

**LOCAL UNION 804
and
UNITED PARCEL SERVICE
SUPPLEMENTAL AGREEMENT**

For The Period: Date of Ratification 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~~.

LOCAL 804 SUPPLEMENT

This Supplement to the UPS IBT National Agreement shall apply to all UPS employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Local 804. Except as provided herein, the provisions of the UPS IBT National Agreement shall prevail.

ARTICLE 2- WAGES

(NEW) SECTION 14- 22.4 Employees

Part time employees shall have priority in selecting all Article 22.4 job postings in seniority order.

Start times for Article 22.4 employees shall be posted Thursday of the preceding week. Article 22.4 employees start times on Saturday and Sunday may vary from the rest of the week.

The company will make an attempt to adjust the dispatch for Article 22.4 employees requesting a relief of overtime however Article 22.4 employees are not entitled under Article 3 Section 4 to relief from overtime.

Article 22.4 combination drivers shall constitute a separate classification and be maintained on a separate seniority list assigned by center. However, picks for vacations and Optional Pay Holiday shall be done in accordance with center seniority.

Article 22.4 employees shall not be scheduled to perform full time tractor trailer driving, shifting, portering, cashiering, return clerk, or car washing work. Such work shall only be performed by 22.4 employees on a limited exception basis.

All 22.4 combination drivers shall be guaranteed eight (8) consecutive hours of straight time pay per day, if reporting as scheduled. All 22.4 combination drivers shall work a five (5) consecutive day schedule of Tuesday through Saturday or Wednesday through Sunday.

ARTICLE 3- HOURS OF WORK, OVERTIME, SUPERVISORS WORKING

Section 1- Work Week and Overtime Pay

- (a) The basic workweek for all regular full-time employees should be forty (40) hours per week consisting of eight (8) hours per day, five (5) days per week.

Employees may be required by the Company to work overtime and, in such event, shall be entitled to overtime pay at the rate of time and one-half for work performed on any day in excess of eight (8) hours of actual working time. Any employee who is assigned to full-time work shall be afforded an opportunity to earn not less than eight (8) hours of pay per day.

- (b) The scheduled workweek of all employees engaged in Package and Central operations shall be ~~Monday through Saturday.~~ **any five (5) consecutive days in a seven (7) day period.**
- (c) Day off schedules for all classifications shall be posted by Thursday of the preceding week.
- (d) **Newly created workweeks including a Sunday shall be bid in seniority order.**
- (e) **Off schedule sixth and seventh day work, including Sundays and Holidays, shall be offered in seniority order.**
- (f) **If Sunday scheduling needs cannot be met, and additional employees are needed, the Company may force qualified employees to work in reverse seniority order.**

Section 4- relief from Overtime

- (a) It is the policy of the Company to cooperate and grant the request of an employee who desires to be relieved from overtime for bona fide personal reasons. It is understood that at least ~~one~~ **two** requests will be granted in each center per day, and that the employee granted such relief will not be required to work more than eight (8) hours.

Section 6- Sunday and Holiday Work

- (a) In addition to the eight (8) hours pay at the regular straight-time rate which will be paid to all employees for the holidays specified in Article 9 of the Agreement, those employees who work on such holidays shall, in addition, be paid double the regular straight-time rate, except where the regular schedule of work extends into holiday hours.
- (b) Pay at double the regular straight-time rate shall be paid for ~~off schedule~~ **all work scheduled to start on** Sunday ~~work~~ and for overtime work on Sundays where the regular schedule of work extends into Sunday hours. This will not apply to the overtime rate during the period between Thanksgiving and Christmas when the overtime rate shall be one and one-half times the regular straight-time rate. The Company in good faith will hold to a minimum the overtime hours of employees whose regular schedule of work extends into Sunday or holiday hours.

- (b) No employees shall be scheduled to work ~~on a Sunday or~~ on any of the holidays specified in this Agreement, but this provision shall not apply to employees whose regular schedule of work extends into ~~Sundays or~~ holiday hours.

ARTICLE 5- MEAL PERIODS AND COFFEE TIME

Section 1- Driver and Helper Meal Periods and Coffee Time

(a) A driver and helper will be allowed sixty (60) minutes meal period for each day worked. This time will not be counted as time worked by such driver and helper. Twenty (20) minutes of the employee's meal period may be taken prior to 12:00 p.m. with the understanding that such break shall not be taken prior to 10:30 a.m. if the break will result in the service failures of any Next Day Air packages. The time for lunch must be taken and completed between the hours of 12:00 and 3:00 p.m.

