

NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For the Period:

December 19, 2007 through July 31, 2013

Note on Harassment

As volume has increased in recent years and the country has weathered economic downturns, UPS has put more and more pressure on its employees. The Teamster membership has made it clear that putting a stop to the ongoing and continuous harassment and bullying by UPS management is a top priority. This has been an issue for many years and although it occasionally subsides, this only happens after the Union threatens action. Therefore, it is time to decisively resolve this issue.

Harassment is an issue that encompasses many forms. Supervisors use telematics; poor staffing levels; retaliation for filing grievances, accident reports and on-the-job injury reports; retaliation for eight hour requests and invoking rights pertaining to 9.5 language; OJS rides; and various other tactics. It is the Company's responsibility to hire and maintain a sufficient work force to service its customers without unreasonably burdening its employees. Management has consistently failed to fulfill that obligation, instead shifting the responsibility for ensuring service commitments are met to its already highly productive employees.

The Union will be making proposals in various Articles and Sections of the Agreement in order to address this problem, including language explicitly setting forth the existing right of employees to refuse to work under unsafe conditions, their right to refuse to drive unsafe or overloaded trucks, and requiring them to follow every Company promulgated safety and operational policy and procedure .

ARTICLE 1. PARTIES TO THE AGREEMENT

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean, ~~where already recognized,~~ feeder drivers, package drivers, sorters, loaders, unloaders, porters, office clerical, clerks, **Customer Counter Clerks**, mechanics, maintenance personnel (building maintenance), car washers, United Parcel Service employees in the Employer's air operation, and to the extent allowed by law, employees in the export and import operations performing load and unload duties, and other employees of the Employer for whom a signatory Local Union is or may become the bargaining representative. Employees of CSI and UPS Latin America, Inc. are also covered by this Agreement as specified in the P&D Supplement and the Challenge Air Cargo Supplement, respectively.

In addition, effective August 1, 1987, the Employer recognized as bargaining unit members clerks who are assigned to package center operations, hub center operations, and/or air hub operations

whose assignment involves the handling and progressing of merchandise, after it has been tendered to United Parcel Service to effectuate delivery. These jobs cover: package return clerks, bad address clerks, post card room clerks, damage clerks, rewrap clerks, and hub and air hub return clerks. This Agreement also governs the classifications covered in Article 39 - Trailer Repair Shop. Effective no later than February 1, 2003 the Employer recognizes as bargaining unit members FDC/ODC clerks, international auditors, "smart label" clerks and revenue auditors ~~who work in the operations facilities.~~

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Section 4. Work Assignments

The Employer agrees to respect the jurisdictional rules of the Union and, except as otherwise provided in this Master Agreement, Supplements, Riders, or Addenda, shall not direct or require their employees or persons, other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees ~~in said units~~ **in each Local Union's jurisdiction**. This is not to interfere with bona fide agreements with bona fide unions. The Employer further agrees not to combine into a single job work presently performed by members of one Teamster Local Union with work presently performed by members of another Teamster Local Union.

Section 7. Supervisors Working

(c) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, ~~except to train employees or demonstrate safety, or as otherwise provided in the applicable Supplement, Rider or Addendum.~~ **except for the first seven (7) days of a new employee's tenure at the Company for the purpose only to train and demonstrate safety to the new employee.** However, in the case of Acts of God, supervisors shall comply with the procedures in subsections (b) and (c) and may only perform bargaining unit work until bargaining unit employees are available. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. **Sufficient staffing shall include adequate workforce to cover the daily fluctuations due to employee absences.** The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employee's work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.

(d) (no changes)

(e) **When there are employees on lay-off and a supervisor works for any reason, the senior employee or employees on the lay-off list will be made whole for the shift and work week guarantee (if applicable). This includes all pension payments and entitlement credits.**

ARTICLE 4. STEWARDS

The Employer recognizes the right of the Local Union to designate Job Stewards and alternates from the Employer's seniority list. The authority of Job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement:
- (b) The collection of dues when authorized by appropriate Local Union action; and
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (1) have been reduced to writing; or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority as defined in this Section, in the manner permitted by this Section.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning **safety issues**, grievances or discipline so long as such activity does not interrupt the Employer's operations. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Where mutually agreed to by the Local Union and Employer, stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Stewards shall also be paid for time spent in meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time spent during the Job Steward's or the designated alternate's regular working hours shall be considered working

hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the designated alternate.

The Employer recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another Steward, or the designated alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward or alternate steward is present. **The employee shall have the right to select the Steward.**

ARTICLE 6.

Section 1. Extra Contract Agreements

Except as may be otherwise provided in this Agreement, the Employer agrees not to enter into, or attempt to enter into, any agreement or contract with its employees, either individually or collectively, or to require or attempt to require employees to sign any document, either individually or collectively, which in any way conflicts with the provisions of this Agreement. Any such Agreement or document shall be null and void. Any such agreement or document may not be placed in an employee's file or used by the Employer as a basis for discipline or used in connection with any disciplinary proceeding, nor may any such agreement or document nor the contents thereof be divulged to any person or entity.

In addition, an employee's refusal to sign a Company form related to the principle of a fair day's work shall not be used for disciplinary purposes unless the signing is required by law or by this Agreement.

