

ATLANTIC AREA SUPPLEMENTAL TENTATIVE AGREEMENT

For the Period August 1, 2013 through July 31, 2018

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**.

This Supplement to the National Master United Parcel Service Agreement shall apply to all United Parcel Service employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Locals 22, 29, 61, 71, 171, 175, 322, 355, 391, 453, ~~505~~, 509, 639, 697, 822 and 992. Except as provided herein, the provisions of the National Master UPS Agreement shall prevail.

ARTICLE 48 - SENIORITY

Section 3 - Full-Time Inside Jobs

A. A schedule of all starting times within each classification, by center, shall be posted for bid on the first (1st) Monday in April and shall remain posted for three (3) weeks.

The first (1st) week of posting shall be for employees' review. During the second (2nd) and third (3rd) weeks, employees will select jobs in seniority order. A total of ten percent (10%) of the employees will bid each day of the bidding process. Once an employee has bid such employee will not be permitted to change his bid. All employees shall bid on their assigned day; otherwise their selection will be made from the jobs available at the time of -their bid.

All bids will be written and will be posted at one designated point in each building. Upon request, the Company will provide the Union with copies of the completed bid sheets.

Employees in each classification including Article 22, Section 3, full-time inside only, shall, in the order of their seniority, have the right to bid starting times within their own classification from the schedule posted. (For the purposes of clarification, full-time air and full-time air combination employees shall bid from their own seniority list.)

Such bid will be held until the schedule is posted the following April.

Full-time 22.3 bids shall include a start time and shift description including, but not limited to carwash/hub, hub/preload, preload/air, etc.

The schedule of starting times shall become effective by the first Monday in May unless otherwise mutually agreed.

B. In the event of changes in starting times exceeding one (1) hour, employees in those classifications in the order of their overall seniority within the operating center shall be permitted to select such jobs. In the event that no employee within the classification elects to fill the new starting time the least senior employee in that classification will be required to fill the new starting time. In the event an employee elects to select such starting time and this results in a starting time where there is again a spread of over one (1) hour, the same procedure shall be followed.

Starting time changes exceeding one (1) hour in November and December shall not be subject to the job bidding procedure. If the new starting times become permanent they shall be posted for bid during January.

C. During the year between the posting of the schedule, full-time inside seniority employees in order of their seniority shall have the right to move to another shift within the same building when a new permanent full-time job or vacancy occurs. The Employer will fill the third opening which results from the above procedure. The employee shall be limited to one (1) move each year, however, this shall not limit advancement to a higher rated position. In addition, part-time employees successfully bidding on full-time 22.3 jobs shall be pre-

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cluded from bidding to a different 22.3 job until completion of the full-time progression. This restriction shall not apply during the annual bid. This procedure shall also apply to any full-time employee who is hired off the street to fill a 22.3 job. If as a result of the Article 48 bid procedure a 22.2 opening that otherwise would be offered to part-time employees or filled by the Company will first be offered to all eligible employees who hold 22.3 full-time jobs within the building. The opening created by this move will then follow the respective bid language and be filled by part-time employees or by the Company.

All employees, including those who are red circled wage employees, who elect to bid to a lower paying wage classification shall receive the rate of pay for the classification to which they bid.

Those employees who are red circled wage employees will lose the protection of the red circle wage if they bid to a lower paying wage classification.

Should the employee transfer from a job covered under Article 22, Section 2, to another job covered under Article 22, Section 2, the employee will continue to receive the protection as outlined in that Article.

An Article 22, Section 3 full-time employee with a protected wage rate which is higher than the contractual rate shall not lose such protected inside rate as a result of bidding to another Article 22, Section 3 inside job. This protection applies only to the inside portion of their job.

D. The Company will recognize seniority within the full-time work group when it becomes necessary to temporarily move full-time inside and full-time combination employees (who are working the inside portion of their assignment) to another area. Employee must be qualified to perform the work. In no event, may employees displace other employees who have not completed their assignment.

Section 6 - (Package) New Jobs and/or Permanent Vacancies

A. Package drivers shall be given the preference to select in their building, based on seniority, permanent vacancies or when a permanent new area is established. The employee shall be limited to one move each year. In the event of an emergency or possible service delay, the Company may temporarily reassign the driver another area within the center. The vacancy created by this move shall be filled by the Company. After ratification, all employees obtaining a package driver position are required to remain in the classification for two (2) years.

All permanent vacancies and permanent new areas shall be bid by seniority to all package drivers in that building. If not filled or this creates another vacancy, such vacancy shall be bid by seniority in the building including any tractor trailer driver who meets the requirements of this Agreement and has

expressed in writing his desire to bid back to package. The vacancy created by this move shall be filled by the Company. It is agreed by the parties that permanent vacancies, including all package cover drivers, shall be replaced with full-time employees at the time of the vacancy pursuant to the bidding procedure as outlined in this section. When a package driver's bid area is geographically permanently (thirty (30) calendar days) changed by fifty percent (50%) or more, the driver will have the option to choose which portion of the delivery area he will keep, excluding November and December.

During the year between posting of the schedule, Package Pickup and Delivery Drivers in the order of their seniority shall have the right to move to another center within the same building when a new permanent job or vacancy occurs. The Employer will fill the third opening which results from the above procedure. The employee shall be limited to one move each year. The Company will designate training areas in each center, not to exceed fifteen percent (15%) of the total areas in each center. Once a route has been designated and bid as a training route, it will not be changed prior to the next bid.

A permanent job is defined as one that has been in existence for thirty (30) working days, except that all jobs added in November and December shall not be subject to bid. Those jobs if they become permanent, shall be posted for bid during the first week of January.

