

Local 804 Supplement and National Master UPS Agreement

For the Period:

~~December 2007 through July 31 2013~~ August 1, 2013 through July 31, 2018

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

ARTICLE 2 WAGES

Section ~~3~~ 4 - Skilled Part-time Wage Schedule

Section ~~4~~ 5 - Sick or Hurt on Job

Section ~~5~~ 6 - Seasonal Employees

Employees hired between ~~January 1~~ January 16 and October 14 will be paid in accordance with Section 2 of this Article **except for peak season package helpers.**

Peak season, package helpers hired between October 15 and ~~December 31~~ January 15 of the ~~following same~~ year shall receive a wage rate of \$8.00 per hour. Helpers retained or recalled after ~~December 31~~ January 15, shall be paid in accordance with Section 2 of this Article.

Part-time employees who have completed the probationary period, and have bid in seniority order to perform peak season package helper work in addition to their part-time assignment, shall have preference for peak season package helper work over package helpers hired between October 15 and January 15 of the following year.

Seniority part-time employees who work as peak season package helpers shall receive a wage rate of \$12.75 per hour. Overtime shall be paid after eight (8) hours of work.

Seniority part-time employees who elect to perform helper work shall be required to work his/her primary assignment. However, the Company will not hold back a seniority employee who elected to perform helper work while a lower seniority part-time employee is available to finish the primary assignment on the preload.

Section ~~6-7~~ - Combination Jobs

Section ~~7~~ 8 - "Free" Period Rehires

Section ~~8~~ 9 - Promotions and Transfers

Section ~~9~~ 10 - General Operation Clerk and Customer Counter Clerk

Section ~~10~~ 11 - Night Differential

Section ~~11~~ 12 - Cashiers

Section 13 - Combination Helpers

The parties agree to create a new full-time combination helper classification. The new full-time combination helper jobs will consist of any combination of part-time preload, part-time hub or part-time local sort work and driver helper.

1. The number of full-time helpers shall not be reduced by the use of full-time combination helpers and where possible additional full-time helper jobs shall be created. There shall be no more than seven percent (7%) full-time combination helpers based on the number of full-time package drivers in the center. Fractions will be rounded down. The percentage may be increased by mutual agreement of the parties.

2. Except for shopping malls not more than one (1) full-time package helper will work from a vehicle with a driver at any one time. In shopping malls the maximum number of full-time combination helpers shall be two (2) per driver.

3. If a package helper is scheduled to meet a driver and the driver is late to the scheduled meet point, the helper's

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hours will commence from the scheduled time of the meet. The Company may change helper assignments on a daily basis.

4. Helpers as well as any additional passengers will be provided a seat equipped with a seat belt. In the case of planned transportation of a third (3rd) person in addition to a helper the package driver must be unencumbered with all controls easily accessible.

5. Helpers shall be paid in accordance with Article 41 Section 3 of the UPS/IBT National Master Agreement and shall have a daily eight (8) hour guarantee

6. The intent of these combination helpers is not to be used as subterfuge to deny package drivers overtime.

7. No seniority package driver will be laid off as a direct result of the use of combination helpers in his/her building.

ARTICLE 3 – HOURS OF WORK, OVERTIME, SUPERVISORS WORKING, SAFETY

Section 4 – Relief from Overtime

(b) Any employee who desires to be relieved from overtime on a particular day or days (but in no event for more than one (1) week) shall submit a request in writing at least twenty-four hours in advance. This request will be processed by both the center manager and the shop steward. ~~Such Requests may not be granted~~ made during the months of November and December may be granted at the sole discretion of management

Section 7 – Supervisors Working

dd. When he/she covers for a crew member for personal time, going for coffee, etc. This language will not be used as subterfuge for supervisors performing bargaining unit work.

Section 8 - Safety

Safety related issues or concerns should be directed to the appropriate Safety and Health Committee member. Target dates on the CHSP Concerns Log should not go beyond thirty (30) days unless circumstances dictate additional time required and are documented. Concerns Log forms will be updated, current and posted on safety bulletin board.

ARTICLE 4 - STARTING TIMES

Section 1 – Fixed Start Times

The Company shall fix the starting time for employees, which shall remain constant during any particular week, but may be changed from week to week. Monday start times may vary by not more than thirty minutes from the fixed start time with the following exception: package car drivers may have a Monday start time of up to one (1) hour earlier. Early

start exceptions shall be mutually agreed to by the shop steward and the center manager. Starting times shall be posted by Thursday of the preceding week.

ARTICLE 5 – MEAL PERIODS AND COFFEE TIME

Section 4 – Breaks in Combination Classifications

a) Employees working in the Article 22.3 combination classification shall be allowed a fifteen (15) minute paid break on the inside portion of their job and a sixty (60) minute meal period. The Company may with the consent of the Union schedule employees less than sixty (60) minute meal period but in no case less than thirty (30) minutes. Their time will not be counted as time worked.

b) Employees working in the Article 2 Section 13 Full-Time Combination Helper classification shall be allowed a fifteen (15) minute paid break on the inside portion of their job and the Company shall have the right to schedule up to a one and one-half (1 1/2) hour meal period but not less than sixty (60) minutes.

ARTICLE 6 - PART-TIME EMPLOYEES

Section 1 – Hours of Work, Guarantee and Overtime

(a) Part-time employees, when reporting to work as scheduled, shall be granted a minimum of three and one-half (3 ½) hours, except for those part-time employees scheduled to work eight (8) hours.

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

(c) Any part-time employee who works beyond the fifth (5th) hour shall be paid one and one-half (1 ½) times their regular hourly rate for those hours worked in excess of five (5) hours. However, when an employee elects to accept an assignment to a second shift this provision shall not apply. A second shift is defined as one having a planned break between it and the preceding shift. Part-time employees shall receive the guarantee provided in Article 22, Section 5 in the National Master Agreement.

