

# UNITED PARCEL SERVICE

## The Central Region of Teamsters

### Supplemental Agreement

For the Period Beginning August 1, 2013 through July 31, 2018

*covering:*

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

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

The following Articles and/or Sections of this Central Region of Teamsters Supplement shall supersede or be additions to the corresponding Articles and/or Sections of the National Master United Parcel Service Agreement.

#### ARTICLE 1-PROBATIONARY EMPLOYEES-SEASONAL EMPLOYEES

##### Section 1

(b) Seasonal Employees: Time worked from November 1st through **the Friday of the second full week of January of the following year** ~~December 31st of each year~~ shall not accrue toward seniority. **This period may be extended upon approval from the Local Union.** Any employee who is retained after ~~December 31st,~~ **the Friday of the second full week of January,** or recalled within sixty (60) days after **the Friday of the second full week of January,** ~~December 31st,~~ must work thirty (30) in a ninety (90) consecutive day period commencing with the first (1st) day worked after **the Friday of the second full week of January,** ~~December 31st,~~ and his/her seniority shall revert back to the first (1st) day of his/her ninety (90) day qualification period. However, those employees hired prior to November 1st who are retained or recalled within sixty (60) days after **the Friday of the second full week in January** ~~December 31st~~ will retain credit for the number of days worked prior to November 1st.

These days retained will count toward the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first (1st) day worked after **the Friday of the second full week in January** ~~December 31st~~ and they shall be rehired on a six-for-one basis, as outlined elsewhere in this

Agreement, and shall be placed on the seniority list with credit back to the first (1st) day worked after **the Friday of the second full week of January,** ~~December 31st.~~ An employee filling a permanent new job or job vacancy shall gain seniority under the thirty (30) working days in ninety (90) calendar days seniority provision. **This provision will not affect the Company's obligation to bid permanent full-time job vacancies pursuant to Article 3, Section 8 of the Central Region Supplement or any applicable language in any Local Rider or Addendum.** Seasonal and probationary employees will not receive any of the benefits of this Agreement other than wages spelled out in this Agreement. **Any employee put to work during the seasonal period shall be paid the appropriate seasonal rate of pay.**

#### ARTICLE 3-SENIORITY

##### Section 3

(e) **Unless otherwise prohibited by State or Federal law, an employee's seniority shall be broken when he/she has reached maximum medical improvement from an on or off the job injury or illness if at that time they still cannot perform the essential functions of their job. The Employer must give written notice to the employee and the Local Union if subsection (e) is applied. This provision shall not affect an employee's rights under Article 14.3 of the National Master UPS Agreement.**

##### Section 19 – Single Day Vacation Coverage Drivers

(A) Seniority part-time employees may work as coverage drivers as replacements for full-time employees to cover full-

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.

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.

#### Section 4 Part-Time Medical Coverage

(a) If there are any part-time employees covered by a Teamster Health and Welfare Fund they will continue to be covered by those funds.

~~(b) Effective January 1, 2008 health and welfare coverage for all part time employees covered by Employer sponsored health and welfare plans on the payroll at that date and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, namely, the UPS National Health Plan for Part Time Employees. (A copy of the Summary Plan Description will be provided.) Features of the plan will include a prescription card.~~

~~(b) Effective January 1, 2008<sup>13</sup> health and welfare coverage for all part-time employees on the payroll at that time and those hired thereafter who would have had health and welfare coverage provided by an Employer signatory to this Agreement will instead be provided coverage through the CSH&W Fund regardless of the employee's work location. Weekly payments for the covered employees shall be in accordance with the rules set forth in the applicable Supplement, Rider or Addendum. If there are none then the rules set forth in the Central States Supplement shall apply. UPS will be responsible for making the weekly payments to the CSH&W Plan to provide the medical coverage. will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, namely, the UPS National Health Plan for Part Time Employees. (A copy of the Summary Plan Description will be provided.) Features of the plan will include a prescription card.~~

~~(c) Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual health coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and (ii) spousal or dependant coverage will also be made available to these part-time employees eighteen (18) twelve (12) months after their initial date of employment.~~

(d) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.

#### Section 6

~~All retirees who are covered by the UPS Health and Welfare Plan including those who are retired under the 1973-1976 Agreement shall receive health and welfare coverage from the Employer equal to the benefits paid retirees covered under the Central States Health and Welfare Plan.~~

**[Retirees who are covered by the UPS Health and Welfare Plan including those who retired under the 1973-1976 Agreement shall receive benefits after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement]**

In the event the Central States Southeast and Southwest Areas Health and Welfare Fund does not maintain the benefit coverage and retiree contribution rate for retiree insurance (including spousal coverage) in effect on the date of ratification of this Agreement, the Union and Employer shall meet to determine and agree if there is a substitute multiemployer plan which will provide comparable coverage. If mutual agreement is reached to provide a substitute plan, the contribution payable by the Employer pursuant to Article 34, Section 1 (a) shall be paid to the new plan.

#### Section 10

~~In all Central States covered areas the UPS Health and Welfare Plan covering full time employees, pursuant to the applicable SPD's in effect as of the date of ratification of this Agreement, shall remain in effect throughout the life of this Agreement for all active employees.~~

### ARTICLE 15-HOLIDAYS

#### Section 1

Effective May 1, 1980, all seniority employees (including part-time employees) shall receive two (2) optional holidays as provided above. (Note: One (1) of the optional holidays is in lieu of the negotiated sick day, effective the same date.) All employees hired after July 31, 1997, shall receive two (2) optional holidays on his/her second (2<sup>nd</sup>) anniversary and each subsequent year. No employee may earn more than two (2) optional holidays in a calendar year. The date of the optional holiday is to be determined by mutual agreement between the employee and the Employer except that there shall be no optional holiday during the period Thanksgiving through December 25th. An employee must make his/her request for the optional holiday a minimum of eight (8) days in advance. The Company will respond within twenty-four (24) hours with approval or disapproval. The Company will not unreasonably deny the request. The Company will allow a minimum of one (1) optional holiday per day in each center. **Optional holidays not taken shall be paid to the employee at the end of their anniversary year for those hired after July 31, 1997 and May 1<sup>st</sup> for those hired prior to July 31, 1997.**

### ARTICLE 16-VACATIONS

The application of the seventeen percent (17%) per center shall be applied as follows: