

New England
and
United Parcel Service
Supplemental Agreement
to the
NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT

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

ARTICLE 45a - EMPLOYEES COVERED

Excluded from this Agreement are all audit clerks, receiving counter clerks, switchboard operators, all other clerks not specifically included in the Wage Schedule, watchmen, guards and supervisors.

ARTICLE 46 - LEAVE OF ABSENCE

Section 1 - Time Off for Union Activities

The Employer agrees to grant the necessary time off without loss of seniority to any employee who is appointed or elected to a full-time paid Union representative position.

The Employer further agrees to grant the necessary time off without discrimination or the loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours' written notice is given to Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Section 2 - Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties.

The employee must make suitable arrangements in writing for continuation of health and welfare and pension payments where applicable before the leave may be approved by either the Local Union or the Employer.

Section 3

A driver whose driving permit has been revoked is obligated to notify the Company before the driver's next report to work.

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 two (2) years. An employee whose driver's permit has been revoked, but for not more than two (2) years, shall be offered nondriving 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. 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 earning 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.

ARTICLE 47 - MAINTENANCE OF STANDARDS

Section 1 - Protection of Conditions

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, and general working conditions, as negotiated or agreed upon, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be

improved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

Section 2 - Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3 - Workweek Reduction

It is understood and agreed that should it subsequently be determined that employees of the Employer come under the provisions of the Fair Labor Standards Act or any similar legislation enacted in the State, then as to such employees any provisions of this Agreement which do not comply with the requirements of said Act are to be changed so that there is no violation of the statutes provided, however, that such changes shall not result in substantial penalties to the employees or the Employer.

In the event the parties cannot agree on a solution to any problem arising from this Section, either party shall be allowed lawful economic recourse.

Section 4 - New Equipment

Where new types of equipment and/or operations for which rates of pay are not established by the Agreement are put into use after the date of execution of this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 48 - GRIEVANCE PROCEDURE

Section 1 - No Strikes - No Lockouts

The Union and the Employer agree that there shall be no strike,

picketing, lock-out, tie up or legal proceedings without first using all possible means of settlement, as provided for in this Agreement or any Supplement hereto, of any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or the Employer from going to court of proper jurisdiction for an injunction against the other for breach of the no-strike, no lock-out, no tie-up, no picketing promises made herein.

Section 2 - Grievances

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement or Supplements hereto.

Grievance procedures may be invoked only by authorized Union representatives.

In the event of a grievance, it shall be handled in the following manner:

- (a) The employee shall report it to his shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within two (2) working days.
- (b) Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) working days.
- (c) If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed, to the New England Area Parcel Grievance Committee.
- (d) When a grievance or dispute is submitted to the New England Area Parcel Grievance Committee as provided for in Article 7 of the National Master United Parcel Service, Inc. Agreement, or the grievance or dispute cannot be satisfactorily settled by a majority

decision of the panel of the New England Area Parcel Grievance Committee, then the matter may be resubmitted by either party or both to an arbitrator selected under the rules and procedure of the New England Area Parcel Grievance Committee.

(e) In the event that the parties are unable to agree on which arbitrator should hear and dispose of the matter within three (3) days from the determination that the same could not be disposed of by the majority decision of the panel, then representatives of the parties shall meet within two (2) working days to select an arbitrator by the process as outlined in the rules and procedure of the New England Area Parcel Grievance Committee.

(f) On discharge cases only, which are referred to the New England Area Parcel Grievance Committee, an impartial arbitrator will sit as a seventh (7) panel member of the New England Area Parcel Grievance Committee, and shall render a decision in accordance with the Rules of Procedure of the N.E.A.P.G.C. The procedure of using an impartial arbitrator as a seventh (7th) member of the panel shall be reviewed yearly thereafter.

Section 3 - Approval by Parcel and Small Package Division

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement or Supplements hereto that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the Director, Parcel and Small Package Division or his duly authorized representative, with notice of such approval to be given to the Employer, in writing, prior to such strike or stoppage of work. The granting of such approval by the Parcel and Small Package Division shall not impose any liability on said Division.

Section 4 - Illegal Strikes

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole

and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, picketing, walkout or any other cessation of work and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further agreed and understood that the Union shall be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Union shall, within twenty-four (24) hours after request is made to the Executive Secretary of the Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the Parcel and Small Package Division to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

Section 5 - Examination of Records

The Local Union Business Agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employee whose pay is in dispute or records pertaining to a specific grievance. When notified by proper notice the information requested by the Local Union Business Agent shall be supplied.

ARTICLE 49 - UNIFORMS AND PERSONAL APPEARANCE

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 and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (5 winter - 5 summer) on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

The uniform and UPS shirts will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

It is agreed that employees must strictly comply with Employer's regulations concerning personal grooming and appearance and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees who are required to wear uniforms may continue the practice of wearing their uniforms to and from work.

ARTICLE 50 - PAYROLL PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of total hours and gross earnings year to date and an itemized statement of all deductions made for any purpose. Payroll checks shall be in sealed envelopes.

The payroll period shall run from Sunday to Saturday inclusive with payday not later than Friday noon of the next week. When the regular payday occurs on a holiday, or day celebrated as such, the Employer shall, where practical, pay the employees on the regular work day immediately preceding the holiday, but in no event later than Friday.

ARTICLE 51 - COURT APPEARANCE

When an employee is required to appear in any court, for the purpose of testifying not as a plaintiff or claimant, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earn-

ing opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in an accident during working hours with bail, bond and legal counsel and shall pay in full for same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence.

Any employee forced to spend time in jail or in courts in connection with a faithful discharge of his duties shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc.

ARTICLE 52 - TIME RECORD

A daily time record shall be maintained by the Employer for all of his employees. Each employee shall "punch in" his own time card or badge or device at the start of the day, and "punch out" his own time card or badge or device at the completion of the day's work at the Employer's place of business.

Where applicable, swipe cards will be provided for employees at their designated "punch in" and "punch out" location. Upon request an employee may review his/her time card/time record for the previous days work.

ARTICLE 53 - BREAKDOWNS - IMPASSABLE HIGHWAYS - EMERGENCIES

Section 1 - Breakdowns & 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 his 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 Company agrees to reimburse employees for all reasonable meal and lodging expenses.

Section 2 - Emergencies

Any local employee required to sleep away from home shall be reimbursed for his hotel and meal expenses and his time shall cease from the time he puts up except in no case shall he be paid for less than his regular guaranteed hours per day, and shall begin again at his regular time the next day. This provision shall continue to apply should he be held out more than one (1) day.

ARTICLE 54 - AIR CONDITIONING

Effective May 1, 1979, all feeder road equipment placed in service shall be equipped with air conditioning. Three (3) years from May 1, 1979, all other feeder road equipment shall be equipped with air conditioning.

It is understood that a Joint Committee may waive installation of air conditioning where climatic conditions, scheduling problems for retro-fitting or other standards exists. The Committee shall be guided by such rules as may be established by a similar Joint Area Committee under the National Master Freight Agreement.

