If the employee is awarded a position and does not accept the position, it will count as an awarded-transfer in reference to the above stated two (2) moves per year. Employees will be allowed five working days to disqualify after assignment to a new position.

The Company shall fill the following part-time jobs: Marshalling, Fueling, PSC, Inbound ramp, AM Housekeeping, GSE Pre-trip, and ULD Control from the existing transfer lists. If the position is not filled after being offered to at least five (5) employees, the Company may fill the position from the outside.

### Section C.

Daily extra work, including overtime, shall be offered in seniority order within the lists and work area to those who are qualified, present, and available. If not enough employees volunteer to stay, employees will be required to work in reverse order of seniority.

Double shift opportunities, of less than eight (8) hours, will be open to full-time Combination employees, by company seniority. These employees shall have a three (3) hour guarantee. Provided that an employee completes their bid workweek, the first day of work outside the bid workweek will be paid at the rate of time and one half and every day thereafter shall be paid at the double time rate. In addition, daily double shifts shall be offered by company seniority. Employees will be put to work according to the agreed to double shift guidelines dated 9/28/04. Overtime

and double time will only be paid during the established workweek.

The above language shall not apply to AMDC, GSE or Belt Maintenance.

### Section D.

The Company agrees to a one time opportunity for 10% within each mandatory group to be exempt from de-ice. The 10% will be determined by seniority. The offering of this one time opportunity will take place after the current (2007, 2008) deice season is concluded. It is understood that all future vacancies within the mandatory groups will be required to de-ice as part of their bid.

## ARTICLE IV- FULL-TIME POSITIONS

### Section B.

The employee awarded the driving job must complete a thirty (30) working day training period. Employees who fail to qualify will return to their previous job and will not be considered for driving for at least one (1) year. An employee who fails to qualify on their second (2<sup>nd</sup>) attempt, shall not be allowed to bid for another three (3) years. Employees who disqualify themselves on their first (1<sup>st</sup>) attempt will not be allowed to bid for ~~eighteen (18) months~~ two (2) years. Air operation employees successfully transferring to a driving job in the Kentucky district will be considered as a newly-hired, full-time employee and will be added to the appropriate seniority list. Their seniority date shall be in accordance with the Central Conference of Teamsters Supplemental Agreement.

### Section D

#### Add

If a bid job is vacated, the company will bid the job as it was bid previously, except for legitimate operational needs. The company maintains the right to determine whether the job needs to be filled.

### Section F. – Displaced Employees

~~Employees voluntarily bumping outside their classification shall bump the most junior person in the new classification they elect to bump into.~~ In the event an employee becomes displaced because of the elimination of their job, the following will be the manner in which they may exercise seniority: the displaced employee may take the job of a person with less seniority. If two (2) employees are on the same bid job the most junior employee will be bumped. Seniority shall then be honored for premium start time. This will constitute the original move. Thereafter two (2) more moves, if needed, will be allowed. After the original move and two (2) others, the displaced employee must displace the most junior person of all classifications.

Elimination of job shall be defined as moving the start

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time more than two (2) hours or changing work week, or when a job changes by 50% or more. It is understood that the 50 % provision does not apply to full-time combination jobs.

### Section G.

Commencing with the first (1<sup>st</sup>) full-time opening in the Louisville utility classification after January 1, 1989, the Employer will make available one (1) out of every two (2) full-time utility openings to Air District ~~part-time~~ employees on the basis of qualification. If two (2) or more applicants meet the qualification, the most senior ~~part-time~~ employee of those being considered shall be given the first (1<sup>st</sup>) opportunity. The Air District ~~part-time~~ employee accepting the utility position shall retain seniority in the Local 89 classification until they gain seniority in the Local 2727 utility classification, employees shall have seniority rights in their previous Local 89 classification.

## ARTICLE V – HEALTH AND WELFARE

### Section A.

~~The Employer will provide coverage for part time employees equal in benefits to the full time employees in their area. There shall not, however, be any duplication of health and welfare coverage for part time employees. In situations where an employee's spouse has coverage available through their employer, a coordination of benefit will be provided for spousal related claims only as a secondary carrier coverage. Coordination coverage for dependent children will be handled in accordance with the "birthday rule." Dental and vision coverage shall be effective six (6) months from the employee's seniority date.~~

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

### Section B.

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

Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual health

coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and spousal or dependant coverage will be made available to these part-time employees eighteen (18) months after their initial date of employment.

