

**FULL-TIME
SENIORITY APPLICATION
FOR LOCAL 100
MEMBERS EMPLOYED
AT
UNITED PARCEL SERVICE, INC.
CINCINNATI OHIO**

**For The Period August 1, 2013
through July 31, 2018**

**FULL-TIME
SENIORITY APPLICATION
FOR LOCAL 100
MEMBERS EMPLOYED
AT
UNITED PARCEL SERVICE, INC.
CINCINNATI OHIO**

Section 1

Seniority shall be measured by length of continuous service with the Company and shall be applied in the manner hereinafter outlined.

Section 2

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

Section 3

Seniority shall be broken only by discharge for just cause; voluntary resignation, unauthorized leave of absence, failure to respond to notice of recall, or laid off for a period of time not to exceed two (2) years. In the event the employee fails to comply with the above, he shall lose all seniority rights under this agreement.

Section 4

- (a) In the event of layoff, the employee with the least seniority shall be the first laid off and shall be returned to work in reverse order, providing the employee concerned is qualified to perform the work available.
- (b) Laid off full time seniority employees will be offered permanent work in other centers before any new employees are hired.

And he shall remain in that center until he becomes a ninety percent (90%) employee. Laid off employees shall be given the same amount of time to qualify as new hired employees when moved from one center to another.

Section 5

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

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

Section 6

Seniority works on a city wide basis including Gest Street, Sharonville, Kentuckyview and Hamilton.

- (a) The first ninety percent (90%) by seniority of the full time employees called or put to work on the first full work day of the regular work week shall be guaranteed forty (40) hours of straight time pay each week they are required to report, and they may also move from one center to another.
- (b) The centers are defined as one of the following:
 - 1. Gest St.
 - 2. Sharonville
 - 3. Hamilton
 - 4. Kentuckyview
- (c) Ten percent (10%) employees of the city wide seniority list cannot move from one center to another.

Section 7

Seniority shall prevail for extra work on Saturdays and Sundays, and providing the employee is qualified to perform said work.

Section 8

- (a) Seniority shall prevail for extra work which leads to overtime, providing the employee is present, available, qualified and on the clock.
- (b) A new job or vacancy shall be posted for bid as outlined in the bidding procedure and shall be awarded by seniority, providing the employee is so qualified in the judgment of the Company and the Union to perform said operation. The employee shall be allowed up to thirty (30) days to qualify for same.
- (c) Any employee winning a bid on a new classification shall change to that position within five (5) days.
- (d) A minimum of eighty percent (80%) of the full time jobs in drivers, porters and car washers shall be bid at all times.

Section 9

Employees who are interested in qualifying as a tractor-trailer driver, shall so notify the Company. Such employees, in seniority order, will be permitted to attend, on their own time, the Company training program which may be established from time to time as the need occurs. The Company agrees to furnish the necessary equipment and instructors.

To qualify for attendance at the tractor-trailer school, an employee must have one (1) year UPS safe driving for the year preceding his application to attend the school.

Upon completion of tractor-trailer school, the Employer will determine whether the employee is qualified to drive a tractor-trailer and whether the employee will be placed on the qualified list.

To be eligible to move from qualified list to a tractor-trailer job, an employee must not have had an avoidable accident during the year preceding his assignment to a tractor-trailer job.

In any case in which the Local Union believes an employee has been denied the opportunity of attending tractor-trailer school, the Local Union shall have the right to discuss the matter with the dis-

strict manager or his designee and present the facts which the Local Union believes show that the denial was improper. If an agreement cannot be reached, a decision will be given by the area Union and Company representatives.

New tractor-trailer openings or vacancies will be filled from the list of qualified employees in their Company seniority order at that location. In the event no employee on the list of qualified employees elects to fill an opening, the employee with the least seniority on the list must fill the opening.

Section 10

In the event any bid job is permanently eliminated, that employee shall have one of the following options:

1. Take the place of the least senior bid employee in that same classification, or
2. Take the place of the least senior bid package driver, or
3. Work from the "On Call" list.

The least senior bid employee so replaced in that classification shall have one of the two following options:

1. Take the place of the least senior bid package driver, or
2. Work from the "On Call" list.

The least senior bid package driver so replaced in Step 2 above shall work from the "On Call" list.

Non bid and ten percent (10%) employees will work as directed.

UNITED PARCEL SERVICE, INC.

