



Agreement Effective

October 1, 2019 – September 30, 2024

Between

UNITED PARCEL SERVICE OF AMERICA, INC.

And The

DISPATCHERS

In The Service Of

UNITED PARCEL SERVICE OF AMERICA, INC.

As Represented By The

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 592



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1 **ARTICLE 1 – RECOGNITION AND SCOPE**

2
3 **A. RECOGNITION**

4
5 United Parcel Service Co. (Company) recognizes, in accordance with the National Mediation
6 Board ("NMB") Certification Case Number R-6775, the Transport Workers Union of America
7 (Union) as the exclusive representative for purposes of the Railway Labor Act (RLA) for those
8 employees comprising the class or craft described as Dispatchers in the employ of the
9 Company within the United States, its territories and possessions and in their behalf to
10 negotiate and conclude an agreement or agreements covering rates of pay, rules and working
11 conditions.

12
13 The Company will not enter into any agreement or contract with anyone performing the
14 responsibilities of the jobs herein, individually or collectively, which in any way changes, is in
15 addition to, or conflicts with the terms and provisions of this Agreement, except as may
16 specifically be provided herein. Any such agreement shall be null and void. Changes in this
17 Agreement may be made only by agreement between the Union and the Company pursuant
18 to the Railway Labor Act as amended.

19
20 **B. SCOPE**

21
22 All dispatching and operational control functions performed by or for the Company will be
23 performed exclusively by employees on the Dispatch Group Seniority list in accordance with
24 the terms and conditions of this Agreement, except as may specifically be provided herein. It
25 is specifically understood that the scope of this work includes all revenue flying, ferry flights,
26 charters, wet leases, CRAF, or any flying performed by members of the Independent Pilots
27 Association (IPA) or UPS management pilots.

28
29 The provisions herein are also applicable if the Company acquires and operates as a separate
30 entity any existing airline or establishes a new airline in accordance with Section C. and D.
31 below.

32
33 **C. EMPLOYMENT SUBSEQUENT TO A MERGER**

34
35 In the event of a merger, purchase or acquisition of another company that employs dispatchers
36 or has a lease arrangement for dispatchers, the Company and the Union will meet to discuss
37 the merger, acquisition, or purchase, and the effect of the merger, acquisition, or purchase
38 upon Union members to include integration of seniority lists and effects on the operations. No
39 such merger, purchase, or acquisition will be consummated without as much notice and
40 discussion as reasonably possible on the above issues with the Union. At a minimum, notice
41 of a merger, purchase, or acquisition will be provided to the Union prior to any public disclosure
42 subject to mutual agreement on necessary confidentiality provisions.

43
44 Labor Protective Provisions
45

1 In the event of a merger, acquisition, or purchase by United Parcel Service Co. of another
2 company that employs dispatchers, the labor protective provisions of Allegheny-Mohawk 59
3 CAB 22 (1972) will be applicable to the affected employees except as specified below:
4

- 5 1. The term employee shall be defined to exclude probationary
6 employees, as well as temporary or part-time employees.
7
- 8 2. The amount of the displacement allowance provided to employees on the seniority list
9 prior to the merger, acquisitions, or purchase shall be calculated based only on the
10 affected employees' straight time salary and the reduction in compensation must be a
11 direct result of the merger, purchase or acquisition.
12
- 13 3. The dismissal allowance provided by Allegheny-Mohawk shall not be applicable to any
14 employee who is deprived of employment as a result of the merger, acquisition, or
15 purchase. Nothing herein shall be construed to deprive an employee of benefits
16 payable due to dismissal or furlough by virtue of any other provision of this Agreement.
17
- 18 4. The moving expense provisions of Allegheny-Mohawk shall not be applicable to any
19 employee required to relocate as a result of the merger, acquisitions, or purchase.
20 Nothing herein shall be construed to deprive an employee of moving expenses payable
21 based on other provisions of this Agreement.
22

23 In the event of a complete merger between the Company and another air carrier (i.e., the
24 combination of all or substantially all the assets of the two (2) carriers) where the surviving
25 carrier decides to integrate the pre-merger operations, the following procedures will apply: if
26 the Company is the surviving carrier, the Company will integrate the two (2) Flight Dispatch
27 groups in accordance with TWU Merger Policy if both groups are TWU-represented, and in
28 accordance with Section 3 and 13 of the Allegheny-Mohawk LPP's if the Dispatchers of the
29 Company's merger partner are not represented by TWU.
30

31 If the provisions of Allegheny-Mohawk are being applied and the two (2) dispatch groups agree
32 on integration of seniority, the Company reserves the right to object. In the event the Company
33 objects to the agreement between the two (2) Dispatch groups, the matter will be resolved by
34 a neutral arbitrator selected by the TWU and the Company. The arbitrator will be selected
35 from a list of seven (7) arbitrators provided by the American Arbitration Association. Each
36 party will take turns striking names from the list with the initial strike determined by coin toss.
37 All arbitrators on the list will have experience resolving airline Dispatch seniority list integration
38 disputes.
39

40 The Dispatch groups of each carrier will remain separated until such time as the seniority lists
41 are integrated in accordance with the paragraph above, and in the event representational
42 disputes are raised by employees or employee organizations, until such disputes are resolved
43 by the National Mediation Board (NMB), provided that this does not preclude the Company's
44 compliance with the NMB's merger policies. Nothing in this section is intended to alter the
45 authority of the National Mediation Board to resolve representation disputes in accordance
46 with the Railway Labor Act.

ARTICLE 1 – RECOGNITION AND SCOPE

1
2 In the event of a merger, acquisition, or purchase of another company that employs
3 dispatchers or has a lease arrangement for dispatchers, the Company will have the right to
4 maintain the acquired employees and company as a separate operation for the period of time
5 necessary to merge the operations, not to exceed twelve (12) months from the date of the
6 seniority list integration. The terms of this Agreement will become applicable to the acquired
7 employees upon the merger of the operations or one year from the date of acquisition,
8 whichever is earlier.

9
10 **D. SUCCESSORSHIP**

11
12 Insofar as it is legally possible, the provisions of this Agreement shall be binding upon any
13 successor, or merged company or companies, or any successor in the control of the Company,
14 unless or until changed in accordance with the provisions of the Railway Labor Act.

15
16 **E. DOMESTIC / INTERNATIONAL DISPATCHER DUTIES**

17
18 The duties of Domestic and International Dispatchers will include the applicable functions and
19 responsibilities set forth in the Federal Aviation Regulations (FARs), and the duties described
20 in the Flight Operations Manual (FOM). The normal duties of a Dispatcher, depending upon
21 assignment and as prescribed by Company and Departmental Policy, and in accordance with
22 applicable FARs, will include any or all of the following, but are not limited thereto:

- 23
24 1. Pre-planning each flight departure with primary emphasis on safety, efficiency, and
25 on-time reliability; including application of the type of clearance, routing, altitudes,
26 alternate airports, speeds, fuel requirements, and intermediate landings;
27
28 2. Monitoring and evaluation of actual and forecast meteorological information,
29 airport conditions, airways, communications facilities and NOTAMs for flight
30 release preparation, flight following and operational control decision making;
31
32 3. Dispatching, clearing, delaying, rerouting, canceling, diverting, and over flying of
33 all Company aircraft in accordance with applicable government regulations and
34 Company or Departmental Policy and Procedures;
35
36 4. Briefing flight crews on meteorological and airport conditions, airways, MELs,
37 NOTAMs and procedures as required for the safe and efficient completion of the
38 flight;
39
40 5. Discussing, as necessary, fuel and payloads, weight and balance, aircraft
41 conditions and routings with flight crews in order to establish understandings
42 concerning aircraft operation;
43
44 6. Issuing timely information to gateways, through available communications, for the
45 preparation of clearance forms, fuel loads, cargo or passenger information, aircraft

1 assignments and substitutions, delays, cancellations, unscheduled landings,
2 diversions, and over flies;