(b) All employees who attain Company seniority prior to August 1, 2008, will be given fifteen (15) minutes of additional pay after the completion of eight and one-half (8 ½) hours of work in lieu of a coffee period when they attain seniority in the package driver and helper classification.

As of January 1, 2021, all employees who attain Company seniority on or after August 1, 2008, will be given fifteen (15) minutes of additional pay after the completion of eight and one-half (8 ½) hours of work in lieu of a coffee period when they attain seniority in the package driver and helper classification.

(c) Tractor trailer drivers shall be scheduled for one hour eating time to be started not sooner than three (3) and not later than five (5) hours after scheduled starting time.

(d) Tractor trailer drivers shall be allowed fifteen (15) minutes of coffee time between 8 1/2 and 9 1/2 hours of work (not including breakfast and lunchtime) which shall not be taken until the driver has completed his/her scheduled stop.

(e) There shall be no work done during any of the above meal periods.

(g) The specific time taken for each meal period shall be marked on the time card immediately at the start of such period. The Company agrees that they will not harass employees during the meal period.

ARTICLE 6- PART TIME EMPLOYEES

(New) Section 13- Package Car Operator Training

Part time employees who are interested in participating in the Company sponsored package car operator training school shall so notify the Company in writing. 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 determined by the Company. Employees will be allowed to use vacation, sick days, optional paid holidays or request no pay to attend the package car operator training school. The Company agrees to furnish the necessary equipment and instructors. Candidates must meet all Company pre-requisites in order to be eligible for the training. The package car operator training program is not intended to replace any additional current or future Package car driver training programs established by the Company. The sole purpose of the program is to provide an opportunity for trainees to familiarize themselves with the operation of a UPS package car in preparation for a UPS package car road test.

ARTICLE 8- RETIREMENT PLAN

Section 1- Contribution and Rate Payments

The Retirement Plan shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid provided such Plan is in compliance with law. As of August 1, 2013 ~~2017~~ the Company shall pay into said Plan \$9.703 ~~\$11.66~~ per hour for all hours worked up to a maximum of 40 hours per week for every full-time seniority employee. The contribution rate per member per month effective August 1, 2018, August 1, 2014 ~~2019~~, August 1, 2015 ~~2020~~, August 1, 2016 ~~2021~~, August 1, 2017 ~~2022~~ and August 1, 2018 ~~2023~~, is to be determined by the Board of Trustees in consultation with the Fund actuaries. Effective December 1, 2018, in addition to the August 1, 2018 allocation from the increase provided in Article 34 Section (a)(1), of the National Master Agreement, the Company shall raise the contribution rate per member per month by an additional seventy five cents (\$0.75) per member per hour. Payment shall be made on or before the 10th day of each calendar month.

ARTICLE 11- VACATIONS

Section 5- Vacation Lists and Picks

A tentative vacation list shall be posted by ~~October~~ September 1 for vacations for the following

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

Section 6— Tentative Vacation List

~~The Company agrees to post a tentative list of available vacation weeks prior to the posting of the actual vacation schedules. In case more employees shall apply for a vacation than the number allotted by the Company to be off during such period, the choice for vacation during such period shall be based on seniority provided such assignment does not interfere with or hamper operations. Any claimed abuses of “interfere with or hamper operations” shall be referred to the Company by the Union.~~

ARTICLE 12- SUSPENSION OR DISCHARGE

Section 1- Immediate Suspension or Discharge

The following shall be causes for immediate suspension or discharge of an employee: drinking, or proven or admitted dishonesty. See Article 18, Section 1 (a). An employee's failure to accurately recall details during an investigatory interview shall not by itself be considered dishonesty.

In cases not involving the theft of money or merchandise an employee will remain on the job until a hearing is held with the business agent. Such hearing will take place within 72 hours.

ARTICLE 13- SENIORITY

Section 2- Package Center Seniority

(a) Center Seniority. There shall be separate seniority lists for the inside employees of each package center and separate seniority lists for the outside employees of each package center. There shall be a separate seniority list for the package center clerical employees by area (as defined below), a separate seniority list for package center Porters by area (as defined below) excluding Porters in the 43rd Street and Island City buildings, and a separate seniority list for package center Car Washers by area (as defined below) excluding Car Washers in the 43rd Street and Island City buildings.