NAME	DATE
s / Mike Vercheak	11/05/79
s / Larry Long	11/06/79

TRUCK DRIVERS, CHAUFFEURS AND
HELPERS LOCAL UNION NO. 100

NAME	DATE
s / Neal Ernst	11/05/79
s / Charles E. Drahman, Jr.	11/05/79
s / George T. Cooper	11/26/79

CINCINNATI FEEDERS AGREEMENT

1. All feeder jobs will be bid by destination (Cincinnati-Columbus, Cincinnati-Lexington, Cincinnati-Indianapolis, etc.).
2. When a new or vacated job is bid and won, the person winning the bid will take his place in his destination group by seniority. In other words, after the bid is won, all drivers would choose their jobs in that destination group, by exercising their seniority.
3. If, for any reason, we find it necessary to change a driver's start time (permanent change) by more than one hour, we would allow all drivers in that particular destination group to choose jobs again in their destination group by seniority. This option to choose jobs within a destination group would also apply to a change in job content (per permanent schedule) of more than 1/2 hour per day, change such as double turn to single turn or single turn to double turn, change in number of trailers pulled such as double bottoms to a single trailer or a single trailer to double bottoms, etc. Any changes would not be made in the middle of the week, they would be made on Monday.
4. No driver will have the option to change from one destination group to another destination group except by bidding.
5. If a job is eliminated in a particular destination group, the junior seniority employee is the one who will leave that destination group.

6. The practice of dispatching the employees out of the Hub (based on starting times) will continue as in the past.
7. Overflow drivers will fill jobs in a destination group just as in the past. The overflow driver will not be able to choose a job in a particular destination group, he will be assigned the job that is open. In other words, we would not allow the employees to re-choose jobs just because one of their number is on vacation or absent from the group for some other reason.

MEMORANDUM OF UNDERSTANDING

It is agreed between United Parcel Service, Inc., and Truck Drivers, Chauffeurs and Helpers Local Union No. 100, that the following shall apply to overflow drivers in the Tractor-Trailer Division of the Company's Cincinnati operation.

The purpose of an overflow driver is:

1. To cover vacations;
2. To cover for those who are absent because of illness or injury;
3. To cover extra loads; and
4. To work as directed when driving work is not available.

On Fridays, overflow drivers shall pick their starting times, by seniority, for the following week. This shall be their regular starting time for the entire week. Starting times available to choose from will be those starting times assigned to the overflow jobs by the Company.

When an overflow driver is needed other than at a scheduled starting time, the Company shall go to the next starting time of overflow people and offer this work to the senior employee on that starting time.

When an overflow driver selects a bid job for the week, he shall no longer be considered an overflow driver for that week.

If overflow drivers are required to start earlier than their scheduled start time, they shall receive straight time rate for those hours.

After all overflow drivers have been used, the Company may then use on-call people. When an on-call employee refuses any work, he breaks his guarantee for that day.

UNITED PARCEL SERVICE, INC.

NAME	DATE
s / Mike Vercheak	11/05/79
s / Larry Long	11/06/79

TRUCK DRIVERS, CHAUFFEURS AND
HELPERS LOCAL UNION NO. 100

NAME	DATE
s / Neal Ernst	11/05/79
s / Charles E. Drahman, Jr.	11/05/79
s / George T. Cooper	11/26/79
s / Gerald F. Kaiser, President	

**CINCINNATI-SHARONVILLE BID
OVERFLOW DRIVERS**

The bid overflow drivers assigned to the Cincinnati and Sharonville domiciles will be allowed to select domiciles in seniority order based upon Company need.

The selection dates will be February 1st, May 1st, and October 1st, or whenever the vacation schedule is finalized, of any given year.

The Company will determine on the above dates the number of bid

overflow drivers needed in each domicile. Once the needs for a domicile are filled, in seniority order, the remaining drivers will be assigned to the domicile in which openings exist.

In the event an opening develops in the bid overflow at a particular domicile, it will be bid in accordance with our bidding procedure.

FOR THE COMPANY:
s / Mike Vercheak
s / John Roberts

FOR THE UNION: 6/1/88
s / Tom Kinman
s / Charles E. Drahman, Jr.
s / Robert J. Sharp
s / Ken Watson, Business Rep.

