

**LOCAL #135 RIDER  
TO THE CENTRAL CONFERENCE  
OF TEAMSTERS  
UPS**

**Supplemental Agreement and  
National Master UPS**

**Contract for the Period:**

**August 1, ~~2008~~ 2013 through July 31, ~~2013~~ 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**.

**The following Articles and Sub-Sections  
of this rider shall supersede the  
corresponding Articles and Sub-Sections  
of the Supplemental Agreement and  
National Master Contract.**



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## SENIORITY

Section 1 - Employee Seniority

Seniority shall be broken only by discharge for just cause, voluntary resignation, more than three (3) years layoff, or 3 days no call no show. A laid-off employee shall be given two (2) weeks notice of recall by registered mail at his/her last known address, and in the event such employee does not report for work at the end of said two (2) weeks, then they shall lose all seniority rights. If the employee fails to report to work for three (3) consecutive working days and does not properly notify the Company at the beginning of his/her starting time on the third (3rd) day. Employees hired to fill vacancies during the vacation period, or hired only for the seasonal period, November 1st through **December 31st the Friday of the second full week of January of the following year**, shall not be entitled to seniority. Employees assigned to fill temporary vacancies during the vacation or seasonal periods shall not be entitled to classification seniority in the temporary vacancy, but shall pay initiation fees and dues according to the regular schedule.

No new employee shall be hired if employees on the seniority list are laid off at adjoining Centers and willing to perform their work.

Any new feeder route or delivery area created during the period from October 1st to December 31 st shall be considered temporary and will not be posted for bid. However, if these routes or areas are still in existence after December 31 st they shall be posted for bid in the usual manner.

Section 2 - Posting List

The Employer agrees to furnish bulletin boards in each center. The Union shall have the right to post any official notices on the bulletin boards.

A list of employees in order of their classification seniority, hire date and company seniority date shall be posted in a conspicuous place at each center. The list shall be updated every ninety (90) days. An employee, whose name appears on the posted list for the first time shall have thirty (30) days to protest the accuracy of the seniority date. If an employee protests the accuracy of his/her dates and the accuracy can be verified by proper documentation the date will be changed to the appropriate date.

Starting times for employees will be scheduled each Friday for the following week. Except the employer shall be exempt from all start time guarantees when an act of God occurs where conditions beyond the employer's control compel interruptions or delays of all or part of the employers operation. Work stoppages that the employer has not directly or indirectly caused, such as fire, floods, destruction, national or local emergency, or impassable highways, which as approximate

result thereof caused a complete stoppage of all or part of the employers operation or the week of Christmas and the week of New Years.

There also may be other occasions mutually agreed to by the Company and the Union that the start time guarantees shall not apply.

**The Company may change the starting time in the middle of the work week provided the request has been reviewed by the Business Agent and Labor Manager. Such request for a midweek starting time change will not be unreasonably refused. This only applies to part-time employees.**

Section 3 - Work Assignment

Center / Hub / Feeder seniority by classification will prevail at all times except in case of lay-off. If an employee's work is moved to another center, the employee may transfer to that center and his/her classification and company seniority shall dovetail on the new center's seniority list.

The only exception to this will be that if an employee's job is abolished or moved to another center and the employee does not want to move, he or she can elect to take the work of the person within that classification with the least amount of company seniority.

Section 4 - Opening and Closing of Center

Whenever an operation operating center is opened or closed, the employees affected will be entitled to follow the work and their company seniority will be dovetailed in the new operating center.

Section 5 - Posting New Permanent Jobs or Permanent Vacancies

In filling permanent vacancies in an existing center, the employee in that center shall be given first choice in such vacancies in order of classification seniority.

Filling all permanent vacancies shall be in such a manner so as to cause minimal interruption to the employer's operations.

When a permanent new job or vacancy becomes open in a center, it shall be posted for ~~three (3) working days~~ **seven (7) calendar days from Wednesday to Wednesday** in that center by the employer. A permanent new job for the purposes of this article shall be one that has been in existence for a period of thirty (30) working days.

All employees in the classification, posted in the order of classification seniority, shall be eligible to bid on such openings. Separate seniority lists shall be posted in each center by job classifications.

After receiving the job for which the employee bid, the employee shall not be eligible to bid any other opening for a period of four (4) months. The employee awarded the bid shall be placed on the job as soon as it is possible in conjunction with the efficient operations of the Employer's business in that center.

The filling of openings by bidding shall be limited to three (3) bids, the original opening and two (2) others. Bid jobs will be posted for a period of ~~three (3) working days~~ **seven (7) calendar days from Wednesday to Wednesday.**

The company can establish training areas at each location for the purpose of training delivery drivers. In centers where more than one (1) training route exists, these training routes shall be used on a rotating basis.

