

To: Members Covered by the Local No. 804 Supplement

From: Local No. 804 Negotiating Committee

Dear Brothers and Sisters:

As you know, the National Master UPS Agreement has been approved by more than 65% of the members voting in the recent ratification vote. However, the Local No. 804 Supplement was voted down.

The Local No. 804 Negotiating Committee has listened to the concerns expressed about the initial proposal and has met with the Company's Committee to address your issues.

I am pleased to report that we have reached a new agreement on a Supplement that resolves your concerns. The new proposed Supplement is enclosed, along with a new ballot, secret ballot envelope and return envelope. **In order to have your ballot counted, it must be received in the post office in the envelope provided on or before 10 a.m. on December 18, 2007.**

\* Among the improvements over the old Supplement are:

- The "25 and out" pension benefit was restored and will continue to be available to all current and future full-time employees. This includes part-time employees who go to full-time employment.
- The 10-cent wage deferral proposal has been withdrawn. All employees will receive the full contractual wage increases.
- All employees who attain company seniority, prior to August 1, 2008 and subsequently becomes a driver, will retain the provision granting fifteen (15) minutes of additional pay after the completion of 8.5 hours of work in lieu of a coffee break. The coffee break has a spring back provision. Once the pension plan is 80 percent funded, the coffee break will be reinstated.
- Record contributions from the national level and unprecedented monies negotiated locally will enable pension fund trustees to restore your full pension benefit to the amount it was prior to January 1, 2007.
- Doubles rate increased 35 cents to 85 cents per hour.
- Expanded opportunities in option holiday language.

These are merely some of the highlights. Please review all of the improvements and participate in the vote.

**ADD NEW**  
**ARTICLE 8**

**Section 3**

**Reciprocal agreement is included in the summary plan description of the ups multiemployer retirement plan (The Local 804/447 Plan) and the UPS Pension Plan.**

**ARTICLE 9 – FULL-TIME EMPLOYEE HOLIDAYS**

**Section 2**

(c) In each center the company agrees to grant a minimum of one employee **per 40 seniority** employees, **with a maximum of 3 per center** an optional holiday, by seniority, per day. An equivalent number of optional holidays will be granted to employees not assigned to centers, in accordance with the above procedure. Such request may not be granted from Thanksgiving week through December or in any week where employees are given a scheduled day off due to a holiday, named in Section 1, falling on a Saturday or Sunday. When this occurs, holidays that fall on a Saturday will be observed the preceding week and those that fall on Sunday the following week. . **When mutually agreed to by the Company and Employee the holiday may be scheduled the following four (4) weeks.**

**ARTICLE 13 – SENIORITY**

**Section 1 - ACQUISITION OF SENIORITY**

(a) After ~~30~~**40** days of work within a ~~60~~**70** consecutive work day period (excluding orientation) a new employee will acquire seniority and the employee shall be given a seniority date as of his/her first day of employment (orientation) worked within such ~~60~~**70** consecutive work day period. If, however the employee does not complete the ~~30~~**40** days within these ~~60~~**70** days his/her seniority date will be the first day of the ~~30~~**40** worked within any subsequent ~~60~~**70** work day period.

**(Original tentative agreement was 50 in 100)**

**Section 9**

**7. Feeder Drivers**

(2) All laid-off Feeder Drivers shall return to their original centers after a five (5) day layoff. **The Company agrees to waive the foregoing five (5) days and to process requests sooner than five (5) working days respectively when possible. In those cases the Union agrees to waive all claims which might result from such transfers.** They shall be afforded full seniority rights for all purposes, after five (5) days back in the employees original center said employee will be given a choice to remain in their original center or may elect to retain the employees recall rights. This choice will be final.

***Highlighted Additional changes to original tentative agreement;***

- *10 cent wage deferral is withdrawn.*
- *25 and out provision restored.*
- *coffee for existing seniority employees was restored.*  
The coffee break has a spring back provision. Once the pension plan is 80 percent funded, the coffee break will be reinstated.

***Highlighted Changes remaining from original tentative agreement***

- *Pension accrual benefit restored to December 31, 2006 level.*
- *Doubles rate increased 35 cents to 85 cents per hour.*
- *Expanded opportunities in option holiday language.*

**ARTICLE 2 – WAGES**

**Section 2**

Tractor- Trailer Driver pulling doubles will be paid an additional ~~\$.50~~ **\$.85** per hour over the prevailing tractor-trailer driver rate for all hours worked.

**Section 5 – Seasonal Employees**

Employees hired between ~~December 26~~ **January 1 and October 14** ~~31~~ of the following year will be paid in accordance with Section 2 of this Article.

Peak season, package helpers hired between ~~November 1~~ **October 15** and December ~~25~~ **31** of the same year shall receive a wage rate of \$8.00 per hour. Helpers retained or recalled after December ~~25~~ **31** shall be paid in accordance with Section 2 of this Article.

**(Original tentative agreement did not include the October 15 helper start date)**

**ARTICLE 5 – MEAL PERIODS & COFFEE TIME**

**Section 1**

(b) ~~A package driver and helper~~ **All employees who attain company seniority prior to August 1, 2008,** will be given fifteen (15) minutes of additional pay after the completion of 8½ hours of work in lieu of a coffee period **when they attain seniority in the package driver and helper classification.**

**(Original tentative agreement excluded existing part timers)**

**Section 3**

There shall be one (1) relief break for all seniority part-timers up to 10 minutes **to be taken after 1st hour of work and prior to completion of the 3rd hour, except for emergency conditions.**

**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 minutes after 8 ½ 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)).

**Company Representative**

**Union Representative**

**Salvatore Messina X**

**Howard Redmond X**

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**Date:**

**Date:**

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