



SUMMARY OF THE Teamsters Metro Philadelphia Area Tentative Agreement

- Package car drivers will be able to take ½ hour meal period if they choose.
- Repeat harassment grievances filed against the same UPS management person under Article 37; on a third occurrence will be reviewed by UPS and union cochairs as soon as possible. Extra step in grievance process to stop the harassment.
- Union and UPS will have ten (10) days to file for an arbitration with AAA instead of five (5) days. AAA will be used instead of FMCS for arbitrations.
- In package centers that bid trips: if a driver feels that he was excessively forced from his bid trip has the right to file a grievance.
- Any full-time employee who currently has or had delivery driving in a portion of a full-time job that they help or hold can sign on for feeder training.
- Q-List feeder drivers sent back to package car centers who are recalled to tractor trailer will be done by overall full-time seniority.
- Personal holidays will be allowed from December 26 through October 31.
- Double-time pay for part-time employees, not covered by Article 40, if they work on a holiday plus holiday pay.
- Employees who get four (4) weeks' vacation can break two (2) weeks into one-day increments.
- Any seniority part-time employee who works on a seventh report in a work week gets paid 1 ½ x in November and December and through the second full week of January.
- Once a part-time employee attains seniority, they may sign bids for full-time openings and sign permanent vacancies and new permanent jobs.
- UPS will pay additional monies needed in Metro Philadelphia Pension required by PPA rehabilitation plan. This is an additional \$1.05 besides the money allocated under Article 34. Upon ratification of the Metro Philadelphia Supplement will still not have general wage increase reduced to pay pension.

TEAMSTERS METRO PHILADELPHIA AREA TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

ARTICLE 46 ACQUISITION OF SENIORITY

SECTION 1

A new employee shall work under the provisions of this Agreement but shall be employed only on a trial basis, during which period he/she may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Seniority shall be attained after working thirty (30) days in a ninety (90) consecutive day period, regardless if the thirty (30) days worked was in a combination of Centers within the same building. The Company has the right to place this employee on the most available Center seniority list. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the seniority list and his/her seniority date shall be the first (1st) day worked of thirty (30) days worked. Time worked from November 1 through ~~December 31~~ **the second (2nd) full week in January** of each year shall not accrue toward seniority. Any employee who is retained after ~~December 31~~ **the second (2nd) full week in January** or recalled within sixty (60) days after ~~December 31~~ **the second (2nd) full week in January** must work thirty (30) days in a ninety (90) consecutive day period commencing with the first (1st) day worked after ~~December 31~~ **the second (2nd) full week in January**. However, these employees hired prior to November 1 and retained after ~~December 31~~ **the second (2nd) full week in January**, will retain credit for the number of days worked prior to November 1. These days retained will count toward the thirty (30) days worked in ninety (90) consecutive day period commencing with the first day worked after ~~December 31~~ **the second (2nd) full week in January**.

If employees are hired through an employment agency, the Employer shall pay the employment agency fee.

ARTICLE 49 GRIEVANCE PROCEDURE

SECTION 2 – GRIEVANCES

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

Grievance procedures may be invoked only by authorized Union representatives.

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

The employee shall report it to his/her shop steward and the Employer in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours.

Management will sign and date each grievance that is presented to them from a shop steward, provided this does not interrupt the operations, regardless of the merits of said grievance. The purpose of the signature is only to verify that the grievance was actually received.

Failing to agree, the shop steward shall promptly report the matter to the Union who shall attempt to adjust the same with the Employer within five (5) days.

~~If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed to:~~

- ~~(1) The Metro Philadelphia Area Parcel Grievance Committee if it is a grievance relating to this Supplemental Agreement or a matter not relating to the interpretation or application of the Master Agreement or appeal from discharge or suspension.~~

If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed, to the Metro Philadelphia Area Parcel Grievance Committee. This committee will hear all grievances relating to this Supplemental Agreement as well as grievances relating to the National Master Agreement. Discharge and suspension matters and matters relating to interpretation of this supplemental agreement, if deadlocked shall follow Section 4 below. Deadlocked cases involving the interpretation or applicability of the National Master Agreement shall be resolved in accordance with Article 8 of the National Master Agreement.