Section 7 – Full Time Inside Jobs

Full-time inside seniority employees on the payroll as of June 30, 1974 shall not be laid off (nor shall such employees be forced out of their present classification) because of the use of part-time employees at their location, nor shall the Company divert work to other locations for the purpose of laying off full-time employees. The number of full-time jobs may be reduced as a result of death, retirement, voluntary quits, transfers to other full-time jobs, or discharges, provided that in any event the maximum number of full-time inside job vacancies which may be filled by part-timers shall be 180 during each contract year so long as any part-time employees are

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employed for such work. This paragraph shall survive the expiration date of this Agreement. All full-time inside vacancies which are filled, will be awarded to qualified part-time employees, if available, unless otherwise provided for in Article 14 of the National Master Agreement.

Section 10 - Holidays

(a) A part-time seniority employee shall be paid for the following holidays, provided the employee works a minimum of two (2) days during the week: New Year's Day, Memorial Day, Independence Day, Labor Day, ~~Election Day~~, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Eve Day. A part-time seniority employee who is absent the full week of the holiday week due to illness or Workers Compensation Disability need not work during the holiday week in order to receive holiday pay. Holiday pay shall be at the rate of four (4) hours straight time pay per day.

In addition to the named holidays above, an employee may elect at the time of the vacation selection period one (1) floating holiday for the following year. This holiday will be taken from January 16 through Thanksgiving. This holiday may be changed by the employee with the approval of management; such approval will not be unreasonably denied. With notification to the Company, the employee will also be allowed to work on that day if he/she so chooses. Pay for the floating holiday will be four (4) hours straight time pay for the holiday. Pay for working the floating holiday will be triple time. Triple time for the purposes of this holiday will be defined as four (4) hours straight time pay for the holiday plus double time for all hours worked on the floating holiday.

ARTICLE 9 – FULL – TIME EMPLOYEE HOLIDAYS

Section 1 - Holidays

A full-time seniority employee shall be paid for the following holidays, provided the employee works a minimum of two (2) days during the week: New Year's Day, Memorial Day, Independence Day, Labor Day, ~~Election Day~~, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Eve Day. Seniority employees who are absent the full week of the holiday week due to illness or Workers Compensation Disability need not work during the holiday week in order to receive holiday pay. The amount of holiday pay shall be the equivalent of eight (8) hours straight-time pay.

In addition to the named holidays above, an employee may elect at the time of the vacation selection period one (1) floating holiday for the following year. This holiday will be taken from January 16 through Thanksgiving. This holiday may be changed by the employee with the approval of management, such approval will not be unreasonably denied. With notification to the Company, the employee will also be allowed to work

on that day if he/she so chooses. Pay for the floating holiday will be eight (8) hours straight time pay for the holiday. Pay for working the floating holiday will be triple time. Triple time for the purposes of this holiday will be defined as eight (8) hours straight time pay for the holiday plus double time for all hours worked on the floating holiday.

ARTICLE 11 - VACATIONS

Section 5- Vacation Lists and Picks

A tentative vacation list shall be posted by October 1 for vacations for the following calendar year. Vacation picks will start on November 1 and be completed and posted by December 1. Vacations shall be selected ~~one~~ for both the summer and winter vacation periods **at the same time. During any vacation period the Company shall allow no less than ten percent (10%) of the eligible seniority employees off during each week. In the package driver classification the Company shall allow no less than fifteen percent (15%) of the eligible seniority employees off each week between Memorial Day and Labor Day.**

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

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

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

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

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Additional weeks will be opened for additional employees following the same patterns in the applicable charts listed above.

For the purposes of this Article, ineligible employees will be defined as any employee that is inactive for one (1) year or more at the time of the vacation selection period.

Section 10 – Vacation Coverage Drivers

The intent of these Vacation Coverage Drivers (“VCD”) is to provide a pathway for full-time package driving jobs. The Company agrees during the life of this Agreement it shall promote a minimum of fifty (50) employees, including VCDs, from the full-time driving list into full-time package car driving jobs. There shall be no part-time package car drivers in Local 804’s jurisdiction. Vacation Coverage Drivers shall not be used as a subterfuge to prevent the creation of full-time package driving jobs. Vacation Coverage Drivers may not be used to supplement the work force, only as temporary replacements. Vacation Coverage Drivers are not to be used as subterfuge to deny package drivers overtime. Only package drivers on a list to relieve excess overtime, may have their overtime reduced through the use of VCD’s. If there is a claimed abuse the Company and the Union will meet and review the appropriate records. Violations of this Section will be subject to the grievance procedure.

Part-time employees shall be permitted to work as Vacation Coverage Drivers as follows:

1. Vacation Coverage Drivers (VCDs) shall be permitted to work from the week of Memorial Day through the week of Labor Day and from October 15 until January 15 of the following year. This will be considered the qualifying periods. The period between the week of Memorial Day through the week of Labor Day is restricted to the proper use of VCDs and shall not be interpreted as an additional free period.

2. Vacation Coverage work shall be offered to part-time employees on the full-time package car driving list by seniority. If there are no available employees in the building, the job will be offered by seniority in area where area is defined as follows:

- (1) 43rd, Manhattan South, Manhattan North
- (2) Mt. Vernon, Yorktown, Elmsford and Brush Avenue
- (3) Foster Avenue, Island City, Laurelton and Queens North
- (4) Suffolk, Melville and Nassau

3. Employees will not accrue full-time seniority while working as a Vacation Cover Driver.

4. Vacation Coverage Drivers will be paid a guarantee of eight (8) hours per day and time and one-half (1 ½) after their daily guarantee. Employees working as VCDs will be paid at no less than twenty-one dollars (\$21.00) per hour.

Employees working as VCDs shall receive wage progression service time credit for each month they work a minimum of fifteen (15) days as a VCD.

5. The number of Vacation Coverage Drivers used each week in the qualification periods shall not exceed the number of seniority employees on vacation in each building. If, during any week, the number of VCDs scheduled to work that week exceeds the number of full-time package car drivers scheduled for vacation that week, the Company shall meet promptly with the Local Union to resolve the issue. In the event of a second (2nd) occurrence in the same center, the affected employee will be paid the top rate of a package driver for all hours worked as a VCD that week. In the event of a third (3rd) occurrence in the same center over two (2) consecutive VCD usage periods, the Company will create a full-time package driver job to be awarded as outlined in Article 13.

