

New England Area 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**.

Article 57 – Seniority

Section 2 – Bidding

(A). Biennial Bid

(1). In each location a schedule of all starting times in each classification shall be posted for the bid on the second Monday in February and shall remain posted for two (2) weeks.

Package (Metro) driver starting times shall also include the general area of the route and feeder driver starting times shall also indicate if the assignment is over or under 140 miles.

(2). Full time seniority employees, in the order of their seniority and provided they are qualified for the job selected, shall have the right to select starting times in any classification (except Lead Drivers) from the schedule posted. Except as provided herein, such selection shall be held until the next bid.

(3). Any job vacancies created by retirement, termination, or voluntary resignation, or any other permanent job opening or permanent vacancy between the posting of the schedule shall be posted for all qualified full-time seniority employees in the local unions jurisdiction in conjunction with Local Union practice. The job selection procedures shall be limited to three (3). The bids and such moves shall be completed within 45 days. Should a fourth (4) move result, such move shall be filled by the Employer.

Temporary vacancies created by long-term injury or illness shall be filled by the method agreed to by the Company and the Local Union.

(B). Higher Rated Jobs - Inside to Outside

(1). Between the posting of the schedule, full-time seniority employees, in the order of their seniority and provided they are qualified for the job selected, shall have the right to select a starting time in a classification with a higher hourly rate when a new permanent job opening or vacancy exists in such classification. Any new job in existence for more than thirty (30) days shall be considered a permanent job. Temporary jobs added from October 1 to December 31 shall not be subject to bid. All moves from the bid must be made by June 15th of the year the bidding selection took place. In the event the Employer violates this date, the subsequent bids will be on an annual basis in the local jurisdiction in which the violation took place for the duration of this Agreement.

(2). Between the posting of the schedule, full-time inside seniority employees, in the order of their seniority and provided they are qualified for the job opening, shall have the right to select a starting time in an outside classification. In such cases, the outside classification shall be held until the next bid unless a new permanent job opening or vacancy exists in an outside classification with a higher hourly rate in which event the employees shall have the right to select such openings or vacancies.

(C). Phase-In Procedure

The Company agrees to phase in the changes expeditiously which may result from (A) (1) and (2) above in such a manner as not to disrupt the Company's operations.

(D). When a delivery area is permanently split more than fifty percent (50%), the driver who bid the original route will have the choice of the routes resulting from the split and in this event, his choice shall not be considered as a new bid.

(E). Full-time seniority employees will select a bid job at the time of the bid. If an employee fails to select a bid he shall be

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assigned to a job, and such assignment shall be considered a bid for all purposes.

(F). If a seniority problem arises from a job reassignment *or job opening as outlined in Article 22, Section 4*, within an inside shift, the matter will be referred to the Division Manager and the Local Union Representative for prompt resolution.

Section 4 – Other Applications of Seniority

(I). Employees hired to cover vacations in the months of June, July and August and the first two weeks of September shall not attain seniority. Vacation cover employees will work off the vacation cover list by date of hire in each center. Available work will be granted in accordance with such lists.

(J). Stewards shall be granted super seniority for contract administrative purposes and layoff purposes.

(K). *When an employee is forced off his bid job into another classification, he/she will be returned to their original classification before anyone else (seniority, casual, new hire) is offered work in that classification.*

Section 5 - House Concerns and Acquisitions or Purchases

(A). Where the Employer acquires or has acquired the work or trucks, of any so-called “House Concern”, the employees of said concern shall be confined exclusively to the work they performed while in the employ of said concern. Those employees shall hold seniority on the work of said concern as if they were actually employed by said concern in addition to maintaining a seniority standing on the Employer’s seniority list from the date such employees started to work on Employer’s payroll. If, however, there is no work for said employees on the “House Concern’s” work, the said employees shall work in their proper seniority as of the date of hire by the Employer and on the Employer’s work and shall be governed by the terms of this Agreement. This does not apply to consolidation.

(B). When one company acquires or purchases control of the business of another company, including control by an I.C.C. order, then the employees of the company so acquired or purchased shall be placed at the bottom of the acquiring or purchasing company’s seniority list in the order of their payroll or company seniority with the former company. If the Employer requires additional men he/she shall give preference to the employees of the former company for a period of one hundred fifty (150) working days after the date of purchase.