The Company will award each bid within a maximum of thirty (30) calendar days from the end of the bidding procedure unless otherwise mutually agreed to between the Company and the Local Union.

Employees do not have the right to select any specific unit, load or route, except in Section 5.

B. When a package driver's area is eliminated such employee may displace any junior employee in his classification in his center. The employee displaced by this move may displace any junior employee in his classification in his center. The employee displaced by this move will replace the least senior employee in that classification in the building.

When a package driver's area is temporarily eliminated the affected driver will be allowed to displace the least senior unassigned cover driver or he will be allowed to select in seniority order any unassigned area within the center, provided he is qualified and service will not be disrupted.

C. Excluding November and December, permanent start time changes of one (1) or more hours will be subject to bid by all seniority package drivers in the center. If no driver elects to fill the new start time, then the least senior cover driver must fill the opening.

Employees who lose their package driving jobs by this move, after a layoff of thirty (30) working days within a sixty (60)

working day period, will be allowed to move to a permanent new job or permanent vacancy in that classification in the Local Union area's jurisdiction, within the district before hiring a new employee for that job. An employee will be allowed this move once during the life of the Agreement. This employee will be placed at the bottom of the seniority list of the new building, but will maintain seniority only for benefits. The employee must return to his previous job if it becomes available within six (6) months of the date of layoff. The employee who moves shall be permitted to return to the original building if a permanent job opening becomes available within a three (3) year period from the date of layoff. The opportunity to return will only be offered once. Should employees return under these provisions they shall regain their original full-time seniority date.

This provision shall supersede the present 6 for 1 language.

This provision shall not apply to those employees who have elected not to follow work as outlined in Article 48, Section 11.

Section 7 – Tractor Trailer Bids

A. Twice each year on March 1st and September 1st, all tractor-trailer runs (time and farthest destination) will be posted for bid and will remain posted for three (3) weeks.

The first (1st) week of posting will be for employees' review. During the second (2nd) and third (3rd) weeks, employees will select jobs or pass the bid; however, all bids must be filled. Drivers passing the bid will perform available tractor-trailer work in seniority order. A total of ten percent (10%) of the employees will bid each day of the bid process. Once an employee has bid, such employee will not be permitted to change his bid. All employees shall bid on their assigned day; otherwise their bid will be made from the jobs available at the time of their bid.

The March 1st and September 1st bids in the tractor-trailer center will be subject to bid by all present tractor-trailer drivers on the tractor-trailer seniority list. Runs will be awarded according to seniority and will become effective the first Monday thereafter.

B. When a vacancy or a new permanent job occurs in the Tractor Driver Classification employees in that classification, in the order of their overall seniority within the operation center, shall be permitted to select such job. If this creates another vacancy of a bid tractor-trailer run, employees in that classification, in the order of their seniority within the operation center, shall be permitted to select such job. If accepted, the vacancy created shall be filled from the qualified Tractor Driver List. In the event that no tractor driver presently in that classification or anyone on the qualified list elects to fill the opening, the least senior employee on the qualified Tractor Driver List will be required to fill the opening. This vacancy will be filled by the Employer.

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A permanent job is defined as one that has been in existence for thirty (30) working days, except that all jobs added in November and December shall not be subject to bid. Those jobs, if they become permanent, shall be posted for bid during the first week of January.

All bids will be written and will be posted at one designated point in each building. **The Company shall provide copies of all feeder bids to the Local Union, upon request.**

ARTICLE 49 - GRIEVANCE PROCEDURE

Section 4

(a) The A.A.P.G.C. shall be composed of United Parcel representatives and representatives from each of the Local Union Nos. 22, 29, 61, 71, 171, 175, 322, 355, 391, 453, ~~505~~, 509, 639, 697, 822 and 992. The expense incurred by the A.A.P.G.C. shall be borne equally by all the Local Unions on a pro rata basis for the Local Unions having cases docketed on the agenda and United Parcel operations which are covered by this Agreement.

(b) Except as otherwise provided in the Master Agreement, it is agreed that all grievances pertaining to matters described in this Article must be referred to the A.A.P.G.C. The Atlantic Area Parcel Grievance Committee will meet monthly for a three (3) day period for the purpose of hearing grievances docketed on the agenda. During this three (3) day period the Committee will hear cases in the following order: Discharges, suspensions and regular cases. **Every other month, beginning in January 2014, the Committee will hear an additional day of regular cases. On these months regular cases will be heard on Tuesday and Wednesday unless otherwise mutually agreed by the chairmen.** Upon the request of either chairman and by mutual agreement of both chairmen, the Committee will hear discharge and suspension cases on Tuesday and Wednesday and Thursday, if necessary, in order to clear the docket. In these month(s), the A.A.P.G.C. will run a second panel to hear regular cases on Tuesday, Wednesday and Thursday. Such request will be limited to ~~two (2) times~~ **one (1) time** a year unless otherwise mutually agreed to by both the Company and the Union chairmen.

(c) On discharge and suspension cases only, an impartial arbitrator, one (1) from a panel of three (3), will sit as a fifth (5th) or seventh (7th) panel member of the A.A.P.G.C. and shall render a bench decision on all deadlocked cases. Individual arbitrators are subject to review and dismissal by either party upon 30 days notice and will be replaced. (It is understood by the parties there will be an implementation period.)

ARTICLE 50 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one warning notice of a complaint against

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such employee to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drinking alcoholic beverages during the workday, use or possession of illegal drugs while on duty, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall have no force or effect for a period of more than nine (9) months from the date of said warning notice.

Warning notices or file write-ups beyond the nine (9) month period set forth above will not be considered in the grievance procedure. The above does not prohibit the Company from using prior suspensions, discharges, or prior panel cases during the presentation of cases. All warning notices must be issued within ten (10) days of the Employer's discovery of said infraction. The ten (10) day time limit may be waived by mutual agreement between the Employer and the Union. Language contained in the National Master United Parcel Service Agreement concerning drugs/alcohol and drug/alcohol testing shall apply.

~~Discharge or s~~ Suspension must be by proper written notice, signed by an authorized representative of the Company, ~~sent certified mail and return receipt requested, and sent~~ to the employee ~~and the Union affected.~~ **Discharge must be by proper written notice, signed by an authorized representative of the Company, sent certified mail and return receipt requested, to the employee. The Union will also receive copies of all suspension and discharge notices via mail, or by mutual agreement in electronic format.** If requested at the hearing by the steward, the manager, as a courtesy, will provide another copy of the written notice within a reasonable time from the date of issuance. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The A.A.P.G.C. and the impartial arbitrator shall have the authority to order full, partial or no compensation for time lost.

Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

Suspensions are to be served upon:

1. Employee acceptance of the suspension.
2. Notification of decision of the A.A.P.G.C.
3. Failure of the employee to file a timely grievance.

If an employee is involved in a minor chargeable accident and after a full investigation it is proven beyond a reasonable doubt that the accident was caused by the employee's negligence, the employee shall receive a warning notice, with a copy of said notice to the Local Union.

For the second (2nd) such offense the employee shall receive another warning notice and be subject to a three (3) day suspension with a copy of the warning notice to the Local Union. For the third (3rd) such offense, the employee is subject to discharge.

All employees have the right to examine their Center personal files upon request on their own time and shall receive copies of any documents in the file upon request with the understanding that the employee is responsible for all administrative and copying expenses.

The purpose of an employee's signature on a Company form or file write-up is to ensure nothing is placed into the employee's center file without review by the employee. The employee's signature does not indicate that the employee agrees with the content of the item being placed in his/her file, but does indicate his/her knowledge of the contents.

ARTICLE 52 – PAID FOR TIME

Section 1

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. When the starting time of fifty percent (50%) or more of a shift is to be changed, one week's notice shall be given, except in the event of an act of God. When the starting time of less than fifty percent (50%) of a shift is changed, reasonable notice of 48 hours is to be given. **During November and December, for package and hub operations only, the notification above shall not apply to start time changes of fifteen (15) minutes or less; however for those operations, the affected employees shall be notified prior to the end of their shift the preceding workday.**

ARTICLE 53 - WAGES AND HOURS

Section 1

Classifications	8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	
	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18

Package Pickup and Delivery Drivers, Feeder Drivers	\$28.52	\$28.87	\$29.245	\$29.62	\$29.995	\$30.37	
	<u>\$32.99</u>	<u>33.69</u>	<u>34.39</u>	<u>34.79</u>	<u>35.19</u>	<u>35.69</u>	<u>36.19</u>

Tractor-Trailer Drivers	\$28.62	\$28.97	\$29.345	\$29.72	\$30.095	\$30.47	
	<u>\$33.09</u>	<u>33.79</u>	<u>34.49</u>	<u>34.89</u>	<u>35.29</u>	<u>35.79</u>	<u>36.29</u>

Truck-Truck or Truck-Pup Drivers	\$28.62	\$28.97	\$29.345	\$29.72	\$30.095	\$30.47	
	<u>\$33.09</u>	<u>33.79</u>	<u>34.49</u>	<u>34.89</u>	<u>35.29</u>	<u>35.79</u>	<u>36.29</u>

Preloader-Sorters	\$28.52	\$28.87	\$29.245	\$29.62	\$29.995	\$30.37	
	<u>\$32.99</u>	<u>33.69</u>	<u>34.39</u>	<u>34.79</u>	<u>35.19</u>	<u>35.69</u>	<u>36.19</u>

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Package Handlers	\$27.26	\$27.61	\$27.985	\$28.36	\$28.735	\$29.11
	<u>\$31.73</u>	<u>32.43</u>	<u>33.13</u>	<u>33.53</u>	<u>33.93</u>	<u>34.43</u>

Car Washers	\$27.04	\$27.36	\$27.735	\$28.11	\$28.485	\$28.86
	<u>\$31.48</u>	<u>32.18</u>	<u>32.88</u>	<u>33.28</u>	<u>33.68</u>	<u>34.18</u>

**Classifications
(Cont.)** **8/1/11** **2/1/12** **8/1/12** **2/1/13**

Package Pickup and Delivery Drivers, Feeder Drivers	\$30.795	\$31.22	\$31.695	\$32.17
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Tractor-Trailer Drivers	\$30.895	\$31.32	\$31.795	\$32.27
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Truck-Truck or Truck-Pup Drivers	\$30.895	\$31.32	\$31.795	\$32.27
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Preloader-Sorters	\$30.795	\$31.22	\$31.695	\$32.17
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Package Handlers	\$29.535	\$29.96	\$30.435	\$30.91
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Car Washers	\$29.285	\$29.71	\$30.185	\$30.66
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Full-time employees still in progression on the effective date of the Master Agreement shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 41, Section 2.

Employees pulling doubles will receive sixty cents (\$0.60) per hour over the package driver rate. Employees pulling twin 40's or triple trailers off the property shall receive seventy-five cents (\$0.75) per hour over the package driver rate. Employees pulling "truck pups" will receive twenty-five cents (\$0.25) per hour over the package driver rate.