- 3
- 4 7. Monitoring the progress of each assigned flight in order to provide accurate times
5 and flight status for flight information and to provide the flight crew with information
6 regarding the safe completion of the flight;
7
- 8 8. Monitoring information concerning and reacting to weather trends and airport
9 conditions in order to anticipate changing conditions which may affect aircraft
10 operations;
11
- 12 9. Coordinating with employees and other related departments with regard to aircraft
13 and crew availability, MEL application, aircraft status, weight and balance issues,
14 aircraft routing, and any other information necessary for the safe completion of the
15 flight, including monitoring runway status and conditions, other field conditions,
16 and all Company weather systems;
17
- 18 10. Reporting, in accordance with established procedures, all irregularities which may
19 occur during the shift;
20
- 21 11. Completing routine reports that are required during the shift;
22
- 23 12. If certified, issue EWINS FMFs as necessary and in accordance with the
24 Company's policies;
25
- 26 13. Performing special projects as assigned by the Company;
27
- 28 14. Reviewing and maintaining all policy, procedures and regulatory manuals pertinent
29 to his duty assignment, in addition to maintaining any shift log currently required;
30
- 31 15. Monitoring and performing takeoff and landing performance calculations, as
32 necessary;
33
- 34 16. [Left blank]
35
- 36 17. Performing any additional Dispatch duties as assigned by the Company;
37
- 38 18. Perform on the job Training (OJT) if qualified;
39
- 40 19. Tracking and report HAZMAT as required by the Company;
41
- 42 20. Coordinate with Airline Communications for any office support regarding AVTEC.
43

44 Other personnel of the Company may perform some of these duties as a part of their current
45 job functions.
46

ARTICLE 1 – RECOGNITION AND SCOPE

1 **F. MANAGEMENT WORKING**

2
3 Qualified Management Personnel (QMP) shall not perform bargaining unit work except in the
4 following circumstances:

- 5
6 1. During the peak period, as specified in Article 5, Section K;
7
8 2. To perform training;
9
10 3. As described in the Overtime Flow Charts;
11
12 4. Any other performance of bargaining unit work to maintain proficiency will be by
13 management displacement of Relief Line Holders.
14

15 The Company will provide the Union at the beginning of each schedule year a list of all QMPs.
16

17 **G. EXCEPTIONS/MODIFICATIONS**

18
19 Exceptions or modifications to this Agreement may only be made by mutual agreement, in
20 writing, between the Flight Operations Labor Relations Manager, the Local President and the
21 Section Chairman. The Local President and Section Chairman will coordinate with a
22 designated representative of the International Labor Union for final approval.
23

24 **H. NEW POSITIONS**

25
26 Should the Company create a new position, which is mutually agreed upon by the Company
27 and the Union to be part of the Dispatch craft or class, the parties will meet to add the new
28 position to the Agreement. If the parties cannot agree if a position should be covered by this
29 Agreement, the Union retains the right to pursue the issue through the NMB processes.
30

31
32 **I. [RESERVED]**

33
34 **J. DISPATCH LEADS**

35
36 The Company will maintain a minimum of four (4) Dispatch Leads. One (1) on each shift (i.e.
37 AM, PM, or MID), and one (1) to work ATC issues on the PM shift.
38

39 The duties of Dispatch Leads will include any or all of the following, but are not limited thereto:
40

- 41 1. Maintain operational awareness over his respective shift;
42
43 2. Attend operational meetings during the shift that will affect the flight control
44 operation;
45
46 3. Maintain a current shift log of all operational issues;

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4. Maintain communications with all internal departments regarding any flight control operational issues;
 5. Assist in the performance of dispatcher duties when requested by a dispatcher. (workload permitting);
 6. Actively monitor and participate in all ATC strategic plan of operations (SPO) conference calls;
 7. Coordinate with Eurocontrol and Dispatcher on all European ATC issues;
 8. Actively participate in all tactical ATC planning and execution for the airline operation;
 9. Evaluate air traffic issues for the airline operation and develop contingency plans;
 10. Assign ADHOC flights and monitor dispatcher workload distribution;
 11. Evaluate equipment capabilities, MEL and CDL restrictions etc.;
 12. Develop and recommend to the shift supervisor any contingency plans prior to implementation;
 13. Monitor and utilize any tools available to support UPS aircraft movements and tactical ATC planning and execution. (e.g. FSM, SMA, SMS, etc.);
 14. Maintain EWINS certification and Issue EWINS FMFs as necessary and in accordance with the Company's policies;
 15. Dispatch Hot Spare Aircraft;
 16. Fax/e-mail Jeppesen Approach plates and charts when required;
 17. In the event of an emergency involving a UPS aircraft, collect and disseminate HAZMAT information to the appropriate ARFF or ATC facility;
 18. Audit Company Notams, Dispatch Bulletins, Fleet Notams, etc. when workload permits;
 19. Audit non-UPS issued Notams in LIDO when workload permits.