ARTICLE 55 - PART-TIME EMPLOYEES

Section 1

Part-time employees are defined as employees who, when reporting to work as scheduled, shall receive the guarantee provided in Article 22, Section 5 (b), except for those part-time employees scheduled to work eight (8) hours. Should any part-time employee be required to work beyond the fifth (5th) hour he shall be paid one and one half (1 1/2) times his regular hourly rate for those hours worked in excess of five (5) hours on that day.

When an employee elects to accept an assignment to a second shift, prior to the end of their regular shift this provision shall not apply.

Section 2 - Part-Time Bid

Qualified part-time employees with one (1) year or more seniority may bid on permanent part-time openings and new jobs, except for the period of October 1 through December 31. A permanent new job or vacancy shall be one that has been in existence for a period of thirty (30) days.

Before the job becomes permanent, the Company shall have the right to assign the work. The job selection procedure shall be limited to three (3) moves, the original opening and two (2) others. The Company will fill the fourth (4th) opening.

All eligible, qualified part-time employees shall be afforded the opportunity to put their names on the list of qualified employees desiring to be considered for job openings on a different shift in their building. Each shift shall have separate lists. An eligible, qualified part-time employee may sign his or her name and seniority date to any and all lists, but will be limited to one (1) move per year. The job will be awarded in seniority order. Employees bidding jobs must be pre-qualified.

No more than twenty (20%) of the pre-loaders in any preload operations shall be allowed to change a shift in any twelve (12) month period for any reason.

Section 3

Part-time employees will work off the part-time employee seniority list in their building.

Section 4

Part-time employees will not be permitted to do tractor trailer feeder driving work. Part-time employees will be permitted to move vehicles within the confines of the Employer's property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building.

Where part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

Part-time employees may place their names on a list for Temporary Cover Drivers. The list will be posted for a two (2) week period effective January 1st and July 1st of each year.

Qualified Temporary Cover Drivers and Casual Drivers may work during the months of June, July, August, the first two (2) weeks in September, and from October 15th through January 15th. Temporary Cover Driver jobs will be filled by part-time employees consistent with Article 57, Section 2 (b) (1). Temporary Cover Drivers will be utilized prior to Casual employees. Temporary Cover Drivers will be recalled based upon earliest date of qualification as a Temporary Cover Driver.

Temporary Cover Drivers shall continue to accrue parttime seniority. Part-time employees who successfully complete a thirty (30) day qualification period working as a Temporary Cover Driver will not have to complete another probationary period as a successful bidder on a regular full-time position. An employee who fails to qualify shall not be allowed to re-qualify one (1) year.

Once qualified as a Temporary Cover Driver, employees will be assigned to the building in which they are domiciled as a part-time employee. Temporary Cover Drivers shall not be required to perform driving work in other buildings unless mutually agreed to by the Employer and the Union.

(a) While performing cover for full-time seniority drivers part-time employees shall receive the applicable package car driver progression rate of pay as provided by Article 41 of the National Master Agreement or his/her part-time wage rate whichever is higher. Part-time employees working as Temporary Cover Drivers shall accumulate progression service time credit which will move them through the progression schedule contained in Article 41. As they reach pay rate anniversaries under the progression schedule they shall receive the appropriate hourly wage rate contained in the schedule or their part-time rate if higher. Upon permanent transfer from part-time to full-time the company shall recognize the accumulated progression service time under the Article 41 progression schedule and shall place the new full-time employee at the hourly rate provided by

the progression schedule based upon their accumulated progression service time or their part-time wage rate if higher. It is understood that accumulated progression service will only be recognized for wage schedule progression purposes and not for seniority credit on the full-time seniority list.

(b) While working as a Temporary Cover Driver part-time employees shall be paid eight (8) hours straight time for Sick and Personal Days at the appropriate rate of pay.

Section 5

Part-time employees transferring to full-time jobs: After the completion of the job selection procedure as outlined in Article 57, Section 2 the resulting openings will be filled in conjunction with Article 22, Section 4 and as outlined below:

The permanent new job or permanent vacancy will be posted for a period of three (3) days. Part-time employees with nine (9) months or more seniority may bid on a full-time opening in the Union jurisdiction in all months, except October, November and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

The employee awarded the job must satisfactorily complete a thirty (30) work day training period in the package driver classification. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for.

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of transfer.

During and after the training period employees will receive the rate of pay as outlined in Article 41, Section 2 of the National Master Agreement.

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee. Upon attaining full time seniority, any monies owed for vacation, personal holidays and sick days shall be paid off at the employee's part time rate.

Section 6

The number of full-time inside seniority jobs in each Local union area as of April 30, 1979 will not be reduced while any part-time employees are working in the building where the layoff occurs. In the event a seniority full-time employee in any inside job shall die, quit, retire, be discharged or transfer into a driving job, such seniority employee shall be replaced with another seniority employee.

ARTICLE 56 - SUPERVISOR WORKING

It is understood that supervisors will not perform any work that is assigned to employees covered by this Agreement except for the purposes of training, demonstration, safety education or emergencies.

The Employer agrees not to improperly utilize emergency conditions or training and demonstration as a way to perform bargaining unit work.

In the event a supervisor does perform bargaining unit work the shop steward will be notified.

ARTICLE 57 - SENIORITY

Section 1

(a) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement at the Operating Center, Sub-center or Hub within the jurisdiction of the Local Unions. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

(b) All new employees shall be hired on a thirty (30) days' trial basis and shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. However, the Employer may not layoff, discharge or discipline for the purpose of evading this Agreement or discriminating in any manner prohibited by law. After thirty (30) days' trial period, they shall be placed on the seniority list as seniority employees in accordance with their date of hire provided, however, that an employee must work a minimum of ninety-six (96) hours during his thirty (30) days' trial period.

In case of discipline within the thirty (30) day period, the Employer

shall notify the Local Union in writing.

(c) Preference shall be given to employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required.

(d) All time spent in Company orientation programs will not count toward the acquisition of seniority. People attending orientations shall be paid a daily rate of one hundred dollars (\$100) for full time and thirty dollars (\$30.00) for part time. Part timers going to full time orientation will be paid at their current part time rate or whichever is greater.

Section 2 - Bidding

(a) Biennial Bid

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

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

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

(3) All moves from the bid must be made by June 15th of the year the bidding selection took place. In the event the employer violates this date, the subsequent bids will be on an annual basis in the local jurisdiction in which the violation took place for the duration of this agreement.

(b) Jobs - Inside to Outside

(1) Between the posting of the schedule, full-time seniority employees, in the order of their seniority and provided they are qualified for the job selected, shall have the right to select a starting time in a classification with a higher hourly rate when a new permanent

job opening or vacancy exists in such classification. Any new job in existence for more than thirty (30) days shall be considered a permanent job. Temporary jobs added from October 1 to December 31 shall not be subject to bid.

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

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

Temporary vacancies within the Package classification created by long term injury or illness shall be filled by the following method:

The Parties agree that Temporary vacancies created by Long Term injury or illness will be bid on the ninety first (91st) day. The Parties further agree the temporary vacancy will be posted as an "A" bid consistent with Article 57 and Article 66 Section 1 subsection c.