Package Driver Helper Rate of Pay shall be \$10.50 per hour **for new hires. For all seniority employees hired before August 1, 2013 the rate will be \$11.00 per hour on November 1, 2013, \$11.50 per hour on November 1, 2014, \$12.00 per hour on November 1, 2015 and \$12.50 per hour on November 1, 2016.**

Full and part-time driver helpers may be used between November 1st through December 31st of any calendar year, during periods of weather emergencies or volume peaks and at customer's locations where the customer or another carrier is loading and/or unloading packages, providing the Local Union is contacted to explain the reason for and the expected duration. No tractor-trailer driver will be laid off or displaced from tractor-trailer classification as a result of this. The Company will use part-time employees to fill part-time helper jobs and will not hire part-time helpers off the street until all seniority part-time requests for this work are honored. The

part-time helper work will be awarded in seniority order providing that this work would not interfere with their regular scheduled duties for the work day.

Package driver helper shall be guaranteed three (3) hours per day, provided they report at their helper scheduled start time.

Not more than one (1) helper will work from a vehicle with a driver at any one time. The helper must deliver or pickup packages only in conjunction with the drivers they are assigned to while on duty.

A helper will normally not be required to work a split shift of helper work. There may, however, be occasions when an employee may work more than one (1) shift as a helper in a twenty-four (24) hour period.

If a helper is scheduled to meet a driver and the driver is late at the scheduled meet point, the helper hours will commence from the scheduled time of the meet.

The Company may continue a TAW program pursuant to Article 14, Section 2. **Employees on TAW shall receive their regular hourly rate of pay. Part-time employees on TAW shall be paid \$10.50 per hour, unless their current pay rate is less than \$10.50, in which case they shall receive their current rate of pay. Full-time employees on TAW shall be paid \$16.25 per hour, unless their current pay rate is less than \$16.25, in which case they shall receive their current rate of pay.**

The following wage progression schedule shall cover all full-time employees, except apprentices, hired on or after August 1, 1990. The rate in effect on July 31, 2008 ~~13~~ will be used to calculate the progression rates for the life of this Agreement.

Rate in Effect	
on July 31, 2008 13	
Start	70%
Seniority	75%
Seniority Date Plus one (1) year	80%
Seniority Date plus eighteen (18) months	90%
Seniority Date plus two (2) years	Top Rate

Part-time employees on the payroll as of 7/31/08 ~~13~~ who are subsequently promoted to full-time employment will be paid their current wage rate until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

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

Section 2 - Hours of Work and Overtime

A. The workweek shall be five (5) consecutive days of eight (8) hours each or feeder drivers only may work four (4) days

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of ten (10) hours each and the hours of labor each day shall be worked in uninterrupted succession. The workweek for feeder drivers 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 contemplated change.

By mutual agreement between the parties, the Company may place four (4) ten (10) hour day routes for bid during the bidding process within the package car classification.

The Company will review all four (4) day ten (10) hour runs and those that are improperly put together or not economically feasible will be eliminated. The four/ten (4/10) cover driver (5th driver) will follow the appropriate layoff language.

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. An 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. An employee who works on the seventh (7th) report shall be paid double (2) the straight hourly rate for all work performed on that day. In the above cases, the employee may be guaranteed eight (8) hours or ten (10) hours depending on the schedule of the job performed. The Company agrees to pay time and one half (1-1/2) for Saturday and double time (2) for Sunday work unless it is a normally scheduled work day.

Employees called or assigned to cover for absent employees who are scheduled to work on Saturday or Sunday shall be considered as working on regular assigned shifts on a normally scheduled workday.

B. The Company shall make every effort to reduce overtime where requested. If a review does not indicate that progress is being made in the reduction of assigned hours of work, the following language shall apply:

Employees shall have the right to file a grievance if the Company has continually (means any three (3) days in five (5) consecutively scheduled work days) caused an employee to work over nine (9) hours and forty-five (45) minutes per day.

If the grievance cannot be resolved at the Local Union level, it will be referred directly to the Employer and Union Negotiations Chairmen for settlement. This procedure shall not apply in the peak season of November and December nor in other classifications other than package car driver.

C. When an employee begins work on a particular day and works into the next day, the wage rate shall be the rate in effect at the starting time.

ARTICLE 54 - SUNDAYS AND HOLIDAYS

Section 3 - Sundays

Any employee covered by this Agreement required to work on Sunday shall be paid for such work at the rate of double time, except where the regular schedule extends into Sunday with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour workweek. This shall not apply to employees on regular assigned shifts starting Sunday.

Employees called or assigned to cover for absent employees who are scheduled to work on Saturday or Sunday shall be considered as working on regular assigned shifts on a normally scheduled workday.

ARTICLE 55 - VACATIONS

Section 2

Vacations are to be scheduled any time during the time from December 26 through Thanksgiving week exclusive of the time between the Monday after Thanksgiving through December 25. Employees are to select their vacation period in the order of seniority on a center basis starting with the first full week in November and to be completed in four (4) weeks. Twenty-five percent (25%) of those center employees per week will select; of the twenty-five percent (25%) selecting weekly, twenty percent (20%) will select daily within that week. Employees who have not selected their vacation in seniority order will make their selection from weeks available at the time of their bid. Any employee bidding into a different classification shall retain his/her originally selected vacation period. No employee shall accept vacation pay in lieu of vacation.

The sick day option vacation weeks shall be selected in seniority order from the ten percent (10%) and fifteen percent (15%) schedule after the regular vacation weeks have been selected.

The sick day option week and personal holiday option week taken as vacation will be included in the ten percent (10%) and fifteen percent (15%) vacation schedule. Sick days and personal holidays may be combined to schedule an additional vacation week.