SECTION 3 – METRO PHILADELPHIA AREA PARCEL GRIEVANCE COMMITTEE

- (e) It is understood and agreed that the UPS representatives the Local Union representatives of the MPAPGC representing UPS operation and/or Local Union involved in a proceeding before the panel will be ineligible to act as a member of the panel during the proceeding.

If a third (3rd) occurrence of an Article 37 harassment grievance is filed by an employee against the same management person, the matter will be reviewed by the Co-Chairmen or their appointed designees as soon as possible, but no later than the next scheduled MPAPGC. This provision applies to any Article 37 harassment grievance filed on a management employee who has been before the MPAPGC.

SECTION 4 – ARBITRATION MPAPGC

If any grievance or dispute cannot be satisfactorily settled by majority decision of the panel of the MPAPGC, then the grievance may be submitted to arbitration established in accordance with the MPAPGC Rules of Procedure, by either or both parties within ~~five (5)~~ **ten (10)** days. Company and Union must select an arbitrator within thirty (30) days of notification of the Panel's decision. It is agreed that the Arbitrator is empowered to hear and decide the deadlocked case even if only one of the parties submits to arbitration or if one of the parties fails to appear at the hearing or to present evidence. The Arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The cost of the Arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding on the parties and the employees involved. In the event that the losing party fails to abide by the Arbitrator's decision or that either party refuses to submit to his/her jurisdiction, the other party shall have the right to take all legal or economic recourse. The MPAPGC or the Arbitrator shall have the authority to order full, partial or no compensation for time lost.

SECTION 5 – SELECTION OF ARBITRATOR

The selection of the Arbitrator as mentioned in this Article, Section 4, shall be in accordance with the rules of the Federal Mediation and Conciliation Service **American Arbitration Association**. Any decision reached at any step of the grievance procedure shall be final and binding upon the parties.

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty- four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

A properly designated officer of the Eastern Region of Teamsters shall, within twenty four (24) hours after request is made, declare and advise the party making such request, by telegram, whether the Region has authorized any strike or stoppage of work. The Eastern Region of Teamsters shall take immediate steps to terminate any strike or stoppage of work, which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the Eastern Region of Teamsters to authorize a strike by the Local Union members shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

ARTICLE 50 SENIORITY

SECTION 2 – PACKAGE DRIVERS

- (a) In January of each year, the Employer shall post a list of starting times for all regular full time jobs in the respective centers. Package drivers shall be entitled to bid starting times in their center in seniority order.

(1) Any package car driver who feels they have been excessively forced from his/her bid shall have the right to file a grievance. If the matter persists, then it shall be referred to the District Labor Manager and the Principal Officer of the affected Local Union.

SECTION 12 – TRACTOR TRAILER TRAINING

- (a) Full time ~~package drivers~~ **employees, who currently have or have had delivery driving as all or a portion of their full-time job,** who are interested in qualifying

tractor-trailer drivers shall so notify the Employer. Such employees, in seniority order, will be permitted to attend, on their own time, the Employer's training program which will be established periodically when the Employer determines there is need to qualify additional tractor trailer drivers. A good UPS safe driving record is a prerequisite for such training. The Employer agrees to furnish the instructors and necessary equipment.

New tractor-trailer openings will be filled from the list of qualified employees in seniority order. In the event no employee on the list of qualified employees elects to fill an opening, the least seniority employee on the current qualified Tractor-Trailer Driver List will be required to fill the opening. If an employee fails to qualify, he/she shall revert back to his/her prior status for one (1) year. If an employee disqualifies him/herself, he/she shall revert back to his/her prior status for two (2) years.

For the purposes of vacation selection, drivers on the Qualified List as of January 1st of each year shall end tail to the appropriate vacation selection list, Feeder or TDP.

- (b) After being in the tractor-trailer classification for two (2) years, an employee may bid back to the package driver classification when a vacancy or new job occurs. **Feeder drivers or Q-list drivers who are sent back to package centers are to be recalled to tractor trailer driving by overall full-time seniority, not by center seniority.**

**ARTICLE 52
MEAL PERIOD**

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his/her one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers, by mutual agreement in writing with the Company, may take a meal period of less than one (1) hour, but not less than one half (1/2) hour. That agreement may be withdrawn by either party after seven (7) business day's notice.

**ARTICLE 54
WAGES AND HOURS**

WAGE SCHEDULE

Local Union Nos. 326, 331 & 384

Classification	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17
Tractor Trailer Driver	\$33.06	\$33.76	\$34.46	\$34.86	\$35.26	\$35.76
Package Driver			\$33.06	\$33.76	\$34.46	\$34.86
Sorters & Pre-Loaders			\$32.84	\$33.54	\$34.24	\$34.64
Center Clerks			\$31.15	\$31.85	\$32.55	\$32.95

Classification	8/1/18	8/1/19	8/1/20	8/1/21	8/1/22
Tractor Trailer Driver	\$36.96	\$37.71	\$38.51	\$39.41	\$40.41
Package Driver	\$36.96	\$37.71	\$38.51	\$39.41	\$40.41
Sorters & Pre-loaders	\$36.74	\$37.49	\$38.29	\$39.19	\$40.19
Center Clerks	\$35.05	\$35.70	\$36.60	\$37.50	\$38.50

(a) Part-time Employees

All part-time employees who have attained seniority as of August 1, 2013~~8~~ will receive the following general wage increases for each contract year. ~~In the first three (3) years of the contract, the increase will be effective on August 1. In 2016 and 2017 the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second-half of the increase shall become effective on February 1 of the following calendar year.~~ The total wage increase for each year will be as follows:

2013	seventy cents per hour (\$0.70)
2014	seventy cents per hour (\$0.70)
2015	seventy cents per hour (\$0.70)
2016	eighty cents per hour (\$0.80)
2017	one dollar per hour (\$1.00)

<u>2018</u>	<u>seventy cents per hour (\$0.70)</u>
<u>2019</u>	<u>seventy-five cents per hour (\$0.75)</u>
<u>2020</u>	<u>eighty cents per hour (\$0.80)</u>
<u>2021</u>	<u>ninety cents per hour (\$0.90)</u>
<u>2022</u>	<u>one dollar per hour (\$1.00)</u>

Part-time employees still in progression on August 1, 2013 **2018** shall receive the above contractual increases and, will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b). The progression set forth in (b) below shall be applied effective August 1, 2013~~8~~.

(b) Newly hired part-time employees

All part-time employees who are hired or reach seniority after August 1, 2013 **2018** will be paid according to the following wage schedules:

	Hourly Rate	
	Pre-loader-/Sorter	All Others
Start	\$11.00	\$10.00
Seniority plus one (1) year	\$11.50	\$10.50
Seniority plus two (2) years	\$12.00	\$11.00
Seniority plus three (3) years	\$13.00	\$12.00
Seniority plus four (4) years	\$13.50	\$12.50

<u>August 1, 2018</u>	<u>\$13.00</u>
<u>August 1, 2019</u>	<u>\$14.00</u>
<u>August 1, 2020</u>	<u>\$14.50</u>
<u>August 1, 2021</u>	<u>\$15.00</u>
<u>August 1, 2022</u>	<u>\$15.50</u>

SECTION 2

(b) The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Article 41 Section 3) after August 1, 2013~~8~~ shall be as follows:

Start	\$18.75	<u>\$21.00</u>
Seniority	\$18.75	
Twelve (12) months	\$19.50	<u>\$23.00</u>
Twenty-four (24) months	\$21.00	<u>\$24.00</u>
Thirty-six (36) months	\$25.00	<u>\$28.75</u>
Forty-eight (48) months	Top Rate	

Part-time employees on the payroll as of July 31, 2013~~8~~ who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for the purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately. a. All Supplements, Riders or Addenda will contain the following wage progression schedule to cover all full-time employees, except apprentices, who are in the progression as of August 1, 2008. This two (2) year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2008 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Section 3 below.

This Sub-section shall supersede any provision to the contrary in any Supplement, Rider or Addendum.

ARTICLE 55 HOLIDAYS

SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	December 31st

A new part-time seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1st of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer

and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours. The Company will make available for selection a minimum of one (1) personal holiday per day in each center. Personal holidays will be allowed ~~between the third (3rd) full week of January~~ **December 26th** through October thirty-first (31st).