(b) Job Assignment. Assignment of work shall be made on the basis of seniority lists described in (a) above.

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

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

(d) Job Preference – Package Drivers and Helpers. Drivers and helpers shall be given preference in their centers based on seniority, to a more desirable delivery route, or to a permanent delivery split or to a full permanent pick-up route when a permanent vacancy occurs. A permanent split is defined as a split or splits which has been in effect for three (3) months for at least three (3) days each week. With respect to the number of moves by driver and helper preference, past practice shall prevail, provided however that notwithstanding the past practice, drivers and helpers will be permitted the right to make a minimum of three (3) moves. Additional moves, if any, above three (3) shall be in accordance with past practice. In the event said delivery, pick-up route or split is not requested, the Center Manager will assign the route to the most junior open seniority employee in that center, until there is a more junior open seniority employee who will then be assigned to that route, unless the pre-assigned driver chooses to stay on that assignment, in which case it will be considered his/her bid route. The Company shall promptly and conspicuously post notice of any permanent vacancy. Such notice shall remain posted for a period to two (2) weeks.

Open seniority drivers in seniority order will select open driving jobs, subject to the operating needs of the Company. Any claimed abuse as to the use of “operating need of the Company,” shall be referred to the Company by the Union. If area knowledge is cited as an operating need, the driver will, upon his/her request, be trained on that area.

There shall be a maximum of ~~three (3)~~ **four (4)** training routes per center. Training routes shall be bid. A driver who bids a training route will become an open driver during the probationary period that a new employee is being trained on his/her bid route.

The routes used for training shall be discussed by the Center Manager and the steward, and shall not be changed unless mutually agreed by these parties. Any disputes involving training routes will be resolved by the division manager and business agent.

The provisions of this Section (d) shall not apply to arterials, which shall be discussed in advance between the Company and the Union. Assignment of splits (except for above) resulting from high volume Christmas period shall be discussed by manager and steward.

(e) Job Preference (Night Package). When a permanent vacancy occurs in the night package operation in a center, a senior employee in said center shall be given an opportunity to select such assignment, subject to the operating needs of the Company. Any claimed abuse as to the use of “operating need of the Company,” shall be referred to the Company by the Union.

(f) Change of Starting Time. Where the starting time of a route is changed, the regular driver may elect to remain on the route. In the event that the driver elects not to go with the route, he/she may nevertheless claim the route if it is changed back to the original starting time within a thirty (30) day period.

(g) Sixth and/or Seventh Day Work. Sixth and/or seventh day work, if any, will be assigned as follows:

Seniority employees shall be offered sixth and/or seventh day work in seniority order while on their scheduled day off or holidays before non-seniority employees unless it is one of the non-seniority employee's scheduled work days.

1. Package Drivers.

First – Package drivers in the respective centers who are interested in the 6th and/or 7th day work within their area will submit their names and telephone numbers to their center managers.

Second – Day off drivers in the center where the need occurs will be called in seniority order, provided they have submitted their names and telephone numbers as aforesaid. After the center list has been exhausted, then

Third – Day off drivers in the building where the need occurs will be called in seniority order, provided they have submitted their names and telephone numbers as aforesaid. After the building list has been exhausted, then

Fourth – Day off drivers in any other center within the area where the need occurs will be called in center seniority order provided they have submitted their name and telephone numbers as aforesaid.

Fifth – It is the obligation of the drivers to advise their center manager, in writing, of any changes in telephone numbers.

Sixth – In the event a driver is called for another center and refuses to work on his/her day off and has previously refused to do so, his/her name shall be dropped from the list unless otherwise mutually agreed by the Company and the Union, or unless the driver has notified his/her manager prior to his/her day off that he/she will not be available for 6th and/or 7th day work in the area, in that particular work week.

2. Package night operations.

First – Package center night employees in the respective areas who are interested in 6th and/or 7th day work will submit their names and telephone numbers to their center managers.

Second – Day off employees in the centers where the need occurs will be called in seniority order, provided they have submitted their names and telephone numbers as aforesaid. After the center list has been exhausted, then

Third – Day off employees in the building where the need occurs will be called in seniority order, provided they have submitted their names and telephone numbers as aforesaid. After the building list has been exhausted, then

Fourth – Day off employees in the area where the need occurs will be called in seniority order, provided they have submitted their names and telephone numbers as aforesaid

Fifth – It is the obligation of the employees to advise their center managers, in writing, of any change in telephone numbers.

Sixth – In the event an employee is called by another center in the area and refuses to work on his/her night off and has previously refused to do so, his/her name will be dropped from the area list unless otherwise mutually agreed by the Company and the Union or unless the employee has notified his/her manager prior to his/her day off that he/she will not be available for 6th and/or 7th day work in the area in that particular work week.

3. Nassau and Suffolk areas.

For purposes of 6th and/or 7th day work in the Nassau and Suffolk areas, day off employees in one area will be called for sixth and/or seventh day work in the other area, in seniority order, after the 6th and/or 7th day work list has been exhausted in the area in which the need arises.

Section 7- Geographic Transfer (Package)

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

(a) Transfers may be requested to any operating center in Nassau, Suffolk, **Queens, Kings (Brooklyn), Manhattan, Bronx**, Westchester, and Putnam Counties. New transfer lists shall be established within forty-five (45) days after the ratification of this contract, **however existing lists will be honored until exhausted**. ~~Employees requesting transfers will be required in seniority order, to transfer.~~ **Employees requesting a transfer shall do so on the basis of seniority. The total number of transfers from any one building shall not exceed eight percent (8%) annually except when it is mutually agreed to by the parties.** There shall be a thirty (30) working day mutual probationary period for any transferred employee. ~~The Union will be notified of all transfers prior to execution.~~

The Local Union shall maintain the list of employees requesting transfer and the Company will notify the Union of any transfer needs. In maintaining the lists the Union will designate an administrator(s) whom shall prepare such lists and email them upon completion to the UPS Labor Department or its designee. When a transfer is needed from such lists the Union will provide the Labor Department or its designee the name of the employee accepting such transfer in a timely manner. The Union administrator will provide updated transfer lists to the UPS Labor Department or its designee monthly.

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

When the Company and the Union mutually agree that a hardship exists, arrangements shall be made to allow that Package Driver to transfer ~~to a non-geographic transfer area.~~

(b) Any transferred employee who requests to return to his/her origin center or if the Company requests to return the employee to his/her origin center, ten (10) working days' notice will be given by either party. All requests will be handled within ten (10) working days of such requests. The Company agrees to waive the foregoing notices and to process requests sooner than ten (10) working days where possible.

(c) The Company shall have the right to fill one permanent vacancy for every three (3) employees transferred to each center, within classification.

(d) The transferee will be dovetailed on the seniority list in the center for all purposes.

(e) Cashiers' jobs within the geographic transfer area shall be subject to the transfer list. If after exhausting the transfer list, the vacancy still exists, it will be subject to Article 2, Section 15(b).

ARTICLE 18- GRIEVANCE AND ARBITRATION PROCEDURE

Section 1- Grievance Procedure

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

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

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

(a) The aggrieved employee or employees shall first take the grievance up with the shop steward who in turn will take the grievance up with the supervisor in charge. Employees shall have the shop steward present on any grievance. Grievances must be submitted to the supervisor within ten (10) working days after the occurrence of such grievance. If a satisfactory settlement is not effected with the supervisor within one (1) working day, the employee shall submit such grievance to the Union's representative in writing.

(b) If no satisfactory adjustment is agreed upon the matter shall, within ten (10) working days after step 1, be referred in writing by an Officer of the Union to the Division Manager of the Company or some other Executive Officer of the Company with the authority to act, who shall review the alleged grievance and offer a decision in writing within two (2) working days after receipt of same.

(c) All grievances which cannot be adjusted between the parties may be submitted for a binding determination upon written notice of either party to the other within ten (10) working days of the failure to agree under paragraph b. above, to the UPS/Local 804 Panel. The UPS/Local 804 Panel shall establish a minimum of two (2) calendar days each month for Panel hearings except in December, on a yearly basis. **Both parties may each select to expedite two (2) non-disciplinary cases per year. The co-chairs agree to meet with in thirty (30) days after ratification to update the rules and procedures that would pertain to this Article.**

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

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

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

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

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

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

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

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

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

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

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

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

Section 4- No Strikes or Lockouts

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

(b) In the event of an alleged violation of this Section 5, either the Company or the Union shall have the right to waive the normal adjustment and arbitration provisions referred to in Article 18, Section ~~32~~, and submit, for immediate arbitration, the alleged violation of this section pursuant to the provisions of Section ~~32~~. Such dispute shall be submitted to arbitration within twenty-four (24) hours after receipt of notice by the American Arbitration Association and an award issued not later than twelve (12) hours after the conclusion of the hearing.