The vacation list shall be made available for selection from November 1st through November 30th of each year and shall contain the following information: employees eligible for vacation, the number of weeks each employee is entitled to and the number of employees who can take a vacation simultaneously.

Vacation pay shall not be less than forty-five (45) hour's pay at the employee's regular rate of pay as set forth in Article 53 or for two (2) year employees, ninety (90) hour's pay, or for

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ten (10) year employees, one hundred thirty-five (135) hour's pay, or for fifteen (15) year employees, one hundred eighty (180) hour's pay, or for twenty (20) year employees, two hundred twenty-five (225) hour's pay, or for twenty-five (25) year employees, two hundred seventy (270) hour's pay except as provided below.

All employees must receive their vacation pay in a separate check before taking vacation. Vacation checks for an employee who is taking a properly scheduled vacation in accordance with Article 55, Section 2 of this Agreement, will be at the operating center on Monday of the week prior to the employee's vacation week and/or weeks. This is to ensure that the employees receive their pay prior to taking their vacation. The employees will be shown their check upon request, but will not receive the check until the regular scheduled pay day. Vacations are to be taken seven (7) consecutive days as of the Employer's pay week, and for two (2) year employees either fourteen (14) consecutive days or two (2) seven (7) day periods, and for ten (10) year employees, either twenty-one (21) consecutive days or three (3) seven (7) day periods, and employees with fifteen (15) year's service shall receive either twenty-eight (28) consecutive days or four (4) seven (7) day periods, and employees with twenty (20) year's service shall receive either thirty-five (35) consecutive days or five (5) seven (7) day periods, and employees with twenty-five (25) year's service shall receive either forty-two (42) consecutive days or six (6) seven (7) day periods. A minimum of fifteen percent (15%) of the employees in a center will be permitted off each week during the months of June, July, August, September, ~~and~~ October **and the first two (2) full weeks of November.**

A minimum of ten percent (10%) of the employees in a center will be permitted off the remainder of the vacation period. The ten percent (10%) and fifteen percent (15%) will be applied per the following example:

Vacation Chart for Ten Percent (10%) Off on Vacation:

Number of Employees	Number Vacations Per Week
1-14	1
15-24	2
25-34	3
35-44	4
45-54	5
55-64	6
65-74	7
75-84	8
85-94	9
95-104	10

Vacation Chart for Fifteen Percent (15%) Off on Vacation:

Number of Employees	Number Vacations Per Week
1-9	1
10-16	2
17-23	3
24-29	4
30-36	5
37-43	6
44-49	7
50-56	8
57-63	9
64-69	10
70-76	11
77-83	12
84-89	13
90-96	14
97-103	15

Employees entitled to four (4) or more weeks of vacation may choose to select one (1) week of their vacation in one (1) day increments and will be compensated at nine (9) hours for full-time employees and four (4) hours for part-time employees. The vacation day shall be selected in seniority order from the five percent (5%) schedule after the regular personal holiday request. At least one (1) vacation day will be permitted in each center each day in addition to the five percent (5%).

The selection procedure contained in Article 54, Section 1 shall apply with the following exception:

The request for the vacation day must be submitted on the seventh (7th) calendar day preceding the day requested.

In the event the above days are not taken by December 31st, they shall be paid at nine (9) hours for full-time employees and four (4) hours for part-time employees at the straight time rate for the unused vacation days.

ARTICLE 59 - BREAKDOWNS AND IMPASSABLE HIGHWAYS

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his destination (or, if instructed, from returning to his Center), the employee shall be paid for all time up to the time at which he arrives at a place of lodging with overtime payments, if appropriate. Once he has arrived at a place of lodging, the employee shall be considered to be relieved from duty and he shall remain off duty until his regular starting time the next day or until called to duty, whichever occurs sooner. If more than one (1) day elapses before the employee is called to duty, he shall be paid not less than the daily minimum guarantee each twenty-four (24) hour period, such period to be measured from the employee's regular starting time each day until he returns to his Center or home. In addition, such an employee shall be furnished clean, comfortable, sanitary lodgings, plus meals. The meal allowance shall be ~~ten dollars (\$10.00)~~ **twelve dollars (\$12.00)** for breakfast, ~~twelve dollars (\$12.00)~~ **fifteen**

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~~dollars (\$15.00) for lunch and fourteen dollars (\$14.00) twenty dollars (\$20.00) for supper.~~

ARTICLE 61 - HEALTH AND WELFARE AND PENSION

Contributions to health and welfare and pension funds will be made in accordance with Article 34 of the National Master Agreement.

ARTICLE 62 WEST VIRGINIA & EAST, SOUTH AND WEST CAROLINAS DISTRICTS OF UNITED PARCEL SERVICE, INC. AND TEAMSTER LOCAL UNIONS 61, 71, 175, 391, 453, ~~505~~, 509 AND 697

This Article of the Atlantic Area Supplement to the National Master United Parcel Agreement for the period ~~December 19, 2007~~ August 1, 2013 to July 31, 2013, July 31, 2018 shall apply exclusively to all maintenance employees in the classifications listed in Section 7 below, who are employed in the States of West Virginia and the Cumberland, Maryland Area, North Carolina and South Carolina. Except as otherwise provided herein, the provisions of the National Master United Parcel Service Agreement and the Atlantic Area Supplement thereto shall apply to said employees.

Section 5 - Seniority

(a) Within thirty (30) days after signing of this Agreement, and at least quarterly thereafter, the Employer agrees to post an updated seniority list in each center for each maintenance classification within that center and a copy furnished to the Local Union. Claims for corrections to such seniority lists must be made to the Employer and the Local Union within thirty (30) days after such posting, and after such time the seniority list will be regarded as correct.