In the event of an injury or illness that results in no long term determination of absence, the Employer will utilize Cover drivers to cover the job for the duration of ninety (90) days. The Union and the Company will discuss an extension of posting if it appears that the employee will be returning to work soon after the ninety first (91st) day.

(c) Phase-In Procedure

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

disrupt the Company's operations.

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

(e) Full time seniority employees will select a bid job at the time of the bid. If an employee fails to select a bid he shall be assigned to a job, and such assignment shall be considered a bid for all purposes.

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

Section 3 - Layoff

(a) In the event of **an extended layoff the Company and the Local Union shall meet and review the procedures as a result of any jurisdictional bumping.** The least senior employee in the classification affected will be laid off or he may elect to displace the least senior employee in any other classification provided he is senior to the employee he is displacing. The displaced employees may then exercise his seniority in the same manner in any other classification until the least senior employee is laid off. In all other cases, when a bid job is consolidated, discontinued or suspended, the employee shall work as assigned. In the event the bid job is not restored after fifteen (15) workdays, the employee affected may elect to displace any employee in his or any other classification provided he is senior to the employee he is displacing and qualified to perform the job selected. The displaced employee may then exercise his seniority in the same manner. Moves resulting from such displacements shall be limited to three (3). Should a fourth (4th) displacement result, such displacement shall be made after thirty (30) days.

When there are junior people in the package driver classification working in a building and there are senior people in the same classification who are on layoff in another building within the jurisdiction of the Local and in the same UPS District, pursuant to the preceding paragraph, the senior person will be allowed to take the work by virtue of their seniority in the package classification for

the duration of the layoff. When their bid job is again available, the employee shall return to the original center unless a job is posted for bid then the applicable bidding process pursuant to the contract shall prevail.

(b) Full-time seniority employees hired prior to August 1, 1997 who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, said employee will be provided with eight (8) continuous hours of work at the appropriate rate for the classification of work performed, except that:

1. If said employee displaces a part-time employee and continues to perform the same work as his full time assignment, he will continue to receive his regular rate of pay.
2. If in the building there is a part-time employee receiving a wage rate higher than that of the displaced part-time employee(s), the full-time employee will receive such higher rate.

(c) Seniority employees hired after August 1, 1997 who may be subject to layoff, will be afforded the opportunity to work part-time on one (1) or two (2) shifts in their building. Said employees who have completed their full-time progression and are receiving top rate of pay in their classification will be paid the top rate of pay provided in Article 41, Section 3, for each hour of work, whether they displace one (1) or two (2) part-time employees.

(1) Said employees will be provide with eight (8) continuous hours of work, if available in their building. When eight (8) continuous hours of work is not available, said employees will be afforded the opportunity to work parttime one (1) or two (2) shifts in their building, including split shifts, if available. The determination of the availability of eight (8) continuous hours will be made by the Labor Manager, Division Manager and the Local Union. It will not be predicated on the creation of work that does not already exist.

(2) For employees covered by the Article 57, Section 3 (c) who have not completed the full-time progression in their classification, the part-time rate of pay will be established according to their company date of hire.

(d) When Section 3, Subsections 1 and 2 (A), (B) and (C) above do not apply, the following shall:

Full-time seniority employee in the order of their seniority may elect to take the work of part-time workers, if any, for the duration of the layoff. In such cases, the full-time seniority employees will be guaranteed three (3) hours' work at the appropriate rate for the classification of work performed, in addition to all fringe benefits.

(e) Section 3 (A), (B), (C) and (D) shall not apply when:

1. The Company shall have the right to lay off employees by classification, in seniority order, for one (1) day. The laid-off employees, in seniority order, may elect to displace the least senior employees working in the building as loaders (excluding pre-load) or unloaders, provided the selection does not interfere with their regularly scheduled job. Full-time employees electing to displace parttime loaders or unloaders will be paid at their regular rate for the hours worked on the part-time job.

2. During the first three (3) days of emergencies beyond the Employer's control, such as fire, flood, snowstorm, power failure, T.O.F.C. delays.

During strikes against UPS or other companies which require a reduction of the work force.

Section 4 - Other Applications of Seniority

(a) Seniority does not give an employee the right to choose any specific unit or load.

(b) A definite reporting time and working schedule covering all regular employees shall be established by the Employer and Union. It being understood that no employee shall be required to work in excess of ten (10) hours after returning from one tour of duty whether it be driving or a combination of driving and dock work, provided the involved employee notified his supervisor at the start of his workday, emergencies excluded. There shall be no layoff to evade the provisions

of this Agreement relating to scheduling and starting time.

(c) Employees in the order of their seniority shall have the right to:

1. Work opportunity in the event of layoff; however, an employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire, utility failure or unauthorized strike.

2. Select vacations from the Vacation Schedule as provided in Article 61.

(d) Sunday and Saturday work shall be apportioned among the regular employees in the manner determined by the Local Union and Employer.

(e) An employee called to work before his regular scheduled report time shall not be required to take time off to compensate therefore.

(f) Should the Employer violate the principles set forth in this Article, he shall compensate for the earning opportunity lost and at the rate provided herein, those employees affected.

(g) In the event of the recall of any employee laid off, the laid-off employee shall be given notice, at least the night before (except for absenteeism or sickness on that day), of recall by telephone, or telegram or personal contact, to the address last given the Employer by the employee. Where work develops during the next day, the Employer shall in the order of seniority of the laid-off employees make such work available by telephone, telegram, or personally contacting the employee at his home, or such place as he shall have designated with his Supervisor as the place of contact. An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time of his intention to report. In the event the employee fails to comply with the above provisions, he shall have no claim for work opportunity lost that day and shall notify the Employer of his intent to report the next day, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions.

(h) Employees hired for temporary job openings **in the Package Classification** from October 1 through **the first two full weeks of January and in the Feeder Classification from October 15 through the first two weeks of January** will not accrue seniority during that period and such job openings shall not be posted for bid during that period. If returned to work within sixty (60) days after that period, they shall be placed on the seniority list with credit back to their employment dates, providing they have met all other requirements for seniority.

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

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

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

Section 5 - House Concerns and Acquisitions or Purchases

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

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

Section 6 - Loss of Seniority

(a) Seniority shall be broken only by:

1. Discharge
2. Voluntary quit

3. Failure to respond to notice of recall as specified in Section 4 (g) of this Article for regular work seven (7) consecutive days after receiving notice or by mutual agreement

4. Unauthorized Leave of Absence

5. Unauthorized failure to report for work for three (3) consecutive days when working and on the seniority list

6. Layoff in excess of six (6) years.

(b) Any employee who is absent because of proven illness shall maintain his seniority.

Section 7 - Military Clause

The Company shall pay the health and welfare and pension fund contributions on employees on leave of absence for training or for emergencies in the Military Reserve, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for health and welfare and/or pension.

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the military Service Act of 1967, as amended, shall be granted all rights and privileges as most recently amended.

Section 8 - Posting of Seniority List

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment and a copy furnished to the Union. Claims for correction to such seniority list must be made to the Employer and the Union within thirty (30) days after such posting and after such time the seniority list will be regarded as correct.