Section 4. Technological Change

1. Technological change shall be defined as any significant change in equipment or materials which results in a significant change in the work of the bargaining unit or diminishes the number of workers in the bargaining unit.
2. The Employer and the Union agree to establish a National Teamster/UPS Committee for Technological Change, consisting of an equal number of representatives from the Union and UPS. The Committee shall meet in conjunction with the National Grievance Panel as necessary to review any planned technological changes covered by this Section.
3. The Employer will advise the affected Local Unions and the National Teamster/UPS Committee for Technological Change of any proposed technological changes at least six (6) months prior to the implementation of such change except where the change was later determined in which case the Employer shall provide as much notice as possible
4. The Employer shall be required to provide the Local Union or the National Teamster/UPS Committee for Technological Change, ~~upon written request~~, any relevant information to the extent available regarding the technological changes.
5. The Employer will meet with the Local Union, or, if requested, the National Teamster/UPS Committee for Technological Change, promptly after notification to negotiate regarding the effects of the proposed technological changes.

If a technological change creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees will perform that new or modified work. The Employer shall provide bargaining unit employees with training required to utilize the new technology, if necessary.

6. In the event that the Local Union and Employer cannot reach an agreement on effects, the matter shall be referred to the National Teamster/UPS Committee for Technological Change.

7. In the event that the National Committee cannot reach agreement on the dispute, either party may refer all outstanding disputes to the National Grievance Committee for resolution in accordance with the provisions of Article 8 in order to determine if the Employer has violated the provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement.

8. **No employee shall be disciplined based solely on information obtained from technological equipment.**

9. *(moved 8 to 9)* No employee shall be discharged on a first offense if such discharge is based solely upon information received from GPS or any successor system unless he/she engages in dishonesty (defined for the purposes of this paragraph as any act or omission by an employee where he/she intends to defraud the Company). The degree of discipline dealing with off-area offenses shall not be changed because of the use of GPS.

The Union will provide a comprehensive proposal on the use of technology in the workplace.

Section 5. Hourly Training

1. It is agreed that Teamster represented employees, on a voluntary basis, may train other employees. **All newly hired employees will be trained by hourly trainers under the provisions of this Section.** UPS reserves the right to choose to use or not to use Teamster represented trainers to fulfill its training needs **for full-time employees.**

ARTICLE 12. POLYGRAPH /TIMECLOCKS

No applicant for employment and no employee will be required to take any form of a lie detector test as a condition of employment.

Upon request, an employee or the Union may inspect the record of an employee's time recorded on the DIAD or other device for previous days' work. An employee will be permitted to examine the operation record for the current pay period for the purpose of ascertaining his/her hours worked. If an employee has an issue with his/her hours worked for a particular day, the Employer will provide the employee, upon written request, with a print out of his/her hours worked.

The Employer shall not alter the information from the DIAD board, or information recorded through the use of any other technology, so as to diminish an employee's compensable time, without the employee's knowledge. Further, the Employer shall post for an employee's review, a copy of the PTE edits for each day. No supervisor shall use a DIAD, or any other information recorded through the use of any other technology, under the name of an hourly

employee unless the employee is present. This includes for the purpose of training and demonstration.

Employees will only use electronic devices that require login information under their own name. Violations of this Article will release all liability from the employee.

The Employer agrees to provide forms for the employee to record his/her starting and ending times.

When requested by the Union, time clocks will be left in place for employees to record their work hours for their own personal use.

ARTICLE 14. COMPENSATION CLAIMS

Section 1.

When an injury is reported the reference number will be given to the employee and when requested, a copy of the injury report will be furnished to the employee within two (2) working days of such request. A copy of the injury report will also be furnished to the Local Union if requested by a Local Union official.

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. No employee will be disciplined or threatened with discipline **or harassed** as a result of filing an on-the-job injury report. The Employer or its designee shall not visit an injured worker at his/her home, without his/her consent.

Section 2. Temporary Alternate Work

The Company may continue a modified work program on a nondiscriminatory basis. This program is designed to provide temporary work opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Employees shall be provided their guaranteed hours **and rate of pay** with a start time no more than two (2) hours earlier or two (2) hours later than their normal start time for the duration of TAW, provided the work is available. The Company will make reasonable efforts to ensure that the assignment is within this window. These guaranteed hours will be reduced as medical restrictions dictate. ~~Pay rates for TAW assignments will be as per the appropriate Supplement, Rider, Addendum, or area practice.~~

Section 3. Permanently Disabled Employees

The Parties agree to abide by the provisions of the Americans with Disabilities Act. The Company shall be required to negotiate with the Local Union prior to providing **or denying** a reasonable accommodation to a qualified bargaining unit employee. **Reasonable accommodation for full-time employees is intended to be full-time employment/job. Reasonable accommodation for part-time employees is intended to be part-time employment/job.**

ARTICLE 15. MILITARY CLAUSE

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of

health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA. **The Employer shall maintain medical coverage for the employee's length of active duty.**

Absence due to Military Leave shall not be construed as interrupting the yearly working service for vacation accrual of such employees in any Supplement, Rider or Addendum. (apply 1/52 Rule where applicable.)

Upon notification from an employee that he/she is taking USERRA-qualified military leave, the Employer shall notify the Local Union within five (5) business days.

ARTICLE 16. LEAVE OF ABSENCE

Section 3. Loss of License

Section 3.1 Leave of Absence

When an employee, in any job classification requiring driving, loses his or her operating privilege or whose license has been suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, leave shall be granted for such time as the employee's operating privilege or license had been suspended or revoked, but not for a period longer than ~~one (1) year~~ **three (3) years**, provided the driver whose operating privilege or license has been suspended or revoked notifies the employee's immediate supervisor before the employee's next report to work of such suspension or revocation. The above provision need only apply to the first (1st) suspension or revocation except for suspension of commercial drivers license (CDL) of one (1) year or less duration.

Employees who take a leave of absence under this Section whose loss of operating privilege or license is the result of driving under the influence of drugs or alcohol will be allowed alternative work and to return to their job in accordance with Section 3.3 below.