6. Vacation Coverage Drivers who work fifty (50) days as Vacation Coverage Driver in the qualifying periods shall be placed on a qualified list. Days will not be lost due to a sustained grievance where a Vacation Coverage Driver was not used in seniority order. Vacation Cover Drivers on the qualified list subsequently promoted to a package car driving job shall not have to complete another package car driver probationary period.

7. Vacation Coverage Drivers on the qualified list will not override the seniority of those employees on the full-time driving list referenced in Article 13, Section 9, number 13 (3), when a full-time package car driving job becomes available.

8. If the Employer requires additional package drivers outside of the qualifying period, such positions shall be bid off of the Full-Time Driving list in seniority order. If the position is successfully bid, in seniority order, by a driver on the Vacation Coverage list, in this specific instance, the number of days on which the Vacation Coverage Driver performed coverage work in the qualifying periods shall count towards the forty (40) in seventy (70) day requirement. If any Vacation Coverage Driver drives outside of the qualifying period without successfully bidding that work, the Company shall bid an additional package driver job. Upon confirmation of the violation, the new package car driving position will be bid within two (2) weeks.

9. If a Vacation Coverage Driver has not worked in the program for one (1) year, he/she will have to prequalify again and any days toward the qualified list will be lost. Days will not be lost due to a sustained grievance where a Vacation Coverage driver was not used in seniority order.

10. An updated list of all Vacation Coverage Drivers (VCDs) shall be transmitted to the Local Union at the beginning of each month of the qualifying period. The Employer shall provide to the Local Union a report after each qualifying period indicating the names of the VCD(s) and the number of days worked by the VCD(s).

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11. No package driver will be sent out of his/her center when Vacation Coverage Drivers are being used in that center. Open package car drivers will have route preference over Vacation Coverage Drivers.

12. No seniority package driver will be laid off while Vacation Coverage Drivers are in use, in his/her building.

13. Vacation Cover Drivers shall receive all benefits provided for them under the terms of the Labor Agreement, including part-time health and welfare and pension benefits.

14. A part-time employee who works as a Vacation Cover Driver in a week in which a holiday falls will receive eight (8) hours holiday pay at the Vacation Cover Drivers rate of pay.

15. When work no longer exists in a center for Vacation Cover Drivers, they will immediately revert back to their regular part-time job with all part-time seniority. Vacation Cover Drivers shall continue to accrue part-time seniority and shall have the right to bid on available part time jobs.

ARTICLE 12 – NOTICE OF SUSPENSION OR DISCHARGE

Section 2 – Notice of Suspension or Discharge

In all other cases involving the discharge or suspension of an employee, the Company will give three (3) working days' notice to the employee of the discharge or suspension and the reason therefore. Such notice shall also be given to the Shop Steward and the Local Union office. **Within ten (10) days of the conclusion of the seventy-two (72) hour hearing, if the Company intends to discipline the employee, the Company shall send a written notice to the Union Hall via certified mail or UPS delivery and e-mail a copy of the notice to the Local Union. The notice must provide the reason(s), on which the intended discipline is based.** Any warning notice or suspension shall not remain in effect more than nine (9) months except those warning notices issued pursuant to the so-called "Drinking Rule" covered by separate letter and incorporated by reference into this Agreement.

Discipline shall be for just cause. For non-cardinal infractions the employee shall be allowed to remain on the job consistent with Article 7 of the National Master Agreement, without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 13 – SENIORITY

Section 1 – Acquisition of Seniority

(b) There shall be a free period, beginning October 15 and ending ~~December 31~~ **in each January 15 the following year**, during which no employee can qualify for seniority.

(c) An employee who has been hired prior to October 15 and retained after ~~December 31~~ **January 15** or recalled within seventy (70) days after ~~December 31~~ **January 15** will retain credit for the number of days worked prior to October 15th. Those days retained will count towards the forty (40) days worked in a seventy (70) consecutive work day period commencing with the first day worked after ~~December 31~~ **January 15**. These employees shall be given a seniority date as of his/her first day of employment (orientation) worked prior to the free period.

Section 2 – Package Center Seniority

(c) Area Seniority. In addition to seniority within locations described above, employees shall have seniority within the following package areas for the purposes expressly provided hereafter.

1. 43rd Street Package Centers, Manhattan South Package Centers, Manhattan North, ~~East Side~~.
2. Bronx – Westchester Package Centers.
3. Island City **and Queens North** Package Centers
4. Foster Avenue Package Centers
5. **Laurelton**
6. ~~5~~-Nassau Package Centers
7. ~~6~~-Suffolk Package Centers

(d) Job Preference – Package Drivers and Helpers. (Third paragraph)

There shall be a maximum of ~~two (2)~~ **three (3)** training routes per center. Training routes ~~may shall~~ be bid. A driver who bids a training route will become an open driver during the probationary period that a new employee is being trained on his/her bid route.

Section 7 – Geographic Transfer (Package)

Transfers between operating centers within each classification will be considered as follows:

(a) Transfers may be requested to any operating center in Nassau, Suffolk, Westchester, and Putnam Counties. New transfer lists shall be established within ~~thirty (30)~~ **forty-five (45) days** after the ratification of this contract. Employees requesting transfers will be required in seniority order, to transfer. There shall be a thirty (30) working day mutual probationary period for any transferred employee. **The Union will be notified of all transfers prior to execution.**

Transfers requested to buildings other than those listed above may be permitted by mutual agreement between the Company and the Local Union. The number of mutually agreed upon requests granted in any of the non-geographic transfer buildings shall not exceed two (2) per building, per year.