1. A new seniority employee will be eligible for the personal holidays after they have been on the payroll six (6) months.
2. These seven (7) personal holidays will be paid as follows:

~~(d) When operating schedules require that part-time employees work on a holiday, they shall be given the next day off as the holiday. If required to work that next day, they shall be given the premium pay for holiday work. If not required to work that next day, they shall be given holiday pay. However, the work done on the holiday itself shall be paid for at regular rates.~~

Any part-time employee, not covered by Article 40 of the National Master Agreement, who works a holiday shall be paid double their straight-time hourly rate for all hours up to eight (8) and then triple time for any hours above eight (8) in their workday.

ARTICLE 56 VACATIONS

SECTION 3

(e) Employees entitled to three (3) ~~or more~~ weeks of vacation may choose to select one (1) week of their vacation in one (1) day increments. **Employees with four (4) or more weeks' vacation may choose to select two (2) weeks of their vacation time in one (1) day increments. Those employees** and will be compensated at nine (9) hours for full-time employees and four (4) hours for part-time employees. The employee must declare this option at the time of vacation selection. The vacation day shall be selected in seniority order after the regular personal holiday request. The vacation days shall be days mutually agreed to by the employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) weeks' notice of desire to take such vacation day. Company will respond within forty-eight (48) hours. Vacation days will be allowed between the third (3rd) full week of January through October thirty-first (31st).

ARTICLE 60 PART TIME EMPLOYEES PENSION

UPS Part Time Pension Plan

~~The Employer shall provide pension benefit coverage to part-time employees under the terms and conditions as may be contained in the United Parcel Service Pension Plan as required by law.~~

The Company and the Union agree that they will undertake to attempt to establish appropriate reciprocity agreements to protect the pension rights of employees.

Effective August 1, 1987, the Company and the Union agree that employees represented by the International Brotherhood of Teamsters and covered by the UPS Pension Plan will receive the following benefits:

1. Participation—Seven hundred fifty (750) hours of service equals one (1) calendar year.

2. Vesting year—Seven hundred fifty (750) hours of service in one (1) calendar year equals a vesting year.

Current employees who are or were participants in the Plan will be given past vesting credit for all previous years they have worked seven hundred fifty (750) hours.

Five (5) year vesting became effective January 1, 1989.

3. Service Credit—The hours needed to obtain a service credit year are fifteen hundred (1,500) hours per year. The service credit year is used to calculate retirement benefits. (This amounts to one (1) month of service credit for each one hundred twenty-five (125) hours worked).

4. Monthly Benefit—The maximum monthly benefit has been increased from one thousand dollars (\$1,000) per month to eleven hundred dollars (\$1,100) per month. Improved benefits will become effective as of August 1, 1999 as outlined in Article 34 of the National Master Agreement.

(1) The UPS Pension Plan will be improved to provide monthly benefits for part-time employees not covered by Teamster Pension Plans as follows: The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55.00) for each year of past and future Credited Service to a maximum of thirty-five (35) years of Credited Service. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60.00) for each of future Credited Service to a maximum of 35 years of Credit Service. If a participant is in Covered Employment on August 1, 2008, he shall receive the sixty dollars (\$60.00) benefit formula for the entire 2008 plan year.

The total monthly service pension benefit will be equal to the following provided the employee meets the Credited Service requirement.

~~\$2100~~ \$2275 for retirement at any age after 35 years of part time Credited Service.

~~\$1800~~ \$1950 for retirement at any age after 30 years of part time Credited Service

~~\$1500~~ \$1625 for retirement at age 60 with 25 years of part time Credited Service

~~\$1250~~ \$1325 for retirement at any age with 25 years of part time Credited Service

(based on \$53.00 per year of Credited Service)

(2) Part-time employees will receive one (1) year of Credited Service for seven hundred fifty (750) or more paid hours. (Six (6) months of part-time Credited Service will be granted for three hundred seventy-five (375) to five hundred (500) hours worked in a calendar year, and nine (9) months of part-time Credited Service will be granted for five hundred one (501) to seven hundred forty-nine (749) hours worked in a calendar year.) This paragraph will also be applied to determine Credited Service for all full-time employees on the payroll on August 1, 2002 who were formerly participants in the UPS Pension Plan.