(b) All maintenance employees will be required to remain in the maintenance classifications and will not be permitted to bid on job openings outside these classifications.

(c) In case of promotion or layoff of employees covered by this Supplement, seniority and ability to perform the available work shall prevail only within the maintenance classifications, except as specified in Section 5(d).

(d) When on layoff, full-time seniority employees in the order of their seniority may elect to take the work of part-time employees, if any, for the duration of the layoff, provided the full-time employee has more Company seniority than the part-time employee being displaced, but will be required to be qualified and will receive the part-time rate as an employee with equivalent seniority.

(e) The Employer agrees to allow a laid off employee from any of the maintenance classifications listed in Section 7 below to fill a full-time vacancy or new job in classifications listed in the Atlantic Area Supplement before hiring a new

employee for that job. In the event of the above, the following conditions will apply:

1. The employee must indicate his intentions to the Employer and the Union in writing, within seven (7) days after the lay-off.
2. The Employer will offer such job only once; if the employee declines it, he will remain on layoff.
3. The job must be within the same location.
4. The layoff must exceed thirty (30) working days.
5. The employee will have thirty (30) working days to qualify in the new job, after which he will be placed on the seniority list with the date on which he started working in the new classification.
6. The employee will retain Company seniority only for those benefits based on length of service such as health and welfare, pension and length of vacation.
7. The employee shall have the option to return to his previous job if it becomes available within twelve (12) months of the date of layoff.

(f) Whenever a vacancy occurs within the maintenance classification within the Local Union's jurisdiction, maintenance employees within the Local Union area shall be permitted to move to that center to fill such vacancy before maintenance employees are hired from outside sources.

Job vacancies shall not be filled by apprentice employees until the job has been bid to other qualified maintenance employees in the Local Union jurisdiction. This bid shall include qualified trailer shop employees.

(g) In the event of changes of starting times exceeding one (1) hour, employees in the classification in the order of their overall seniority within the operating center, shall be permitted to select such jobs. In the event that no employee within the classification elects to fill the new starting time the least senior employee in that classification will be required to fill the new starting time. In the event an employee elects to select such starting time and this results in a starting time where there is again a spread of over one (1) hour the same procedure shall be followed.

Starting time changes exceeding one (1) hour in November and December shall not be subject to the job bidding procedure. If the new starting times become permanent they shall be posted for bid during January.

(h) Maintenance start time bids shall include required job qualifications, i.e., CDL, etc. All bids will be written and will be posted at one designated location in each building.

(i) Maintenance employees shall be covered by Article 67 upon loss of driving license.

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(j) If a mechanic loses his or her DOT card, the following language shall apply:

If the mechanic is actively pursuing a waiver/exemption with the DOT, and there is a reasonable expectation that it will be granted, the employee may work inside pursuant to this section for one year. This section also applies to a mechanic who loses a DOT card but who can reasonably expect to get it back within one year. The employee will not be permitted to replace another full-time employee, regardless of seniority, but he may displace the most junior part-time employee in his location or be offered available work before it is assigned to new employees. Mechanics who are eligible to work inside pursuant to the above language, provided they are qualified, will be paid the appropriate part-time rate for the inside job they perform based on their Company seniority. **The mechanic will be afforded the opportunity to displace the least senior full time or part time inside employee outside the maintenance classification, in his location, at such work until he/she can return to his/her mechanic position. This opportunity will only be afforded to a mechanic that is considered physically fit and qualified to perform the inside jobs. While performing the inside work, the mechanic will be paid the part time rate as an employee with equivalent seniority. If no full time position is available, the Employer will meet with the Local Union to develop a full time position, if possible out of available work.**

Section 7

Classifications	8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	
	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18

Automotive
Mechanic

Plant Maintenance	\$29.12	\$29.47	\$29.845	\$30.22	\$30.595	\$30.97	
	<u>\$33.59</u>	<u>\$34.29</u>	<u>\$34.99</u>	<u>\$35.39</u>	<u>\$35.79</u>	<u>\$36.29</u>	<u>\$36.79</u>

Mechanic
(Any
Combination
of Above)

	\$29.12	\$29.47	\$29.845	\$30.22	\$30.595	\$30.97	
	<u>\$33.59</u>	<u>\$34.29</u>	<u>\$34.99</u>	<u>\$35.39</u>	<u>\$35.79</u>	<u>\$36.29</u>	<u>\$36.79</u>

Partsman

	\$28.42	\$28.77	\$29.145	\$29.52	\$29.895	\$30.27	
	<u>\$32.89</u>	<u>\$33.59</u>	<u>\$34.29</u>	<u>\$34.69</u>	<u>\$35.09</u>	<u>\$35.59</u>	<u>\$36.09</u>

Classifications (Cont.)

	8/1/11	2/1/12	8/1/12	2/1/13
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Automotive
Mechanic

Plant Maintenance	\$31.395	\$31.82	\$32.295	\$32.77
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Mechanic
(Any
Combination
of Above)

	\$31.395	\$31.82	\$32.295	\$32.77
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Partsman

	\$30.695	\$31.12	\$31.595	\$32.07
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ARTICLE 63 - PART-TIME EMPLOYEES

Section 2 - Part Time Employees (Regular Temporary Package Drivers)

Seniority part-time employees may work as full-time regular temporary package drivers.

1. The Company agrees that regular temporary package drivers will be used to cover absentees, vacations, time off due to injuries, and long term illness in the package classification provided they meet all Company required qualifications and training.