Section 9, 13 – Promotions

(2) In the promotions of inside employees to other inside positions, within their center or hub, seniority shall prevail, pro-

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vided the employee is qualified. There shall be a ~~thirty (30)~~ **forty (40)** working day mutual probationary period for each such promoted employee.

(3) There shall be a thirty (30) working day mutual probationary period for any transferred employee.

Section 9 – Reduction Of Staff – Full-Time Seniority Employees

11. In the event an employee elects not to accept or request a transfer, the employee may nonetheless elect to take the layoff (in which event the employee shall be considered a laid-off employee for lack of work for the purpose of unemployment compensation) or to take the work of a part-time employee, if any, for the duration of the lay-off. Such right may be exercised with respect to those part-time jobs which have the greatest number of scheduled hours in the employee's center. Any employee who selects a permanent job performed by a part-time employee shall be paid at his/her regular rate in addition to all fringe benefits, rather than at the part-time rate, with a minimum guarantee of four and one-half (4 ½) hours. In the event the employee works more than five (5) hours in any shift, the employee shall be guaranteed eight (8) hours work or pay at such regular rate.

Such employees will also have the option to select the work of two (2) part-time employees. If the laid off full-time employee has completed a full-time progression he/she shall receive the prevailing top rate for an inside 22.3 employee. If the laid off full-time employee has not completed a full-time progression he/she shall receive the appropriate rate that is provided by Article 41, Section 3 of the National Master Agreement.

ARTICLE 15 – REGULAR LIST, EXTRA LIST AND REPORT PAY

Section 1 – Regular List

Any full-time seniority employee on a weekly Regular List who is scheduled to report for work, and does report, will be afforded an opportunity to earn eight (8) hours pay in his/her regular classification of work, unless notified not to report by the completion of his/her current working day or prior thereto, or if not working, then by telegram filed with Western Union not later than 4:30 p.m. of the day before such reporting day or other notice prior thereto. While Sunday will be acceptable for the purpose of notifying employees to report for work on Monday the Company agrees not to use Sunday for the purpose of advising employees not to report for work on Monday. **In cases of emergency in which a facility is closed or partially closed, the Company shall contact employees to inform them of emergency closings as follows:**

- 1. Notify the Local Union of the emergency closing.**
- 2. At least two and a half (2 ½) hours before the employee's start time, call the employee.**

- 3. Put a message on a call in line for employees to contact regarding emergency closing.**
- 4. When possible, post a notice of closing on the Company website if available.**

If an emergency is resolved and the facility will operate during a shift, those employees called back to work in will be called in seniority order and be given the opportunity to work their guaranteed number of hours. If an employee is not available for recall after being notified of an emergency closing, no discipline shall be issued.

Such weekly Regular List shall consist only of the number of employees normally required to perform the current work assignments in accordance with the existing volume of business in such center or building.

ARTICLE 18 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Grievance Procedure

Effective January 1, 2014, the following grievance and arbitration procedure will be implemented. During the period August 1, 2013 through and including December 31, 2013, the grievance and arbitration procedure of the UPS/Teamsters Local 804 Supplement August 1, 2008 through July 31, 2013, will remain in effect.

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, **difference** or observance of any provisions of this Agreement.

It is mutually agreed that any difference arising between the Company and the Union or an employee of the Company as to the meaning, application, or observance of the provisions of this Agreement, such difference shall be settled in the following manner:

- (a) The aggrieved employee or employees shall first take the grievance up with the shop steward who in turn will take the grievance up with the supervisor in charge. Employees shall have the shop steward present on any grievance. Grievances must be submitted to the supervisor within ten (10) **working** days after the occurrence of such grievance. If a satisfactory settlement is not effected with the supervisor within one (1) working day, the employee shall submit such grievance to the Union's representative in writing.
- (b) If no satisfactory adjustment is agreed upon the matter shall, within ten (10) **working** days after step 1, be referred in writing by an Officer of the Union to the Division Manager of the Company or some other Executive Officer of the Company with the authority to act, who shall review the alleged grievance and offer a decision in writing within two (2) working days after receipt of same.

(c) All grievances which cannot be adjusted between the

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parties may be submitted for a binding determination upon written notice of either party to the other within ten (10) working days of the failure to agree under paragraph b. above, to the UPS/Local 804 Panel. The UPS/Local 804 Panel shall establish a minimum of two (2) calendar days each month for Panel hearings except in December, on a yearly basis.

(d) The UPS/Local 804 Panel shall be composed of two (2) or three (3) United Parcel Service representatives and the same number of Local 804 approved representatives. The expense incurred by the UPS/Local 804 Panel shall be split equally by the parties.

(e) In order that the UPS/Local 804 Panel may operate effectively and efficiently, the parties agree that an individual will be mutually selected to be an administrator for the Panel. The Administrator shall not be involved in making the Panel decisions. The Administrator shall docket cases; prepare the docket; e-mail and mail a copy prior to the scheduled meeting to each member of the Committee; prepare and keep minutes of the hearings; and e-mail and mail copies of the minutes to all involved UPS and Local 804 representatives.

(f) A grievance to be heard by the UPS/Local 804 Panel must be put in writing and submitted to the Administrator not less than thirteen (13) days before the meeting of the UPS/Local 804 Panel. Failure to meet the thirteen (13) days deadline shall result in the case being docketed for the next Panel. The docket of cases to be heard at the UPS/Local 804 Panel will be prepared by the Administrator and distributed to the parties ten (10) days prior to the panel date. The decision of the panel hearing the case shall be final and binding on all parties.

(g) In discharge and suspension cases only, an impartial arbitrator shall hear the case with the UPS and the Local 804 Panel members and cast the deciding vote in the event of a deadlock. Deadlocked cases involving the interpretation of the UPS/Local 804 Supplement may be submitted to arbitration pursuant to Section 2 below. Deadlocked cases involving the interpretation or applicability of the National Master Agreement (NMA) shall be resolved in accordance with Article 8 of the NMA.