K. DISPATCH TRAINERS

1 The Company will maintain a minimum of three (3) Dispatch Trainer positions subject to the
2 proviso below. These employees will be internationally qualified. The duties of these positions
3 will include any or all of the following, but are not limited thereto:
4

- 5 1. Work with Management to develop and maintain existing and new training
6 materials, training syllabus for all types of training, and training programs;
7
- 8 2. Work with Management to perform classroom training for initial, upgrade,
9 recurrent, transition, new areas of operation and new destinations;
10
- 11 3. Assist Training supervisors in the performance of their duties listed in the Flight
12 Control Department Procedure Manual;
13
- 14 4. Work with Management to developing OJT training and competency check
15 schedules as required;
16
- 17 5. Work with Management to develop policies and procedures for the dispatch office
18 as requested by the Company.
19
- 20 6. Represent Flight Control as the Subject Matter Expert (SME) for each aircraft type
21 and theater of operation, as requested by the Company;
22
- 23 7. Maintain, audit and provide data accuracy surveillance of all Flight Control office
24 manuals and publications that support the airline operations as it applies to Flight
25 Control as requested by the Company;
26
- 27 8. Verify accuracy of charter briefing;
28
- 29 9. Act as departmental and industry liaison as requested by the Company;
30
- 31 10. Conduct quality assurance and internal audits as requested by the Company ;
32
- 33 11. Represent Flight Control in meetings and committees concerning MMEL and MEL
34 issues as requested by the Company;
35
- 36 12. Work with Management in implementation of the fuel conservation program;
37
- 38 13. Audit Company Notams, Dispatch Bulletins, Fleet Notams, etc.
39

40 The parties recognize and acknowledge that there are other personnel outside the dispatcher
41 craft or class that also have the responsibility and right to perform training functions. In
42 addition, the Company retains the right to determine the extent to which the Dispatcher Trainer
43 needs to perform the duties described within Paragraphs 6 through 13 above.
44

45 The minimum number of Dispatch Trainers referenced above is conditioned on the availability
46 of a sufficient number of qualified, volunteer Dispatchers within the work group. If, before the

ARTICLE 1 – RECOGNITION AND SCOPE

1 beginning of a bid year, there are not enough Dispatchers meeting the Company's minimum
2 qualifications, the Company will meet with the Union to discuss the issue. If no acceptable
3 volunteers can be found to fill the minimum number of required Dispatch Trainers, the
4 Company retains the right to fill the positions with QMPs. The individuals filling the Dispatch
5 trainer jobs will be rotated at least, every two (2) years unless mutually agreed otherwise.
6 However, the Company will not use the rotation obligation to maintain that there are insufficient
7 available volunteers who are qualified. Finally, the Company retains the right in its sole
8 discretion to assign the Dispatch Trainers to a domestic or international dispatcher position if
9 there are operational issues necessitating the transfer. Such transfers shall be temporary in
10 nature subject to the duration of the operational needs. The Company will not use this provision
11 to permanently reduce the number of Dispatch Trainers. Further, the Company will not transfer
12 a Dispatch Trainer to a domestic or international desk pursuant to this paragraph without first
13 exhausting the Overtime Flow Chart.

ARTICLE 1 – RECOGNITION AND SCOPE

1 UPS and TWU
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 1

4
5 Paragraph E

6
7 The parties agree that the Aircraft Dispatcher is responsible for the operational control of UPS's
8 flight movements and, along with the pilot in command, has the authority to delay or cancel a
9 flight. Once a flight has been assigned to a dispatcher who has reported for his shift, the
10 dispatcher must verbally approve, or actively approve through electronic means, any delay,
11 reroute or cancellation requests from the Company. Electronic notification to the dispatcher of
12 a delay, reroute or cancellation will not be considered approval by the dispatcher. Within the
13 context of this paragraph the Dispatcher's authority is in reference to those issues that are
14 within the Dispatcher's province from a legal and regulatory perspective. The authority
15 referenced within this paragraph does not impact the Company's right to make operational and
16 business decisions.

17
18 Assistant Dispatcher

19
20 The parties have agreed to eliminate the Assistant Dispatcher classification and have those
21 duties moved to other classifications covered by this agreement. If the Company chooses to
22 create a position that is in any way similar to that of an Assistant Dispatcher, the Company
23 and Union will meet to add the new position to the agreement.

24
25 Paragraph J. 17:

26 A Dispatcher dealing with an emergency has the right to delegate any required collection or
27 dissemination of HAZMAT information.