### Section C.

Part-time employees hired after July 2, 1982 shall receive one-half (1/2) of the full-time employees sick and accident and life insurance benefits. The Central States Plan shall be used as the guideline. Presently, one-half (1/2) of the Sick and Accident benefits will be one hundred twenty-five dollars (\$125) and one-half (1/2) of the life benefit will be (\$20,000.00) plus twenty thousand dollars (\$20,000.00) accidental death benefit. Employees working another job shall not receive sick and accident benefits.

### Section D.

Notwithstanding any provisions in the National Master Agreement or Central States Supplement, holiday pay will be provided to part-time employees, hired after August 1, 2002, beginning nine (9) months after their seniority date. Part-time employees hired after August 1, 2008 will receive holidays, personal days and option days provided by this Supplement no earlier than after one (1) year of active employment. This provision supersedes any provision on the same subject in this Supplement or any Rider, or Addendum to the extent the provision makes holidays, personal days or option days available earlier than after one (1) year of service.

## ARTICLE VI – VACATION

### Section E.

Each regular part-time employee shall have the option to designate one (1) week of their regularly earned vacation, excluding the option week, to be taken in segments of one (1) day at a time. In addition, at the time of vacation selection, employees may elect to accept pay in lieu of time off for all but one week of earned vacation.

1. Designation of a week to be taken in one (1) day segments\* will be made at the time of the vacation selection period of November 15<sup>th</sup> through March 1.
2. Selection of days of this vacation must be made in writing on an Employer approved form to the immediate supervisor in the first (1<sup>st</sup>) full week of any month, and in no event shall the request be less than eight (8) working days in advance of the vacation event. Full weeks shall supersede single days.

### Section F.

3. A minimum of fifteen percent (15%) of the employees in each work group will be allowed to be scheduled off each day of the week during the months of May, June, July, and

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August. For the remaining months, a minimum of 10 percent (10%) of the employees by work group will be allowed to be scheduled off (in accordance with the designated vacation period). An employee may request the use of a single vacation day or option day in which they have accrued, up to **the start time of** the day of request as long as the Company is below the percentage of people off in accordance with this paragraph.

7. Vacation for the period ~~December 26<sup>th</sup> to March 1<sup>st</sup>~~, shall be selected by December 15<sup>th</sup>. ~~The balance of the vacation selection shall be completed by March 1<sup>st</sup>.~~ If all earned vacation weeks have not been selected or designated in the time allotted, the open weeks will be assigned by seniority to the eligible employees. **Employees with 3 weeks or more earned vacation may designate vacation to be given on a first come, first served basis provided the employee gives 3 weeks notice, and provided the vacation time is available. There shall be no penalty pay associated with this selection.**

### Section H.

The Employer has the right to hire vacation replacements. Vacation replacements hired in May, June, July, and August shall not gain seniority unless they have worked after Labor Day. It is understood that the Company will notify the Local Union when it intends to implement the vacation replacement language. Employees hired ~~prior to Labor Day 1997~~ **after April 30, 1997** will have their date of hire as their seniority date after meeting all pre-seniority requirements. **This provision will not lead to the changing of any seniority dates from April 1997 to present, except in cases of inadvertent errors, in accordance with the provision in Article 3, Section 4 of the CRT/UPS Supplement addressing the protesting of seniority date accuracy.**

### Section J (new)

**Cartage employees shall be allowed to take vacation between Monday after Thanksgiving through Christmas up to 15%, provided the Worldport hub is adequately staffed for peak season.**

### Article VIII - Six Hour Jobs

2. **Prior to the expiration of this agreement the Employer shall create an additional one hundred seventy five (175) full-time jobs from part-time work. Fifty (50) of these positions will be bid by October 1, 2008. These jobs shall count toward the Employer's obligation to maintain full-time jobs under Article 22.3 of the NMA.**
13. **Six (6) hour employees shall have bump rights to another six (6) hour or three (3) hour guarantee position if their assigned work days of the week are changed or the job is eliminated. The following will be the manner in which they may exercise seniority: the**

**employee may bump a junior employee from a three (3) hour job or a six (6) hour position. The employee may also take an open six (6) hour position if one exists. If the displaced employee bumps to a three (3) hour position or an open six (6) hour position, this shall end the bump process. The original bump will constitute the original move. Thereafter, two (2) more moves, if needed, will be allowed. After the original move and two (2) others, the final displaced employee must bump to a three (3) hour position, the most junior six (6) hour position, or take the open six (6) hour position if one exists. If the most junior six (6) hour employee is bumped, he/she will become a three (3) hour employee. Employees in the fueling, marshalling and PSC classifications will be limited to moves within their classification. In the event there is no one junior to them, the employee can exercise his/her seniority to displace a junior six (6) hour employee in another six (6) hour classification.**