#### Section 6 - Route Changes

##### A. Temporary

When a bid area is ~~temporarily~~ **temporarily** changed fifty percent (50%) or more the employee shall have the right to ~~follow the portion in excess of fifty percent (50%) of the delivery stops. If the temporary change involves more than a two-way split, the driver shall be assigned by seniority 1<sup>st</sup>, follow work by seniority in that loop, 2<sup>nd</sup>, bump most junior bid route or 3<sup>rd</sup> become a swing driver.~~

##### B. Permanent

When a driver's bid area is permanently changed by fifty percent (50%) or more of the stops, start time change of more than one (1) hour, or a change of fifty percent (50%) or more of the area or loop, he/she shall have the right to ~~follow whichever portion of his/her bid area he/she desires or allow the job to proceed through the bidding procedure and work as directed. In the event that there are two (2) or more drivers that choose the same split under the above language, seniority shall prevail. 1<sup>st</sup>, follow work by seniority, 2<sup>nd</sup>, bump most junior bid route or 3<sup>rd</sup>, become a swing driver.~~

In centers where drivers bid on delivery areas, the bid shall contain a description of the area or loop and identify the base line. It is understood that day to day adjustments may be made. None of the foregoing provisions shall be understood or interpreted as placing any restrictions whatsoever on the employer's unrestricted right to eliminate jobs, or to make any changes it wishes in the size, content, scope, direction, coverage, starting time, or schedule of any jobs or the equipment used thereon.

#### Section 7 - Changing Classification — Voluntary Transfer

Any employee who desires to work in another classification can do so with approval of the company, as of past practice and will go to the bottom of the seniority list in the classifica-

tion, but will retain their company seniority for lay-off, vacation and benefits only.

Any employee who voluntarily transfers from one center to another with the approval of the company will go to the bottom of the seniority list in that classification for lay-off purposes, but will retain their company seniority for fringe benefits only.

An employee moved to another job shall be given a fair trial for a period up to, but not exceeding thirty (30) working days at the rate of the job. If at the end of the trial period it is determined that the employee is not qualified for the new position, the employee shall return to the old position, at the same rate of pay which was formerly paid for the old position with the old classification seniority date retained.

#### Section 8 - Posting Feeder and Spotter Jobs

**All Feeder postings or bids shall be seven (7) calendar days from Tuesday to Tuesday.**

On May 1st of each year, all feeder and spotter jobs in each center shall be posted for bid by classification seniority. Twenty-five (25) percent of the drivers by seniority will bid daily. Those who fail or decline to make their selection will be allowed to bid only after the bidding process has been completed.

In addition to the May 1st bid of each year, feeder drivers will have unlimited bids if a new permanent feeder or spotter job develops or a permanent vacancy becomes available in a center, the feeder drivers in the center may bid on such openings in seniority order. After receiving the additional bid, the employee must stay on the run they bid on for thirty (30) calendar days before they are eligible to bid again.

In addition to posting feeder and spotter jobs, in feeder centers of twenty (20) or more scheduled runs, the company will bid coverage pick list jobs. The number of jobs bid will be five percent (5%) of the scheduled feeder jobs or runs on May 1<sup>st</sup> of each year.

Bid coverage drivers shall select their weekly assignment first in seniority order. All other selections will be in seniority order after the bid coverage drivers make their selection.

Any vacancies occurring due to medical reasons or a leave of absences lasting longer than one (1) week, said job will be selected in seniority order weekly.

If there is no coverage replacement jobs to pick, on a given week, these people will either be placed on whatever job is open or work as directed. If none of the aforementioned work is available they will be allowed to bump the most junior person that is on a bid or assigned job.

**The filling of openings by bidding shall be limited to four (4) bids, the original and three (3) others.**

In the event a bid starting time is permanently changed two (2) hours or more, the bid run is changed fifty (50) miles or more, or the destination is changed fifty (50) miles or more, the employee may stay with the job or displace any junior employee within the feeder classification within ten (10) working days. ~~This procedure shall be repeated a second (2nd) time and a third (3rd) time with the next being assigned. The hour time change for daylight savings time in the fall and spring is not counted in the two (2) hours.~~

If the job of a feeder driver is temporarily eliminated lasting less than thirty (30) calendar days, said driver will be placed on the coverage pick list in seniority order until his/her job returns, or until it is determined to be a permanent elimination of more than thirty (30) calendar days.

A feeder driver whose job has been permanently eliminated (more than thirty (30) calendar days) shall be entitled to either stay on the coverage pick list or displace any junior employee within the feeder classification in their center. This displaced employee shall be entitled to exercise their seniority and so on until the least senior feeder driver is displaced.

#### Section 9 - Tractor-Trailer School

Full-time employees in the package car drivers classification who are interested in qualifying as a tractor-trailer driver, under DOT Rules and Regulations shall so notify the company. Such employees in seniority order, will be permitted to attend, on their own time, the company training program which may be established from time to time as the need occurs. The company agrees to furnish the necessary equipment and instructors.

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

Upon completion of tractor-trailer school, the employer will determine whether the employee is qualified to drive tractor-trailer and whether the employee will be placed on the qualified list. Once qualified, the employee must stay on the feeder qualified list for two (2) consecutive years. If the company deems the employees qualified, their seniority date will revert back to first day of class room training.