ARTICLE 19- STEWARDS

(New) Section 6- Discharge or Removal

Should a shop steward or alternate shop steward be discharged or removed from the job, a meeting between the company's labor manager and a business agent, or their designee, will be scheduled within 24 hours.

(NEW) LETTER OF AGREEMENT

Teamsters Local 804 and United Parcels Service, Inc. ("UPS") agree the following will become effective upon the ratification of the new Local 804 Supplement: UPS agrees to create twenty (20) jobs in the car wash & porter classification before August 1, 2022. No less than five (5) per year. Such jobs shall thereafter be governed in all respects by the Collective Bargaining Agreement.

(NEW) LETTER OF AGREEMENT

Teamsters Local 804 and United Parcels Service, Inc. ("UPS") agree the following will become effective upon the ratification of the new Local 804 Supplement: UPS agrees to create one hundred and ten (110) additional Article 22.3 fulltime jobs before August 1, 2022. No less than twenty two (22) jobs per year. Such jobs shall thereafter be governed in all respects by the rules of Article 22.3 and 41.3 of the NMA.

LETTER OF AGREEMENT

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

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

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

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

- ~~(a) For years 8-1-2013 through 8-1-2016, the allocation shall be forty-eight cents (\$0.48) to pension; and thirty-seven cents (\$0.37) for Health & Welfare;~~
~~(b) For the August 2017 increase the allocation shall be fifty-two cents (\$0.52) for pension and thirty-three cents (\$0.33) to Health & Welfare; and~~
~~(c) On each August 1 of the contract, fifteen cents (\$0.15) of the available one dollar (\$1.00) shall be retained by the Company to be applied towards the costs of paragraph 1) above.~~

LETTER OF AGREEMENT

Teamsters Local 804 and United Parcel Service Inc. agree:

- ~~1. Upon ratification of this Agreement the pension benefit will be restored to the benefit that was in effect on December 31, 2006. The Company's share of the contribution requirement shall be paid in a lump sum on an annual basis for the purpose of restoring the benefit.~~
- ~~2. The additional fifteen (15) minutes after eight and one-half (8 1/2) hours referenced in Article 5, Section 1(b) of the Local 804 Supplement will be restored to all eligible full-time employees not then receiving it after the date the Local 804 IBT and Local 447 IAM UPS Multi-Employer Retirement Plan is no longer in "endangered status" (as defined in ERISA Section 305(b)(1)) or in "critical status" (as defined in ERISA Section 305 (b)(2)).~~

~~IN WITNESS HEREOF the parties hereto have set their hands and seals this ____ day of _____, 2013, to be effective upon ratification, except as to those areas where it has been otherwise agreed between the parties:~~

~~IN WITNESS HEREOF the undersigned do duly execute the National Master United Parcel Service Agreement and Supplemental Agreements, Riders and/or Addenda.~~

NEGOTIATING COMMITTEE

IN WITNESS HEREOF the parties hereto have set their hands and seals this ____ day of _____, to be effective upon ratification, except as to those areas where it has been otherwise agreed between the parties:

IN WITNESS HEREOF the undersigned do duly execute the national master united parcel service agreement and Supplemental Agreements, Riders and/or Addenda.

For Local 804, IBT

/S/ _____
Vincent Perrone

/S/ _____
Tony Rosciglione

/S/ _____
Chris Williamson

/S/ _____
Mark Cohen

/S/ _____
Anthony Cerulli

/S/ _____
Dave Cintron

/S/ _____
Rocky DiPaolo

/S/ _____
Scott Damone

/S/ _____
Lou Barbone

/S/ _____
Hector Fortis

/S/ _____
Lawrence Grant

/S/ _____
Dave Loobie

/S/ _____
Raul Molestina

/S/ _____
Pete Depierro

Rank and File Bargaining Committee:

/S/ _____
Damian Contreras

/S/ _____
Shane Devine

/S/ _____
Maynor Gomez

/S/ _____
Bill Groll

/S/ _____
Kamal Kaalund

/S/ _____
Tommy Oliver

/S/ _____
John Santiago