

COLLECTIVE BARGAINING AGREEMENT UPS PUERTO RICO AND UNION DE TRONQUISTAS DE PR TEAMSTER LOCAL 901

Affiliate to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

For the Period Beginning 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**.

ARTICLE 1 - PARTIES OF AGREEMENT

**COLLECTIVE BARGAINING AGREEMENT
UNITED PARCEL SERVICE, INC.
AND
UNION DE TRONQUISTAS DE PUERTO RICO
TEAMSTER LOCAL 901**

**Affiliate to the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers of America**

AGREEMENT:

Neither party shall be held accountable for unintentional errors or omissions on this draft contract.

ARTICLE 3 - BARGAINING UNIT

The parties agree that the corresponding unit for collective negotiation is covered by the present contract and the certification issued by the Conciliation and Arbitration Bureau of the Puerto Rico Labor Department issued on November 26, 1985.

A. Inclusion

Drivers, feeder drivers, mechanics and (part time) package handlers / car washers, ramp ground handlers and operation clerks who progress packages, full and part time. **Article 1 Section 2 of the UPSNMA shall apply.**

B. Exclusion

Confidential employees, salesmen, guards, supervisors as defined by law, clerks, who do not process packages, administrative employees and office employees.

ARTICLE 10 - DELEGATES

Section 7 - Delegate Disciplinary Action

Due to the nature of the work done by delegates and alternate delegates, they will not be suspended or discharged before communication has been established with the Union's Secretary - Treasurer. ~~or General Delegate.~~

Section 8 - Country Manager and Union Delegate Meeting

The Country Manager and the Union's Secretary-Treasurer agree to schedule one meeting each year with the delegates to discuss disputes or issues that interfere with the administration of this agreement. Time and location will be determined by mutual agreement. Additional meetings can be scheduled by mutual agreement.

ARTICLE 15 - DISCIPLINARY ACTION

Section 1 — Summary Actions

A. The Employer shall not discharge nor suspend any

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employee without just cause, and prior to suspension shall give at least one verbal warning, one written warning notice, and one written final notice of the complaints against the employee to the employee, with a copy of the same to the Union and Delegate. The above procedure must also have been followed prior to discharge. However, no verbal warning, written notice or suspension need to be given to any employee before he is discharged or suspended, if during the work day such employee is convicted of any felony as defined by the Penal Code of Puerto Rico or is involved in any of the following: the sale, use, or possession of illegal drugs; reporting for duty under the influence of alcohol or illegal drugs as proven by medical examination; drinking alcoholic beverages during working hours including the meal period; or initiating attacks or aggressions against fellow employees, customers, members of the general public, supervisors or security guards, or participating in such actions other than for the purpose of defending oneself from physical attack; theft, larceny, or falsification of Company or customer documents; reckless or negligent handling of company equipment; malicious damage to customer property, Company property or property in the Company's keep; serving as an impostor or posing as an employee, agent or representative of the Company with the purpose of defrauding the Company or customer, or for self gain; recklessness or negligence resulting in a serious accident; an avoidable runaway accident; failure to promptly report or concealing a vehicle accident; the carrying of unauthorized passengers; failure to report when a driver's operating privilege or license has been suspended or revoked; theft of Company customer property; tampering with merchandise (as explained in the employee orientation tampering memo); C.O.D. or C.C.D. manipulation or failure to remit monies on day collected (not intended to include bona fide errors or addition or subtraction). No employee will be taken out of service prior to a review of this infraction with the Union and the Division Manager or his designees in his absence.

B. In sensitive cases where the Company's image may be affected, such as murder, forceful rape, robbery, the Company shall confer with the Secretary Treasurer or his representatives in order to establish what is just and reasonable to protect both the Company's image and the employee's rights.

C. The warning notice, including verbal, or suspension letter as herein provided shall not remain in effect for a period of more than seven (7) months from the date of said warning notice. All warning notices must be issued within ten (10) working days of the Employer's discovery of said infraction. The ten (10) working day time limit may be waived by mutual agreement between the Employer and the Union.

D. Discharge or suspension must be by proper written notice to the employee affected, to the Union, and to the delegate.

E. When warning letters and suspension letters have reached their expiration dates, such letters shall not be used in any future progressive disciplinary actions. The Company agrees not to use such letters in any future hearing or arbitration

unless the Union or the employee introduces evidence that the employee's discipline should be mitigated due to the employee's overall performance or length of service. If the arbitrator questions either Party or the employee about the employee's length of service, it shall not be construed as evidence introduced by the Union or the employee.

F. An employee discharged or suspended without just cause will be paid for all time lost, unless otherwise mutually agreed upon between the Company and the Union.

G. Suspension shall not exceed ~~one~~ **five** days with the exception of serious vehicular accidents, when otherwise mutually agreed between the Company and the Union, or as determined by arbitration.

H. An employee may request an investigation to attempt to prove that he is not at fault. If he is found to be not at fault, he shall be reinstated and such decision may provide full, partial, or no compensation for time lost. Appeal from discharge or suspension must be taken within ten (10) working days by written notice.

I. Except in cases involving cardinal infractions as outlined in (A) above, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay unless and until discharge or suspension is sustained under the grievance procedure including arbitration. The Union agrees it will not unreasonably delay the processing of such cases.

ARTICLE 16 – COMPLAINTS AND GRIEVANCES

Section 2 — Employee Complaints / Grievances Procedures

A. When an employee has a complaint about the administration or interpretation of the present Collective Bargaining Agreement, it shall be discussed with his supervisor, and if they do not reach a satisfactory agreement, the employee will bring the case in writing to the delegate, or in his absence to the designated alternate, within ten (10) **working** days of the occurrence. After studying the case, the delegate will present it in writing to the Company Center Manager within five (5) working days. In return, the Center Manager or his designee will have five (5) working days to give a written answer to the Delegate.

B. Failing to agree, the Delegate shall report the case to the Union Business Agent or his designee within five (5) working days, who shall submit it in writing within ten (10) working days to the Company Division Manager, or his designee, and attempt to adjust the same. Failure to agree a local level hearing between the Union and the Company Division Manager will be held within fifteen (15) working days of the Division Manager receiving the grievance. The Company Division Manager or his designee will have five (5) working days after the local hearing to give an answer to the Union Business Agent.