2. The rate of pay for this job will be determined by the progression rate of pay as listed in the wage schedule. The starting percentage will be seventy-five percent (75%). Part-time employees hired prior to July 1, 1982 shall be slotted into the progression at their present red-circled rate of pay.

3. When reporting for work as a regular temporary package driver, the employee shall be guaranteed eight (8) hours pay, as outlined in Article 52, Section 2. While working as a regular temporary package driver, employees will go through the wage progression outlined in this Agreement. Regular temporary package drivers who may work one (1) day in a week will be given a full week's credit towards progression. If the employee subsequently gets a regular full-time opportunity and is still in progression, the employee will slot in at his part-time rate or will continue in progression, whichever is greater.

Regular temporary package drivers will continue to receive all benefits provided for them under the Labor Agreement including part-time Health, Welfare and Pension payments.

4. The number of regular temporary package drivers will be determined in each center based upon previously listed considerations - the list will be offered to part-time employees in seniority order provided they meet entrance requirements (i.e., licenses, medical, etc.).

5. Any employee who completes the thirty (30) day qualifying period as a regular temporary package driver will not have to complete another probationary period when he/she accepts a full-time driving job. If that employee accepts a regular job prior to completing the probationary period, he/she will only have to complete the remaining portion of the thirty (30) day period.

6. Once the employees qualify, they will be assigned to a specific center for work opportunities.

a. When it becomes necessary to reduce the work force the least senior employee on the regular temporary package driver list shall be laid off first. In a building where there are two or more package centers, the affected regular temporary package driver may displace the least senior regular temporary package driver in the building.

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b. A regular temporary package driver after following 6(a) provisions, not assigned to work as a regular temporary package driver on a given day, will be offered work on that day as a part-time employee. When work no longer exists (ten (10) working days) in the center for regular temporary package drivers, they will immediately revert back to their part-time center with all part-time seniority, including any part-time bid jobs they held under Article 40.

7. It is agreed that regular temporary package drivers will not be used if full-time seniority employees in the package classification are on layoff status. Regular temporary package drivers will be used before hiring from the outside.

8. Regular temporary package drivers will be used June 1st through ~~December 31st~~ **the second full week of January of any year**, with the following guidelines:

a. Time worked is to replace or augment regular employees for the reasons stated above.

b. Time worked June 1st through ~~December 31st of any year~~ **the second full week of January** will not be used in accruing full-time seniority status.

c. All regular temporary package drivers who are qualified or in the process of being qualified will be offered work opportunities before any employee is hired off the street for this work. The Company will post the necessary regular temporary driver list by October 30th of each year for the anticipated package driver hires for peak season.

d. A regular temporary package driver will be used to replace a full-time seniority employee or as a non-replacement. If a regular temporary package driver is used for any reason, other than replacing a seniority employee (excluding November and December) and a total of thirty (30) days are worked out of a ninety (90) day period, the Company shall add a full-time job, as outlined in this Agreement. The normal six (6) for one (1) process will not be disturbed by this full-time job.

(1) The definition of non-replacement status is defined as: When the number of employees worked exceeds the number of employees who have bid areas.

(2) The Company will be obligated on a six (6) month basis to send to each Local a record of the use of regular temporary package drivers.

e. After ratification, regular temporary package drivers working in excess of one (1) year, either singularly or in combination, covering for a specific person out for either compensation or disability, will in itself create another full-time opening in that classification and will be bid under the appropriate Article.

Section 9 - Wages

A. Part-Time Employees

All part-time employees who have attained seniority as of August 1, 2008 ~~13~~ will receive the following general wage increases for each contract year. **In the first three (3) years of the contract, the increase will be effective on August 1st.** In **2016 and 2017** ~~each of the years~~, the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:

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

<u>2013</u>	<u>seventy cents (\$0.70)</u>
<u>2014</u>	<u>seventy cents (\$0.70)</u>
<u>2015</u>	<u>seventy cents (\$0.70)</u>
<u>2016</u>	<u>eighty cents (\$0.80)</u>
<u>2017</u>	<u>one dollar (\$1.00)</u>

Part-time employees still in progression on August 1, 2008 ~~13~~ shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules of Article 22, Section 5. ~~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 ~~13~~.

B. Newly hired Part-Time Employees

All part-time employees who are hired or reach seniority after August 1, 2008 ~~13~~, will be paid according to the following wage schedules:

	Hourly Rate	
	Preloader	All
	Sorter	Others
Start	\$9.50	\$8.50
Start plus ninety (90) calendar days	\$10.50	\$9.50
Seniority plus one (1) year	\$11.00	\$10.00
Seniority plus two (2) years	\$11.50	\$10.50
Seniority plus three (3) years	\$12.00	\$11.00
Seniority plus four (4) years	\$12.87	\$11.87
<u>Start</u>	<u>\$11.00</u>	<u>\$10.00</u>
<u>Seniority plus one (1) year</u>	<u>\$11.50</u>	<u>\$10.50</u>
<u>Seniority plus two (2) years</u>	<u>\$12.00</u>	<u>\$11.00</u>
<u>Seniority plus three (3) years</u>	<u>\$13.00</u>	<u>\$12.00</u>
<u>Seniority plus four (4) years</u>	<u>\$13.50</u>	<u>\$12.50</u>

Employees working high volume direct or low volume direct shall receive the preloader/sorter rates.

Part-time clerical positions included in the bargaining unit as of 7/31/02 will be paid the preloader-sorter rate of pay.

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C. The wage rates and increases provided in (A) and (B) shall be a minimum.