Article 65 – Feeder

Section 1 – Feeder Drivers Work

(A). Feeder Drivers of the IBT Locals party to this Agreement or any IBT Locals that have Agreements with UPS shall load,

unload and sort as directed in any of the Company’s locations. *The Company agrees to furnish instructors and necessary equipment so as to establish a reasonable bench in each Local Union’s jurisdiction. Any dispute shall be referred to the Co-Chairs of the NEAPGC for resolution. In the event the Co-Chairs cannot resolve the dispute the matter will be referred to the Grievance procedure.*

In the event there is not sufficient instructors or equipment to maintain this bench, the Company may use outside tractor-trailer schools, including those run by various Local Unions. All other conditions shall apply.

(B). Feeder Drivers shall not perform pickup or delivery work within the Operating Center, Subcenter or Hub City or the towns and cities contiguous thereto, except in their Local Union area, unless mutually agreed by the Negotiating Committee.

(C). Feeder Drivers shall deliver and/or pickup trailers at rail yards, airports or any of the Employer’s locations.

Article 67 – Wages and Allowances

Section 5 – Helpers

Section 1

Full-time employees whose work schedule starts between the hours of 5:00 p.m. and 5:00 a.m. shall receive an additional fifteen cents (15 cents) per hour for each hour worked, with the exception of those Feeder Drivers whose Feeder work includes driving more than one hundred and forty (140) miles in one day or employees whose work starts before 12:00 noon.

Section 2

Employees older in service and in the order of their seniority shall be entitled to the work available from Monday to Friday inclusive in the amounts not less than those designated in the Wage Schedule. Should the Employer violate this principle he shall compensate for the earning opportunity lost and at the rates provided herein those employees affected.

Section 3

Any employee working in a higher pay classification for any part of the day shall receive the higher rate of pay for the entire day.

Section 4

No employee shall be required to deadhead for any rate less than his normal rate of pay.

Section 5 – Helpers

Package driver helpers will be used from *the Monday of the week prior to Thanksgiving week* until December 25 of any contract year.

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Such employees shall receive \$9.50 per hour for the life of the Agreement. Helpers when required by the Employer will punch his/*her* own time card at the beginning and end of the work day. Helpers will be paid based on hours worked. Helpers will not be allowed to do any driving work whatsoever.

Helper operating plans will be reviewed with the Local Union.

Current part-time employees used to supplement helper needs will be paid \$11.00 per hour for hours worked.

Article 68 – Health and Welfare**Section 1**

(a) The Health and Welfare Funds which have been established by prior agreement between the Employer and the Union shall be continued in effect without interruption, except as further provided herein.

(b) Commencing with the first day of August, 1993 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, or casual employee irrespective of his status as a member or nonmember of the Local Union from the first hour of employment subject to this Collective Bargaining Agreement as follows.

Health and Welfare contributions will not be made on temporary helpers as defined in Article 67, Section 5.

Article 71 – Mechanics and Maintenance**Section 1 - Wages and Allowances**

(a) All new full time employees in the Journeyman Mechanics, Journeyman Building/Equipment Repairmen Classification will start at seventy-five percent (75%) of the applicable rate in effect on July 31, 2002 which will be used to calculate the progression rate for the life of this Agreement. All others will be paid in accordance with the progression in Article 41, Section 2.

Start	<u>75%</u>
Seniority	<u>85%</u>
Seniority date plus 6 months	<u>95%</u>
Seniority date plus 12 months	Top Rate

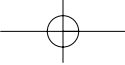
(b) The rate of pay for utility employees will be seventy-five percent (75%) of the prevailing rate of the Partsman Second Class classification. A new utility employee, full-time or part-time, will start at fifty cents (\$.50) per hour less than the above mentioned rate and will receive a twenty-five cent (\$.25) per hour increase when gaining seniority and an additional twenty-five cent (\$.25) per hour after six (6) months of employment.

Section 3 – Tool Replacement

Seniority journeyman employees will be given a three hundred and fifty dollars (\$350.00) tool allowance after taxes. This allowance will be included in the weekly payroll check for the first (1st) full week of January in every calendar year starting January 2009.

Section 6

When more than one facility exists in a local jurisdiction, the employee will have the right to bid in either location regardless of the bid start time.



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