(3) The Employer will be responsible for funding the UPS Pension Plan as required to provide the benefits described above and will be responsible for maintaining the plan.

(4) The UPS Pension Plan will be governed by the terms of the Plan document.

(5) Effective August 1, 2002, the Employer will grant additional years of Credited Service in accordance with the terms of the Plan to all full-time and part-time employees on the payroll on August 1, 2002, who worked for UPS after they were twenty-one (21) but were denied Credited Service solely because the UPS Pension Plan required that an employee be age twenty-five (25) or older to participate in the UPS Pension Plan.

(6) For those multi-employer pension plans with which the UPS Pension Plan does not have reciprocity, the UPS Pension Plan will execute a mutually agreeable reciprocity agreement with those plans.

(7) The Company will amend the UPS Pension Plan to allow an employee with an hour of service in covered employment on or after August 1, 2013 to become a participant on the January 1 or July 1 (whichever is earlier), after reaching age 21 and completing a 12 month period of employment beginning on their hire date, or any subsequent calendar year, in which they earned at least 375 hours of service. In addition, in order to receive any retroactive benefit service as a result of the change, the employee's primary job as of August 1, 2013 must be a part-time position. The Pension Plan will also be amended to reduce the number of hours of service required to earn a vesting year from 750 to 375. This paragraph does not change how benefit service is accrued.

ARTICLE 67 PART TIME EMPLOYEES

1. Part-time employees are defined as employees who, when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3 1/2) hours. Should

any part-time employee work beyond the fifth (5th) hour on their regular shift, he/she shall be compensated at the rate of one and one-half (1 1/2) his/her normal rate for all hours worked in excess of five (5) hours. Any employee working double shifts shall be guaranteed eight- (8) hours straight time pay.

Seniority Employees who work on a seventh (7th) report in any workweek shall be paid time and one-half (1 1/2) his/her straight time hourly rate for all work performed on that day. The work weeks for the purposes of this language will be from November 1st through the second full week in January. Where a holiday falls in the above mentioned work weeks, that holiday will count as a report.

2. Part-time employees transferring to full-time jobs: After the completion of the job selection procedure outlined in the respective Supplements, the resulting opening will be filled as follows:

The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) days. Part-time employees ~~with one or more year's~~ **who have attained** seniority, may bid on a full-time opening in their building in all months, except October, November and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee within thirty (30) working days. All new jobs and or start times will be posted in a conspicuous place on a separate bulletin board specifically titled as such in each center and the list containing the specific qualifications will be supplied to the employee and the local union upon request.

9. Qualified part-time employees ~~with one year or more~~ **who have attained** seniority may select permanent vacancies and permanent new jobs as provided for in this supplement, in all months except November and December. A permanent new job for the purpose of this Article shall be one that has been in existence for a period of thirty (30) working days. This job will be filled within 30 working days.

Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any employee to perform the work on a temporary basis. The job selection procedure shall be limited to three (3) moves -the original opening and two (2) others. The company will fill the fourth opening.

ARTICLE 70 COMPLETE AGREEMENT

The parties hereto expressly agree that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any of the provisions of this Agreement, except as elsewhere provided in this Agreement.

The parties agree that this contract is the sole and complete Agreement between them and that any other previous

understandings or agreements, oral or written, inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this - day 20138.

NEGOTIATING COMMITTEE

For the Employees:

TEAMSTERS NATIONAL UNITED PARCEL SERVICE
NEGOTIATING COMMITTEE

James Hoffa, Chairman
Ken Hall, Co-Chairman

TEAMSTERS METRO PHILADELPHIA AREA
NEGOTIATING COMMITTEE

Howard Wells, Chairman

Mike Bonaduce _____ **Joe Smith**

Marcus King

Roy Kaiser

Steve Gallagher

Matt Condron

Paul Thornburg

Zach Bryant

Abimael Ortiz

Shawn Carrigal

UNITED PARCEL SERVICE AREA
NEGOTIATING COMMITTEE

Robert Cowie, Chairman

Dennie Gandee

Matt Hoffman

John Slattery

Maureen Pfender

Fred Carr

Amanda Criswell

Joseph Impagliazzo

IN WITNESS HEREOF, the undersigned do duly execute the United Parcel Service I.B.T. Metro Philadelphia Area Supplemental Agreement which is to become a part of the National Master United Parcel Service Agreement.