After working in the feeder classification for two (2) consecutive years, an employee may return to the package driver classification when a permanent vacancy or permanent new job occurs and will go to the bottom of the seniority list in the classification.

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

In any case in which the Local Union believes an employee has been denied the opportunity of attending tractor-trailer school, the Local Union shall have the right to discuss the matter with the District Labor Manager or his/her designee and present the facts which the Local Union believes show that the denial was improper. If an agreement cannot be reached a decision will be given by the Union and the Company representative.

New tractor-trailer openings or vacancies will be filled from the list of qualified employees in the order of their date of qualification at the location. In the event no employee on the list of qualified employees elect to fill the opening, the last person qualified must fill the opening.

Selection will be by classification seniority at the location. Any employee that has been trained and qualified by the employer must perform tractor-trailer, or feeder work when required to do so. In the event no qualified employee elects to do the work, the least senior qualified person must perform the job.

Before hiring from the outside, the company will consider other employees to fill tractor-trailer openings if they meet the same criteria as those employees hired from the outside. The company shall not be required to use employees on the qualified list during October, November and December.

When a new hire works a ~~third (3rd)~~ <sup>fifth (5th)</sup> consecutive free period, all time worked in the ~~third (3rd)~~ <sup>fifth (5th)</sup> consecutive free period shall count toward seniority. Said employee shall not be given a seniority date until all other provisions of this Agreement are complied with except as otherwise agreed to in writing. (Applies to feeders only.)

**If a permanent feeder opening at the 81<sup>st</sup> facility is not filled by the bidding procedure at that building, that opening will be offered on a 6 for 1 basis (for every 6 jobs filled at the 81<sup>st</sup> feeder operation, one (1) will be offered as mentioned) to the full-time employees at the 16<sup>th</sup> Street operation. If that feeder position is not filled by the full-time employees at 16<sup>th</sup> Street, that job will then be offered to the full-time employees at the Castleton Center.**

#### Section 10 - Bid Routes

The company in an emergency may ask a bid route driver to take another route. The company and the union will cooperate to effect the efficient delivery of packages.

#### Section 11 - Lay-Offs

When it becomes necessary to reduce the working force in a center, the employee in the classification with the least amount of company seniority shall be laid off first. If a full-time employee is laid off, he/she may exercise his/her company seniority in the next lower classification in his/her center on the following Monday for the duration of the layoff, provided he/she is qualified to perform the work.

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Full-time seniority employees in the order of their seniority may elect to take the work of the most junior part-time employees, if any, for the duration of the lay-off provided they have more total company seniority. In such cases the full-time employee shall be guaranteed a minimum of three and one-half (3 1/2) hours work at the rate of pay for the job which he/she performs in addition to all fringe benefits.

If there are part-time employees in a center in both the A.M. and P.M., a full-time employee may replace the most junior part-time employee on each shift and shall be guaranteed a minimum of three and one-half (3 1/2) hours for each shift provided they are qualified. If a full-time employee bumps two (2) part-time employees, said full-time employee shall receive time and one-half after eight (8) hours of work.

~~An employee could work ten (10) hours a day but not receive overtime pay, but if an employee (any employee) works over forty (40) hours in a week, the employer must pay the time and one half rate for all hours over forty (40).~~

### Section 12 - Part-Time Employees Transferring to Full-Time Jobs Other Than Hub, and Pre-Load.

After the completion of the job selection procedures outlined in Section 5 of this Article, the resulting opening will be filled as follows:

On February 1 st of each year, part-time employees with one (1) or more years seniority may put their name on a list that will be posted in their building to fill permanent new jobs or vacancies except for the months of October, November and December, providing they meet the same requirements as applicants for the full-time job. The list will be posted for a period of ~~five (5) working~~ seven (7) calendar days. The job will be awarded to the senior employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who fails to qualify, will be eligible to re-qualify within one (1) year of their disqualification. If the employee fails to qualify on their second (2nd) attempt they shall not be allowed to qualify again for three (3) years from the date of the second (2nd) disqualification. The above procedure will be applied on an alternating six (6) for one (1) basis, (ie; for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

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

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee.

### Section 13 - Part-Time Transfer Request Procedure

Qualified part-time employees with one (1) year or more seniority may request a job transfer or shift change in writing. Those requesting the change or transfer will be filled by the senior employee having the request on file when the opening occurs (in all months except October, November and December) once the request is honored the employee must stay in that job for one (1) year from the date of the change or transfer.

Any employee requesting a sorter or preloader vacancy must be pre-qualified for that sort or pre-load.

When this procedure is applied and the result is causing a disruption of the operation, the Local Union and District Labor Manager or his/her designee will immediately meet to work out a proper method to resolve the problem. If they fail to do so, the matter will be immediately referred to the Conference Director or his/her designee and the UPS Vice-President party to this agreement, or his/her designee to resolve the matter.

### Section 14 - Part-Time Employees Layoff

When it becomes necessary to reduce the work force in a part-time operation, or sort, the part-time employee(s) with the least seniority performing the work to be reduced shall be laid off first.