BIDDING PROCEDURE LOCAL 100

1. Jobs open for bid will be posted on bulletin boards in the respective areas. It will be the responsibility of the employee to learn of jobs open for bid.
2. Jobs open for bid will be posted on Thursday and will remain there three (3) working days, closing at 12:00 o'clock midnight of the third day.
3. An employee desiring to bid should obtain a blank bid form from his supervisor.
4. After listing jobs in order of preference (in the event of more than one job being bid at once),
 - (a) Employee must sign bid form.
 - (b) Supervisor must sign bid form.
 - (c) Bid form must be time clock punched.
 - (d) Return completed bid form to your supervisor who will deliver it to the Personnel Office.

5. Submitted bids may be retracted. Employees who wish to withdraw a bid must do so before bidding is scheduled to close.
6. Employees desiring to withdraw a bid should:
 - (e) Obtain bid withdrawal form from your supervisor.
 - (f) List jobs you are withdrawing and new order of preference.
 - (g) Employee must sign.
 - (h) Supervisor must sign.
 - (i) Withdrawal form must be time clock punched.
 - (j) Supervisor will deliver the withdrawal form to the Personnel Office.

LETTER OF UNDERSTANDING CINCINNATI FEEDER AGREEMENT

It is agreed between United Parcel Service and Local 100 that the following shall apply to the “ten percent (10%) Cincinnati and Sharonville Feeder Drivers” as defined in Section 6 of the Cincinnati Seniority Application and the Cincinnati and Sharonville Feeder Operations.

For the purpose of meeting staffing requirements:

1. The Cincinnati and Sharonville Feeder management shall have the right to re-domicile “10% employees” between Sharonville and Cincinnati.
2. This agreement shall allow the Cincinnati and Sharonville Feeder management to re-domicile the “10% employees” between Cincinnati and Sharonville on a weekly basis.

3. When there is a need to re-domicile any “10% employee”, it shall be done in seniority order and if there is a need to force any “10% employee” to move, it shall be done in reverse seniority order.
4. This agreement shall only apply to “10% non-bid feeder drivers” as defined in Section 6 of the Cincinnati Seniority Application working in the Cincinnati and Sharonville feeder departments.
5. Vacations for “10% feeder drivers” will be picked from the place they are domiciled, when the last 25% vacations are selected.

It is also understood that, with the exception of the Cincinnati and Sharonville Feeder management having the right to re-domicile the “10% Cincinnati and Sharonville feeder drivers”, that this agreement does not affect the application of Section 6 of the Cincinnati Seniority Application. Section 6 shall still apply to all full-time employees within the jurisdiction of Local 100 as it has been applied in the past.

FOR THE UNION:

s / Don Willis 12/21/99
s / Ron Bowman 12/29/99
s / Dave Reed

FOR THE COMPANY:

s / Tom Butler
s / Didier Jackson
s / Bill Margrave 12/29/99

LETTER OF UNDERSTANDING

The following summarizes the topics that were discussed and the provisions that were agreed to by United Parcel Service - Kentucky District and Teamsters Local 100 - Cincinnati Ohio with respect to the creation of full-time jobs within the jurisdiction of Teamsters Local 100, pursuant to Article 22, Section 3 of the National Master Agreement.

- Employees who successfully bid on an Article 22, Section 3 jobs must remain in the position for at least one (1) year before being eligible to bid on another job.

- Employees in these jobs may be scheduled any (5) five consecutive days in a (7) seven day period.
- Start times for these jobs involving a Preload Sort, Reload Sort, Twilight Sort or any other Sort Operation which may be in place, need not be uniform; they may vary from day to day and week to week. All other jobs will have a weekly uniform start time.
- Employees who successfully bid on these jobs will work as directed regardless of job combination to satisfy the employee's daily guarantee.
- Employees bidding on jobs with Air Driver content, who are not already qualified, must meet the same requirements as new applicants.
- Where specified on bid sheets employees bidding on jobs with PSC content must be required to be Hazardous Material - 12 hour responder - qualified or be willing to become Hazardous Material -12 hour responder - qualified and once qualified must maintain said qualification for the duration of the period they hold the bid.
- Employees may be required to pre-qualify for all skilled jobs, as well as PSC as noted above, before being eligible to bid on said jobs. Those who successfully bid on these jobs must maintain the required qualifications for the duration of the period they hold the bid.
- Employees awarded the jobs must satisfactorily complete a thirty (30) working day training period.
- Vacation selection will be done in such a way so as not to disrupt the operation. The company and union will meet to review the vacation selection procedure.
- Qualified part-time employees working on each shift of a 22.3 job may be used to cover said job on their shift when the 22.3 employee is absent for any reason (absenteeism, vacation, workers compensation, disability etc.), or at the company's discretion,

part-time employees may be temporarily upgraded to full-time to cover vacations and absenteeism.