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C. Failing to agree, the Union Secretary-Treasurer or his designee and the Company District Manager or his designee will attempt to reach a satisfactory solution to the case.

D. In the event that the Secretary-Treasurer and the District Manager, or the persons they designate, do not arrive at an acceptable solution to both parties, within fifteen (15) working days, the Union or the Company can ask that the case be submitted to an arbitrator. It is agreed that the arbitrator is empowered to hear and decide the case even if only one of the parties appears at the hearing.

E. Any reasonable written request for available grievance related information requested from the Company by a Delegate or Union representative, involving an active grievance shall be provided no later than three (3) working days from the date of the written request so as not to frustrate the grievance investigation. The same applies for requests from the Company to the Union.

F. Any agreement reached by the parties at any step of the Grievance procedure is final and binding upon the Parties.

ARTICLE 23 – GENERAL DISPOSITIONS**Section 5 – Requested Reports**

Copies of Company forms or documents signed or (refused to sign) by an employee pertaining to equipment accident write-ups, accident reports, injury reports, evaluation of performance, and disciplinary actions will be furnished to the employee upon his request, **if not requested upon signature. The Company will not unreasonably delay providing the requested documents to the employee.**

Section 6 — Management/ Employee Relations**To be covered in Article 37 of the UPS Master Agreement**

~~A. The Parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Company's interest. It is understood that the Employer shall not overly supervise employees in the performance of their duties. If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.~~

~~B. Not more than one (1) member of management will ride with a seniority driver at any time except for the purpose of training management personnel. No seniority driver will be scheduled for more than one (1) ride per year with more than one (1) member of management on the car.~~

~~C. During scheduled safety training for seniority feeder drivers, the supervisor will only drive for demonstration purposes and this will not exceed one (1) hour per workday.~~

~~D. It is further agreed that management employee relations~~

~~will be maintained in an atmosphere of mutual respect and courtesy.~~

~~E. The Company agrees to make every reasonable effort to cover bargaining unit work with bargaining unit employees on special operating days.~~

Section 8 — Tool Allowance

A. All mechanics with one (1) or more years seniority as of December 1st of any year will receive an annual stipend to defray the cost of maintaining the necessary tools and equipment needed to perform their daily mechanical tasks and to cover for the collegiate and license fees. In addition the Company will provide an insurance to cover the cost of all the tools the mechanic possesses. This will be based on ~~2004~~ **2013** current inventory. This inventory will be updated every six months between the parties, and it is understood that the Company has to approve new tools on the inventory to be covered by the insurance. The Company will be responsible to make the appropriate changes on the insurance.

B. To qualify for the annual stipend the mechanic must be in possession of a current license and collegiate certificate and produce same for management upon request. The mechanic must be on the active payroll at the time of payment and must have worked at least thirty nine (39) of the fifty two (52) weeks in the year of payment. Paid holidays, vacations, **sick days**, jury duty and bereavement will be continued as work days. Additionally, the mechanics must maintain an inventory of tools sufficient to properly perform his daily tasks. The Company must supply the specialized tools.

C. The annual stipend will be paid by separate check in the amount of four hundred and fifty dollars (\$450.00) on the last pay period in December of each year of this Agreement. Such payment will be subject to all required with holdings.

Section 10 – Sanitary Conditions**To be covered in Article 5 of the UPS Master Agreement****ARTICLE 25 – UNIFORM AND APPEARANCE**

A. The employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform, shall be furnished by the Employer free of charge, and except for shirts, such uniforms will be maintained by the employer.

B. Each seniority driver shall be entitled to a maximum of five (5) shirts and ~~three (3)~~ **five (5)** pants. When a shirt becomes worn, it will be turned in and replaced by a new shirt. The Employer will establish procedures with the intent of providing package drivers the availability of clean uniform trousers on a daily basis. Failure to meet this intent as a result of situations within the control of the employer will be subject to the grievance procedure.

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~~C. In addition, each seniority driver will be issued five (5) uniform polo shirts. The first issue will be within sixty (60) days following the later of the ratifications of this Agreement and the National Master Agreement. Exchange of the polo shirts shall be conducted on the same basis as the regular uniform shirt.~~

C. Company will provide each seniority employee with a raincoat as part of the regular uniform issue. It is agreed that employees will handle the raincoat in accordance with the manufacturer recommendation. As part of the regular uniform, raincoats are not to be taken from Company premises **without prior authorization from their supervisor to be cleaned.** ~~Or~~ **Raincoats will not be** worn during off duty hours.

D. It is agreed that each employee shall put on his uniform before reporting for duty and shall remove his uniform after being relieved from duty each day. It is agreed that the time spent in putting on and taking off his uniform shall not be paid for by the Employer. The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

E. The Company will continue the practice of providing rubber boots to carwash employees.

ARTICLE 27 – SENIORITY

Section 1 – Definition

The rights of seniority are defined as an employee's time of service within:

- A. Company – **Within the Bargaining Unit**
- B. Center or Building
- C. Classification

Section 2 - Application

A-1. The company seniority within the classification within the center will prevail for the purpose of:

- 1. Layoff
- 2. Recall from Layoff
- 3. Advancement to a higher classification. It is understood that the higher the pay the higher the classification.

A-2. The classification seniority within the center will prevail for the purpose of:

- 1. Vacation selection
- 2. Overtime opportunity when unassigned work is available.

3. Bidding for permanent assignments of driver routes within the driver classification.

4. Start time with the exception of delivery areas with definite guarantee time for delivery or pickups in which case the Company will assign it on its best interest.

B. When assigning employees to planned, unplanned or unscheduled work, the Company will recognize the highest classification seniority of the available qualified employees when such assignments can be made without unreasonably interrupting the operation (i.e.: delays, non completion of other duties, or multiple re-assignments), or interrupting the individuals primary job assignment because no available employee is properly trained to perform it. In the case of delivery routes where there is more than one route to assign and more than one driver available the assignment will be done based on classification seniority provided the driver has knowledge of such routes. The parties agree to develop a log by center identifying the drivers' knowledge of any route.