Section 9 - Opening or Closing - Operating Centers, Subcenters or Hubs

(a) In order to provide for the interest of our people and to satisfy the service needs of our customers, the Company and the Union

agrees that any plan to open, close, or consolidate centers or hubs will be discussed in advance for the purpose of expediting and effectively implementing such a change.

(b)

1. When a new Operating Center, Subcenter or Hub is opened (except as a replacement for existing operations or in a new Center, Subcenter or Hub in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular positions in the new Operating Center, Subcenter or Hub in the order of their company or classification seniority to employees in those Operating Centers, Subcenter, or Hubs which are affected in whole or in part by the opening of this new Operating Center, Subcenter, or Hub.

This provision is not intended to cover situations where there is replacement of an existing operation or where a new operating center, subcenter or hub is opening in a locality where there is an existing terminal. In these latter situations, laid-off or casual employees in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full-time positions are not filled in this manner, then the provisions of the above paragraph shall apply.

2. The transferred employees, other than those referred to in the exception in Section 1 above shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old Operating Center, Subcenter or Hub if it is still in existence and carry with them their seniority at that old Operating Center, Subcenter or Hub. Employees who avail themselves of the transfer privileges because they are on layoff at their original Operating Center, Subcenter or Hub may exercise their seniority rights if work becomes available at the original Operating Center, Subcenter or Hub. Transferred employees shall have after thirty (30) days, the same privileges with respect to subsequent transfers as set forth in paragraph 1 above.

(c)

1. When an Operating Center, Subcenter or Hub is closed and the work of the Operating Center, Subcenter or Hub is eliminated, an employee who was formerly employed at another Operating Center,

Subcenter or Hub shall have the right to transfer back to such former Operating Center, Subcenter or Hub and exercise his seniority based on the date of hire at the Operating Center, Subcenter or Hub into which he is transferring provided he has not been away from such original Operating Center, Subcenter or Hub for more than two (2) years.

2. When an Operating Center, Subcenter or Hub is closed or partially closed and the work of the Operating Center, Subcenter or Hub is transferred to another Operating Center, Subcenter or Hub in whole or in part, an employee at the closed or partially closed Operating Center, Subcenter or Hub shall have the right to transfer to the Operating Center, Subcenter or Hub into which the work was transferred if regular work is available and shall exercise his seniority on a Company basis on the affected Operating Centers, Subcenters or Hubs.

3. If the Employer contemplates opening or closing any Operating Centers, Subcenters or Hubs within the jurisdiction of the fifteen (15) Local Unions listed on the title page hereof, he shall notify the Local Unions affected and the Chairman of the 1997 Negotiating Committee at least thirty (30) days prior to making such change, except in cases of emergency.

(d) Qualifications

In all transfers referred to in Section 9 above, the employee must be qualified to perform the job by experience in the classification.

(e) Filling Job Vacancies

When a vacancy or opening occurs at any of the Operating Centers, Subcenters or Hubs within the Local Union area, notice for bid shall be posted and remain posted in all Operating Centers, Subcenters or Hubs, within such Local Union area for three (3) working days. The most senior man bidding shall receive the job. The Local Union shall be notified in writing of any opening, closing or transferring the Employer's Operating Centers, Subcenter or Hubs.

ARTICLE 58 - OTHER BUSINESS

During the term of this Agreement, or any renewal thereof, the Employer shall not directly or indirectly operate, maintain or conduct any establishment or place of business or cause any establishment or place of business to be operated or maintained or conducted

where the effect thereof is to render the terms of this Agreement inapplicable for the purpose of evading the terms of this Agreement.

ARTICLE 59 - DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause but, in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee personally, or in writing, and a copy of the same to the Union affected except that no warning notice need be given to an employee before he is discharged if the cause of such is dishonesty or drunkenness or drinking during working hours (including lunch time and/or break periods), recklessness resulting in a serious accident while on duty or the use or possession of illegal drugs or the carrying of unauthorized passengers. The warning notice, as herein provided shall not remain in effect for a period of more than nine (9) months from the date the employee was first informed that a warning letter will be issued. Discharge must be by proper written notice to the employee and the Union affected.

Any employee may request an investigation as to his discharge or suspension. Should such investigation by the Employer and the Union prove an injustice has been done an employee, he shall be reinstated. If the Employer and the Union are unable to agree on reinstatement, the matter may be referred to the New England Area Parcel Grievance Committee under the terms of this Agreement. The New England Area Parcel Grievance Committee shall have the authority to order reinstatement or to sustain discharge and 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. If the employee involved is not within the Operating Center, Subcenter or Hub area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the Operating Center, Subcenter or Hub. If no decision has been rendered on the appeal within thirty (30) days, the case may then be taken up as provided for in Article 48 of this Agreement.

ARTICLE 60 - SUNDAY - HOLIDAYS - SICK LEAVE

Section 1

The following shall be recognized as paid holidays and all full-time seniority employees shall be paid eight (8) hours straight time pay therefore: New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and December 31, irrespective of the day on which the holidays fall. Part-time employees will be paid four (4) hours for holidays.

Section 2

(a) Seniority employees shall be paid for each recognized holiday or the day celebrated as such, irrespective of what day of the week the holiday falls on, on the basis of eight (8) hours' straight time rate provided they work any day during the payroll period. Any seniority employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty (30) days' duration. All employee required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay. Seniority part-time employees will receive four (4) hours' holiday pay provided they work any part of one (1) day in the holiday week.

(b) Employees hired to cover vacation throughout the year, after having been on the payroll for ninety (90) calendar days, will be paid for all recognized holidays, provided they work three (3) days in the payroll period.

Section 3

The applicable minimum rate for work performed on Sundays or holidays, as such, shall be one and one-half (1 1/2) times the normal rate as shown in the Wage Schedule, Article 67, herein for the first eight (8) hours of work which shall be a guarantee. Work performed after eight (8) hours on those days shall be paid for at one and one-half (1 1/2) times the normal rate through the tenth hour. Any time worked in excess of ten (10) hours on these days shall be paid for at one and one-half (1 1/2) times the applicable premium rate.

Section 4

Employees on night work whose regular work begins on a Sunday or holiday evening or ends on Sunday or holiday morning shall be given either the night before or the night after off for their Sunday or holiday, in accordance with the work schedule.

Seniority employees shall not be deprived of their sixth (6th) punch by the use of extra help. Except in the cases specifically agreed upon between the Employer and the Union, work on a night shift shall be treated as being performed on the day on which the shift commences. The holiday night shall not be staggered by the splitting of a single shift.

Any employee whose regular shift commences on the day before the holiday and who continues to work into the holiday shall be paid at the regular straight time rate for his first eight (8) hours and at time and one-half (1 1/2) his regular rate for hours in excess of eight (8) hours.

Section 5

If any of the above-named holidays occur when any employee is on vacation, he shall receive an extra day's pay in lieu of the holiday.

Section 6 - Personal Holidays

In the first year of employment, employees hired on or after October 1, will not be eligible for personal holidays until the next contract year (May 1 - April 30).