This agreement shall only apply to employees who bid and are awarded full-time jobs under the guidelines of Article 22.3 of the National Master United Parcel Service Agreement. Also, this letter of understanding shall not supersede any negotiated National Master or Central Region Language in regards to the Article 22.3 full-time jobs.

FOR THE COMPANY: 03/22/00 FOR THE UNION: 03/22/00
s / Bill Margrave s / Don Willis
 s / Jimmy Meyer

**Letter of Understanding
Between United Parcel Service and Local 100
Regarding the Bidding of 22.3 Positions**

Beginning November 1, 2005, after bidding a 22.3 job to the full-time employees in Local 100, part-time employees in all buildings under Local 100 jurisdiction may bid a 22.3 position, the bid winner to be determined by seniority and any necessary qualifications. This changes no other bidding procedures for either full-time or part-time employees.

FOR THE COMPANY: 04/29/05 FOR THE UNION: 04/29/05
s / Scott Lange s / Troy H. Stapleton
 s / Mark A. Overberg
 s / David L. Webster, Jr.
 s / John P. Hurley
 s / Ron Butts

UPS AND TEAMSTERS LOCAL 100
LETTER OF UNDERSTANDING
In Addition to the NCR SATELLITE GUIDELINES

Bidding Procedures for New Satellite Routes

The affected driver will be notified of the change and allowed to either remain on his/her route or begin the bumping process no more than ten (10) days after said route is awarded to another driver.

If the Company chooses to permanently move the satellite route back to its original center within six (6) months from the date of the original satellite bid, all drivers originally affected will return to their previous jobs. The only exception to the rule is if an affected driver subsequently bid another bid route — that driver would remain on his/her new bid.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this 18th day of June, 2007

EMPLOYER: UNITED PARCEL SERVICE
Helpers, Public Employees,
Cincinnati / Northern KY
Local Union No. 100
s / Tammy Motley 06/18/07

UNION: Truck Drivers, Chauffeurs and
Construction Division, Airlines – Greater
Airport and Miscellaneous Jurisdiction,
s / Ron Butts 06/18/07
s / Troy H. Stapleton 06/18/07

LETTER OF UNDERSTANDING TIEBRAKER FOR EMPLOYEES WITH FULL TIME SENIORITY

The following steps are to be used to determine which employee has more seniority when two or more full-time employees have the same full-time seniority date:

1. When two (2) or more full-time employees have the same full-time seniority date, seniority shall revert back to their part-time seniority dates, giving the greater part-time seniority date preference.
2. When two (2) or more full-time employees have the same full-time seniority date, but one or more don't have a part-time seniority date, the employee(s) with a part-time seniority date will be given preference over those with no part-time seniority date.
3. When two (2) or more employees have the same full-time and part-time seniority date, the employee with the earlier clock-in-time on the full-time job will be given preference. If the clock-in-time information is not available for all the employees involved, the date of the application for permanent full-time employment will be utilized with the earlier application that led to their permanent full-time employment being given preference.
4. When two (2) or more employees have the same full-time seniority date but no part-time seniority date, the employee with the earlier clock-in-time will be given preference. If the clock-in-time information is not available for all the employees involved, the date of the application for permanent full-time employment will be utilized with the earlier application that led to their permanent full-time employment being given preference.
5. If at any point in the process it can not be determined through reasonable effort who has the greater seniority between two (2) or more employees, the order of seniority will be determined alphabetically.

The above tiebreakers apply to all employees with a full-time seniority date on or after September 1,2006.

This Letter of Understanding does not permit an employee to file a grievance for any issue that occurred prior to the effective date of the Letter of Understanding.

Effective Date is July 1, 2008.

This Letter of Understanding shall only apply to full-time employees of UPS within the jurisdiction of Teamsters Local Union No. 100.

FOR THE COMPANY: 07/01/08	FOR THE UNION: 07/01/08
s / Tammy Motley	s / Mark A. Overberg
s / Joseph E. Mullikin	s / Troy H. Stapleton