Section 3.2 Alternate Work (Other than Alcohol/Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license under this Article he/she shall be afforded the opportunity to displace junior, one (1) full-time or two (2) part-time, inside employees, until he/she can return to his/her driving job, not to exceed ~~one (1) year~~ **three (3) years**, unless provided for otherwise in the Supplements, Riders or Addenda. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to one ~~(1) year~~ **three (3) years**.

Section 3.3 Alternative Work (Alcohol/Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license for driving under the influence of alcohol or a controlled substance he/she will be offered available inside work of one (1) full-time or two (2) part-time openings, not to exceed one ~~(1) year~~ **three (3) years** provided that the employee is assessed by a Substance Abuse Professional

(SAP) and is released to return to work by the SAP. The SAP shall establish the terms upon which the employee may return to work. The employee must also enter a rehabilitation program, if required by the SAP, within one (1) month of the SAP's assessment. The employee shall be returned to driving once he/she successfully completes the rehabilitation program, provided his/her driving privileges have been restored. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to one ~~(1) year~~ **three (3) years.**

Non-CDL drivers who are subject to follow up testing after completing rehabilitation shall be subject to such testing for a period not to exceed one (1) year.

Redefine language of paragraph below relating to work status and discipline in cases where the employee does not lose his/her right to drive and/or is not convicted.

Any driver cited for Driving Under the Influence who does not have his/her license suspended, or who has limited driving privileges, shall be assessed by a SAP within five (5) working days of the citation. If the SAP determines the driver does not require rehabilitation, then he/she shall be allowed to return to driving. Until the assessment is completed, the driver shall be allowed to work inside in accordance with the paragraph above. If rehabilitation is required, the above paragraph shall also be applicable. The one time right to rehabilitation provided in Article 35, Section 4.11 shall not be applicable to a driver who completes a rehabilitation program under this paragraph, unless, as a result of the DUI citation, the driver is convicted or loses his/her license for driving.

This Section does not apply to the employee that has lost his/her license for being disqualified for testing positive for controlled substances.

Section 5. Rehabilitation Program - Leave of Absence

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or substance abuse. Employees may use the United Parcel Service Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.

Employees shall be permitted to take advantage of a rehabilitation program once every five (5) years, three (3) times lifetime maximum, under all conditions of this Article.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action except as provided in Article 35, Section 3 and Section 4. The leave of absence shall be for a maximum of ninety (90) days; additional time may be granted if it is mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements, Riders and/or Addenda, except the continued accrual of seniority.

If an employee voluntarily enters such a rehabilitation program, under the provisions of the Article, the following shall apply:

1. Before returning to work, the Employer shall ensure that the employee is "alcohol/drug free" This requirement shall be satisfied when the employee has provided a negative drug test

result, as per cutoff levels contained in Section 3.3 or Section 3.4 of Article 35, as applicable, and/or an alcohol test with an alcohol concentration less than .02. **The Employer shall conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.**

Section 6. Family and Medical Leave Act (FMLA)

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of thirty-six (36) months and accrued at least 625 paid hours during the past twelve (12) months is eligible for unpaid leave as set forth below, except that the amount of leave allowed will be computed at one half (1/2) of the time provided by the FMLA.

Eligible employees are entitled up to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;
2. Adoption, or placement for foster care;
3. To care for a spouse, **domestic partner**, child, or parent of the employee due to a serious health condition;
4. A serious health condition of the employee.

ARTICLE 17. PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the employee is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for by the Employer.

The Employer will not allow employees to work prior to their start time without appropriate compensation.

Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive his/her vacation check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Next Day Air. **If the Employer fails to make the vacation payment available by Saturday following the employee's regular scheduled pay day, the employee shall be paid an additional amount equal to one-half (1/2) of his or her daily guarantee at his or her regular hourly rate for every subsequent pay period until the shortage is corrected.** Other shortages involving more than thirty dollars (\$30.00) for full-time employees, and fifteen dollars (\$15.00) for part-time employees, will be corrected and the payment will be made available to the employee at his/her reporting location on his/her second

scheduled workday after reporting the shortage. If the Employer fails to make the payment available on the employee's second scheduled workday and the shortage was the result of the Employer's error, the employee will be paid an additional amount equal to one-half (1/2) of his/her daily guarantee at his/her regular hourly rate for every full pay period in which the shortage is not paid after the second (2nd) scheduled work day, until corrected.

Errors of less than thirty dollars (\$30.00) for full-time employees or fifteen dollars (\$15.00) for part-time employees and overages will be corrected in the following weekly paycheck. **If not corrected in the following weekly paycheck, the employee shall be entitled to the penalty as outlined above.**

Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment as outlined above. The ten (10) working day period shall begin to run when the Labor Department representative agrees to the settlement, or is notified by the Union or management team of the settlement. The Employer shall pay a maximum of one penalty payment for a multi-grievant grievance, which shall be subject to the additional penalties set forth above for untimely payment, until corrected.

When an employee notifies the Employer in writing of any ongoing overpayment, the employee's increasing liability will cease five (5) working days after the date of the written notification. The notification shall be provided to the employee's immediate supervisor or manager.

All employees must receive their vacation pay in a separate check before taking vacation. Vacation checks for an employee, who is taking a properly scheduled vacation in accordance with the applicable Supplement, Rider or Addendum, will be at the operating center on Monday of the week prior to the employee's vacation week(s). This is to ensure that the employee receives his/her pay prior to taking his/her vacation. The employee will be shown his/her check upon request, but will not receive the check until the regular scheduled pay day.

All employees working in a common operation will be paid from the same cost center.

All green checks will be taxed at the employee's regular withholding tax rate.

Paycheck stubs will show the year-to-date vacation, sick and personal leave balances.

