

# Metro Philadelphia

## Tentative Supplemental Agreement

For the Period Beginning Upon Ratification through July 31, 2013

covering:

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

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

### ARTICLE 49 – GRIEVANCE PROCEDURE

#### SECTION 3 – METRO PHILADELPHIA AREA PARCEL GRIEVANCE COMMITTEE

(d) A grievance to be heard by the MPAPGC must be put in writing and submitted to the Secretary ~~ten (10)~~ **fifteen (15)** days before meeting of the MPAPGC. The parties further agree ~~the~~ **that no** grievance or grievances shall be discussed except those which, have been received by the Secretary of the MPAPGC ~~before the ten (10)~~ **fifteen (15)** days prior to the date of the meeting **unless by mutual agreement**. It is agreed that there shall be an equal number of representatives of the Union's, and UPS on each panel that hears each case. The members of the panel are to be selected from the overall MPAPGC. The decision of the majority of the panel hearing the case shall be binding on all parties.

### ARTICLE 50 – SENIORITY

#### SECTION 2 – PACKAGE DRIVERS

(b) In the event of a new job or vacancy after the annual April bid the Employer shall post such vacancy or new job for bid in the building where the vacancy or new job occurs as follows:

(1) Vacancies shall be posted within ten ~~(10)~~ **fifteen (15)** **working days** of the occurrence of the vacancy. New jobs shall be posted within thirty (30) working days. Any such vacancy or new job shall be awarded to the senior qualified bidder within thirty (30) working days. The open job created by the move of the successful bidder will then be posted and awarded to the senior qualified bidder in the center within thirty (30) working days.

(2) Package drivers who change centers as a result of a vacancy or new job must remain in the new center a minimum of (1) year.

(c) Vacancies resulting from bidding described in paragraph (b) shall be filled by the Employer. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure.

(d) In the event of a change of starting times of more that one (1) hour after the annual April bid, the Employer shall, within thirty (30) working days after the change of starting time, post such new starting time for bid and shall be awarded to the most senior employee bidding.

(e) Paragraphs (b), (c) and (d) above shall not apply during November and December.

### ARTICLE 50 – SENIORITY

#### SECTION 12 – TRACTOR TRAILER TRAINING

(a) Full-time package drivers 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 senior 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.

**23-MP**

**For the purposes of vacation selection, drivers on the Qualified List as of January 1<sup>st</sup> 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.

**ARTICLE 50 – SENIORITY**

**SECTION 5 – GENERAL**

~~(c) Drivers shall not be permitted to bid on non driving jobs. In case of proven hardship, Company will sit down with Local Union and attempt to work out equitable solution.~~

**(c) Any employee that bids into a new job or vacancy must remain in that classification for a minimum of two (2) years unless the employee advances into a higher paying classification.**

**ARTICLE 50 – SENIORITY**

**SECTION 5 – GENERAL**

**(d) In the event of a newly created Article 22.3 job, the following bid procedure will apply. The new jobs shall be offered to other qualified 22.3 employees first. The open job created by this move will then be offered to qualified part-time employees as outlined in Article 67. This bid will be limited to two (2) moves**