C. When a day off is requested and granted, the classification seniority will prevail.

1. Employees interested in such a day off shall request the same in writing three (3) working days prior to the day in question.

2. The Company will respond to the employee's request by the end of the employee's next working day.

3. The senior employee, within the classification, making such request will be awarded the available day.

D. In the event that unassigned work of an unexpected nature is available, in order to meet necessary service commitments, the employer will first offer the work to the ~~most senior, driver~~ **highest seniority employee**, within the classification, in the center available at that time. If the work is offered and refused by ~~senior driver~~ **the highest seniority employee**, the ~~most junior driver~~ **least senior employee**, within the classification, available will perform the work. Once the work is assigned it remains assigned.

Section 8 — The Right to Claim Positions

A. In the event of a reduction of personnel due to economic reasons or lack of work, for periods of ten (10) work days or less, the affected employee will use, as his first alternative, his Company seniority right in the center in his work classification to claim a position within the same classification occupied by an employee with the lesser seniority.

B. In a building where there are two or more package centers, the affected employee may displace the least Company seniority employee in the same classification in the same building.

C. If the affected employee cannot claim the position of an

employee within the same classification, he can use his Company seniority in another classification in the center/building to displace the employee with the least Company seniority, provided that he is qualified to perform the job of the junior employee in the other classification. Delivery drivers shall be considered qualified to perform preload and sort duties whether or not they previously worked in such operations.

D. In the event he chooses not to displace the employee with the least Company seniority in another classification in his same center/building he can elect to displace the least senior part-time employee within his center/building. The Full time employee that has elected to bump into part-time will be paid at his original rate for the first ten days working in that classification. Days in excess of ten will be paid at ~~the top P-T classification rate~~ **the appropriate wage rate for the job being performed based on their company seniority**. The employee will be guaranteed four (4) hours of work.

E. In cases of layoff whereby the Employer reasonably expect the length of layoff to exceed ten (10) work days, if the affected employee is unable to claim a position within his same classification in his same center/building and elects not to replace a junior employee in another classification, then such employee shall have the right to displace the employee with the least Company seniority within his classification on the Island of Puerto Rico.

F. In order for a laid off employee to displace into a skilled position such as pre-loader, sorter, and/or technical positions involving the use of computers, the employee must be qualified.

G. As soon as work in displaced employee's original classification, in his original center/building, becomes available the displaced employee must return to his original classification.

H. In case of layoff, if the affected employee(s) desires to exercise his seniority and so requests, the Employer will provide the affected employee(s), in seniority order, with the working positions to which the employee has a right to claim.

I. It is understood that the right to claim positions is limited to the same or a lower classification. The higher the pay the higher the classification. No employee will be bumped on a partial part of his/her job.

Section 11 — Job Openings and Qualifications by Classification

A. For the purpose of clarification there will be three (3) types of delivery areas (bid routes within a geographical loop area):

1. Regular delivery areas
2. Unassigned delivery areas

3. Designated training delivery areas

B. For permanent job openings, qualified drivers may select either a regular delivery area or select to be an unassigned driver.

C. Regular Delivery Areas (Bid routes) within geographical loop area.

1. Qualified package drivers with ~~nine (9)~~ **six (6)** months of seniority or more may select permanent vacancies in all months except October, November and December.

2. Those permanent vacancies that developed on established areas during this time will be posted the following month (January).

3. The successful bidder must remain a minimum of nine (9) months on the selected route before being eligible to bid again.

4. The loop dispatch concept will be used to post and bid these openings.

5. Package Drivers may be required to perform work in geographical loop area adjacent to the geographical loop area in which they have exercised their bid, and to perform work on the way to and from their bid delivery area as long as seventy (70) percent of the work performed is within their bid geographical loop area.

D. Unassigned and training delivery areas.

1. Five (5) percent of the permanent areas will be established by the Employer to be used as training and unassigned areas.

2. Base lines in the center loops will be used as first choices in determining training areas. Once training areas are determined they will remain so designated and will not be subject to the bid process.

3. Those area that are designated as bid area will remain as bid areas for the life of this Agreement subject to the continued availability of work.

4. Qualified drivers with nine (9) months or more seniority within the classification will be allowed to bid available unassigned driver positions if they so choose.

E. Permanent is defined as a job that has been vacated by another driver, one that the Employer knows that is going to be regular area, and one that has been in existence for a period of thirty (30) working days outside the months of October, November and December. When areas are not dispatched as a result of being the day before or after a holiday, on a half holiday, or on a day of emergency, such non-dispatched days will nevertheless be counted in the calculation of the thirty (30) days. The first permanent opening in a multiple center build-

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ing shall be offered to the employees within the package driver classifications in which the opening occurs; the second resultant opening shall be offered to the employees within the package driver classification within the building; and the third resultant opening will be filled by the Company.

F. Bid Process - Once an area comes open it will be posted for bid within seven (7) work days. The bid sheet will remain posted for seven (7) calendar days. The most senior driver within the classification shall be awarded the area and it will go in effect and be assigned on the second Monday following the completion of the posting.

Section 14 - Classifications

Full Time Classifications

Package Driver

Feeder Driver

Air Driver

Clerk

Mechanic

Part Time Classifications – Classification seniority will apply for the listed classifications for the purposes of selecting start times and extra work on their shift

Counter Clerk

Preloader

Operations / Center Clerk

Package Handler – Loader / Unloader

Ground Handler

Carwasher

Revenue Auditor

Will agree on correct language for International clerks

This language is not intended to increase the number of vacation schedules per shift. Employees changing shifts in the same classification will maintain their classification seniority date. Employees changing shifts into a new classification will have a new classification seniority date.

Extra Work – Extra work shall be assigned for the listed employees based on their date of qualification / classification

Temporary cover drivers

Unscheduled air drivers

ARTICLE 28 - PART TIME EMPLOYEES

Section 1

A. Part time employees shall be given the opportunity to fill ~~driver permanent~~ **full time jobs positions** before hiring from the outside on a 6 for 1 basis (six (6) part time to every one (1) outside hire), or as provided in the National Master Agreement, whichever is greater. Part time employees may fill ~~driver full time~~ vacancies in other buildings provided they meet the same requirements as an applicant from the outside.