FOR THE UNION

By Howard Wells (Signed) Its
(Title)

FOR THE COMPANY

By ~~John Vinkler~~ **Robert Cowie** (Signed) Its
(Title)

March 25, 1982

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, **2023**. Upon acceptance and execution of the proposed Collective

Bargaining Agreement, the following conditions shall be in full force and effective during the life of that Agreement.

- 1) Article 54 -Wages and Hours, Section 1 (a) refers to package drivers only.
- 2) ~~Effective May 1, 1982, those part time operations that are currently working on a Monday through Friday schedule will remain on that schedule for the duration of this Agreement. This language refers to the preload shift only.~~
- 3) 2) Feeder Drivers who are presently in the Feeder Classification as of August 1, 2002 will not be forced to bid on a Tuesday through Saturday schedule.
- 4) 3) Feeder drivers who are presently in the Feeder Classification, including current tractor trailer qualified drivers, as of the date of ratification, will not be forced to bid on four (4) ten (10) hour day schedules.

Those Feeder drivers who are on the 4-10 schedule will be paid named holidays, personal holidays, and sick days at the rate of ten (10) hours' straight-time pay per day.

Those Feeder drivers who are on the 4-10 schedule shall have contributions made to the Pension Fund (Article 59) for a maximum often (10) hours per day or forty (40) hours per week.

- 5) 4) It is agreed that during the January annual bid the current practice regarding area preference in local unions 384 and 676 will remain in place.

It is also agreed that in local unions 326 and 331 beginning in January of each year the company will post for bid all routes and starting times. This language will supersede all other language pertaining to an annual bid in package. These bids will be awarded within thirty- (30) working days.

- 6) 5) The present casual agreements with each Local Union will remain for the duration of this Agreement.
- 7) 6) Casual feeder drivers who meet Company's qualifications will be paid ~~\$14.04~~ in accordance with Article 41 Section 3 of the UPS IBT National Master Agreement per hour.
- 8) 7) For any building having multiple feeder centers, in the event a driver is laid off, the least senior driver in the tractor-trailer classification shall be laid off first.

Snowstorm Closing Guarantee

If the company closes down operations as a result of a snowstorm, the company will notify, by telephone, where possible, all full time seniority employees one hour in advance to their regular scheduled start time. If there is no answer, or if the company is not able to contact the employee then that individual will not have a guarantee as provided herein, if the company can demonstrate that such an effort has been made. (Such as having telephoned people above and/or below that individual on the seniority list.)

Those full time seniority employees who report to work without having been informed one hour prior to start time (or where a "good faith" attempt to contact them cannot be demonstrated), will be guaranteed eight (8) hours' work or pay equal to eight hours' work for that day.

**ARTICLE 52
MEAL PERIOD**

Section 3 pertains to Local 676 and any new buildings that may open in Locals 384, 326 or 331 after May 1, 1982.

FOR THE UNION: FOR THE COMPANY:
Howard Wells ~~John Vinkler~~ **Robert Cowie**

**I.B.T. LOCAL 676 ADDENDUM TO
METRO PHILADELPHIA SUPPLEMENT**

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 201823. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effective during the life of the Agreement.

**ARTICLE 50
SENIORITY**

Each year upon request of the local union a second (2nd) bid shall be posted in October for the feeder center.

**ARTICLE 54
WAGE SCHEDULE LOCAL 676**

Classification	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	
Tractor-Trailer Driver	\$33.06	\$33.76	\$34.46	\$34.86	\$35.26	\$35.76	\$36.26
Package Driver			\$33.06	\$33.76	\$34.46	\$34.86	\$35.26 \$35.76 \$36.26
Sorters & Pre-Loaders			\$32.84	\$33.54	\$34.24	\$34.64	\$35.04 \$35.54 \$36.04
Center Clerks			\$31.15	\$31.85	\$32.55	\$32.95	\$33.35 \$33.85 \$4.35

Classification	8/1/18	8/1/19	8/1/20	8/1/21	8/1/22
Tractor Trailer Driver	\$36.96	\$37.71	\$38.51	\$39.41	\$40.41
Package Driver	\$36.96	\$37.71	\$38.51	\$39.41	\$40.41
Sorters&Pre-loaders	\$36.74	\$37.49	\$38.29	\$39.19	\$40.19
Center Clerks	\$35.05	\$35.70	\$36.60	\$37.50	\$38.50

