

UNITED PARCEL SERVICE

The Southern Region of Teamsters

Supplemental Tentative Agreement

For the Period Beginning 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 46 – ACQUISITION OF SENIORITY

SECTION 1 and SECTION 2 - N/C

SECTION 2 – SEASONAL EMPLOYEES - N/C

SECTION 3 – SUPERVISORS WORKING

(A) thru (C) N/C

(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 ~~one and one-half times~~ **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 ~~one and one-half times~~ **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 - N/C

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

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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 alternate, 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 reasonable 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 of 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) thru (C) – N/C

(D) Any full time employee, not pre-qualified, who bids and is awarded a change in classifications and who has not previously held that classification must complete a thirty (30) working day qualification period. Any full time employee who bids and is awarded a change in job classification but is disqualified, voluntarily or involuntary, will be precluded for twelve (12) months from the date of the disqualification from bidding to that 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 fulltime 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 effect an employee's rights under Article 14.3.

SECTION 3 thru SECTION 5 - N/C

SECTION 6 - PACKAGE DRIVERS - JOB SELECTION

(A) - N/C

(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, 2003, on March 1, 2005 and on March 1, 2007~~ **March 1st of each odd year of the agreement.** Qualified all package drivers will bid the designated routes in their center during the month of March. 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) - N/C

(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) ~~move.~~ **If no unassigned driver accepts the opening, the employer will assign it to the junior unassigned driver.**

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(E) - N/C

(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 ~~their~~ **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 (3rd) 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 (4th) opening which results from the above procedure. **The procedure to fill the fourth 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) - N/C

(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 ~~other~~ **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 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) AND (K) - N/C

SECTION 7 – FEEDER DRIVERS – JOB SELECTION**First two Paragraphs - N/C**

(A) thru (D) - N/C

(E) Feeder Driver Training Program

1. **The Employer will post a feeder driver trainee list and will state the number 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 as tractor-trailer drivers shall **sign the above list** ~~so notify the Employer.~~ 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. thru 5 - N/C

(F) thru (H) - N/C

SECTION 8 – FULL-TIME EMPLOYEES INSIDE EMPLOYEES - JOB SELECTION - N/C**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 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. ~~In all locations where the Employer implements "satellite" facilities, the Employer shall meet with the affected Local Union(s) and discuss the issues covered by this Article.~~ **Any unresolved issues reflected in Section (c) below, which has been reduced to writing will be resolved pursuant to that section.**

(B) and (C) - N/C

(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

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in the change. ~~It is understood that an Area Regional Representative of the affected Region(s) shall sit on the Joint National Change of Operation Committee. 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 Joint National Change of Operations Committee is unable to resolve the issues, such issues shall be referred to the National Grievance Panel for resolution.~~

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 thru 3 – N/C

(E) thru (H) – N/C

(I) The language contained in section 9(a) shall be applicable to the Employer's 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 Parcel and Small Package Division Director and the Vice-President of labor Relations, 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) N/C

(B) The Employer shall designate starting times and sorts by classification **and there will be a one (1) time bid on March 1st 2010.** ~~There will be a one (1) time bid March 1, 2003.~~ Qualified employees by classification shall bid within their classification by seniority. Employees must be pre-qualified on their own time.

(C) thru (I) - N/C

ARTICLE 49 - PART-TIME EMPLOYEES

SECTION 1 - N/C

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

(A) Part-time seniority employees ~~with one or more years of seniority~~ 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** ~~a period of ninety (90) days~~ 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** ~~the current ninety (90) day period~~ 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 ~~with one (1) year or more years of seniority~~ 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 permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) days.~~ 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. N/C

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 thru 6- N/C

SECTION 3 – PART-TIME RELIEF PERIODS - N/C

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 (2nd) move shall be a classification change. The Employer will fill the third (3rd) 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 following 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 AND SECTION 6 - N/C

SECTION 7 – PART TIME COVER DRIVER

NEW LANGUAGE

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) and (B) - N/C

~~(C) Part time coverage driver will not be used to replace regular full time drivers who have been offered time off by management for Company convenience.~~

~~(D) (C) - and (E) (D) - N/C~~

~~(F) Part time coverage employees when worked to cover absences or vacations will perform work only on the areas bid as unassigned or the area vacated by the absent full time employee.~~

~~(G) (E) - N/C~~

~~(H) (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 thru 3- N/C

~~(I) (G) - N/C~~

~~(H) (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. (The 156 reports in 1997 count for the 1998 vacation period.) **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.**~~

~~(K) (I) - N/C~~

~~(J) **As of January 1st 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 of January 1st 2008, the Employer shall provide to the Local Union a quarterly report and every quarter there after indicating the names of the TCD(s) and the number of days worked by the TCD(s).