ARTICLE 18. SAFETY AND HEALTH EQUIPMENT, ACCIDENTS AND REPORTS

Preamble

The Employer and the Union agree that the safety of the employees and the general public is of utmost importance. **The parties covered by this Agreement shall comply with all applicable federal, state and local regulations pertaining to worker safety and health, transportation safety, and subjects covered by Articles 18, 20, 35 and 44 of this Agreement.**

On issues of discipline arising out of this Article, if a supplement has language that conflicts with this Article, the language contained in this Agreement shall govern.

The Employer and the Union have developed the following Sections and Subsections of this Agreement to respond to that mutual concern for safety. The contract language responds to a variety of areas related to safety, health, ergonomics, climatic conditions as well as federal, state and local laws dedicated to providing a safe and healthy workplace.

Section 1. Employees' Rights - Equipment, Vehicles and Conditions

All Employer facilities shall provide and maintain ice machines.

Section 2. Out of Service Equipment and Vehicle Reports

No supervisor or employee shall be allowed to turn on a moving belt that they did not turn off. Only the supervisor or employee that turned the belt off shall be allowed to turn the belt on when the area is deemed safe.

Section 3. Accidents and Reports

Any employee involved in any accident shall immediately notify the Employer.

When required by the Employer, the employee, before the end of the employee's shift, shall complete a report of the accident including all available names and addresses of witnesses to the accident. The reference number will be given to the employee, and when requested, a copy of the accident report will be furnished to the employee within two (2) working days of such request. A copy of the accident report will also be furnished to the Local Union if requested by a Local Union official. In cases of equipment accidents where a Driver's Report of Accident form is completed, the employee will be given a copy of the form the same day, when requested. In facilities with no copy equipment the employee will be provided a copy as soon as practicable.

In the event of a vehicle accident, the Employer shall have ~~twenty (20)~~ **ten (10)** days to complete its investigation, if warranted, and ten (10) days to take disciplinary action, if any, unless otherwise mutually agreed. Except for serious accidents, where the driver may be presumed to be at fault, a driver will not be removed from the payroll **or his/her classification** during an investigation of the accident.

Section 4. Seats

The Employer will provide **high-back** air-ride seats in all new tractors and when replacing the driver seat in present tractor equipment. Such seats shall be maintained in a proper and reasonable condition.

When replacing the seat cushion in package cars where the seat is attached to a post, the Employer will use the new soft ride cushion agreed to. When replacing the seat back, the Employer agrees to provide the new seat back with the adjustable lumbar support feature. Seat backs will be replaced as needed subject to availability from the manufacturer. In all new P-32 through P-120 vehicles, the Employer agrees to provide multi-adjust seats.

Section 6. Building Heat

~~Centers will be heated, where practical.~~ **All buildings (including satellites) will have building heat and be reasonably heated, with a minimum maintained heat of fifty (50) degrees.**

The Employer shall provide suitable shelter at satellite centers for the loading and unloading of Package Cars or other equipment. The satellite must have bathroom facilities with running water.

On a facility-by-facility basis, the Employer will evaluate whether additional ventilation or heat is needed for purposes of safety and health. This will include clerical work areas outside of office structures in the UPS facilities. Should clerical employees have concerns with respect to these two (2) issues, they shall be addressed by the appropriate local CHSP Committee. Should the local CHSP Committee not satisfactorily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee.

Section 6.1 Indoor Air Pollution

1. Motor vehicles shall be physically connected to a local exhaust ventilation system when the operations in the shop require that the vehicle engine be idled or otherwise operated. Shop areas shall be designated as separate walled-in areas.
2. The Employer will instruct drivers of motor vehicles not to allow vehicles to unreasonably idle while indoors.
3. **The Employer shall provide exhaust ventilation and employ work methods to remove engine exhausts from the indoor atmosphere in a timely manner.**

Section 8. Radios

Transistor radios will be allowed in package cars.

Applicable laws regarding the use of cell phones while driving will be followed by all employees while driving Company vehicles. The use of cell phones by other employees will be with approval of the Employer. **The Employer shall not unreasonably deny approval.**

Section 9. Tires

Only first-line tires will be used on the steering axle of ~~feeder road equipment, including P80's used as feeders.~~ **all road equipment.** In case of breakdown a temporary replacement other than a first-line tire may be used to return to the home terminal. The Company agrees to not mix radials and bias ply tires on the same unit.

Section 11. Mirrors

All vehicles shall be equipped with regular mirrors and a convex mirror. **New equipment must have heated mirrors.**

Section 14. Package Cars

All new package cars, P-32 and larger, added to the fleet shall be equipped with package compartment venting. Upon ratification of this Agreement, the Climatic Conditions Committee shall meet to evaluate and, if needed, recommend appropriate method(s) for venting the package compartments. The installation of cab compartment fans will be determined by individual districts. **All Package Cars will be equipped with in-cab fans; all package cars currently equipped with fans shall be repaired and replaced as needed. No fan shall be removed from a Package car that is currently equipped with a fan.**

All package cars without power steering, adequate ventilation and lower cab entry steps will be replaced by the end of this Agreement.

All package cars with manual transmission shall be equipped with a neutral safety switch.

Section 14.1 Driver Safety and Security

The bulk head door release in package cars must be accessible from the inside as well as the outside in order to enable exit from the package compartment. **Package Car and Feeder drivers will be allowed to idle their respective vehicles while on lunch and/or break when the outside temperature is below or near 32 degrees Fahrenheit.**

Section 18. Vehicle and Personal Safety Equipment

All automotive vehicles shall be equipped with a manufacturer certified seat belt restraint system. Jump seats shall be equipped with a safety belt. Three-point shoulder harness safety belts shall be provided on the driver's side of all new vehicles, and on the jump seat for all new P-32 through P-120 vehicles and all new 24-foot vans. It shall be required that the driver's seat belt and the jump seat safety belt be worn at all times when the vehicle is moving.