All seniority employees on the payroll more than six (6) months shall be entitled to three (3) holidays known as personal holidays to be mutually agreed upon between the Employer and the individual employees each contract year (May 1 - April 30). The employee must give one (1) week's notice of the desire to take such holiday. The Employer, after receiving the one (1) week's notice shall notify the employee within twenty-four (24) hours as to whether or not his request shall be granted or denied. Unused personal holidays shall be paid to all eligible employees in the first full pay period of the new contract year. Personal holidays must be taken during the contract year (May 1 - April 30).

Section 7 - Sick Leave

In the first year of employment, employees hired on or after October 1 will not be eligible for sick days until the next contract year (May 1 - April 30).

All seniority employees on the payroll more than six (6) months shall be entitled to five (5) sick days per contract year (May 1 - April 30) to be taken on a day-to-day basis. Sick days will be paid on the basis of eight (8) hours per day at the employees regular straight time rate for full-time employees and four (4) hours per day at the employee's straight time rate for part-time employees. Unused sick days shall be paid to all eligible employees in the first full pay period of the new contract year. Unused sick days may be accrued and carried over from one contract year to the next contract year (May 1 - April 30). An employee may request payment for all accrued sick days; payment at the current rate will be made within ten (10) days of the request. Unused sick days may be accrued for the length of the Agreement. Employees wishing to accrue sick days must notify the Company of their intent by April 1 of each year. Seniority employees with less than six (6) months seniority who leave the employment of the Company shall be paid sick days on a prorated basis. An employee who leaves the employment of the Company and who has more than six (6) months seniority shall be paid his sick day entitlement for that contract year.

Section 8 - Options

The five (5) sick days in Section 7 above or two (2) sick days combined with the three (3) personal holidays in Section 6 above may be used to provide the following options for all seniority employees on the payroll a minimum of one (1) year:

Option 1.

An additional one (1) week vacation consisting of five (5) consecutive days off with forty (40) hours' pay for eligible full-time employees and twenty (20) hours' pay for eligible part-time employees at their regular straight time rate.

Option 2.

Forty (40) hours' pay for eligible full-time employees and twenty

(20) hours' pay for eligible part-time employees to be paid at their regular straight time rate, in addition to the regular vacation pay during any vacation period preselected by the employee.

Option 3.

Forty (40) hours' pay for eligible full time employees and twenty (20) hours' pay for eligible part-time employees to be paid at their regular straight time rate in the last full pay period of the contract year.

Option 4.

All seniority employees electing not to take Option 1, 2, or 3, are entitled to three (3) optional holidays per year subject to the optional holiday provisions in Section 1 (b) 6 above. Optional holidays will be paid at the employee's straight time hourly rate, eight (8) hours for full-time employees and four (4) hours for part-time employees.

All employees must notify the Company what Option they are selecting one (1) month prior to the posting of the vacation list.

In any event, no employee shall be entitled to more than three (3) personal holidays or five (5) sick days in any contract year.

Section 9 - Disciplinary Action

The benefit of pay given to an employee for sick days does not excuse absence from work, however, bona-fide use of paid sick days will not automatically count towards disciplinary action. Each employee's record will be reviewed individually.

ARTICLE 61 - VACATION

Section 1

Seniority employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred and thirty five (135) days during that year, including any absence resulting from the performance of duties under this Agreement shall receive one (1) week's vacation with pay. After the first (1st) year of employment, if any employee has worked a minimum of one hundred

and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive one (1) week's vacation with pay.

After completion of his second (2nd) year of employment, if he has worked a minimum of one hundred and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive two (2) weeks' vacation with pay.

After the completion of his tenth (10th) year of employment, if he has worked a minimum of one hundred and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive three (3) weeks' vacation with pay.

After the completion of his fifteenth (15th) year of employment, if he has worked a minimum of one hundred and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive four (4) weeks' vacation with pay.

After completion of his twentieth (20th) year of employment if he has worked a minimum of one hundred and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive five (5) weeks' vacation with pay.

After completion of his twenty fifth (25) year of employment if he has worked a minimum of one hundred and twenty (120) days since his anniversary date, including any absence resulting from the performance of duties under this Agreement or proven illness or layoff, he shall receive six (6) weeks' vacation with pay.

Section 2

After the first (1st) year of employment, if an employee has not worked a minimum of one hundred and twenty (120) days since his anniversary date, he shall receive one-half (1/2) day's vacation for each month in which he has worked a minimum of ten (10) days.

After the second (2nd) year of employment, if he has not worked a

minimum of one hundred and twenty (120) days since his anniversary date, he shall receive one (1) day's vacation for each month in which he has worked a minimum of ten (10) days.

After the tenth (10th) year of employment, if he has not worked a minimum of one hundred and twenty (120) days since his anniversary date, he shall receive one and one-half (1 1/2) day's vacation for each month in which he has worked a minimum of ten (10) days.

After the fifteenth (15th) year of employment, if he has not worked a minimum of one hundred and twenty (120) days since his anniversary date, he shall receive two (2) day's vacation for each month in which he has worked a minimum of ten (10) days.

After the twentieth (20th) year of employment, if he has not worked a minimum of one hundred and twenty (120) days since his anniversary date, he shall receive two and one-half (2 1/2) day's vacation for each month in which he has worked a minimum of ten (10) days.

After the twenty-fifth (25th) year of employment, if he has not worked a minimum of one hundred and twenty (120) days since his anniversary date, he shall receive three (3) day's vacation for each month in which he has worked a minimum of ten (10) days.

Section 3

In his first (1st) year of employment, if an employee works a minimum of one hundred and thirty five (135) days in a period of ten (10) months and he is separated from his employment for any reason, he shall receive one-half (1/2) day's pay for each month worked.

After completion of one (1) year of employment, if he is separated from his employment for any reason, he shall receive one-half (1/2) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

After completion of two (2) years of employment, if he is separated from his employment for any reason, he shall receive one (1) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

After completion of ten (10) years of employment, if he is separated from his employment for any reason, he shall receive one and

one-half (1 1/2) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

After completion of his fifteen (15th) year of employment, if he is separated from his employment for any reason, he shall receive two (2) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

After completion of his twentieth (20th) year of employment, if he is separated from his employment for any reason, he shall receive two and one-half (2 1/2) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

After completion of his twenty-fifth (25th) year of employment, if he is separated from his employment for any reason, he shall receive three (3) day's pay for each month in which he worked a minimum of ten (10) days since the anniversary date of his employment.

Section 4

New employees hired during the previous year who are entitled to a vacation and older employees who do not work a full year, shall receive vacation pay equal to the average of their earnings for the full weeks which they worked, in that year, with a minimum of forty (40) hours.

All seniority full-time and part-time employees shall receive their vacation pay due them in advance by separate check on the basis of their earnings for the previous calendar year ending December 31, one fifty-second (1/52nd) of their earnings for each week of vacation, but not less than forty (40) hours' pay per week for full-time employees and twenty (20) hours' pay per week for part-time employees.