B. Part time employees with ~~nine (9)~~ **six (6)** months or more seniority may select permanent vacancies and new permanent jobs on any shift in the same building in all months except October, November and December.

C. The employee awarded the job must satisfactorily complete the normal training period. An employee who fails to qualify shall not be allowed to transfer to driving again for one (1) full year, and shall have a maximum of two attempts to qualify as a driver.

D. Part time employees successfully transferring to permanent ~~driver full time~~ positions will be considered as newly hired ~~driver full time~~ employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer.

E. Any accrued vacation or sick leave will be offered as follows:

1. To be taken as scheduled at part-time rate.
2. To be paid off on day of transfer at part- time rate and start a new.

Section 2 — Notification of Vacancies

A. The Company will notify center employees of vacant regular part-time or full-time positions. Said notifications will be placed on the designated center bulletin board within seven (7) working days of permanent vacancy availability. Interested employees will sign a list indicating interest in the permanent vacancy. Said list will remain on the center bulletin board for a period of seven (7) calendar days, unless otherwise mutually agreed.

B. The permanent vacancy position will be awarded to the highest company seniority employee in the Center/Building who signed the list and meets all Company requirements.

C. The resulting part-time permanent vacancy from B above will be posted on the center bulletin board in all centers on the island for a period of seven (7) calendar days. The permanent vacancy will be awarded to the highest company seniority employee who signed the list and meets all the requirements. The resulting permanent vacancy will be filled with an outside hire.

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D. It is further agreed that said notification will be displayed only for the original opening and one additional opening, and not for subsequent vacated positions occurring as a result of the original and secondary moves.

E. The employee's seniority right's remains the same when they change from one area of work to another. However, the employee who fills the posted vacancy will not bump another employee who has already been assigned his job. The bidding employee will perform the work in accordance with the intended vacancy that was posted on the bulletin board.

F. When a full time inside employee vacates his position for any reason, if sufficient work remains available for a full time position, The Company will not replace the vacated employee with two part time employees.

ARTICLE 29 - WORK WEEK**Section 1 — Regular Working Week**

A. The regular week will consist of any five consecutive days within seven. 100% of the senior package drivers and full time clerks as specified below who are put to work the first full work day of a regular work week will be afforded the opportunity of working a minimum of thirty (30) hours during the week. In certain designated Centers that have the volume and operational availability to do so, an additional percentage of the most senior drivers who are put to work the first full work day of a regular work week will be afforded the opportunity of working a minimum of thirty five (35.0) hours, during the week. In certain other designated centers an additional percentage of the most senior drivers and full time clerks who are put to work the first full work day of the regular work week will be afforded the opportunity of working a minimum of 40 hours a week. The guarantees shall not apply:

1. To the weeks of Christmas, New Years, and the week after Thanksgiving. It is understood that the weekly guarantees will not apply if there has been a formal warning of a catastrophic event by the government authorities.

2. To a week that involves temporary layoffs because the week has a day designated as a Puerto Rico election day, or has a non-contractual full holiday, or has a new half holiday, not so designated as of July 31, 2002, and be comes so designated during the term of this Agreement, which results in business closures or volume reduction. The existing half-holidays as of July 31, 2002 are:

Eugenio Maria de Hostos	Natalicio de Washington
Abolición de la esclavitud	Natalicio de José de Diego
Natalicio de Munoz Rivera	Natalicio de José Barbosa
Descubrimiento de América	Dia del Veterano
Descubrimiento de P.R.	

3. To an employee who fails to work a scheduled work day during the week, or who is spended or discharged for just cause.

4. To a laid off employee who does not exercise his seniority to obtain available work.

5. When there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, storms, airport closures, act of Nature or failure of incoming aircraft to arrive, and these conditions cause a curtailment of all or part of the Employer's operation.

6. The year round guarantee will be as follows:

I. Drivers – Whole Year

Center	Total % Guaranteed	% At 30 Hrs.	% At 35 Hrs	% At 40 Hrs
Feeders	100	0	0	100
San Juan Bldg	100	20	30	50
Bayamón	100	20	30	50
Caguas	100	20	30	50
Ponce	100	10	30	60
Mayaguez	100	10	30	60
Arecibo	100	10	30	60
New Centers	100	100	0	

II. Mechanic Whole Year

Center	Total % Guaranteed	% At 30 Hrs.	% At 35 Hrs	% At 40 Hrs
San Juan Bldg.	100	0	0	100
Bayamón	100	0	0	100
Caguas	100	0	100	0
Ponce	100	0	0	100
Mayaguez	100	0	100	0
Arecibo	100	0	100	0
New Centers	0	100	0	

I. Full Time Clerks

100 % at 40 hours

B. Should the employee(s) working in the mechanic classification vacate his position for any reason in the centers of Arecibo, Ponce, or Bayamón, the full time replacement employee(s) will receive a guarantee of thirty (30) hours in Arecibo and thirty five (35) hours in Ponce and Bayamón respectively. All part time mechanics will be guaranteed four (4) hours per day.

C. The aforementioned Hours Guarantee by will apply based upon the current week's average employee dispatch by classification for said week in the applicable center.

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D. If as a result of seniority an employee is eligible for and receiving a weekly guarantee as outlined above in his original Center, and is moved to a newly created Center where his seniority does not entitle him to the guarantee, the weekly minimum for that individual's seniority falls within the Center's weekly minimum percentages. Red circled employees in a new Center will be counted first when determining the number of drivers who will receive weekly guarantees under the Center's percentage, regard less of how these individual's seniority compare with other drivers in the center. The Company District Manager and the Union Secretary-Treasurer and/or their designees will meet once per year during the term of this agreement in order to evaluate the guaranteed percentages to determine if it is economically possible to increase the number.

Section 2 - Overtime

A. The hours worked in excess of forty (40) a week and the ninth consecutive hour will be paid at double time, and the hours in excess of eight (8) per day, if the total of hours worked during the rest of the week does not exceed forty (40), will be paid as time and a half.