### Letter of Record

1. **The Employer and the Union agree to establish an Employee Parking and Shuttle Committee. This committee will consist of an equal number of representatives from the Union and UPS. The committee will meet on a quarterly basis to review any issues that arise in the transportation of employees to and from their work area. If the committee is unable to resolve any issues or concerns, the issue or concern will be subject to the grievance procedure. Any grievance not resolved at the state panel level will be submitted to the IBT Director of Parcel and Small Package Division and UPS Vice President of Labor Relations, or their designees, for resolution.**

**Any employee who after badging in at the guard shack, rides the shuttle, if the shuttle is available, and clocks in at their work area, and is late as a result of a shuttle ride time of over 20 minutes, the employee will be paid from their regularly scheduled start time and not charged an occurrence.**

2. **It is understood that the practice of having business agents or stewards attending pre-seniority attainment meetings for the purpose of educating new employees about the Union will continue for the life of this agreement. The Union will be notified one (1) week in advance.**
3. **Full-time and Six (6) Hour employees, along with stewards shall have the right to cell phones in accordance with company policy.**
4. **Within sixty (60) days of ratification, the parties shall meet and reduce to writing any established past practices. Any unresolved issues shall be referred to the**

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### IBT Director of Parcel and Small Package Division and UPS Vice President of Labor Relations.

5. All missort discipline shall be removed if an employee achieves a missort frequency of one per ten thousand (1/10,000) for three (3) months or goes without a missort for three (3) months.
6. AMDC employees shall be able to break up 3 weeks of vacation into single days.
7. All seniority employees shall receive double time pay for work performed on holidays as has been practiced in the Air District.
8. AMDC will recognize holidays as calendar dates.
9. The company will notify the Union if it plans to discontinue or modify Metro College or Earn to Learn.
10. The Company will agree to request from the FAA jump seat privileges for AMDC. The Company will make jump seats available if not prevented by FAA.
11. The company shall be responsible for providing bottled water in the months of June, July, and August for Ramp, Marshalling, Fueling, Grade Lane Shift, and Cartage Shift employees.
12. In the event a new piece of equipment requires a new specialty tool for GSE or Belt Maintenance, the Company agrees to make available such tools for the shop. At the sole discretion of the Employer, the Company may supply such tools for individual mechanics for use for the length of their employment.
13. When combination employees are temporarily moved off his/her job it shall be by total company seniority from those employees qualified and available, in the immediate work area.

Excluding Peak Season( November-December), the Company agrees to continue the practice of honoring a request from full-time hub combination and cartage employees to transfer from one-half of their combination job to another within the managers area, if business conditions allow, provided there is an opening in the requested position. It is understood that this process will not cause a disruption to the operation nor trigger a bump.

### Letter of Understanding

Upon completion of the Worldport expansion, Porter helpers will only inspect the equipment listed below:

Porter/Helper inspections : UNL-05, DWS, VI Beltflow

Conveyor, Rapistan conveyors, Grade lane conveyor, Vertisorter, Transnorm powerturn beads, Posisorter slave 1 and 2 polychains, nosedock daily pretrip, Rapistan powerturn, irreg. straight, IGC Beltflow conveyor (small sort), Small Sort Collector, Small Sort induct, Small Sort primaries, Small Sort secondaries.

Mechanics will continue to inspect all the equipment that they are currently, including the equipment below which are mechanic only inspections.

Mechanic only: Transnorm powerturn (other than bead inspection), Transnorm merge, irreg merge, irreg powerturn, posisorter, nosedock (other than daily pretrip), Portec, High Voltage Electrical Testing, Axxmann merges, Axxmann powerturns, Axxmann gated conveyors, and Axxmann metering conveyor.

When the Worldport expansion is complete, the following equipment will be added to the Mechanic only inspection list.

Additional "mechanic only" after completion of expansion: LOA/UNL 20, Gappex, irreg merges and irreg curves. As part of the Worldport expansion at least 25 mechanic jobs will be created

Amendment to the Cartage LOA

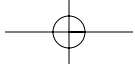
The company agrees to the following amendment to the existing Cartage Letter of Understanding:

If management disqualifies an employee it will not count as a move.

### Memorandum of Understanding

The parties agree that with regard to the issue of the classifications of Ground Support Mechanic, Belt Maintenance, AMDC, Dolly Repair, Container Repair, Utility Repair, and the job of Marshalling Pushback , except as outlined in the 22.3 Letter of Understanding dated 9-03-04, being full-time employees only, that the following will apply:

- The Company and the Union maintain their respective positions on this matter.
- The Company will not add part-time employees to the above mentioned classifications except as noted in Marshalling above for the life of the agreement unless by mutual agreement.



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