ARTICLE 2 - MANAGEMENT RIGHTS

1
2
3 The Union recognizes that the Company will have the sole jurisdiction of the management
4 and operation of its business, the direction of its work force, the right to maintain discipline
5 and efficiency in its place of employment, the right to establish and enforce rules and
6 regulations which are not inconsistent with the terms of this Agreement, and the right of the
7 Company to hire, promote, demote, select for training, discipline and discharge employees
8 for just cause, subject to this Agreement. It is agreed that the rights listed herein will not be
9 deemed to exclude other preexisting rights of management not listed which do not conflict
10 with other provisions of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

1 **ARTICLE 3 - DEFINITIONS / CLASSIFICATIONS**

2
3 **ACCRUED TIME OFF**

4 Any time off accrued by or credited to an employee (e.g. vacation, option weeks, Earned
5 Compensation Bank (ECB), etc.).

6
7 **ACTIVE SERVICE**

8 Time spent performing service for which the employee received compensation from the
9 Company.

10
11 **ARBITRATION SBA**

12 A System Board of Adjustment (SBA) consisting of one (1) Company representative, one (1)
13 Union representative and one (1) neutral member selected in accordance with Article 15.

14
15 **ASAP**

16 Aviation Safety Action Program.

17
18 **ASSIGNED OVERTIME JUNIOR AVAILABLE (J/A)**

19 Assignment of overtime in reverse seniority order to the junior available employee.

20
21 **BLOCK HOLDER**

22 An employee who has been awarded a work schedule line comprised of a fixed shift (i.e. AM,
23 PM, or MID) and fixed days off, in accordance with Article 4, Section F.

24
25 **CLASSIFICATION**

26 Employees will be grouped into one of four (4) classifications based on the line they are
27 awarded: Domestic Dispatcher, International Dispatcher, Dispatch Lead, or Dispatch
28 Trainer. Relief Line Holders will not have a fixed classification.

29
30 **DAY OFF**

31 A day off shall be at least a twenty-four (24) hour period.

32
33 **DISPATCH GROUP**

34 All employees covered by this Agreement.

35
36 **DISPATCH GROUP SENIORITY LIST**

37 A list of employees covered by this Agreement listed in seniority order.

38
39 **DISPATCH LEAD**

40 An International Dispatcher responsible for the Dispatch Lead duties listed in Article 1.

41
42 **DISPATCH TRAINER**

ARTICLE 3 – DEFINITIONS

1 An International Dispatcher selected by the Company who is responsible for the Dispatch
2 Trainer duties listed in Article 1.

3
4 **DISPATCHER**
5 An employee who has been designated as such by the Company and holds a currently effective
6 Aircraft Dispatcher's Certificate, who is regularly assigned to be in charge of, and while on duty, to
7 be responsible for the conduct of operational control concerning the dispatch, release, and
8 movement of all Company aircraft over the routes under his supervision within the Flight Dispatch
9 area to which he is assigned.

10
11 **DOMESTIC DISPATCHER**
12 A Dispatcher who is qualified to exercise operational control over flights operating under
13 Domestic rules.

14
15 **EMERGENCY DAY**
16 A day taken off for family or personal emergency.

17
18 **EMERGENCY DAY PAY BACK**
19 A day that is owed to the Company due to taking an Emergency Day that must be paid back within
20 six (6) months or an appropriate salary adjustment may be made.

21
22 **EMPLOYEE**
23 A TWU bargaining unit member covered by this Agreement.

24
25 **EXCUSED ABSENCE**
26 An absence that is authorized by the Company.

27
28 **FLOATER**
29 A Block Holder who has a scheduled shift (i.e. AM, PM or MID) without a desk assignment.

30
31 **GLOBAL OPERATIONS CENTER (GOC)**
32 The Company's operations control center.

33
34 **INTERNATIONAL DISPATCHER**
35 A Dispatcher who is qualified to exercise operational control over all Domestic and
36 International flights.

37
38 **MANAGEMENT DISPLACEMENT**
39 The process by which an employee's shift is covered by a QMP to maintain proficiency. QMPs
40 will give the employee being displaced as much notice as possible.

41
42 **NEUTRAL GENDER**

ARTICLE 3 – DEFINITIONS

1 The words he, him, and his are used in generic sense when they appear in this Agreement, and
2 refer to both male and female employees.

3
4 **NORMAL PAY**

5 Regular hourly rate plus applicable premiums, overrides and differentials.

6
7 **ON JOB TRAINING INSTRUCTOR**

8 A Dispatcher selected by the Company to perform on-the-job training (OJT) for
9 Dispatchers entering a new qualification (e.g. Domestic/International).