Feeder tractor door locks, where provided as original equipment, shall be maintained in working order.

No golf carts can be used for delivery or pick-ups.

Load restraints shall be in all trailers for safety purposes.

ARTICLE 20. EXAMINATION AND IDENTIFICATION FEES

Section 1. Required Examination

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are to be taken at the employee's home area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations.

The Employer will pay all costs required to perform the job.

The Employer shall pay for all time spent and all associated costs for all exams, licenses and requirements to perform any bargaining unit job.

For those drivers subject to DOT regulations who possess a valid medical certificate from a designated DOT provider, the Employer shall pay for any additional physical, mental, or other examinations required by the Employer to confirm the validity of the medical certificate.

Section 4. Disqualified Driver - Alternative Work

Except as provided for in Article 16, a driver who is judged medically unqualified to drive, but is considered physically fit and qualified to perform other inside jobs, will be afforded the opportunity to displace the least senior full-time or part-time inside employee at such work ~~until he/she can return to his/her driving job unless otherwise provided for in the Supplements, Riders or Addenda.~~ While performing the inside work, the driver will be paid the highest part-time rate as an employee with equivalent seniority or current area practice. If no full-time inside position is available, the Employer will meet with the Local Union to develop a full-time position, if possible out of available work.

In addition to those already covered by this section, disqualified drivers who are actively pursuing a waiver or exemption with the DOT may work inside pursuant to this section if there is a reasonable expectation that his or her waiver/exemption will be granted.

ARTICLE 22. PART-TIME EMPLOYEES

Section 3.

More proposals to be submitted with economic proposals.

The number of full-time jobs created under Article 22, Section 3 of the 1997-2002, 2002-2008 and 2008 - 2013 Agreements shall not be reduced. Within sixty (60) days of the ratification of this Agreement the Employer shall provide the International Teamsters Union a report detailing and identifying the full-time jobs which will need to be maintained pursuant to this paragraph.

When a 22.3 job is created or filled in a Local Union's jurisdiction, these jobs must remain in that Local Union's jurisdiction.

Section 4.

Part-time employees shall be given the opportunity to fill full-time jobs before hiring from the outside on a ~~six~~ **eight** for-one basis (~~six (6)~~ **eight (8)** part-time to every one (1) outside hire).

The following will be incorporated into the job selection procedures in the applicable Supplement, Rider or Addendum:

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: Preload, Sorter, Clerical, Irregular Train, Designated Responder, Carwasher, Loader and Unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

Part-time employees with less than six (6) months seniority shall have the right to bid a preferred job prior to the Employer hiring from off-the-street.

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year. The employee obtaining the new position shall remain on that shift for at least six (6) months.

Sections 5. Wages

Economic proposal to be submitted at a later date

ARTICLE 26. COMPETITION

The Union recognizes that the Employer is in direct competition with the United States Postal Service and other firms engaging in the distribution of express letter, parcel express, parcel delivery, and freight, both air and surface. In order to meet that competition and thereby protect and, if possible, increase the number of bargaining unit jobs, it is agreed that any provisions in this Agreement to the contrary notwithstanding, the Employer:

(a) may use substitute means of transportation (such as airplane, helicopter, ship or T.O.F.C.) in its operations; provided, however, that no feeder driver with more than three (3) years of seniority in the feeder driver classification will be laid off or displaced from a feeder classification as a result of a run being placed on the rail. However, the Employer shall not be required to remove loads from the rail to provide work for employees whose ground loads were eliminated or temporarily discontinued. Any claimed abuse of this Section by any of the Local Unions shall be subject to immediate review by the National Grievance Committee.

Merchandise that has been tendered by United Parcel Service to the railroad and moved by T.O.F.C. will not subsequently be moved by the railroad, on the ground, to its final destination. Any exception to the above language will be in cases of an emergency or cases where the railroad must ground the merchandise early to meet the company's service commitment. In these cases, every effort will be made to use UPS employees.

In order to expand the work opportunities for members of the bargaining unit, the Employer will consider removing additional loads from the railroad or the other substitute means of transportation specified in this Article. When the Employer removes loads on other than a temporary basis, it shall notify the Union of the number of new runs to be created as a result of moving such loads on the ground. The Employer and the Union shall agree on the most expeditious method to obtain additional personnel and/or equipment, if necessary, for the new runs to be operated by bargaining unit members. If the equipment or employees are not available, the Employer may use subcontractors for a reasonable start-up period, not to exceed thirty (30) days. The subcontracting can exceed thirty (30) days with the Union's agreement if there are problems obtaining additional personnel or equipment. Agreement under this paragraph will not be unreasonably denied by the Union. All feeder positions created as a result of returning loads to the ground shall be counted toward the Employer's obligation to create full-time jobs under Article 22.3 of this Agreement.

Bargaining unit employees will move scheduled T.O.F.C. loads from the rail yards to UPS locations except during peak season.

During peak season, the Employer will make every reasonable effort, in accordance with the appropriate Supplement, Rider or Addendum, to use current UPS employees and hire a sufficient number of employees to handle peak volume. After doing so, the Employer may use alternate means of transporting packages during peak season and will utilize union carriers

whenever possible. **No feeder driver will be deprived of a full week's work opportunity when outside carriers are being utilized during peak season.** Plans to utilize outside carriers will be reviewed and agreed with the Local Union. Such agreement will not be unreasonably withheld. **It will be a violation of this Article if UPS fails to meet with the affected Local Unions by September 1st of each year, prior to subcontracting, to ensure the leasing of equipment, the use of casual feeder drivers, and/or the use of Union carriers (UPS Freight) etc is exhausted.**

(b) may drop loaded or empty trailers at locations designated by it, its customers or consignees for customer or consignee loading or unloading. It is understood that customers and consignees will not move trailers for loading and/or unloading other than on their premises. It is further understood that dropping and picking up these trailers shall be done by members of the bargaining unit.

(c) All loading and unloading of dropped shipments at UPS locations will be done by UPS bargaining unit employees.

(d) **The Employer will utilize the 70-hour/8 day limit for feeder drivers during peak season.**

Section 3.

~~Notwithstanding any other provision of the Agreement or any Supplement, Rider or Addendum, only the Local Union with jurisdiction in the geographic area in which a subcontracted feeder movement originates or the Teamsters United Parcel Service National Negotiating Committee in its own name shall have the right to file or pursue a grievance alleging that the movement is a contractual violation. **Any Local Union impacted in any way by subcontracting shall have a right to file a grievance. UPS will provide the IBT and affected Local Unions with copies of all subcontracted moves in advance.**~~

New Section 4.

The Union has continued to recognize that the Employer is engaged in a highly competitive package delivery business. Therefore, the Union has been willing to work with the Company to find ways to remain competitive and retain customers. However, it is clear that the Employer has expanded its SurePost service far beyond what was originally proposed and envisioned. The Union can no longer agree to the continuation of this program without agreement on several items, including but not limited to: specific maximum weight and size limits of packages tendered to the Postal Service; use of SurePost when there are lay-offs; a program to ensure that where package car drivers are delivering ground packages at the same addresses or to nearby addresses of SurePost packages, bargaining unit members will deliver the packages instead of the Postal Service.

ARTICLE 31. GARNISHMENTS

In the event of notice to the Employer that a court order has been issued requiring the Employer to withhold a percentage of an employee's wages to satisfy a garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment or wage assignment within a seventy-two (72) hour period after notice to the employee that the Employer is considering disciplinary action. However, the Employer may not discharge any employee by reason of the fact that his/her earnings have been subjected to garnishment or

wage assignment for any one (1) indebtedness. An employee may be suspended by reason of the fact that his/her earnings have been subjected to garnishment or wage assignment for any one (1) indebtedness, but any such suspension must be for a fixed, stated period of time.

If the Employer is notified of three (3) garnishments or wage assignments for more than one (1) debt, irrespective of whether satisfied by the employee within a seventy-two (72) hour period, the employee may be subjected to discipline. However, the employee may not be discharged upon notice of a third (3rd) garnishment, under this provision, unless and until the Employer has actually begun withholding the employee's wages on a second (2nd) debt. If the Employer has an established practice of discipline or discharge with a fewer number of garnishments or wage assignments, or impending garnishments or wage assignments, and if the employee fails to adjust the matter within the seventy-two (72) hour period, such past practice shall be applicable, provided it does not result in the discharge of an employee prior to the actual withholding of the employee's wages for a second (2nd) debt.

A garnishment for child support or alimony shall not be considered a debt for purposes of discipline.

Additionally, an employee shall not be subject to any additional fees imposed by the Employer if the garnishment or wage assignment is for court ordered child support or alimony.

The Employer shall comply with federal, state and local law in enforcing the provisions of this Article. Discipline or discharge pursuant to this Article shall be reasonable and nondiscriminatory.

ARTICLE 32. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification for the purpose of avoiding overtime. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff.

Grievances based on this Article shall be paid at double time.

The Employer shall provide the IBT and all affected Local Unions copies of all subcontracting moves from origin to destination.

The number of car washer and porter jobs in the bargaining unit as of July 31, 1990 shall be guaranteed from replacement by the Employer subcontracting this work. It is further agreed that additions to the workforce in areas that currently have bargaining unit employees performing this work shall become bargaining unit members covered under this Agreement.

ARTICLE 33. COST-OF-LIVING (COLA)

All seniority employees who have completed their appropriate wage progression schedule shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement.

Employees who have not completed their appropriate wage progression on the effective date of a COLA increase, shall receive the adjustment on a prospective basis on the date they complete their wage progression schedules.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (Revised Series using 1982-1984 Expenditure Patterns), All Items (1982-84 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

Effective August 1, ~~2009~~ 2013 and every August 1 thereafter during the life of the Agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for May ~~2009~~ 2013 (published June ~~2009~~ 2013) and every May thereafter, and the base Index for May ~~2008~~ 2012 (published June ~~2008~~ 2012) and every May thereafter, as follows:

Economic proposal to be submitted at a later date

ARTICLE 34. HEALTH & WELFARE AND PENSION

Economic proposal to be submitted at a later date

ARTICLE 35. EMPLOYEE'S BAIL, LICENSE, SUBSTANCE AND ALCOHOL TESTING

Section 1. Employee's Bail and/Or Court Appearance

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earnings opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Employees shall be compensated for time spent in jail at his/her regular rate of pay. 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. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours. The Employer shall assume all responsibility for all court costs, legal fees, and bail bond fees for any employee who is involved in any accident or accidents during working hours and shall assume all responsibility for all judgments and awards against any employee who is involved in accidents during working hours, which result through court action against said employee, except as provided above. In case an employee shall be subpoenaed as a witness in a company-related case, or as

a result of his/her on duty observations of an accident not involving a UPS vehicle, he/she shall be reimbursed for all time lost and expenses incurred.

Any employee subpoenaed to appear in court as a witness or to defend himself/herself against any legal action related to the performance of their duties, will be paid his/her daily guarantee and rate of pay for each day spent in court or in preparation with an Employer representative or attorney.

Section 3.12 Rehabilitation and Testing After Return To Duty/SAP and Employer Duties

On issues of discipline arising out of this Article, if a supplement has language that conflicts with this Article, the language contained in this Agreement shall govern.

A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the HHS certified laboratory and who has been contacted by the Medical Review Officer or his/her designee has seventy two (72) hours to contact the Medical Review Officer to review the test results. If the review time schedule is not met, then the Medical Review Officer (MRO) may report to UPS Management that the test is verified as positive. If neither UPS nor the MRO, after making all reasonable efforts, as required by the DOT regulations, is able to contact the employee within ten (10) days from receiving the laboratory results, the test will be considered an uncontested positive test result. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in Article 16, Section 5 of the National Master UPS Agreement. UPS will follow the final recommendations of the Substance Abuse Professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

2. The employee will be permitted to return to work after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment and the employee has provided a negative drug test result, as per cutoff levels contained in Section 3.3 or Section 3.4 of this Article, as applicable, and/or an alcohol test with an alcohol concentration less than 0.02. **The Employer shall conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program. Employees who enter into an alcohol or drug program on their own will be treated as an illness with no aftercare agreements.**

ARTICLE 37. MANAGEMENT EMPLOYEE RELATIONS

ARTICLE 38. CHANGE OF OPERATIONS

Section 1.

The Employer agrees that prior to any change in its operation that will result in a change of domicile and/or possible layoff of seniority employees, it shall notify the affected Local

Union(s) in writing **with all specific details and relevant information** and then meet jointly with them to inform them of the proposed changes and to resolve questions raised in connection with the proposed change. **The information shall be provided by the Employer to the affected Local Unions at least thirty (30) days prior to the meeting.** During this joint meeting the Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgement of such agreement. The parties shall also reduce to writing all unresolved issues, if any, and they shall be referred directly to the appropriate Regional Change of Operations Committee. This meeting shall be completed where practical at least forty-five (45) days prior to the proposed change. The change may not be implemented until the forty-five (45) days' notice is provided and the meeting is completed unless the operational change is dictated by emergency conditions. The Union shall not unreasonably delay the scheduling or completion of the requested meeting. Any unresolved issues reflected in Section (c) below, which have been reduced to writing, will be resolved pursuant to that Section.

ARTICLE 39, Section 13

Proposal to be submitted at a later date

ARTICLE 40. AIR OPERATION

Proposal to be submitted at a later date

ARTICLE 41. FULL-TIME EMPLOYEES

Economic proposal to be submitted at a later date

ARTICLE 42. UNIFORMS

Effective May 1, 1994, short uniform trousers will be provided as an option for package and feeder drivers at no cost to the employee. Such shorts may only be worn in compliance with uniform and appearance standards established by the Employer. **All uniforms must be provided within one (1) week of the employee request.**

ARTICLE 43. PREMIUM SERVICES

TEAMSTERS/UNITED PARCEL SERVICE ARTICLE 43 – PREMIUM SERVICES COMMITTEE

Guidelines for ~~Scheduling and Start up of~~
UPS Mileage, Layover, City Pair, and Sleeper Team Drivers.

1. No Feeder Driver will be laid off or displaced from the Feeder Classification as a direct result of the implementation of a Premium Service Job.

2. If the Employer's existing Feeder Network can meet the Employer's time and service needs, that network will be used first.

In the event the Employer proposes to implement either a mileage, layover, city_pair or sleeper team run in accordance with the provisions of section 1 above, the run must first be reviewed and approved by the affected Local Union(s). Such approval shall not be unreasonably denied.

After approval by the Local Union(s), the accommodation shall be submitted to the Joint Premium Service Review Committee for review.

The Employer may also submit the accommodation to the Committee for review in the event approval is denied by the Local Union(s).

No such accommodation shall be implemented without the approval of the Parcel and Small Package Division Director or the General President's designee.

Approval shall not be unreasonably denied.

Any run that has been approved and is changed such change must be reviewed with the Local Union(s) involved.

City Pair (mileage turn) drivers will be paid by the actual miles driven between selected UPS location which are typically more than 250 miles apart.

City Pair (mileage turn) drivers shall be scheduled for 5 working days as outlined in the **applicable supplement, rider or addendum.**

Layover drivers will be paid by the actual miles driven between selected UPS locations, which are typically more than 500 miles apart.

Mileage jobs not scheduled to equal ten (10) hours of pay will be filled in with local hourly feeder work in the following order.

1. Local feeder or CPU work at origin hub or center.
2. Shifter work at origin work location.
3. Layover jobs not scheduled to equal ten (10) hours per day, may be supplemented with an additional day of work at the regular hourly rate in an effort to provide forty (40) hours of work weekly. When this occurs, the layover job will not be subjected to the requirement of providing hourly work to equal ten (10) hours of pay.
4. Destination local work will be the last consideration.

Holidays, personal holidays, paid sick days, funeral leave and jury duty for city pair (mileage turn), layover and sleeper team drivers will be paid in accordance with the **applicable supplement, rider or addendum.** The layover and sleeper team drivers will be compensated for no less than (40) hours of work in a holiday workweek. **Sleeper Teams will receive premium holiday pay for any and all hours worked on a holiday.**

These holidays will be paid at ten (10) hours straight time pay for (mileage turn) drivers who are scheduled four (4) day a week, ten (10) hours a day.

When the city pair (mileage turn), layover and sleeper team drivers are required to work on a holiday, the driver will be paid at the appropriate holiday rate under **the applicable supplement, rider or addendum.**

City pair (mileage turn), layover and sleeper team jobs will be bid among regular origin feeder jobs as per local procedures and work rules.

Jobs not selected in normal top down seniority order will be assigned from the bottom up as per normal local work rules. As per Article 43, Section 2(1)(a).

Efforts to pre-connect city pair (mileage turn), layover and sleeper team drivers tractor/trailer units at the local origin will be made at both the start and the finish of the run in a regular location on the lot. Pre-trip inspection, start and the finish shall be part of the applicable mileage rate.