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(A) and (B) N/C

(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/received the written discipline notice, the Employer will have ten (10) working days to administer the discipline. If the Employer then fails to administer the discipline with ten (10) working days, the discipline will be null and void.**

(D) N/C

ARTICLE 53 – UNIFORM - N/C**ARTICLE 54 – MEAL PERIOD**

(A) The employee shall be entitled to and required to take a ~~lunch~~ **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 ~~lunch~~ **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 ~~lunch~~ **meal** period at any turn point. Feeder drivers will be allowed thirty (30) minutes of their ~~lunch~~ **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) AND (E) - N/C

**ARTICLE 55 – ARTICLE 56 – ARTICLE 57
and ARTICLE 58 – N/C****ARTICLE 59 – WAGES**

Rates of pay for the following classifications of employees in the Local Union covered by this Supplement shall be as follows:

The rate in effect on July 31, ~~2002~~ **2008**, will be used as the base rate to calculate the progression rate for the life of this Agreement. **Full-time employees, who have completed their wage progression, will receive the following general wage increases:**

<u>8/1/2008 - \$0.35</u>	<u>2/1/2009 - \$0.35</u>
<u>8/1/2009 - \$0.375</u>	<u>2/1/2010 - \$0.375</u>
<u>8/1/2010 - \$0.375</u>	<u>2/1/2011 - \$0.375</u>
<u>8/1/2011 - \$0.425</u>	<u>2/1/2012 - \$0.425</u>
<u>8/1/2012 - \$0.475</u>	<u>2/1/2013 - \$0.475</u>

PART-TIME EMPLOYEES**(a) Present Part-time Employees**

All part-time employees who have attained seniority as of ~~the ratification date~~ **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 year. The wage increases will be as follows:**

<u>8/1/2008 - \$0.35</u>	<u>2/1/2009 - \$0.35</u>
<u>8/1/2009 - \$0.375</u>	<u>2/1/2010 - \$0.375</u>
<u>8/1/2010 - \$0.375</u>	<u>2/1/2011 - \$0.375</u>
<u>8/1/2011 - \$0.425</u>	<u>2/1/2012 - \$0.425</u>
<u>8/1/2012 - \$0.475</u>	<u>2/1/2013 - \$0.475</u>

Part-time employee still in progression on the ~~effective date of this Master Agreement~~ **August 1, 2008** shall receive the above contractual increases and, ~~upon their anniversary dates,~~ will be paid no less than what they were entitled to in accordance with **wage schedules in** Article 22, Section 5 (b). **Between the date of the 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 forward in (b) below shall be applied effective August 1, 2008, of the 2002-2007 Master Agreement.**

(b) Newly Hired Part-time Employees

All Part-Time Employees who are hired or reach seniority after August 1, ~~2002~~ **2008**, will be paid according to the following wage schedules:

Hourly Rate	Pre-loader Sorter	All Others
Start	\$9.50	\$8.50
Start plus ninety (90) calendar days	\$10.00 <u>\$10.50</u>	\$9.00 <u>\$9.50</u>
Seniority plus one (1) year	\$10.50 <u>\$11.00</u>	\$9.50 <u>\$10.00</u>
Seniority plus two (2) years	\$11.00 <u>\$11.50</u>	\$10.00 <u>\$10.50</u>
Seniority plus three (3) years	\$11.50 <u>\$12.00</u>	\$10.50 <u>\$11.00</u>
Seniority plus four (4) years	\$12.25 <u>\$12.87</u>	\$11.25 <u>\$11.87</u>

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(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 on ~~August 1, 2002~~, August 1, ~~2003~~ **2008**, August 1, ~~2004~~ **2009**, August 1, ~~2005~~ **2010**, August 1, ~~2006~~ **2011** and August 1, ~~2007~~ **2012**.

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 – N/C

ARTICLE 61 – VACATIONS

First Section – N/C

(A) thru (G) - N/C

(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:

No. of Employees	No. of Vacations Per Week
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 ~~in operations where there are fifty (50) or less employees on the seniority list. In operations where there are more than fifty (50) employees on the seniority list, the following schedule shall apply for the purposes of the numbers of vacation weeks that will be made available as follows;~~

No. of Employees	No. of Vacations Per Week
<u>1 - 20</u>	<u>1</u>
<u>21 - 30</u>	<u>2</u>
<u>31 - 50</u>	<u>3</u>
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) AND (J) - N/C

ARTICLE 62 – BREAKDOWN OR IMPASSABLE HIGHWAYS - N/C

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. ~~Any package car driver who desires to be relieved from overtime on a particular day or days shall submit a request in writing at least twenty four (24) hours in advance.~~

An employee who desires to be relieved from over time 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 (5th) 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) 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 exceed the eight and one half (8.5) hour threshold as a result of events beyond the Employer's control.

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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 request 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 1st and June 1st, 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 chose 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.**

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 ~~double~~ **triple** time pay for hours worked in excess of 9.5 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 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 – ARTICLE 65 – ARTICLE 66 - ARTICLE 67 – N/C

ARTICLE 68 — HEALTH AND WELFARE

Effective August 1, 2002, the Employer contributions to the Central States, Southeast and Southwest Areas Pension and/or Health and Welfare Plan shall be increased a total of sixty five cents (\$0.65) per hour. Effective August 1, 2003, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2004, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2005, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2006, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2007, the Employer contributions to the Health and Welfare and Pension shall be increased a total of seventy cents (\$0.70) per hour. Allocations shall be determined by the Joint Supplemental Area Negotiating Committee, subject to approval of the Joint National Negotiating Committee.