B. The Employer shall continue its effort to reduce overtime where requested. If the review does not indicate that progress is being made in the reduction of assigned hours of work, a full time employee for whom the Employer has continually caused to work over ten (10) **nine and one half (9.5)** hours per day, and a part time employee for whom the employer has continually caused to work over five (5) hours per day, shall have a right to file a grievance. It is understood that this will not apply on the days following Puerto Rico holidays or in the months of November or December.

Section 3 - Fragmentation

Unless as otherwise provided for in this Agreement **scheduled** hours shall be consecutively worked and neither the work day nor the work week will be fragmented.

Section 5 — Regular Working Week and Overtime

A. Aircraft Delays - It is understood that occasionally the inbound volume can be delayed due to acts of Nature, such as weather problems or other delays such as mechanical problems with the aircraft. If the projected delay is to exceed ~~(30)~~ **(15)** minutes the company reserves the right to adjust the starting times for all affected employees accordingly. The Company will make effort to notify all employees who have furnished the Company with a phone number as soon as is reasonably practical up to three (3) hours in advance, but in no case less than one hour in advance. The starting time will be delayed a minimum thirty minutes a maximum of one hour **and thirty minutes**. Notice of start time changes will be posted on the time clock. Upon request from delegates verification of late aircraft arrivals will be made available.

B. ACT NO. 83

1. The Union and the Company agree to an established alternate time system according to Puerto Rico's Act No. 83 of July, 1995, in which the employees may advance or delay the time at which they begin their workday and/or the meal period without it incurring in extra hours.

2. Any change in the time an employee begins the workday must be authorized by the supervisor. Without the supervisor's prior authorization, the employee will begin workday pursuant to the employee's regular schedule. The Union and the Company agree that nothing in this Article shall be construed as an authorization or consent for tardiness.

Section 7 — Paycheck (To follow Article 17 Master Language)

~~A. Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. Other shortages or overages involving more than fifty dollars (\$50.00) for full time employees, and twenty five dollars (\$25.00) for part time employees, will be corrected the next workday. All other errors will be corrected on the following weekly paycheck.~~

~~B. All economic claims for which the Company has agreed to pay will be properly paid within one week from the date the award was made.~~

~~C. All employees covered by this agreement shall be paid for all time spent in service of the employer.~~

ARTICLE 30 - OVERTIME

Section 2 — Overtime in Excess of Eight (8) Hours a Day

A. When the opportunity to work in excess of eight (8) hours a day arises, if the work to be done is already assigned, the opportunity to continue the work will be given to the employees already assigned to the work.

B. When the work is not assigned, the opportunities to work will be given to the workers according to seniority in the classification within the center to which the work corresponds.

C. This also applies **when extra work is available** to P T employees.

ARTICLE 33 - WAGE SCHEDULE

Section 1 — Work in Other Classification

A. An employee may be required to work in more than one job classification within any work day. When an employee works in another classification with a higher rate of pay than the position he normally occupies, the higher the rate of pay will be paid, and if he works in a classification with a lower

rate of pay, he will be paid the rate of pay he normally receives in his classification.

B. In layoff situations, when F T employees displaces other F T employees in another classification, the employee will be paid the appropriate rate for that classification in accordance with his seniority.

C. In layoff situations when a F T employee displaces a P T employee, he will get paid his original rate for the first ten days working on that classification. Days worked in excess of ten will be paid at the ~~P T classification top rate~~ **appropriate rate for work performed based on Company seniority.**

D. It is understood that when a P T employee displaces other P T employee in another classification his original rate will be paid.

Section 2 — Wage Schedule

A. Package Delivery Drivers

~~1. The seniority date plus two (2) years top rate, in effect of July 31, 2002, \$.~~ **Will follow wage and progression rates of Article 41 of the UPSNMA**

2. Driver wage increases, and additional bonus if any, will follow the National Master wage provisions.

3. Driver wage progression for employees hired after July 31, 2013 will follow the National Master wage progression.

4. A package driver doing pick-up or delivery work for one hour or more, driving a tractor trailer will be paid at the applicable tractor-trailer rate described below.

B. Feeder Drivers

~~1. The seniority plus two (2) years top rate, in effect on July 31, 2002, is as follows:~~ **Will be paid as specified below**

I. Package Car	\$23.07
II. Tractor trailer single unit	Driver rate + .10 per hour
III. Tractor trailer doubles less than 40 ft.	Driver rate + .50 per hour
IV. Tractor trailer doubles 40 ft. or more	Driver rate + .75 per hour

2. Driver wage increases, and additional bonus if any, will follow the National Master wage provisions.

3. Driver wage progression for employees hired after July 31, 2002, will follow the National Master Wage progressions.

C. Mechanics

1. Seniority Mechanics Driver rate + .10 per hour

D. Clerks

Will follow the wage and progression rates described as “ALL OTHERS” in Article 22 of the National Master Agreement, plus increases as provided for in either Article 22 or Article 41 of the National Master Agreement, as applicable, plus additional bonus, if any, as provided for in the National Master Agreement.

E. Part Time Employees

Will follow National Master wage and progression rate. Plus any Bonus offered in National Master Agreement.

Section 3 — Pension Plan

1. Full-time employees covered by this Supplement and represented by Teamster Local 901 who were covered by the UPS Pension Plan (“UPSPP”) and all future full-time employees under this Supplement who would have been covered by UPSPP absent this agreement, shall be covered by the UPS/IB T Full-Time Pension Fund as set forth in Article 34, Section 1(I) of the National Master Agreement (effective January 1, 2008) and the related Plan Documents and Trust Agreement. The Company’s obligation to provide future pension coverage under UPSPP will cease on the date a full-time employee becomes covered by the UPS/IB T Full-Time Pension Fund.

2. It is agreed and understood that the benefits level outlined in section 1 above are subject to future contract negotiations.

3. If the National Master Agreement provides for a per employee Company contribution match to the Teamster UPS National 401 K Tax contribution match to the Deferred Savings Plan, the Company agrees that for employees covered by this Supplemental Agreement, such contribution, in lieu of being paid to the National Plan, will be made to the Local 901 401K plan, provided:

I. The Local 901 Plan is operational and functioning in accordance with Internal Revenue and E.R.I.S.A. codes and regulations.