“It is the intent of the parties to make the driver whole for all justified delay time, such as waiting for late loads, unscheduled on-property work, accident delay or on-road equipment breakdown. Any disputes will be referred to the Joint Premium Service Review Committee.”

Traffic Delay:

Mileage drivers are not paid for traffic delays when mileage is recorded within the delay except as follows:

On major highways, traffic delays will commence when a mileage driver’s speed is reduced to a complete stop and then the driver continues to move at a speed less than fifteen (15) miles per hour. The delay would continue until the tractor reaches a speed of fifteen (15) miles per hour for at least one (1) consecutive minute. Traffic delays must be fifteen (15) minutes or greater and will be paid back to the first minute.

It is understood in extreme traffic delay cases, delay pay will not be unreasonably denied.

While this section clearly entitles the Team Drivers to be made whole for all justified delay time such as waiting for late loads this language applies only to sleeper cab planned runs that have been awarded through the appropriate applicable supplemental rider or addendum provision.

~~When sleeper team runs require waiting time at the furthest point, such waiting time may be non-paid, but not to exceed two (2) hours.~~

Upon arrival at such furthest point, the Company will have the option of providing suitable lodging for the duration of any wait time. Drivers who are provided with lodging will be in a non-pay status not to exceed eight (8) hours or until placed back on duty by the Company.

Waiting time at intermediate stops will be handled in accordance with **applicable local supplement, rider or addendum.**

~~Delays of fifteen minutes or more will be paid back to the first minute, at the applicable local hourly feeder rate for both team drivers and a single person driver that is on a layover run.~~

“Chain-up” time will be paid to both team drivers and a single person driver that is on a layover run in the states where it is required.

~~City pair (mileage turn), layover and sleeper team drivers will be paid the applicable feeder hourly rate if dispatched (i.e. via) off of his/her mileage run while in route to the final destination. Any such re-dispatch/via will not displace any bid feeder work.~~ **Any approved diversion that increases the agreed upon mileage on the LMA, those miles will be paid at the premium mileage rate. Any extension or alteration of an agreed upon run will be paid at the premium rate for all miles driven and work performed.**

Mileage drivers will not be used to supplement the hourly networks dispatch.

Shuttle service to a sanitary hotel and lodging expenses will be paid for, or provided by the employer.

It is understood that supplemental language, regarding impassable highways, shall continue to apply.

If a mileage driver pulls doubles any part of his/her day, he/she will be paid the doubles rate for the entire day. Double forty (40) foot trailers will be categorized the same as triples.

For Sleeper Teams Drivers, the greatest number of trailers actually pulled will be used for compensating all legs from domicile to return to domicile. Each turn at domicile will reset the trailer compensation rate.

Applicable wage rates are listed under Article 43 and apply to all drivers. There is no wage progression for full-time package car and feeder drivers hired on or prior to August 1st, 1997.

In the event city pair (mileage turn), layover and sleeper team mileage drivers are offered work on a regular scheduled day off from his/her workweek, the following shall apply:

1. Mileage drivers who work on their days off shall be paid the applicable feeder premium rate of pay in his/her **Supplemental Agreement**.
2. Mileage drivers scheduled for four (4) runs at ten (10) hours a day – When the Drivers work on the fifth (5th) punch, such drivers shall be paid the applicable premium rate of pay in his/her **Supplemental Agreement** for a sixth (6th) day of work.
3. Mileage drivers scheduled for four (4) runs at ten (10) hours a day – When the Drivers work on the sixth (6th) punch, such drivers shall be paid the applicable premium rate of pay in his/her **Supplemental Agreement** for the seventh (7th) day of work.
4. **Sleeper drivers who work on a scheduled day off will paid at the premium rate. Any subsequent days worked thereafter will paid at two times the rate.**

A premium service layover and sleeper team driver equals in four (4) days the same benefits as a five (5) day hourly driver.

~~Hourly work performed at the end of a mileage run shall be paid at the applicable hourly feeder one and one half (1 ½) rate of pay or the applicable premium rate in the driver's Supplemental Agreement.~~

Subsistence allowance shall cover the cost of showers; however, where practical and when possible, UPS may provide showers at the destination facility.

The cost of fees for bridges, turnpikes, expressways and weigh stations shall be paid by the Employer.

Each driver will be issued two sheets, two pillow cases, and one blanket each year, provided however, that if a driver requests a replacement set of sheets, pillow cases, and blankets because of the material being worn out prior to one year, such request will not be unreasonably denied by UPS.

Laundry service shall be paid by the drivers.

Planned mileage runs must be bid with designated work days and days off (i.e. four-day runs and five-day runs).

Mileage drivers shall be paid the applicable mileage rate of pay for all miles driven.

Each sleeper team driver will receive subsistence allowance of ~~twenty five dollars (\$25.00)~~ **fifty dollars (\$50.00)** for every one thousand (1,000) miles driven. Miles driven under one thousand (1,000) miles each work week shall be adjusted within a thirty (30) day period. For example, three thousand five hundred (3,500) miles in a week, five hundred (500) miles of the total miles driven will be prorated.

VACATED SLEEPER POSITION SELECTION

Each Local Union may elect to follow this procedure for the replacement of the senior driver work assignment or continue to practice that presently exists in their Local Union area. In the event the senior driver (A driver), of a bid team permanently vacates the team of any reason, the junior driver (B driver), will become the senior (A driver), for that team for the purpose of selecting his/her replacement. The selection will be in accordance with Article 43, Section 2 (1) (a) of the National Master Agreement.

END

****The Union reserves the right to make any additions, deletions or modifications to these proposals until such time as an Agreement is consummated. In addition, any tentative agreements reached between the parties are contingent upon ratification by the membership.****