Those part-time employees so laid off may exercise their seniority and elect to take the work of the most junior part-time employee(s) performing work for which they are qualified on the sort or in their part-time operation.

In the event part-time employee(s) are laid off in excess of one (1) week, said part-time employee(s) shall have the right to exercise their seniority and displace the most junior part-time employee performing work for which they are qualified on any other sort or part-time operation in the building.

Recalls and restoration of force shall be in reverse order of lay-off.

### Section 15 - Extra Work

Seniority shall prevail for extra work and the work shall be assigned by seniority, within the classification and work area, to those who are qualified, present and available. Work once assigned will not be reassigned.

In order to be qualified the employee must have performed the work in the last six (6) months.

### Section 16-Vacations

All employees who meet the eligibility rules herein set forth shall be entitled to a vacation with pay as follows:

After completion of:

One Year-----	One (1) week
Three Years-----	Two (2) weeks
Eight Years-----	Three (3) weeks
Fifteen Years-----	Four (4) weeks
Twenty Years-----	Five (5) weeks
Twenty-five Years-----	Six (6) weeks

Vacation pay shall be computed by multiplying forty-five (45) times employee's straight time hourly rate.

Seventeen percent (17%) of the employees in a center will be scheduled off each week during the months of May, June, July and August. Employees on leave to fulfill their annual obligation to their Military Reserve Units shall not be included in the percentage allowed off on vacation. The application of the seventeen percent (17%) per center shall be applied as follows:

No. of employees	No. of Vacations per Week	No. of employees	No. of Vacations per Week
01-08	1	45-49	8
09-14	2	50-55	9
15-20	3	56-61	10
21-26	4	62-67	11
27-32	5	68-73	12
33-38	6	74-79	13
39-44	7	80-85	14

In addition to the above schedule, any ~~employee hired after August 1, 1990 will seniority employee having completed his/her eligibility year shall~~ receive one (1) additional optional week of vacation ~~at the employee's first anniversary date of employment and any anniversary date thereafter.~~ Full-time employees shall receive with fifty (50) straight time hours' pay January 1<sup>st</sup> of each year. Part-time employees shall receive twenty-five (25) straight time hours' pay for said week.

Employees (full-time and part-time) may take pay in lieu of time off for the option week.

The employee must indicate preference at the time vacations are selected.

(a) To be eligible for his/her full vacation after the first year of employment, an employee must have worked 1,250 straight-time hours and must have been employed for one (1) full year. During the second and subsequent years, the employee must have worked 1,250 straight time hours, but need not be employed the full year to be eligible for the vacation. Computation of 1,250 straight-time hours for qualification shall begin only on employment date and anniversaries thereof.

No employee may earn more than one (1) vacation in any anniversary year.

(b) An employee who has been employed not less than 1,250 straight-time hours as provided above shall be entitled to vacation with pay to be taken during the period from December 26 through the week of Thanksgiving of the following year. There shall be no vacations from the first Monday after Thanksgiving to December 25th.

(c) Any such regular employee with more than one (1) year of service who resigns or whose services are terminated, except for dishonesty, shall receive pro-rate pay for the number of weeks of vacation or optional vacation week as set forth in this Article for his/her then completed years of service. This formula shall also apply to employees still on the payroll who have worked less than 1,250 hours during their anniversary year.

Pro-rate pay shall be computed on a percentage basis by dividing the number of straight-time hours worked into 1,250 as illustrated below:

- 125 Hours equal 10% of Full Vacation
- 250 Hours equal 20% of Full Vacation
- 312 Hours equal 25% of Full Vacation
- 625 Hours equal 50% of Full Vacation
- 1,250 Hours equal 100% of Full Vacation

Any full-time employee who displaces a part-time employee shall have those hours counted towards his/her hours worked for a full-time vacation.

(d) Part-time employees shall be covered by the same schedule, but must have worked one-half of the hours shown above and shall be paid at the rate of twenty (20) hours pay for each week of vacation. (Maintenance of standards shall apply to vacations for members of those Local Unions where present local schedule may exceed the Supplemental Agreement).

(e) If a Holiday falls during an employee's vacation he/she shall be paid for the Holiday in addition to his/her regular vacation pay ~~or shall receive an additional consecutive day of vacation with pay. (The Feeder and Mechanic past practice shall continue.)~~

~~This determination must be made at the time vacation is selected and must be by mutual agreement.~~

A vacation schedule shall be posted in each center by November 1st of each year and picked by classification seniority. Except for the employees that are assigned to run feeder vacations, they will pick their vacations on the feeder vacation list.

Vacations shall be selected within (30) calendar days. Twenty-five (25) percent of employees in their classifications will se-

lect weekly. Those who fail or decline to make their selection will take what is remaining by seniority.

On the pay day immediately preceding an employee's vacation, he/she shall be paid his/her vacation pay computed on the basis of forty-five (45) hours per week at his/her current hourly rate.

Vacation pay will be made on separate checks.