(h) Within fourteen (14) days of ratification, the parties may by mutual agreement agree upon four (4) arbitrators to serve as rotating impartial members of the Panel. Absent agreement, each party shall provide a list of fifteen (15) arbitrators' names by November 1 of each year. Each party shall alternatively strike from the two (2) lists until there are two (2) arbitrators left on each list.

Within seven (7) days from January 1 of each calendar year, either party may notify the other party of its intent to remove one (1) arbitrator from the Panel.

Upon notice of removal of an arbitrator from the Panel, the selection of a replacement shall be selected from a list of fifteen (15) arbitrators and each side shall have the opportunity to strike a name until one (1) remains.

All arbitrators shall be selected from the AAA Regional pool and shall be members of the National Academy of Arbitrators.

In the event of a cancellation by an arbitrator the parties agree to reschedule an existing arbitrator to the panel and if none are available an additional panel will be held the month immediately following the cancellation.

(i) The parties agree to develop final rules and procedures for the conduct of the UPS/Local 804 Panel hearings.

(j) Any procedure or process set forth in the rules and procedure may be altered by written mutual agreement between the parties.

(k) An arbitrator may also be removed from the panel at any time upon the mutual written agreement of the parties. The selection of a replacement shall be in accordance with (h) above.

Section 2 - Arbitration Procedure

Any non-disciplinary grievance or difference concerning the interpretation of the Local 804 Supplement which is deadlocked by the UPS/Local 804 Panel cannot be adjusted between the parties may be submitted for a binding determination upon written notice of either party to the other within ~~ten (10)~~ **twenty (20)** working days of the issuance of the Panel decision ~~failure to agree under Section 1 above~~ as follows:

Except for grievances which concern the interpretation or application of the master contract provisions of this Agreement, the following grievance procedure shall apply:

(a) The matter or matters in dispute shall be submitted to an arbitrator who shall be selected in each case from a permanent panel of ~~at least five (5)~~ arbitrators approved in advance by the Union and the Company. Designation from this panel shall be handled by the American Arbitration Association. If the parties are unable to agree upon the selection of such arbitrators or their successors, any opening or openings on said panel shall be filled by designation of the American Arbitration Association. Moreover, if none of the arbitrators on the panel are available on a timely basis in a particular case, an arbitrator in such case shall also be designated by the American Arbitration Association.

Costs in connection with any arbitration shall be paid half by the Company and half by the Union.

The decisions by the arbitrator shall be final and binding upon the parties and shall be rendered within ~~21 days after the close~~

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~~of the hearing in discharge and suspension cases and within 30 days in all other cases.~~

(b) The parties agree that all time limits set forth in Sections 2 ~~and 3~~ hereto shall be strictly construed.

(c) In the event either the Union or the Company is of the opinion that a particular dispute or grievance is of such a nature as to require an immediate determination, either party may petition the arbitrator to order a waiver of the adjustment and arbitration provisions referred to above and institute an immediate arbitration of the dispute. Such requests shall be asserted by notice in writing given to the other party with a copy to be sent simultaneously to the American Arbitration Association.

(d) The American Arbitration Association shall designate an arbitrator who shall be immediately available to determine whether the dispute necessitates an immediate decision. In the event the arbitrator decides the dispute does not require immediate disposition, the matter shall be set down for hearing in the ordinary course on a timely basis.

(e) If the arbitrator determines that the dispute requires immediate disposition, the matter shall be submitted to arbitration within the appropriate time limits set forth by the arbitrator, and an award shall be issued on an expedited basis.

(f) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, one shall be issued but its issuance shall not delay compliance with and enforcement of the award.

(g) The failure of any party to attend the arbitration hearing as scheduled and noticed by the American Arbitration Association, shall not delay said arbitration and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.

(h) Calendar for ~~Discharge~~ Arbitrations:

The AAA shall schedule ~~a minimum of five (5) hearing dates per month as needed~~ to be heard by arbitrators from the panel. These dates shall be scheduled ~~at least six months in advance~~ by the American Arbitration Association.

~~(1) Each month the parties will schedule and use five arbitration days, three for discharge cases, a fourth for two suspension cases and a fifth for all other cases. In the event there are no discharge cases and/or no suspension cases, other cases will be scheduled in accordance with paragraph (3) below. Cases to be heard will be scheduled no later than six calendar weeks before the hearing date.~~

~~(1 2) If a case or cases is not completed on the scheduled day, the parties will agree to the closest possible additional date to complete the case. They will not use one of the scheduled five days.~~

~~(2 3) Cases will be scheduled for arbitration on a first-in, first-out basis, based on the date the demand for arbitration was filed. Therefore, unless both parties agree to expedite a case, all cases will be scheduled in chronological order - the earliest case tried first.~~

~~(3 4) The parties agree that only under extraordinary circumstances will either side request a postponement of a case.~~

In no event shall any of the parties be permitted any more than one postponement per case. An additional postponement may be granted if the parties mutually agree on said postponement.

(i) Monthly Docket and Schedule:

The AAA shall compile and maintain a monthly docket of all cases for which a written demand for Arbitration has been made.

The AAA shall place these cases on the docket in the order in which the arbitration demands were received.

The docket shall be closed at noon the ninth working day before the end of the month.

In the event a docketed case is settled or withdrawn more than nine (9) working days before it is scheduled to be heard, upon mutual agreement, the parties shall substitute the first remaining unscheduled case ~~from the same category (e.g. discharge, suspension, CBA)~~, on the docket to be heard in its place.

(j) Arbitrator Availability

Arbitrators assigned to the panel shall be available to hold sessions between 10:00 a.m. and at least 5:30 p.m.

Section 3 — Examination of Records

The Local Union Business Agent or Shop Steward shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employees whose pay is in dispute ~~or~~ records pertaining to a specific grievance. A copy of such records will be supplied if requested by the Business Agent.

Section 4 — No Strikes or Lockouts

(a) The Union agrees that it will not cause or permit its members to cause strikes of any kind, stoppages, or any other interference with any of the operations of the Company during the term of the Agreement, so long as the Company abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrators as provided in this Agreement. The Company agrees that there shall be no lock-out during the term of this Agreement, so long as the Union abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrator as provided in this Agreement.

(b) In the event of an alleged violation of this Section 5, either the Company or the Union shall have the right to waive the

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normal adjustment and arbitration provisions referred to in Article 18, Section 3, and submit for immediate arbitration, the alleged violation of this section pursuant to the provisions of Section 3. Such dispute shall be submitted to arbitration within twenty-four (24) hours after receipt of notice by the American Arbitration Association and an award issued not later than twelve (12) hours after the conclusion of the hearing.

Section 5 — Illegal Strikes

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work in a case where a strike or stoppage is authorized under this Agreement, and the Union shall not be liable for any activities unless so authorized.

It is agreed that in all cases of unauthorized strikes, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from any unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such employee shall not be entitled to have any recourse to any other provision of this Agreement.

ARTICLE 34 BREAKDOWNS AND IMPASSABLE HIGHWAYS

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his/her destination (or, if instructed, from returning to his/her center), the employee shall be paid for all time up to the time at which he/she arrives at a place of lodging, with overtime payments, if appropriate. Once he/she has arrived at a place of lodging, the employee shall be considered to be relieved from duty and he/she shall remain off duty until his/her 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/she shall be paid not less than his/her daily minimum guarantee each twenty-four (24) hour period to be measured from the employee's regular starting time each day until he/she returns to his/her center or home. In addition, such an employee shall be furnished clean, comfortable, sanitary lodgings, plus meals. The meal allowance shall be ~~two dollars and fifty cents (\$2.50)~~ **ten dollars (\$10.00)** for breakfast, ~~three dollars and fifty cents (\$3.50)~~ **fifteen dollars (\$15.00)** for lunch and ~~six dollars (\$6.00)~~ **twenty dollars (\$20.00)** for supper.

ARTICLE 37 DURATION**Section 1 – Duration**

This Agreement shall be in full force and effect from ~~December 19, 2007~~ **August 1, 2013** to and including July 31, ~~2013~~ **2018** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 3 – Revisions

Revisions agreed upon or ordered shall be effective as of ~~December 19, 2007~~ **August 1, 2013** or August 1st of any subsequent contract year, unless otherwise specifically provided.

LETTER OF AGREEMENT

Teamsters Local 804 and United Parcel Service, Inc. ("UPS") agree the following will become effective upon the ratification of the new National Master Agreement (NMA) and Local 804 Supplement:

UPS agrees to create one hundred (100) additional Article 22.3 full-time jobs to bring the total number of 22.3 jobs to five hundred and sixty (560) before August 1, 2014. Such jobs shall thereafter be governed in all respects by the rules of Articles 22.3 and 41.3 of the NMA.

LETTER OF AGREEMENT

Teamsters Local 804 (Union) and United Parcel Service Inc. (UPS) agree to the following as a replacement for the Letter of Agreement on December 3, 2007.

Upon ratification of the Teamsters Local 804 Supplement, UPS will pay in a lump sum by December 31st of 2013 and each subsequent December 31st, an amount equal to one dollar and seventy-five cents (\$1.75) times the total number of straight-time hours for each employee, as current practice, in the Teamsters Local 804/447 Pension Plan.

The additional fifteen minutes after eight and one-half (8 ½) hours referenced in the Article 5, Section 1(b) of the Local 804 Supplement will be restored to all eligible full-time employees not then receiving it after the date the Local 804 IBT and Local 447 IAM-UPS Multi-Employer Retirement Plan is no longer in the "endangered status" (as defined in the ERISA Section 305(b)(1)) or in "critical status" (as defined in ERISA Section 305(b)(2)).

The allocation of the one dollar (\$1.00) increase provided in Article 34, Section (a)(1) of the National Master Agreement (NMA) shall be as follows:

For years August 1, 2013 through August 1, 2016, the allocation shall be forty-eight cents (\$0.48) to pension; and thirty-seven cents (\$0.37) for Health & Welfare;

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For the August 2017 increase the allocation shall be fifty-two cents (\$0.52) for pension and thirty-three cents (\$0.33) to Health & Welfare; and

On each August 1 of the contract, fifteen cents (\$0.15) of the available one dollar (\$1.00) shall be retained by the Company to be applied towards the costs of paragraph 1) above.

**LOCAL 804 I.B.T. AND LOCAL 447 I.A.M. UPS
MULTI-EMPLOYER RETIREMENT PLAN**

WHEREAS, the Board of Trustees (the "Board") of the Local 804 I.B.T. and Local 447 I.A.M. -UPS Multi-employer Retirement Plan (the "Fund" or the "Plan") maintains the Plan; and

WHEREAS, the Local 804 Union (the "Union") and United Parcel Service, Inc. (the "Company") have negotiated a supplemental agreement ("Supplemental Agreement") to the National Master United Parcel Service Agreement ("Master Agreement") for the period August 1, 2013 and ending July 31, 2018; and

WHEREAS, the Supplemental Agreement requires certain allocations to be made to the Plan from contributions that the Company is required to make under the Master Agreement; and

WHEREAS, the Trustees have agreed to opt out of funding relief for the 2012 Plan Year in order to adopt the benefit improvements described below, if the New Agreement is ratified;

WHEREAS, upon ratification of the Supplemental Agreement, the trustees will implement the following improvements to the monthly Service Pension amount provided under the Plan.

NOW, THEREFORE, be it RESOLVED as follows:

RESOLVED, that, in consideration of the foregoing premises, effective as of the dates indicated herein and conditioned upon and only effective after ratification of the Master Agreement and the Supplemental Agreement:

Effective January 1, 2014, for Participants who retire on or after that date, the monthly service pension amount under the Plan will be enhanced as follows:

<u>a.</u>	<u>Number of Years of Service</u>	<u>Existing Monthly Pension Amount</u>	<u>Enhanced Monthly Pension Amount</u>
	<u>25</u>	<u>\$3,100</u>	<u>\$3,400</u>
	<u>26</u>	<u>\$3,200</u>	<u>\$3,500</u>
	<u>27</u>	<u>\$3,300</u>	<u>\$3,600</u>
	<u>28</u>	<u>\$3,400</u>	<u>\$3,700</u>
	<u>29</u>	<u>\$3,500</u>	<u>\$3,800</u>
	<u>30</u>	<u>\$3,600</u>	<u>\$3,900</u>

b. Additionally, the maximum monthly service pension for participants who are at least age 55 with 25 years of service shall also increase to \$3,900.