- (a) Part-time Employees
All part-time employees who have attained seniority as of August 1, 20138 will receive the following general wage increases for each contract year. ~~In the first three (3) years of the contract, the increase will be effective on August 1. In 2016 and 2017 the increase shall be paid in two (2) equal installments. The first half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:~~

- ~~-2013—seventy cents per hour (\$0.70)~~
- ~~-2014—seventy cents per hour (\$0.70)~~
- ~~-2015—seventy cents per hour (\$0.70)~~

~~2016~~ eighty cents per hour (\$0.80)

~~2017~~ one dollar per hour (\$1.00)

2018 seventy cents per hour (\$0.70)

2019 seventy-five cents per hour (\$0.75)

2020 eighty cents per hour (\$0.80)

2021 ninety cents per hour (\$0.90)

2022 one dollar per hour (\$1.00)

Part-time employees still in progression on August 1, 2013 **2018** shall receive the above contractual increases and, will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b). The progression set forth in (b) below shall be applied effective August 1, 20138.

b) Newly hired part-time employees

All part-time employees who are hired or reach seniority after August 1, 2013 **2018** will be paid according to the following wage schedules:

	Hourly Rate	
	Pre-loader/Sorter	All Others
Start	\$11.00	\$10.00
Seniority plus one (1) year	\$11.50	\$10.50
Seniority plus two (2) years	\$12.00	\$11.00
Seniority plus three (3) years	\$13.00	\$12.00
Seniority plus four (4) years	\$13.50	\$12.50
<u>August 1, 2018</u>	<u>\$13.00</u>	
<u>August 1, 2019</u>	<u>\$14.00</u>	
<u>August 1, 2020</u>	<u>\$14.50</u>	
<u>August 1, 2021</u>	<u>\$15.00</u>	
<u>August 1, 2022</u>	<u>\$15.50</u>	

SECTION 2

(b) The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Article 41 Section 3) after August 1, 20138 shall be as follows:

Start	\$18.75	<u>\$21.00</u>
Seniority	\$18.75	
Twelve (12) months	\$19.50	<u>\$23.00</u>
Twenty-four (24) months	\$21.00	<u>\$24.00</u>
Thirty-six (36) months	\$25.00	<u>\$28.75</u>
Forty-eight (48) months	Top Rate	

Part-time employees on the payroll as of July 31, 20138 who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for the purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

This Sub-section shall supersede any provision to the contrary in any Supplement, Rider or Addendum.

**ARTICLE 55
HOLIDAYS – (LOCAL 676 ONLY)**

SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	December 31st

A new part-time seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1st of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours. The Company will make available for selection a minimum of one (1) personal holiday per day in each center. Personal holidays will be allowed between the third (3rd) full week of January **December 26th** through October thirty-first (31st).

FOR THE COMPANY:	FOR THE UNION:
John Vinkler <u>Robert Cowie</u>	Howard Wells

LETTER OF AGREEMENT

United Parcel Service Inc. ("UPS or "Company") and the Metro Philadelphia Negotiating Committee ("Union) agree to the following in connection with the negotiation of the 2018-2023 Metro Philadelphia Supplement.

1. The parties agree that notwithstanding the increases in contribution provided in Article 34, Section 1 of the 2018-2023 National Master Agreement (NMA), the Company agrees that the increases to the Pension Fund of Philadelphia and Vicinity ("Fund") will be as follows:

	8-1-18	8-1-19	8-1-20	8-1-21	8-1-22
<u>F-T Pension:</u>	<u>0.65</u>	<u>0.67</u>	<u>0.71</u>	<u>0.74</u>	<u>0.78</u>

2. The hourly increases in contributions provided in Paragraph 1 above shall be applied in accordance with the existing Supplement and Plan documents.

3. The increases in the available contributions over the Article 34 negotiated rates shall only become effective if the Metro Philadelphia Supplement is ratified on the first vote. If the Supplement is not ratified this Letter of Agreement shall be null and void.

Howard Wells	Robert Cowie
Union	UPS