Employees time off because of sickness or off the job injury shall count toward vacations up to four (4) weeks.

Employees time off for on-the-job injury up to one (1) year shall count toward vacation.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired in May, June, July and August shall not gain seniority unless they are worked after Labor Day. Employees worked after Labor Day shall have their time worked prior to Labor Day count toward acquisition of seniority as provided for elsewhere in this agreement, however, their seniority dates shall be the first day worked after Labor Day. If the employer recalls these employees it must continue to comply with the part-time six (6) for one (1) ratio as provided for elsewhere in the Agreement. Upon agreement of the Local Union, part-time employees may work as full-time vacation replacements under the terms of this provision and still retain their seniority as part-time employees. The company shall notify the union of any employees hired as vacation replacements and have the employee sign a vacation replacement form.

**Single Vacation Day(s) Option:**

**Full-time employees that have earned at least three (3) weeks of vacation will have the option of declaring that he/she will be able to split up to two (2) weeks of regular vacation, into five (5) or ten (10) single days. Single vacation days may also be taken in blocks of two (2) days, or three (3) days.**

**The employee must declare this option at the time of vacation selection.**

**No single vacation day(s) will be taken during the period of Thanksgiving through December 25<sup>th</sup>.**

**Classification seniority shall prevail for selection of single vacation day(s).**

**Approval of vacation days will be at the discretion of the employer. The Company shall not unreasonably deny the request. Single vacation day(s) selected during the calendar year must be selected, in writing, a minimum of eight (8) calendar days prior to the requested date(s). The Company must approve or deny the requests within one (1) working day of the request. Single vacation days may be granted by mutual agreement outside of the eight (8) calendar day request provision outlined above. The Company will allow a minimum of one (1) single vacation day in each work classification for areas with twenty-five (25) employees or less; minimum of two (2) for areas with 26-70 employees and a minimum of three (3) employees for areas with 71 or more employees, provided there is coverage for the single vacation days. These days shall be paid for the first five days that the employee does not work, provided they were scheduled to work on these days and provided there is coverage for the single vacation days.**

**Single vacation days will be paid at nine (9) hours per day. Any days not used will be paid off at the end of the year.**

**Single vacation days shall not count toward the percentage of employees allowed off per week in this Article.**

**Employees may not request vacation day(s) in any week that are not previously scheduled to work.**

**The Company shall allow a minimum of 2% of the employees, by classification, put to work that day with an optional holiday.**

Section 17- Rates of Pay (To Be Updated)



	2008		2009		2010		2011		2012	
	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
Package Drivers	28.43	28.72	29.155	29.53	29.965	30.28	30.705	31.13	31.605	32.08
T.T. Single Drivers	28.635	28.985	29.36	29.735	30.11	30.485	30.91	31.335	31.81	32.285
T.T. Doubles Drivers	29.085	29.435	29.81	30.185	30.56	30.935	31.36	31.785	32.26	32.735
All other inside employee hired prior to 7/2/82	26.71	27.06	27.435	27.81	28.185	28.56	28.985	29.41	29.885	30.36
All other inside employee hired after 7/2/82	23.26	23.61	23.985	24.36	24.735	25.11	25.535	25.96	26.435	26.91
22.3 Combinations	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate	Applicable rate

Any employee receiving a "Red Circled" rate of pay for a classification listed above shall maintain that rate of pay as long as the employee remains in the same job.

Section 18 Mechanics (Table to be Updated)

	2008		2009		2010		2011		2012	
	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
Mechanics (Journeyman)	29.080	29.430	29.805	30.180	30.555	30.930	31.355	31.780	32.255	32.730

Apprentice Automotive & Maintenance Mechanics & Painters:

Start Rate 60% of the prevailing Journeymen rate:

- 65% upon Achieving seniority.
- 70% 1 year from hire date.
- 75% 18 months from hire date.
- 80% 2 years from hire date.
- 85% 30 months from hire date.
- 90% 3 years from hire date.
- 95% 42 months from hire date.
- 100% 4 years from hire date.

Any automotive or maintenance mechanic called back to work after completing his/her scheduled work-day shall be guaranteed four (4) hours of work or pay at time and one-half (1 1/2) his/her regular rate.

Part-Time Mechanic:

The starting rate will be the same as full-time mechanics. Guarantees, Vacations, Holidays, Optional Days and Medical will be governed by the part-time language in the agreement.

If the full-time mechanic leaves for any reason, the part-time mechanic will be offered the opening before the part-time street. The above provision applies to all area's except 16<sup>th</sup> and 81<sup>st</sup> and Norfolk Street buildings.

MECHANICS:

One (1) change of uniform per day. Foul weather gear. Apprenticeship Program.

POSTING MECHANICS JOB:

On June 1st of each year all mechanics and maintenance jobs in each center shall be posted by bid by seniority. **All bids shall be posted for seven (7) calendar days from Wednesday to Wednesday.**

In addition to the June 1st bid of each year if a new permanent or vacant job becomes available in the center, the mechanics in that center may bid on such openings in seniority order.

The filling of openings by bidding shall be limited to four (4) bids, the original and three (3) others.

Section 19 - Miscellaneous Provisions

During the normal work week, the employee normally performing the work shall be entitled to the daily overtime.

On weekend overtime, the senior employee who is qualified shall be assigned the weekend overtime.

On March 1 st of each year all full-time porter jobs in each center shall be posted for bid within their classification by seniority. All bids shall be posted for seven (7) calendar days from Wednesday to Wednesday.

Section 20 - Pension

Any and all new full-time employees hired by United Parcel Service that will be represented by Local Union No. 135 will be covered by the Local Union No. 710 Pension Plan.

(Amounts to be updated from 710 Agreement)

Effective August 1, 2008, the Employer shall pay the sum of \$297.00 per week for each full-time employee. effective August 1, 2009, the Employer shall pay the sum of \$323.00 per week for each full-time Employee. effective August 1, 2010, the Employer shall pay the sum of \$349.00 per week for each full-time employee. effective August 1, 2011, the Employer shall pay the sum of \$375.00 per week for each full-time Employee. effective August 1, 2012, the Employer shall pay the sum of \$401.00 per week for each full-time Employee. effective August 1, 2007, the Employer shall pay the sum of \$271.00 per week for each full-time Employee to the International Brotherhood of Teamsters Local 710 Pension Fund. The payments shall be made for the purpose of providing pension benefits to Employees covered by this Agreement as determined by the Trustees of such fund. Any disagreement with respect to the eligibility, time, method of payments and related matters, shall be determined by such Trustees. The Employer and the Union agree to be bound by and hereby accept to, all of the terms of the restated Agreement and Declaration of Trust creating the fund, as amended from time to time, all rules and regulations adopted by the Trustees pursuant to the Trust Agreement and all of the actions the Trustees in administering the fund in accordance with the Trust Agreement. The fund shall in all respects be administered in accordance with the aforesaid Agreement and Declaration of Trust and the applicable requirements of law.

(a) If any Employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of four (4) weeks.

(b) If an Employee is absent because of occupational illness or injury, the contribution shall be made until the

Employee returns to work or for a period of twelve (12) months, whichever period is shorter.

(c) The obligation to make the above contribution shall continue during periods when a Collective Bargaining Agreement is being negotiated.

(d) Pension payments will start for the week in which the new employee reaches his/her thirtieth (30th) working day.

Section 21 - Grievances

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

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

Grievance procedures may be invoked only by authorized Union or Employer representatives.

In the event of any grievance, complaint, or dispute on the part of any employee, it shall be handled in the following manner and a decision reached at any stage shall be final and binding on both parties. ~~Each of the following steps must be adhered to or the grievance will be deemed improper and not subject to the provisions of this Article unless otherwise mutually agreed to.~~

A. The employee shall discuss the grievance with their immediate supervisor.

B. If the grievance is not resolved, the employee will discuss the grievance with the shop steward and their immediate supervisor.

C. Failing to agree, the shop steward shall promptly submit the written grievance on a proper grievance form to management and the union. This report must be submitted within ten (10) working days of the alleged violation. For the purpose of this Article, the written grievance must be punched on the center time clock for verification of proper dates. Wage claims will only go back for a period of sixty (60) calendar days from the date the employer was notified of such claim.

D. If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted to the state committee. ~~Any case not resolved at the state level shall then be submitted to the UPS and 135 Deadlock Committee. This committee will consist of one (1) designee each from the Company and the Union.~~

~~E. Following due and proper notice given to the parties to appear and present their case, it is agreed that they are empowered to hear and decide the deadlocked case even if only one (1) of the parties submits it to them, or, if one (1) of the parties fails to appear at the hearing to present evidence. They shall have the authority to apply the provisions of the Agreement and to render a decision on any grievance coming before them, but shall not have the authority to amend or modify this agreement or establish new terms and conditions under this Agreement. Their decision shall be final and binding on all parties and employees involved. If they are unable to agree the grievance will be submitted to the UPS Joint Area Committee.~~

F ~~E.~~ All monetary grievances will be settled within five (5) ~~ten (10)~~ working days after the panel decision.

Section 22 - 22.2 & 22.3's (Combo's)

The Business Agent, Labor Manager, Steward, Center Manager/Sort Manager will review combo jobs for their respective sort during the months of January, May and September to ensure bid compliance.

Combo bids for newly created or vacated jobs will be posted for seven (7) days from Wednesday to Wednesday. Combo bids shall include start times, work days, job # and a general description of the job. These bids will be filled within 10 working days unless the position requires additional training. Completed bids will be reviewed with the steward.

If two (2) of the same combo jobs have different start-times, the start-time shall be offered by classification seniority order.

22.2 / 22.3 PM Air Combo Jobs - These bids will contain a general geographical area and will be awarded by seniority. This does not take away the right of the Company to assign work and the amount of work.

# LOCAL 135 CLERICAL GROUP SUPPLEMENT UNITED PARCEL SERVICE

For the Period:  
August 1, ~~2008~~ 2013 through July 31, ~~2013~~ 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**.