Any employee who is discharged or who quits shall receive the vacation allowance due him for that year.

Section 5

All employees shall, in order of seniority, select their vacation from May 1 through April 30, excluding the period from the Sunday after Thanksgiving through December 25. Selection of vacation shall be

on a Center basis, except in those Centers whose work force is composed of (1) Feed Drivers, or (2) Metro Drivers or (3) Inside Employees. In such instances there shall be separate Vacation Schedules for (1) Feeder Drivers, (2) Drivers and (3) Inside Employees.

Section 6

The vacation schedule must be posted by the Employer not later than April 1 to allow employees, in order of their seniority, to make their vacation selections. The vacation schedules shall remain posted for thirty (30) days, after which time they shall be taken down. Employees in the first fifty percent (50%) from the top of the seniority list must make their selection within the first fifteen (15) days after posting. Balance of the seniority list shall make the selection in the remaining fifteen (15) days. Any employee failing to make his selection during such periods shall be assigned whatever vacation period may be open.

Vacation Eligibility

Years of Service	Total Weeks of Vacation
1	1
2	2
10	3
15	4
20	5
25	6

Section 7

Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In the case of the death of an employee who is eligible for vacation, vacation pay due such an employee shall be paid to the employee's estate.

Section 8

All part-time employees' vacation benefits shall be prorated; however, in no event shall a part-time employee be paid less than four (4) hours per day for vacation benefits.

Section 9 - Summer Vacations

(a) During each week of the months of June, July and August, and the first two weeks of September the Company will afford fifteen percent (15%) of the eligible employees in each Center the opportunity to receive a vacation. Selection shall not be mandatory.

(b) The Company will attempt to offer the opportunity to cover driver vacations to as many full-time inside employees as possible, provided there is no disruption in the Employer's operations.

(c) The Company will offer the opportunity to cover tractor-trailer vacations to as many tractor-trailer qualified employees as possible.

Section 10

The Company will attempt to schedule sufficient vacations from December 24 of any year through the second (2nd) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations, UPS, for final resolution.

Section 11

Seniority employees retiring as of January 1 of any year shall notify the Employer by December 10th of the prior year of his/her retirement. Such employee will receive his/her entire vacation for the oncoming year, based on his/her years of service, plus any vacations in the current vacation schedule.

Employees who have earned at least two (2) weeks of vacation will have the option of declaring that he/she wants to split one (1) of the available weeks of vacation into five (5) single days. The employee must declare this option at the time of the vacation selection. Seniority will prevail in the selection of the single day(s). Single vacation days must be selected in writing a minimum of seven (7) working days prior to the day the employee desires off. The company will approve or deny the request

within two (2) working days of receipt. Such vacation days will be paid at the same rate as vacations.

ARTICLE 62 - EXAMINATION AND INSPECTION FEES

Section 1 - Examination

(a) Employees other than applicants shall be paid for the time involved in travel and examination not to exceed two (2) hours at the straight time hourly rate of pay.

(b) If the two (2) physicians disagree, the Company and the Union shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be borne by the Employer.

Section 2 - Injury on the Job

If an employee is required to visit a hospital, clinic, doctor's office or other places for treatment or diagnosis outside working hours he shall be paid for the time involved in travel and treatment, but, not more than two (2) hours at his normal rate of pay.

ARTICLE 63 - OTHER EQUIPMENT

(a) The Employer shall not require as a condition of continued employment that an employee purchase a truck, tractor and/or tractor and trailer or any other vehicular equipment.

(b) The Employer agrees not to hire any outside equipment when he has available equipment of his own.

(c) The Employer will not hire outside trucks except to supplement its own equipment when such equipment is in full use. When hired trucks are required, the men required to operate and work them, irrespective of ownership, shall be paid as employees of the Employer and shall be governed by the terms of the Agreement while so employed.

ARTICLE 64 - BREAK PERIOD

There will be two (2) ten (10) minute break periods each workday, ten (10) minutes in the A.M. between the second (2nd) and third (3rd) hours and ten (10) minutes in the P.M. between the sixth (6th) and seventh (7th) hours. **Part-time employees working on a shift greater than six (6.0) hours or area practice will be eligible for a ten (10) minute break.** All employees working more than ten (10) hours will be paid a twenty (20) minute break. The twenty (20) minute break must be completed by the end of the 11th hour except during the months of November and December.

Feeder drivers entitled to a twenty (20) minute break must take their break between the tenth (10th) and eleventh and one half (11 1/2) hour unless they are delayed by inclement weather or vehicle breakdown.

ARTICLE 65 - FEEDER

1. Feeder Drivers' Work

- a. Feeder Drivers of the IBT Locals party to this Agreement or any IBT Locals that have Agreements with UPS shall load, unload and sort as directed in any of the Company's locations.
- b. **Feeder Driver work shall include but not be limited to pick up and deliver trailers at rail yards, airports, off-site pad areas, satellite facilities, and any other United Parcel Facility or Customer.** Feeder Drivers shall not perform pickup or delivery work within the Operating Center, Subcenter or Hub City or the towns and cities contiguous thereto, except in their Local Union area, unless mutually agreed by the Negotiating Committee.
- c. **Feeder Drivers shall balance any and all equipment at any of the Employers locations inclusive of rail yards, airports, off site pad areas, satellite facilities and any other United Parcel Service facility or customer location.**
- d. Tachographs shall not be used to time a run and shall not be used as evidence against any driver for any reason.
- e. Any tractor trailer work would be classified as feeder work and shall receive the appropriate rate of pay.

f. When a starting time is changed, **or a destination change, a leg is added or deleted or any change to the bid** in the feeder classification, it will be subject to bid by the employees in the affected group. **Customer Pick Up (CPU) may be subject to re-bid if the bid drivers earning potential is diminished as a result of a deletion of such Customer Pick Ups (CPU). The employer agrees to review all additions and deletions with the Local Union or its designee prior to any postings.**

2. Tractor Trailer Qualified List

An employee may remove himself from the tractor trailer qualified list if:

- a. The employee has been on the list working as a tractor trailer driver for a period of two (2) or more years.
- b. The employee notifies the Company thirty (30) days prior to posting of the annual bid.

3. Feeder

Any employee who is not currently qualified will be given an opportunity to do so as provided for below:

- a. Employees who are interested in qualifying as tractor trailer drivers will so notify the Company. These employees, in seniority order, provided they meet the Employer's qualifications for attendance, will be given an opportunity to attend one of the Company tractor trailer schools. Such employees shall be compensated at their regular straight time hourly rate while attending school. The school may be conducted on Saturdays. The school will be conducted when the need for additional tractor trailer drivers arises in any given location or locations. The Company agrees to furnish the instructors and necessary equipment.

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

In the event there is not sufficient instructors or equipment to maintain this bench, the company may use outside tractor-trailer schools, including

those run by various Local Unions. All other conditions shall apply.

b. To qualify for attendance at the tractor trailer school, an employee must not have had an avoidable accident during the year preceding his application to attend school.