Notwithstanding the above, the accrual rate for the Regular Pension shall remain as provided for under the terms of the Plan's current summary plan description.

2. Effective August 1, 2017, for Participants who retire on or after that date, the Service Pension under the Plan will be enhanced as follows:

<u>a.</u>	<u>Number of Years of Service</u>	<u>Existing Monthly Pension Amount</u>	<u>Enhanced Monthly Pension Amount</u>
	<u>25</u>	<u>\$3,400</u>	<u>\$3,500</u>
	<u>26</u>	<u>\$3,500</u>	<u>\$3,600</u>
	<u>27</u>	<u>\$3,600</u>	<u>\$3,700</u>
	<u>28</u>	<u>\$3,700</u>	<u>\$3,800</u>
	<u>29</u>	<u>\$3,800</u>	<u>\$3,900</u>
	<u>30</u>	<u>\$3,900</u>	<u>\$4,000</u>

b. Additionally, the maximum monthly service pension for participants who are at least age 55 with 25 years of service shall also increase to \$4,000.

Notwithstanding the above, the accrual rate for the Regular Pension shall remain as provided for under the terms of the Plan's current summary plan description.

**MEMORANDUM OF UNDERSTANDING
UPS AND LOCAL 804**

This serves to memorialize the understanding that during peak season, feeder drivers in the jurisdiction of Local 804 will maintain or exceed the normal work hours that they have worked during the course of the year. This agreement does not limit the Company's rights under Article 26 of the National Master Agreement or Article 14 of the Local 804 supplement during peak season, nor does it guarantee a minimum or maximum number of hours for Local 804 feeder drivers in excess of the normal hours worked during the course of the year.

**RULES OF PROCEDURE LOCAL 804/UPS
GRIEVANCE PANEL**

**ARTICLE I
PREAMBLE**

It is understood that the purpose of the following Rules of Procedure is to implement the provisions set forth in the grievance procedure of the Teamsters Local 804/UPS agreement (hereinafter referred to as the "Agreement") and that nothing contained herein shall in any way be deemed to alter or amend the procedures set forth in the Agreement.

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The Local Union party to the Agreement hereby recognize UPS, its heirs, successors, and assigns, as the party to the Agreement for the purposes of administering the Grievance Procedure Article of the Agreement.

ARTICLE II**Section 1. Local 804/UPS Grievance Panel**

The Local 804 / UPS Grievance Panel, hereinafter referred to as the Panel, shall be charged with the responsibility of establishing and implementing the required machinery for performing the functions required under the Teamsters UPS Agreement.

Section 2. Panel Membership

The Local 804/ UPS Grievance Panel shall have jurisdiction over all Teamster represented UPS facilities within Local 804's jurisdiction. The Panel shall be composed of members or alternates representing the Union and members or alternates representing the Employer and the arbitrator. Any member of the Panel so designated by the Union or Employer who may die, resign, become incapacitated, or be removed may be replaced. Panel members, other than the arbitrator must be full time employees of the Union or the Employer.

- (a) The Co-Chair for the Union will be the Principal Officer of the Union, or his or her authorized alternate(s).
- (b) The Co-Chair for the Employer will be UPS East Region Labor Manager, or his or her authorized alternate(s).
- (c) The Co-Chairs will, after each Panel meeting, be responsible for preparing a written decision and any interpretation of each case heard by the Panel. Once finalized, the Administrator will forward copies of the same to the Co-Chairs of the Panel.

**ARTICLE III
PANEL MEETINGS****Section 1. Time and Place**

The Panel shall meet at least two (2) days every month except December unless otherwise agreed to by the Co-Chairs. The meetings shall be at such time and place as designed by the Co-Chairs. After the Panel members have been notified of the time and place of the Panel meeting, said meeting can be changed only upon agreement by the Co-Chairs and upon proper notification to all Panel members, the Local Union and the Employer and arbitrator.

Section 2. Agenda

Local 804 and the Employer having cases docketed to be heard shall receive notice of all Panel meetings. The docket of cases to be heard at such Panel meetings will be prepared by the Administrator at least thirteen (13) days in

advance of the date of each meeting and a copy of such docket mailed to all parties at least ten (10) days prior to the Panel meeting. Once the docket has been prepared by the Administrator and mailed out to all interested parties, and sent electronically via e-mail at the same time, additional cases only can be added to the docket for that meeting by mutual agreement of the Employer and Local 804.

Section 3. Notice to Employee

A discharged employee, or an employee directly involved in a grievance of continuing liability, shall be notified by the Union, in writing, within a reasonable time prior to the Panel hearing, preferably seven (7) days, of the time and place of the grievance meeting. A copy of the notification shall be made available to the Panel upon request.

Section 4. Warning Letters

The merits of a warning letter will not be heard unless such warning letter is on file as being protested and the party is later suspended and/or discharged as a result of such warning letter. Such protested warning letter will be heard in accordance with **ARTICLE V – HEARING PROCEDURES**.

**ARTICLE IV
PROCEDURE ON DOCKETING GRIEVANCES****Section 1. Docketing of Grievances**

The grievance to be docketed shall be reduced to writing by either party on a form approved by the Panel and copies of same shall be filed with the Co-Chair for the Union, the Co-Chair for the Employer and the party against whom the grievance is filed. All copies of such grievance forms shall be filed on the same day either by personal delivery or by certified U.S. Mail, postage prepaid UPS Next day air signature required or approved electronic submission.

Section 2. Selection of Panel

The position of Acting Chairman for each Panel session will be alternately appointed by the respective Co-Chair of the Union and Company.

The Co-Chair for the Union and the Co-Chair for the Employer shall be permanent members of the Panel. Panel members assigned to hear cases will be selected as outlined in Article 18 Section 1 (d). Panel members will be identified for the record, prior to the presentation of a case.

Section 3. Submission Form

A uniform Joint Submission Form setting forth an agreement to submit the grievance to the Panel for a final and binding decision without further recourse to any other tribunal, except as might otherwise be permitted by law, shall be signed by the parties involved and submitted to the Co-Chairs prior to the grievance being heard.

EAST-804**ARTICLE V
HEARING PROCEDURES****Section 1. Recording of Proceedings**

There shall be no voice or video recording of the procedures except for those required and approved by the Panel. All participants shall be notified if there will be a voice or video recording.

Section 2. Postponement of Cases

Neither party shall be entitled to more than one postponement on any given case and there shall be no more than (2) postponements for any reason on any given case, except in the case of proven medical emergency which must be approved by the Union and Company Co-chairpersons. Notice of request for a postponement shall be given to both Co-Chairs and the opposing party by the fastest possible method of communication upon knowledge of such postponement, preferably within forty-eight (48) hours. Neither party will be allowed to postpone a case after the case is called.

Section 3. Order of Cases

All docketed cases will be heard in the following order: discharges, suspensions, followed by regular (non-discipline and contract interpretation) cases. Any carry-over cases will be heard prior to newly docketed cases regardless of grievant(s) presence. In the event that a grievant is present to testify, those cases will be heard first within their respective category. The Company and Union Co-Chairmen may agree to hear any particular case out of its regular order on the docket.

Section 4. Failure to Appear

If a party to a docketed case scheduled for hearing fails to appear at the time the case is called, without an authorized postponement, the case shall be placed at the end of the agenda for that day and if the party fails to appear when the case is called up later in the day, then the Panel shall receive all evidence presented by the appearing party, and a decision shall be rendered thereon; excepting, however, that in any such case, the Co-Chairman of the group whose party fails to appear may appoint a member of the Committee not sitting on the Panel to present such evidence as may be available.

The Panel shall consider all evidence presented and render its decision thereon.

If both parties fail to appear when a case is scheduled, the case shall be re-docketed for the next meeting of the Panel. If neither party appears at such next meeting, the case shall be withdrawn.

Section 5. Hearings

In Discharge or Suspension cases the Employer shall present its evidence and arguments first (1st) and in regular (non-discipline and contract interpretation) cases the moving party shall present its evidence and arguments first (1st).

Arguments on the facts or the merits of the case shall only be argued by a full -time representative of the Employer or the Union.

Neither party shall be allowed to have attorneys participate in hearings.

In the hearing of a case either party may present any evidence bearing on the facts of the particular case and may present testimony of witnesses either in person or by notarized statements or by statements on letterhead. During the hearing, only Panel members, the Co-Chairs, the Arbitrator and the parties presenting the case shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Committee shall be allowed to be present, but shall not intermingle with the group designated above and shall not participate in the presentation, the discussion or the questioning. After each party has presented its case, the Panel, in executive session, shall then render its decision. When the Panel goes into executive session in order to decide the case, all others must retire from the room.

Each party will submit a written statement of all facts involved in each case at the time of the hearing. If such written statement is not submitted to the Panel at the time of the hearing, the case will not be heard. All evidence must be presented during the original presentation. After both parties have presented their case, there shall be a short period of rebuttal for each party. Rebuttal by either party must relate directly to factual evidence and arguments presented by the other party. During the rebuttal no new evidence will be allowed unless it relates directly to the evidence or testimony of the other party. During the rebuttal period, the presiding Chairman may call for an executive session if, in his opinion, the testimony or new evidence does not relate to testimony or evidence presented by the other party.

Arguments on the case can be cut off, upon mutual agreement of the Co-Chairs, by the presiding Chairman after all factual information has been presented or either party becomes repetitious.

Following the rebuttal period, questions may be asked of both parties only by members of the Panel or the Arbitrator. No arguments between the opposing parties will be allowed. The presiding Chairman is responsible for limiting repetitious questions, statements or comments.

Cross-examination shall only come through, or by, Panel members.

After each party has presented its case, the Panel will go into an executive session. When the Panel goes into executive session in order to decide the case, all others must retire from the room. The Panel shall then render its decision immediately following the executive session.

The Panel will go into executive session and render a decision after each case has been presented. Only the decision will be

recorded on the joint submission form. It will be signed and dated by the two co-chairpersons presiding over the case. The Panel will mail the decision in each case, or recall the parties for an announcement of the decision. In cases involving a discharge of continuing liability, the panel will promptly notify the Employer and the Local Union of the decision.

Section 6. Rules for Conduct of Hearings

The Panel may from time to time adopt such supplemental rules as are deemed necessary for the orderly conduct of hearings. Such supplemental rules may be adopted or changed by written mutual agreement of the Co-Chairs of the Panel.

Section 7. Contract Interpretations

In such cases where interpretation of the Agreement is needed the Co-Chairs may be called during executive session to give clarification.

Section 8. Financing of the Panel

The parties shall jointly be responsible for the costs of conducting the Panel. This shall include any costs for the meeting room(s); refreshments and the impartial arbitrator. Each party shall be responsible for costs associated with attendance of its representatives or any necessary witnesses. Each party shall pay a reasonable assessment at the beginning of the calendar year to cover the joint costs.

ARTICLE VI IMPARTIAL ARBITRATOR

On discharge and suspension cases only, an impartial arbitrator will sit as a fifth (5th) or seventh (7th) Panel member and shall render a bench decision on all deadlocked cases. The Co-Chairs shall choose a panel of four arbitrators, one of whom shall be present at each Committee meeting. However, the present arbitrator(s) who is being replaced will remain as a fifth (5th) or seventh (7th) panel member until a replacement is designated by the Co Chairs.