II. The Company will not be obligated to pay for any administrative or record keeping expense for the local 901 plan.

III. The Company will only be required to make contributions to one of the two plans.

4. Eligible part-time employees are covered under the UPS Pension Plan. With benefits as provided for domestic part time Teamster employees.

Section 4 — Health and Welfare Plan

To keep current plan or elect to be covered by Team Care Plan

A. The Company will continue to provide for all seniority drivers and mechanics a group healthcare plan administered

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through Triple S, identified as coverage for all full-time and part-time bargaining unit. "Employees with direct Dependents **including domestic partnership**" and further identified in the benefit proposal as Basic Coverage (MQ-41); (AC-14-H-91); Medicines (F-15); Dental (D-42); and Major Medical (MM59); (M2) Maternity; Orthodontics to \$1050.00 lifetime; Eyeglasses or Contact Lenses; and Hepatitis B (Engerix B) Inoculation coverage. The Company will provide for all part-time seniority employees on the payroll as of August 1, 1987, and all part-time seniority employees hired after August 1, 1987 who accumulate ninety (90) days of seniority a group healthcare plan administered through Triple S identified as coverage for the "Employee", and further identified in the benefit proposal as basic coverage (A-14); (MQ-41); H-91 Medicines (F-15); Dental (D-42); Major Medical (MM-59); Orthodontics to \$1,050 lifetime; Eyeglasses or Contact Lenses; Hepatitis B (Engerix B) Inoculation coverage. The Company reserves the right to negotiate the cost of the above specified coverage with Triple S and agrees such negotiation will reduce any of the benefits in the coverage identified above.

B. In addition to the coverage's in Section 4. A above, upon ratification of both the National Master and this Supplemental Agreement, the Company will provide for full and part time seniority employees the following coverage: Podiatry treatment for up to six (6) visits per person per calendar year.

1. Medically necessary chiropractic care visits up to eighteen (18) per person per calendar year as long as the patient is referred by a physician. However, the physician referral is not required for the first four (4) visits per calendar year.

2. The company will provide a new SPD 90 days post ratification of this Agreement detailing coverage for Organ transplant, chemotherapy, surgical procedures including open heart surgery.

The coverage in section 4-B-1 and 2 above shall be administered in accordance with a Triple S Major Medical provision that incorporates these expenses as applicable to the existing Major Medical deductible provisions, and at a coinsurance level no greater than the existing Major Medical coinsurance level.

C. Co pays for the following medical services will be as follows:

Hospitalization - \$ 20.00 Doctors Visit - \$ 7.00

Emergency Room - \$ 10.00 Prescription Brand - \$ 5.00
Prescription Generic - \$ 2.00

Mandatory Bioequivalent is FDA approved — If brand chosen then copay plus the difference.

ARTICLE 34 - SICK LEAVE

Section 1 — Monthly Accumulation

A. A seniority employee on the payroll as of July 31, 2002,

will accumulate up to thirteen days sick leave per year at the rate of one and one twelfth (1-1/12) days for each month in which he has worked at least eighty (80) hours.

B. Employees obtaining seniority after July 31, 2002, will accumulate up to twelve (12) sick days per year at the rate of one (1) day for each month in which he has worked at least ~~one hundred (100)~~ **ninety (90) hours**.

C. Seniority employees with perfect attendance for the twelve (12) month period beginning December 1st through November 30th will be awarded four (4) additional bonus days paid.

ARTICLE 35 — VACATIONS Section 1

A. Vacation schedules **of the active and reporting employees**, by classification **for full time seniority date and by shift by classification seniority date for part-time employees**, shall be posted on November 1st of each year of this Agreement, and remain posted for one (1) month for selecting of vacations for the following calendar year. If not available on time the selection time will be extended equal to the delay time without any penalty to the employee.

B. A minimum of fifteen (15%) percent of the employee by classification in a center will be scheduled off each week during the months of **the last two weeks of May**, June, July (**Except the week of July 25th PR Constitution Day which will be ten (10%) percent**), August. The application of the fifteen 15% by classification per center will be applied as follows:

1.

No. of Employee	No. of Vacation Per Week
1-14	2
15-20	3
21-30	4
31-40	6

2. For the remaining vacation months **of January through the end of October, with the exception(s) of the day after Three Kings Day through the following week and the week after the Good Friday Holiday**, the Employer will schedule vacations in relations to expected volume, **and allow a minimum of at least one (1) employee to be off on vacation each week**.

3. After all department personnel have selected their vacations, if there is need for an employee to change its vacation provided that there is space based on the agreed numbers, the change will be given if requested with a week notice.

C. The employees in the top 25% of the seniority list will select their vacations and if they choose elect pay for all days

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in excess of ten (10) during the first week of posting. The selection of vacation or pay in lieu thereof will continue with the second 25% by seniority selecting the second week, and continuing using the same formula until all have had the opportunity to select.

D. If a holiday falls within the employee's vacation period (Sunday through Saturday), said employee may elect to extend his vacation time by the number of holidays falling within the vacation period. **The employee may elect to take the additional day at the beginning or end of the scheduled vacation week.** The employee's election to extend his vacation must be made during the November vacation selection period. There will be no exception as to any holiday

E. Any employee who fails to select his vacation during the assigned period will wait until the selection process is completed and will then select from remaining open weeks. Any employee failing to select his vacation by the end of the posting period will be assigned his vacation by his Manager. In such cases, however, the manager cannot assign pay in lieu of vacation, or assign extended vacations for holidays in lieu of pay.

F. However, in case of disagreement between the company and the employee, the company has the final authority to schedule the vacations of its employees.

Section 2 — Monthly Accumulation

A. Seniority employees on the payroll as of July 31, 2002, will accumulate up to seventeen (17) days vacation per year at the rate of one and five twelve (1-5/12) days for each month in which he has worked at least eighty (80) hours.

B. Employees obtaining seniority after July 31, 2002, will accumulate up to fifteen (15) days vacation per year at the rate of one and one quarter (1 ¹/₄) days for each month in which he has worked at least ~~one hundred (100)~~ **ninety (90) hours.**

C. Employees who have accumulated fifteen (15) years or more of service by January 1st of any year will accumulate up to twenty (20) days per year, at the rate of one and two thirds (1 ²/₃) days per month in which he has worked at least eighty (80) hours.

D. Employees who have accumulated twenty (20) years or more of service by January 1st of any year will accumulate up to twenty two (22) days at the rate of 1 and ten twelve (1-10/12) per month in which he has worked at least eighty (80) hours.

ARTICLE 37 - SUPERVISORS WORKING

A. The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the

Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety, or as otherwise provided in the applicable Supplement, Rider or Addendum. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees.

The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employee's work performed by a supervisor or other employees of the Employer who is not a member of the bargaining unit.

B. When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

C. If there is no established local practice; the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part time employees requesting coverage work. It will be the employee's responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure his/her contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified **and available (cover the full duration of the double shift in addition to their primary job shift)** for the available work and double shift employees shall have seniority among themselves. No employee is allowed to work more than two shifts in any twenty-four (24) hour period. Local call verification practices and procedures shall remain in place. Nothing contained in this Section shall change existing practices or procedures covering full-time work.

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 employee will be paid as follows: (i) 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 the employee's rate of pay at the time of the incident; (ii) if the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at straight

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time or actual hours worked at one and one-half times 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.

ANEXO I

POLICY TO MAINTAIN THE COMPANY DRUG FREE

A. This policy has been established pursuant to the Drug Free Workplace Act of 1988 and to comply with Act 59 of August 8, 1997, known as the Act to Regulate Controlled Substances Detection Tests in the Private Work Sector. This policy will become effective on August 1, 2002 and it shall apply to all the employees of the Company. It is the policy of United Parcel Service that the manufacture, distribution, sale, dispatch, importation, possession, transportation, purchase or illegal or non-authorized use of a controlled substance by an employee is prohibited on or outside the Company premises, in or outside the workplace, in or out of work hours. Likewise, it is prohibited to be under the influence of controlled substances, on or outside the Company premises, in or outside the workplace, in or out of work hours.

B. Drugs or controlled substance means any substance which manufacture, distribution, sale, dispatch, importation, possession, transportation, purchase or use is prohibited or regulated by the United States Controlled Substances Actor by the Puerto Rico Controlled Substances Act or any other present or future law of the United States or the Commonwealth of Puerto Rico. For example, controlled substances include, but are not limited to: opium and its derivatives, such as heroine and morphine; cocaine; hallucinogens; marijuana; amphetamines or barbiturates.

C. Any employee who violates this policy on Company premises or in the workplace or during work hours will be dismissed from employment. In those cases in which the violation of this policy constitutes having tested positive for the first time in a drug test, the Company shall give the employee an opportunity for rehabilitation, in accordance to the terms and conditions set forth hereinafter. If the violation occurs outside the workplace or not during work hours, and there is no intervention of the pertinent authorities, the Company shall evaluate the case, and at its discretion, may dismiss the employee or impose disciplinary sanction as long as the employee agrees in writing to satisfactorily participate in a drug rehabilitation program, subscribes an Agreement for Rehabilitation with the Company and strictly complies with what is provided in Section 1 of this policy.

D. An employee accused of violating a criminal law or statute which prohibits conduct related to controlled substances, on or outside the Company premises, in or outside the workplace or in or out of work hours, the employee will be suspended of employment and salary pending the outcome of the criminal case.

E. If he/she is convicted of a crime for manufacture, distribution, sale, dispatch, importation, possession, transportation, purchase or illegal or non-authorized use of controlled substances, or related in another manner to controlled substances, on or outside the Company premises, in or outside of the workplace, or in or out of work hours, the employee shall be dismissed. A conviction means that the employee is found guilty (including an allegation of nolo contendere) or the entry of a judgment, or both by any Court of Justice before which a violation is decided, of a federal or state statute which prohibits or regulates the manufacture, distribution, sale, dispatch, importation, possession, transportation, purchase or illegal use of any controlled substance or that prohibits any other activity related to controlled substances.

F. If the verdict is not guilty, depending on the circumstances of each case in particular, the Company may or may not reinstate the employee in his/her employment, with or without pay for the period of the suspension.

G. As a condition to remain employed by the Company, every employee shall: comply with the Policy of Maintaining the Company Drug Free established herein and notify the Company when he/she is convicted of a violation of a criminal statute or law which prohibits conduct related to controlled substances, not later than five (5) days after said conviction.

H. The Company will implement a program to make the employees aware of its intention to maintain the Company free of drugs, informing the employees of: the hazards that the use and abuse of them involve; the policy of the Company to maintain the Company free of drugs; the programs available for rehabilitation, counseling, or employee assistance (the cost of the program will be paid by the employee); and the sanctions that will be imposed upon the employees who violate the Policy to Maintain the Company Drug Free.

The Company's Department of Human Resources will have the responsibility of carrying out all the investigations that are necessary.

I. When an employee voluntarily informs the Department of Human Resources that he/she has a drug use problem, the Company will give him/her the opportunity to remain as an employee, if he/she agrees in writing to: submit to an adequate rehabilitation program and remain in said program until his/her rehabilitation; not violate the Policy to Maintain the Company Drug Free; submit to all the tests for detection of controlled substances that the Company requires, without prior notice, during the period of one (1) year; comply with all the standards, rules and policies of the Company; accept that a violation of any of the afore mentioned conditions, or the terms and conditions of a rehabilitation program, will be justified cause for his/her dismissal.

The Company may, at its own discretion, transfer an employee to another position if it understands that keeping him/her in the present one constitutes a risk. The information obtained

from the employee and the fact that he/she is submitting to a rehabilitation program, will be restricted to those members of the Human Resources Department and Company Management on a need to know basis.

J. It is the responsibility of every employee, of every level, to make sure that this Policy is complied with.

ANEXO II

REGULATION FOR THE ADMINISTRATION OF TESTS FOR THE DETECTION OF CONTROLLED SUBSTANCES

A. EMPLOYMENT CANDIDATES

The Company will require that all employment candidates, regardless of the position applied for, submit to a test for the detection of controlled substances as part of a general physical examination.