10
11 **PEAK PERIOD**

12 The period from November 15th through December 24th of each year.

13
14 **PERMANENT VACANCY**

15 An opening in the work schedule, after the annual schedule has been published, expected to
16 last for one (1) year or more.

17
18 **POSITIVE CONTACT**

19 Positive contact means direct communication with the employee or a message sent through
20 the Company's electronic mail system at least one (1) hour prior to the start of the shift,
21 previous to the shift being adjusted.

22
23 **QUALIFIED DISPATCHER**

24 An employee that is Dispatcher qualified in a specific classification (i.e. Domestic,
25 International, Dispatch Lead or Dispatch Trainer).

26
27 **QUALIFIED MANAGEMENT PERSONNEL (QMP)**

28 Management personnel not covered by this Agreement that are permitted to work only in
29 accordance with Article 1, Section F.

30
31 **RELIEF LINE**

32 A work schedule line used first to cover vacation and option weeks, then training, Operational
33 Familiarization, and other known absences.

34
35 **SCHEDULE YEAR**

36 The first AM shift on the first Sunday in April through the last MID shift on the Saturday prior
37 to the first Sunday in April of the next year.

38
39 **SECTION CHAIR**

40 The Section Chair is the person designated by the Union as having primary responsibility for
41 representation activities related to the UPS dispatcher craft or class.

42
43 **SHIFT**

ARTICLE 3 – DEFINITIONS

1 A workday of nine (9) consecutive hours from the time that an employee is scheduled to
2 report to work, exclusive of a shift turnover period:

3
4 **AM SHIFT**

5 A shift with a start time between 0400 local and 1259 local.

6
7 **PM SHIFT**

8 A shift with a start time between 1300 local and 1759 local.

9
10 **MID SHIFT**

11 A shift with a start time between 1800 local and 0359 local.

12
13 Each shift will contain work of only one classification.

14
15 **SHIFT TURNOVER**

16 A period of time before or after the end of a shift necessary to brief the relieving employee or
17 QMP on any and all pending operational issues and problems.

18
19 **STRAIGHT TIME (1X) RATE**

20 The employee's base monthly pay divided by 157. Also referred to as "regular hourly rate".

21
22 **TEMPORARY VACANCY**

23 An opening in the work schedule after the annual schedule has been published expected to
24 last more than thirty (30) days but less than one (1) year.

25
26 **TRAINING ON A DAY OFF (TDO)**

27 Training on a day off as described in Article 25, Section A.

28
29 **TRAINING RELIEF LINE**

30 An additional relief line that is built with Domestic work only and is assigned to a new
31 dispatcher after initial training and competency checks are successfully completed.

32
33 **UPS/TWU SBA**

34 A System Board of Adjustment (SBA) consisting of two (2) Company and two (2) Union
35 representatives. The chairmanship will alternate between the Company and Union with the
36 Company holding the chairmanship during odd years (e.g. 2009) and the Union holding the
37 chairmanship during even years (e.g. 2010).

38
39 **X-DAY**

40 A day an employee holding a relief line has been scheduled a shift (i.e. AM, PM or MID)
41 without a desk assignment. X-Days will be published on the annual work schedule.

ARTICLE 3 – DEFINITIONS

1 **ARTICLE 4 - HOURS OF SERVICE**

2
3 **A. WORK CYCLE**

4
5 A work cycle for all employees, except for Relief Line Holders, will consist of four (4)
6 workdays, followed by three (3) off days, followed by four (4) work days, followed by three
7 (3) off days.

8
9 **B. WORKDAY**

10
11 A workday for all employees will consist of nine (9) consecutive hours, exclusive of a shift
12 turnover. All shifts will have a published start time.

13
14 **C. WORK SCHEDULE CHANGES**

15
16 Any change in a published schedule requires positive contact with the employee to convey
17 the details of the change.

18
19 **D. TURNOVER**

20
21 No Dispatcher may hand off or accept a flight until the relieving Dispatcher has been briefed
22 by the Dispatcher in charge of the flight on all pending operational circumstances and
23 problems. The relieving Dispatcher must accept the flights before the turnover can be
24 considered complete. The relieving Dispatcher shall not unreasonably refuse to accept
25 flights during turnover. It is the responsibility of the Dispatcher completing a shift to make
26 certain all pending problems are identified and explained to the relieving Dispatcher.
27 Examples of circumstances that might extend the length of the turnover period between
28 shifts include, but are not limited to: weather conditions, field conditions, Air Traffic Control
29 problems, or abnormal situations connected with the Dispatcher's shift.