Package Driver Helper Rate of Pay shall be \$10.50 per hour **for new hires. For all seniority employees hired before August 1, 2013 the rate will be \$11.00 per hour on November 1, 2013, \$11.50 per hour on November 1, 2014, \$12.00 per hour on November 1, 2015 and \$12.50 per hour on November 1, 2016.**

Section 10 - Health and Welfare

~~Part time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.~~

~~(a) Notwithstanding Article 34, Section 1(d) of the Master Agreement, 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 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 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 Article 34, Section 1(d) of the Master Agreement or any contrary provision in any Supplement, Rider, or Addendum, (i) individual health coverage will be made available to part time employees hired after August 1, 2008 after twelve (12) months of active employment and (ii) spousal or dependent coverage will be made available to these part time employees eighteen (18) months after their initial date of employment.~~

(a) For those full-time or part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after January 1, 2014 will be provided by the Central States Health & Welfare Fund (CSH&W Fund), under the terms set forth in Article 34 of the National Master Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013.

(b) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.

(c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.

(d) Current retirees who are receiving benefits through a

UPS sponsored plan shall receive coverage on and after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.

Section 11 - Pension

The Employer shall provide pension benefit coverage to part-time employees under the terms and conditions as may be contained in the United Parcel Service Pension Plan as required by law.

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

UPS Part-time Pension Plan

(1) The UPS Pension Plan, covering only part-time employees working in areas where part-time employees are not covered by Teamster Pension Plan, will be improved to provide monthly benefits for a part-time employee with 750 paid hours of Credited Service per year.

The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55.00) for each year of past and future Credited Service to a maximum of 35 years of Credited Service. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60) for each year of future Credited Service to a maximum of 35 years of Credited Service. If a participant is in Covered Employment on August 1, 2008, he shall receive the sixty dollars (\$60) benefit formula for the entire 2008 plan year.

For example, the total monthly service pension benefit will be equal to the following, provided the employee meets the credited service requirement.

~~\$1,925~~ **\$2,100** for retirement at any age after 35 years of part-time Credited Service
~~\$1,650~~ **\$1,800** for retirement at any age after 30 years of part-time Credited Service
~~\$1,375~~ **\$1,500** for retirement at age 60 with 25 years of part-time Credited Service
~~\$1,125~~ **\$1,250** for retirement at any age with 25 years of part-time Credited Service
 (based on ~~\$45.00~~ **\$50.00** per year of Credited Service)

(2) Part-time employees will receive one (1) year of Credited Service for 750 or more paid hours. (Six (6) months of part-time Credited Service will be granted for 375 to 500 hours worked in a calendar year, and nine (9) months of part-time Credited Service will be granted for 501 to 749 hours worked in a calendar year.) This paragraph will also be applied to determine Credited Service for all full-time employees on the

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payroll on August 1, 2002 who were formerly participants in the UPS Pension Plan.

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

(4) Effective August 1, 2002, the Employer will grant additional years of Credited Service in accordance with the terms of the Plan to all full-time and part-time employees on the payroll on August 1, 2002, who worked for UPS after they were 21 but were denied Credited Service solely because the UPS Pension Plan required that an employee be age 25 or older to participate in the UPS Pension Plan.

When a part-time employee successfully transfers to full-time, he/she will be provided, upon request, a personal profile of his/her United Parcel Service Company Pension Plan.

(5) The Company will amend the UPS Pension Plan to allow an employee with an hour of service in covered employment on or after August 1, 2013 to become a participant on the January 1 or July 1 (whichever is earlier), after reaching age 21 and completing a 12 month period of employment beginning on their hire date, or any subsequent calendar year, in which they earned at least 375 hours of service. In addition, in order to receive any retroactive benefit service as a result of the change, the employee's primary job as of August 1, 2013 must be a part-time position. The Pension Plan will also be amended to reduce the number of hours of service required to earn a vesting year from 750 to 375. This paragraph does not change how benefit service is accrued.

ARTICLE 67 - LEAVE OF ABSENCE

Section 3

A driver whose driving permit has been revoked is obligated to notify the Company before his next scheduled report, after being notified of said revocation.

When a driver's permit has been revoked for reasons other than those for which he can be discharged by the Employer, leave shall be granted for such time as his permit has been revoked, but not to exceed **thirty (30) months** ~~two (2) years~~. An employee whose driver's permit has been revoked, but for not more than **thirty (30) months** ~~two (2) years~~, shall be offered non-driving jobs, where such jobs are available at the prevailing rate of pay for the classification of work he performs. Said employee will not be permitted to replace another full-time employee, regardless of seniority, but he may displace the most junior part-time employee in his location or be offered available work before it is assigned to new employees. An employee who loses his driving privilege due to alcohol or drugs will not be allowed to bump present employees, however, he shall be offered all available work including different shifts, before hiring new employees. In the event an employee

shall suffer a suspension or revocation of his chauffeur's license because of a succession of local, state or federal violations, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and layoff provisions applicable to him at the time of such suspension. Successions referred to above shall not include any points or citations accrued toward suspension or revocation which are accumulated when the employee is not following Employer's instructions.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements, or Riders except the continued accrual of seniority nor does this provision amend or alter the disciplinary provisions.

LETTER OF UNDERSTANDING

The Company shall make a good faith effort to reduce the occurrences of forcing an employee to work on an approved personal holiday. If an employee feels their approved personal day was unreasonably denied, they may file a grievance protesting the Company's decision. If necessary, the Business Agent and Labor Manager will meet with the Employer and Union panel co-chairmen at the next regularly scheduled Atlantic Area Parcel Grievance Committee Panel for review and resolution.