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

d. When an employee successfully completes the tractor trailer school he will be added to the qualified list.

e. When it is necessary to fill a tractor trailer job from the qualified list, the employees on the list in the Center or Hub where the opening exists will be offered, in seniority order, an opportunity to fill the position. In the event no employee on the qualified lists elects to fill the opening, the least senior employee on the list will be assigned the job.

4. Casual Feeder Drivers

a. Casual Feeder Driver will not be utilized until feeder qualified drivers on the TTQ list working in another classification are offered the work. Those intending to work in Feeders during peak must notify the company of their intent in writing by October 1st of each year. This declaration will be binding for that year.

b. All peak jobs prior to December 1st inclusive of new jobs will be subject bid prior to a casual being assigned to a specific job. If the seniority list is exhausted, the employer has the right to assign a casual the work.

ARTICLE 66 - HOURS OF WORK AND OVERTIME

Section 1

(a) Five (5) days shall constitute a normal week's work for local employees from Monday to Friday, inclusive, and the hours of labor each day shall be worked in uninterrupted succession. All time worked in excess of eight (8) hours per day shall be paid for as overtime

at one and one-half (1 1/2) times the normal rate.

(b) Full-time employees hired after July 31, 1987, shall have a work week of five (5) consecutive days, Monday-Friday or Tuesday-Saturday.

(c) The schedule when changed shall be posted by the Employer on Monday to become effective on the following Monday.

Section 2

(a) Employees ordered to report for work before their starting time shall be guaranteed eight (8) hours' work or pay in addition to the time worked before their starting time, with time and one-half (1 1/2) for all hours worked over eight (8) hours. Any employee ordered to work after his regular starting time shall have his time refer back to his regular starting time.

(b) Employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time.

(c) Part-time employees to work before their regular start time shall be paid at straight time for work prior to the regular start time plus their guarantee.

Section 3

(a) Any employee who is called or reports as scheduled, unless advised not to report, shall be guaranteed a minimum of eight (8) hours' work or pay.

(b) All employees required to report for work on the sixth (6th) report in a payroll period shall be guaranteed a minimum of eight (8) hours' work at their applicable premium rate of time and one-half (1 1/2). All full time seniority employees hired after July 31, 1987, on their sixth (6th) and seventh (7th) report in a payroll period will be paid time and one-half (1 1/2) the normal rate. Any time worked in excess of eight (8) hours on these days shall be paid for at one and one-half (1 1/2) times the normal straight time rate through the tenth (10th) hour. Any time worked in excess of ten (10) hours on these days shall be paid for at one and one-half (1 1/2) times the applicable premium rate.

(c) All part time employees hired after July 31, 1987, who work on

Saturday or Sunday or both Saturday and Sunday during the months of October, November, December will be paid the normal straight time rate.

(d) Except for meal time, working time for all employees shall start when they are instructed to report and do report at the Operating Center, Subcenter or Hub and shall continue until relieved from duty at same regardless of occupation. Employees shall be allowed time out for meals which shall be one (1) hour and shall not begin until the employee has worked four (4) hours except for inside employees whose lunch hour may begin after they have worked three and one-half (3 1/2) hours, but must begin before he has completed five (5) hours of work. Any employee who is ordered to work during any part of his meal period shall be paid for the full meal period and shall be allowed and must take twenty (20) minutes to eat lunch and such time shall be considered as time worked. Any employee who is ordered to work during any part of meal period shall be guaranteed nine (9) hours' pay for that day.

ARTICLE 67 - WAGES AND ALLOWANCES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5 - Helpers

Package driver helpers will be used from the Monday of the week prior to Thanksgiving week until December 25 of any contract year. Such employees shall receive \$9.50 per hour for the life of the Agreement. Helpers when required by the Employer will punch his/her own time card at the beginning and end of the work day. Helpers will be paid based on hours worked. Helpers will not be allowed to do any driving work whatsoever.

Helper operating plans will be reviewed with the Local Union.

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

Section 6 - Wage Schedule

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5221375301upsnewengland5.pdf>
that shows the negotiated changes between the previous New England Supplement and the 2013-2018 Supplement, does not show updates to the wage information that was in Article 67, Section 6 of the previous Supplement.)*

Full-Time Employees

Classification

Lead Driver

Package Drivers, Vehicle Positioners

Hub Sorters

Hub Pick-Off, Rewrap, Wrong Address Corrections

Preloaders

Loaders, Unloaders

Feeder Drivers

Double Bottom Drivers

Car Washers

NOTE: An additional twenty-five cents (25 cents) per hour over the applicable feeder rate (over or under one hundred forty (140) miles) shall be paid to any employee who pulls any combination of 26', 28' or 30' trailers.

*All driving miles will be counted in determining those Feeder Drivers who qualify for the more than one hundred forty (140) mile rate.

ARTICLE 68 - HEALTH AND WELFARE

Section 1

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

(b) Commencing with the first day of August, **2013** and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, or casual employee irrespective of his status as a member or nonmember of the Local Union from the first hour of employment subject to this Collective Bargaining Agreement as follows.

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

Section 2

Effective August 1, **2013** the Employer shall contribute to the

respective Health and Welfare Funds the sum of **\$9.4125** per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than **\$376.50** per week for any one employee.

Effective August 1, **2014** the Employer shall contribute to the respective Health and Welfare Funds the sum of **\$9.9125** per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than **\$395.50** per week for any one employee.

Effective August 1, **2015** the Employer shall contribute to the respective Health and Welfare Funds the sum of **\$10.4125** per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than **\$416.50** per week for any one employee.

Effective August 1, **2016** the Employer shall contribute to the respective Health and Welfare Funds the sum of **\$10.9125** per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than **\$436.50** per week for any one employee.

Effective August 1, **2017** the Employer shall contribute to the respective Health and Welfare Funds the sum of **\$11.4125** per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than **\$456.50** per week for any one employee.

* Subsequent contribution increases will be made pursuant to the terms and conditions outlined in Article #34 of the National Master Agreement for the life of this agreement.

Commencing with the first day of August, **2013** and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Fund as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on lay-off status during any payroll period but has completed three (3) days' work in that pay period and;

(2) The Employer agrees to make contributions up to a maximum of twenty (20) hours on behalf of a regular part-time employee who may be on lay-off status during any payroll period but has completed three (3) days of work in that pay period.

For the purpose of this Section each hour paid for, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or part-time employee as provided above, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks in some other Health and Welfare Fund.

All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding and the Employer shall be liable for all costs of collecting the payments due together with the attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

No oral or written modification of this Article shall be made by the Local Union or the Employer and, if made, such modification shall

not be binding upon the employees performing work with the scope of this Collective Bargaining Agreement and covered by this Article or upon the trustees of the respective Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

Section 3

The Employer and the Unions which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement and ratify all action already taken or to be taken by such Trustees within the scope of their Authority.

ARTICLE 69 - PENSION FUND

Section 1

The Employer agrees to continue to make payments to the New England Teamsters and Trucking Industry Pension Fund for each employee covered by this Agreement as follows:

(a) Commencing with the first day of August, **2013 and for the period of time specified in the parties memorandum of understanding dated September 16, 2012**, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, temporary or casual employee, irrespective

of his status as a member or a nonmember of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

Commencing September 16, 2012, the said hourly contribution rate shall be \$6.20 but not more than \$248.00 per week for any one employee.