B. VOLUNTARY TESTS

The Company, from time to time and as part of a campaign to make employees aware of its intention to maintain the Company free of drugs, will offer tests for the detection of controlled substances to all of its employees. These tests are completely voluntary.

C. EMPLOYEES WHO OCCUPY SENSITIVE POSITIONS

The Company may require employees who occupy sensitive positions to mandatory submit to tests for the detection of controlled substances at any time, and without prior notice. This is regardless of the fact that an individualized reasonable suspicion exists, that an accident has occurred or because of a random testing program. It will be considered that an employee occupies a sensitive position, if his/her functions involve the control or operation of a motor vehicle that is used to transport cargo on any public road, or whose functions involve the handling or control of drugs and controlled substances, explosives, gases, hazardous, inflammable, radioactive, toxic, high voltage materials or similar substances.

D. ALL EMPLOYEES

The Company will require its employees to submit to tests for the detection of controlled substances for the following circumstances:

1. When a work accident occurs. The accident should be: attributable to the employee, related to his/her functions and during work hours.
2. When an individualized reasonable suspicion exists that an employee is using controlled substances. Individualized reasonable suspicion is the moral conviction that a person is

under the effects, influence or is a user of controlled substances, whether said fact is established or not later on. Said suspicion should be based on observable and objective factors, such as: direct observation of use and possession of controlled substances; physical symptoms which indicate being under the influence of controlled substances; a persistent pattern of abnormal conduct or erratic behavior in the workplace.

3. The Company may establish a program of testing for the detection of controlled substances to promote the good health and well being of its employees, according to methods of random selection or drawing that the Company chooses in an objective manner.

Random selection or a drawing will consist of the placing of the employee's numbers in order to select by lottery casting lots, or any other method, those employees that shall have to take the test by mere chance.

E. STANDARDS

1. The tests will be carried out in a laboratory mutually selected by the Company and the Union.
2. The sample obtained will be processed using the test known as (name of the test and/or controlled substance that it detects). This test will be paid for by the Company.
3. Every sample which tests positive will be submitted to a chromatography spectrometer test of gases. This test will be paid for by the Company.
4. If the positive result is confirmed by the chromatography test, the medical review officer (medical review officer and/or MRO) contracted by the Company, will ask the person who tested positive if he/she is taking any medication that could have an effect over the results.
5. The employee has a right to contract another laboratory to obtain a second result of the same sample. This test will be paid for by the employee.
6. If the test performed at employee's request is negative, the Company can suggest three laboratories, of which the employee may choose one to perform a third test. This third test will be paid for by the Company and the result will be binding to all the parties.
7. The time necessary to submit to the testing will be considered time worked and the employee will be duly compensated.
8. All the information related to the results of the tests will be considered confidential. This information will only be revealed to the following persons: To the employee who gave the sample; to any representative authorized in writing by the employee; to employees designated by the Company; to wit: General Manager, Human Resources Manager and Manager of the Department in which the employee works; and the

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providers of treatment and rehabilitation programs, when the employee submits to a rehabilitation and treatment program.

9. The employee shall give his/her consent in writing in submitting to the test, as well as having the result of the same being made known to the members of the Human Resources Department and Company Management, on a need to know basis. The refusal of the employee to give his consent in writing shall be considered as a refusal to submit to the test and consequently the employee will be dismissed.

10. The unjustified refusal of an employee to submit a test, when he/she is so required, shall constitute prima facie evidence that the result would have been positive, and shall result in the employee's dismissal. Unjustified refusal constitutes the refusal to submit to tests for the detection of controlled substances or cooperating so that they can be carried out, such as, without excluding others: not arriving at the place where the sample will be taken without justification; abandoning the place where the sample will be taken; the refusal of the person, clearly stating that he/she refuses to submit to the proceeding; not obeying orders or following the instructions of the laboratory or official in charge, so that he/she can produce the sample in an adequate manner; or when the sample is altered.

11. If the test is positive on the first occasion, the Company will give the employee an opportunity to remain in his/her employment, as long as the employee agrees, in writing, to participate in a rehabilitation program under the terms and conditions stipulated therein, which include, among others, the employee's agreement to submit to all the tests to detect controlled substances that the Company requires him/her to, without prior notice, and his/her acceptance that if he/she tests positive again, it will be sufficient and just cause for his/her dismissal. The Company may, at its sole discretion, transfer an employee to another position, if it understands that maintaining him/her in the present one constitutes a risk. The cost of the rehabilitation program will be paid for by the employee.

12. The absences of an employee to attend a rehabilitation program will be first charged to sick leave and then vacation leave that he/she has accumulated. Once the accumulated sick and vacation leave is exhausted, the employee shall have the right to a leave without pay up to a maximum of thirty (30) days. Concurrently with sick and vacation leave and the thirty (30) days without pay mentioned above, the employee will be exhausting the twelve (12) weeks of leave without pay under the FMLA, if applicable. If during the rehabilitation program, the employee tests positive in a drug test, he/she could be dismissed.

13. If the employee refuses to participate in an appropriate rehabilitation program, the Company shall dismiss him/her.

14. Every employee who submits to an assistance and rehabilitation program will have the obligation of complying and collaborating with all the requisites of the program for the pur-

pose of achieving his/her rehabilitation within the least period of time possible.

15. The noncompliance of any of the obligations imposed by the program constitutes conduct that shall result in the employee's, dismissal. Any difference between the parties regarding the interpretation or application of "United Parcel Service Policy to Maintain the Company Drug Free" and the "Regulation for the Administration of Tests for the Detection of Controlled Substances" will be submitted to the grievance and arbitration procedure of the Collective Bargaining Agreement in effect between United Parcel Services and the Teamsters, Local 901.

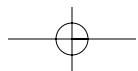
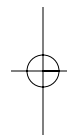
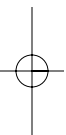
LETTER OF AGREEMENT

Plans to change Health Care Providers will be reviewed and agreed with the Local Union. Such agreement will not be unreasonably withheld.

Any such agreed upon change to the health plan administrator will not result in a change of benefit level.



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