Section I

CLERICAL GROUPS

Group I

General Clerk  
~~Typist~~  
Mail File Clerk

Group II

~~Teletypist~~  
Dept. Clerks (Customer Service)  
~~Switchboard Operators~~

Group III

Customer Counter Clerk  
Overgoods Clerk

Group IV

Claim Clerk  
Package Service Center Clerk  
Tracing Clerk  
Damage Adjuster Clerk  
Shop Clerk  
Claim Auditor

Section - 1(a)  
(Tables to be updated)

CLERICAL RATES

FULL & PART-TIME HIRED PRIOR TO 9/24/73

Group/Date	2008		2009		2010		2011		2012	
	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
I	27.060	27.410	27.785	28.160	28.535	28.910	29.335	29.760	30.235	30.710
II	27.260	27.610	27.985	28.360	28.735	29.110	29.535	29.960	30.435	30.910
III	27.910	28.260	28.635	29.010	29.385	29.760	30.185	30.610	31.085	31.560
IV	28.060	28.410	28.785	29.160	29.535	29.910	30.335	30.760	31.235	31.710

FULL & PART-TIME HIRED PRIOR TO 9/24/79 BUT AFTER 9/24/73

Group/Date	2008		2009		2010		2011		2012	
	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
I	26.160	26.510	26.885	27.260	27.635	28.010	28.435	28.860	29.335	29.810
II	26.360	26.710	27.085	27.460	27.835	28.210	28.635	29.060	29.535	30.010
III	26.860	27.210	27.585	27.960	28.335	28.710	29.135	29.560	30.035	30.510
IV	27.060	27.410	27.785	28.160	28.535	28.910	29.335	29.760	30.235	30.710

FULL-TIME HIRED AFTER 9/24/79

Group/Date	2008		2009		2010		2011		2012	
	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
I	25.410	25.760	26.135	26.510	26.885	27.260	27.635	28.110	26.585	29.060
II	25.610	25.960	26.335	26.710	27.085	27.460	27.835	28.310	28.785	29.260
III	26.110	26.460	26.835	27.210	27.585	27.960	26.385	26.810	29.265	29.760
IV	26.310	26.660	27.035	27.410	27.785	28.160	28.585	29.010	29.435	29.960

1. The starting rate for all full-time employees hired prior to September 5, 1984, and part-timers hired prior to September 5, 1984, transferring to full-time shall be eighty five percent (85%) of the regular rate. Increases shall be given as follows:

Date of hire .....85% of regular rate  
6 months from date of hire .....90% of regular rate  
12 months from date of hire .....95% of regular rate  
18 months from date of hire .....100% of regular rate

2. The starting rate for all full-time employees hired on or after September 5, 1984, and before August 1, 1987 and part-time employees hired on or after September 5, 1984, transferring to full-time shall be seventy percent (70%) of the regular rate. Increases shall be given as follows:

Date of hire .....70% of regular rate  
6 months from date of hire .....75% of regular rate  
12 months from date of hire .....80% of regular rate  
18 months from date of hire .....100% of regular rate

When a part-timer goes temporary full-time the employee will receive the appropriate full-time rate for which their seniority would place them as a full-timer. When an employee subsequently becomes permanent full-time they will go to the starting rate of the respective group.

Any employee receiving a "Red Circled" rate of pay for a classification listed above shall maintain that rate of pay as long as the employee remains in the same job.

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Part-time employees hired after 9/24/79 shall progress as outlined in the National Master Agreement.

Starting rates for part-time employees in:

Group I and II shall be .....8.50

Group III and IV will be .....9.50

Section 2 - Holidays (Clerical unit employees)

Employees hired prior to August 1, 1987

Effective June 1, of each year all employees shall be entitled to four (4) paid sick days; or the four (4) days may be used in one of the following manners:

- (1) Four (4) consecutive days off with thirty-two (32) hours pay for full-time employees and sixteen (16) hours pay for part-time employees.

Option (1) can only be used when accompanied by one (1) optional Holiday— no exceptions.

- (2) Four (4) days extra pay, with no time off, thirty-two (32) hours pay for full-time employees and sixteen (16) hours pay for part-time employees.

All new employees who have been employed for six months but less than one (1) year shall be entitled to three (3) sick days off with pay.

Any employees added to the clerical unit after August 1, 1987 will receive the Holiday benefits provided under the Central Conference Agreement.

If part-timers are working temporary full-time and a Holiday falls within that work week they will be paid eight (8) hours for said Holiday.

Should an employee leave the clerical unit for another job, the employee will not carry the sick days or sick day usage to the new job.

Section 3 Vacations

Clerical Employees Addendum

Employee hired prior to August 1, 1987

After completion of one year of employment, one (1) week of vacation.

After completion of two years of employment, two (2) weeks of vacation.

After completion of eight years of employment, three (3) weeks of vacation.

After completion of fifteen years of employment, four (4) weeks of vacation.