Commencing with the first day of August, **2013**, the said hourly contribution rate shall be **\$6.20** but not more than * per week for any one employee

Commencing with the first day of August, **2014**, the said hourly contribution rate shall be **\$6.20** but not more than \$ * per week for any one employee.

Commencing with the first day of August, **2015**, the said hourly contribution rate shall be **\$6.20** but not more than \$ * per week for any one employee.

Commencing with the first day of August, **2016**, the said hourly contribution rate shall be **\$6.20** but not more than \$ * per week for any one employee.

Commencing with the first day of August, **2017**, the said hourly contribution rate shall be **\$6.20** but not more than \$ * per week for any one employee.

* Subsequent contribution increases will be made pursuant to the terms and conditions outlined in Article #34 of the National Master Agreement for the life of this agreement.

Commencing with the first day of August, **2013** and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

1. The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period and;
2. The Employer agrees to make contributions up to a maximum of

twenty (20) hours on behalf of a seniority part-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a seniority employee (as defined in the Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(b) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the pension plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this Collective Bargaining

Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the Collective Bargaining Agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund. If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Collective Bargaining Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement. It is understood and agrees that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(e) No oral or written modification of this Section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this Section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(f) All employers contributing hereunder shall post each month at each terminal or other place of business where employees have such access thereto an exact copy of the remittance report form of contributions sent to the fund.

(g) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 65, Section 1 (d), such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(h) Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

ARTICLE 70 - CENTER CLERKS

Section 1

(a) All Center Clerks, upon attainment of seniority, will be placed on the part-time or full-time center clerical seniority list, whichever is applicable.

(b) Bidding

Bidding language in the Master Agreement shall not apply. In lieu, thereof, the following shall apply:

Seniority rights of employees covered by this Supplement shall be limited exclusively to the classification of Center Clerk. Center Clerks, provided they are qualified, may in seniority order bid on all new permanent job openings or vacancies in their building.

All full time vacancies shall be bid. Preference shall be given to part time clerks in seniority order.

Section 2 - Wage Schedule

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5221375301upsnewengland5.pdf>
that shows the negotiated changes between the previous New England Supplement and the 2013-2018 Supplement, does not show updates to the wage information that was in Article 70, Section 2 of the previous Supplement.)*

Full Time Center Clerk

ARTICLE 71 - MECHANICS AND MAINTENANCE

This Supplement to the National Master United Parcel Service, Inc. Agreement for the period August 1, 2008 to July 31, 2013 shall apply to all automotive and maintenance employees, employed by United Parcel Service in the Jurisdiction of Union Locals 191, 443, 493, 671 and 677. Except as otherwise provided herein, the provisions of the New England Area United Parcel Supplement shall apply to said employees.

Section 1 - Wages and Allowances

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

Start 75%
Seniority 85%
Seniority date plus 6 months 95%
Seniority date plus 12 months Top Rate

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

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5221375301upsnewengland5.pdf>
that shows the negotiated changes between the previous New England Supplement and the 2013-2018 Supplement, does not show updates to the wage information that was in Article 71, Section 1 of the previous Supplement.)*

Rates Per Hour

Classification

Journeymen Mechanics

Journeymen Building/Equipment Repairmen Partsman

Partsmen 2nd Class

Car Washer

Section 2 - Call-In Time

Any mechanic who is off duty may be called in for emergency or road work with a minimum of four (4) hours' work or pay at the applicable premium rate.

Section 3 - Tool Replacement

Seniority journeyman employees will be given a three hundred and fifty dollar (\$350.00) tool allowance after taxes. This allowance will be included in the weekly payroll check for the first (1st) full week

of January in every calendar year starting January 2009.

Section 4 - Apprenticeship Program

The Company reserves the right to institute an apprenticeship program.

Section 5 - Subcontracting

The Company will not subcontract work now being performed by employees covered by this Agreement provided:

- a. Trained personnel are available.
- b. The Company has the necessary equipment.
- c. The work can be performed during the regular workweek.
- d. The work can be done as economically and satisfactorily with the Company's own employees and facilities as would be the case if the work was subcontracted.

Section 6

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

ARTICLE 72 - TRAINING

Section 1

To be eligible to qualify for attendance at the employer's Trainer's School, the employee must be seniority, currently performing in the classification in which they will be training, have at least six (6) months experience on that job and an acceptable safety record for the past twelve months.

Section 2

The trainer will be considered qualified upon the successful completion of the employer's Training School. An employee who does not qualify or who is subsequently disqualified by the employee

will remain disqualified for a period of one year. Any disputes concerning qualification or disputes concerning the New England Training Agreement will be handled in accordance with the supplemental grievance procedure. Cases deadlocked at the NEAPGC will be heard at the Teamsters/UPS National Grievance Committee.

Section 3

Training will be assigned within separate classifications and separate centers or shifts by seniority to qualified trainers. Full-time employees will train full-time employees and part-time employees will train part-time employees. The only exception will be when both full-time and part-time trainers are working in the same classification and center or shift, where full-time trainer's seniority will be recognized before part-time trainers for training purposes.

Section 4

A list will be created of those employees wishing to become qualified. This list will be updated on an annual basis. Training jobs will be filled according to seniority from the list as needed and in accordance Paragraph 1 of the National Training Agreement. Once qualified, the employee shall remain a trainer for at least one year and until such time as the employee notifies the Company in writing of their intent to disqualify themselves with thirty (30) days notice. Re-entry will require Company re-certification. No employee may have their name removed from the qualified list against their wishes without the prior approval of the District Labor Manager.

Section 5

Whenever an employee works as a trainer for any part of a day, the employee shall be paid \$.50 per hour in addition to the employee's regular rate of pay and shall receive the higher rate of pay for the entire day. Limited incidental and informal follow-up conversations do not apply.

Section 6

When training, trainers will be afforded the opportunity, if requested at the time training is assigned, to work at least the same number

of hours per week as they averaged in the previous four weeks (December hours will not be included in the computation of hours worked). If there is no work available in the trainer's classification, the trainer will work as directed.

Section 7

When a trainer is not being utilized as such, they will perform their regular job at their regular scheduled starting time. Otherwise, trainers will not be required to report to work as trainers more than two hours earlier or two hours later than their regularly scheduled starting time, and in any event, they may not be required to move more than two hours from the previous day's start.

MEMORANDUM OF UNDERSTANDING

Recognizing that the issues concerning Article 22.3 language are being negotiated by the National Committees, the parties agree that should there be no changes or agreements reached at National Negotiations concerning Article 22.3 issues, the Company and Local Union agree to meet after ratification to discuss local grievances resulting from the elimination of 22.3 jobs dating back to 2008 and to comply with the National Bargaining Committee Agreement.

NEW ENGLAND NEGOTIATING COMMITTEE FOR THE EMPLOYEES

**FOR THE COMPANY – UNITED PARCEL SERVICE
UPS NEW ENGLAND NEGOTIATING COMMITTEE**

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