August 1, 2002	\$0.65 per hour
August 1, 2003	\$0.60 per hour
August 1, 2004	\$0.60 per hour
August 1, 2005	\$0.60 per hour
August 1, 2006	\$0.60 per hour
August 1, 2007	\$0.70 per hour

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

Any dispute in the allocation of Health and Welfare and Pension money shall be determined and/or resolved by the Joint National United Parcel Service Negotiating Committee.

Allocations of the above money shall be determined in accordance with the provisions of Article 34 of the National Master Agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustee

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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 multiemployer 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

The Employer will provide coverage for part time employees equal in benefits to those of the full time employees in their area with the following exceptions:

(1) ~~Weekly accidents, sickness and life insurance benefits~~

~~which shall be one half (1/2) the amount a full time employee would receive.~~

~~(2) Part time employees will qualify for optical benefits (6) months from their seniority date.~~

~~(3) Part time employees will qualify for dental benefits on their first anniversary seniority date. There shall not, however, be any duplication of Health and Welfare coverage for part-time employees.~~

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

(a) 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.

(b) 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.

ARTICLE 69 – PENSION

SECTION 1

Effective August 1, 2002, the Employer contributions to the Central States, Southeast and Southwest Areas Pension and/or Health and Welfare Plan shall be increased a total of sixty five cents (\$0.65) per hour. Effective August 1, 2003, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2004, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2005, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2006, the Employer contributions to the Health and Welfare and Pension shall be increased a total of sixty cents (\$0.60) per hour. Effective August 1, 2007, the Employer contributions to the Health and Welfare and Pension shall be increased a total of seventy cents (\$0.70) per hour. Allocations shall be determined by the Joint Supplemental Area Negotiating Committee, subject to approval of the Joint National Negotiating Committee.

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August 1, 2002	\$0.65 per hour
August 1, 2003	\$0.60 per hour
August 1, 2004	\$0.60 per hour
August 1, 2005	\$0.60 per hour
August 1, 2006	\$0.60 per hour
August 1, 2007	\$0.70 per hour

Any dispute in the allocation of Health and Welfare and Pension money shall be determined and/or resolved by the Joint National United Parcel Service Negotiating Committee.

(I) 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 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 as set forth below for each year of future service (hours worked in Covered Employment on or after the effective date) up to a maximum of thirty five (35) years of Credited Service (such limitation is only 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 of the employee completes one year of service with 750 hours of service (upon becoming a participant, service credit will accrue beginning with the very first hour of service that had been performed when the participant began working in covered Employment). Employees already participants in the CS Plan at the date this plan is established will be immediately eligible to participate in the UPS/IBT Plan. No benefits are payable unless the participant has at least 5 years of vesting credit or has reached Normal Retirement Age while an employee. One year of vesting credit is earned for each calendar year in which the participant works 750 or more hours. The Employer will grant vesting credit for those employees employed by the Employer before the effective date of the UPS/IBT Plan based on the employment records of the Employer or records of the CS Plan.

(4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e., one month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit for the service pensions only, full-time employees will receive one week of service credit if he has one hour of service in Covered Employment in that week. For service pensions 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 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 \$2000 per month if less than age 57 when benefits commence and \$2500 per month if at least 57 when benefits commence. The benefit for the thirty (30) year service retirement shall be \$3000 per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years of service retirement shall be \$3500 per month regardless of the age of the retiring employee. The plan document shall specify the amounts for the 20 year service pension, eligibility criteria and how the benefits are calculated.

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

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

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

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

~~Allocations of the above money shall be determined in accordance with the provisions of Article 34 of the National Master Agreement.~~

~~By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice hereof 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 Pension Fund during the period of absence.

~~There shall be no deductions from equipment rental of owner-operator by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of com-~~

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~~putation of owner driver compensation. Contributions to the Pension 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 Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provision of this paragraph.~~

~~Employers presently making payments to the Central States, Southeast and Southwest Areas Pension Fund, and Employers who may subsequently begin to make payments to such funds, shall continue to make such payments for the life of this Agreement.~~

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.

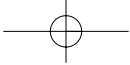
~~For example,~~ The total ~~combined~~ monthly **service pension** benefit will be equal to the following provided the employee meets the credit service requirements:

\$1925.00 for retirement at any age after 35 years of credited service.
 \$1650.00 for retirement at any age after 30 years of credited service.
 \$1375.00 for retirement at age 60 with 25 years of credited service.
 \$1125.00 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



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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.

(4) The improved benefits will become effective as of August 1, 1999.

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ARTICLE 70—ARTICLE 71 – ARTICLE 72 -- N/C

**LETTER OF AGREEMENT FOR CLERKS
REPRESENTED BY LOCAL UNION 519 N/C**

MEMORANDUM OF UNDERSTANDING

The parties agree that the February 6, 1995 Local 767 “Part-Time Driver Helper” Addenda is null and void. N/C