After completion of twenty years of employment, five (5) weeks of vacation.

After completion of twenty-five years of employment, six (6) weeks of vacation.

Part-time Clerical employees shall earn and receive vacation and be compensated on the basis of 625 hours qualification. Vacation allowance when qualified is 22.5 hours pay per week.

When it becomes necessary to fill openings, such as vacations, workers compensation, disability or other known absences of one (1) or more the following will apply:

- 1. Vacations period: May 1, through August 31, Full-time employees will be offered in seniority order the opportunity to fill these positions for the duration of the vacation period. If no full-timer selects these positions it will then be offered to the part-timers in seniority order for the duration of the leave.

Remainder of the year positions that become available will be offered by seniority the same as above.

Any employees added to the clerical unit after August 1, 1987 will receive the vacation benefits provided under the Central Conference Agreement.

Should an employee leave the clerical unit for another job, they will not carry these vacation benefits with them.

The vacation period shall be from January 1 st through December 31 st excluding the period from the first Monday after Thanksgiving Day to December 24th.

Section 4 - Seniority

A. Seniority rights for employees shall prevail and will be broken only by discharge, voluntary resignation, or more than a three (3) year lay-off or if the employee fails to report to work for three (3) consecutive working days and does not properly notify the company at the beginning of his/her starting time on the third (3rd) day. In the event of a lay-off the employee so laid off shall be given two (2) weeks notice of recall mailed to their last know address. The employees shall give notice of their intentions within one (1) week of this notice. In the event the employee fails to make themselves available for work at the end of said two (2) weeks, they shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place in their office or work area.

Employees hired from October 1st through December 31st shall not be entitled to seniority. Any employee recalled after January 2nd shall be considered a newly-hired employee, except D.I.

The seasonal period for delivery information shall be from the first (1st) Monday in December until the third (3rd) Monday in February.

B. When it becomes necessary to reduce the working force in a center or department, the employee in that group with the least amount of company seniority shall be laid off first. On the following Monday, the employee can replace the most junior person in their group, if qualified. If a full-time employee does not have enough company seniority to work in their present group, that employee can displace the most junior employee in the next lowest group and receive the rate of the lower group, if qualified.

Full-time seniority employees in the order of their seniority may elect to take the work of the most junior part-time employee, if qualified, for the duration of the lay-off. In such cases the full-time employee shall be guaranteed a minimum of three and one-half (3 1/2) hours work at the part-time rate in addition to all fringe benefits, for which the employee qualifies.

C. In case of proven sickness, employees shall be continued on the seniority list and upon return will require a medical release. If an employee desires to work for other than the employer during proven sickness, it must be by mutual agreement and in writing.

D. Employees by company seniority may bid for any permanent job opening. These employees shall be given a fair trial for a period not to exceed thirty (30) working days, at the rate of the job. If at the end of the trial period, it is determined by the Employer that the employee is not qualified, the employee shall return to the old position at the same rate of pay which

was formerly paid for the old position. Once an employee has exercised their bid, they cannot bid again for six months.

The filling of openings by bidding shall be limited to three (3) changes, the original opening and two (2) others.

E. A part-time employee shall not be allowed to overbid a full-time employee for any full-time job that may become open.

F. The employer shall be permitted to use up to forty percent (40%) of the total number of employees on the payroll as part-timers. Full-time jobs prior to August 1, 1990 will remain in effect as long as the work remains.

G. If any part-time employee subsequently becomes a regular full-time employee, he/she shall be considered a newly hired full-time employee. Company seniority will be used for vacations and Holidays.

H. Employees hired to fill vacancies shall pay initiation fees and dues according to the regular schedule.

I. Whenever an employee is required to work his/her scheduled day off, Sundays, or Holidays, the person normally doing such work in that group shall be the person assigned to such sixth day, Sunday, or Holiday work.

In all cases where more than one (1) person is employed in said group doing the work required, the person with the greatest seniority shall be the person offered such sixth day, Sunday, or Holiday work.

J. All daily overtime hours worked in a specific group are to be absorbed by the employee normally performing such duties. If more than one (1) employee is assigned to such work, overtime shall be allocated on the basis of seniority.

#### NEGOTIATING COMMITTEE

##### TEAMSTERS #135

Brian R. Buhle — Secretary/Treasurer  
IBT Central Region Vice-President

Jeff Combs - Business Agent #135  
Mike Hubrecht - Business Agent #135  
Neil Mathews - Business Agent #135  
Nelson Samples - Business Agent #135  
Keith Etter - Chief Steward 81" Part-time  
Tom Henneberry — Chief Steward Feeders  
Kelli Holloway - Chief Steward Clerks/PC  
Kevin Parham - Chief Steward 81" Plainfield  
Larry Renn - Chief Steward 86" Castleton  
Jim Sering - Chief Steward 16" Combos

##### UPS

Dean Fragale — Labor Manager

Frank Williams - UPS  
Mitch Singleton - UPS  
Steve Howard - UPS  
Kevin Funk - UPS  
Brad Hutchison - UPS