30
31 **E. MINIMUM TURN TIME**

32
33 The Company may not schedule or require an employee to work a shift with less than ten
34 (10) hours free of all duty prior to the beginning of that shift, except for the transitional period
35 between bid periods. However, an employee may work with an eight (8) hour rest period at
36 his discretion.

37
38 **F. BLOCK HOLDER SCHEDULING LIMITS**

39
40 All work will be covered by Block Holder lines unless there is work that cannot otherwise be
41 covered in the bid line construction process. A Block Holder's line cannot be changed
42 except as provided in this agreement. A Block Holder may not be required to work more
43 than eight (8) consecutive days. An employee who has worked eight (8) consecutive days

ARTICLE 4 – HOURS OF SERVICE

1 shall not be eligible for assigned overtime. An employee may work up to twelve (12)
2 consecutive days at his option. Block Holder lines will have fixed days off, fixed shifts (i.e.
3 AM, PM or MID) and may contain one (1) shift per week during which the employee is a
4 floater. A Block Holder's line will only contain one (1) type of shift (i.e. AM, PM or MID). Every
5 attempt will be made to create lines that contain work of only one classification (i.e.
6 Domestic, International or Lead). As a floater, an employee may be required to perform
7 duties of another classification for which he is qualified. International lines will be paid with
8 at least seventy-five percent (75%) International override, but may contain no more than fifty
9 percent (50%) Domestic work. Domestic Dispatchers may only be scheduled to work
10 Domestic shifts, including days while a floater. Dispatch Lead lines will contain only
11 Dispatch Lead work.

12

13 **G. RELIEF SCHEDULING LIMITS**

14

15 The minimum number of Dispatcher relief lines to be maintained for each schedule year will
16 be determined by totaling the vacation and bid option week liability (excluding Dispatch
17 Trainer classifications). That number will be divided by forty-nine (49) and rounded up to
18 the nearest whole number and increased by two (2). The option weeks included in the
19 formula above shall only be those option weeks bid in accordance with Article 23. The
20 minimum number determined by the formula above will also be the minimum number of
21 relief lines utilized to provide coverage for the annual vacation and option week bid. Relief
22 Line Holders above the minimum may only be used to cover vacation or option weeks at the
23 Company's discretion. During the annual schedule, vacation and option week bid,
24 employees shall be allowed to bid vacation and/or option weeks that can be covered by the
25 minimum number of Relief Line Holders referenced above.

26

27 The Company may not schedule a Relief Line Holder for more than eight (8) consecutive
28 days of work. However, the employee may, at his option, consent to be scheduled for up to
29 twelve (12) consecutive days. Employees scheduled for six (6) or more consecutive days
30 will receive at least two (2) consecutive days off after that work period; however, the
31 employee may, at his option, consent to only one (1) day off.

32

33 The maximum number of shifts the Company may schedule a Relief Line Holder in any
34 calendar month will be determined by: total days in the calendar month minus thirteen (13)
35 days off equals the maximum number of shifts that may be scheduled.

36

37 All Relief Line Holders will be scheduled a minimum of thirteen (13) days off per calendar
38 month. Days off cannot be moved within thirty (30) calendar days, without the employee's
39 consent.

40

41 If the Company schedules a relief line holder to work a MID shift followed by a DAY shift,
42 the first twenty-four (24) hours off after the MID shift will not count toward the minimum
43 thirteen (13) days off in the paragraphs above.

ARTICLE 4 – HOURS OF SERVICE

1
2 Dispatch Relief Line Holders will be qualified on all Dispatch Lead (if on the Dispatch Lead
3 list), Domestic and International positions.

4
5 Known open shifts will be placed on the schedule as soon as known and as practical.

6
7 Changes to a Relief Line Holder's schedule must be made with at least thirty (30) days'
8 notice, except as noted below:

- 9
- 10 1. Desk assignments within the same shift (i.e. AM, PM or MID) may be changed when
11 the Dispatcher reports for work. The Company will attempt to notify the Dispatcher
12 as soon as the need for change is known;
13
 - 14 2. Scheduled start times may be moved up to two (2) hours with a minimum of twelve
15 (12) hours prior notification of the new start time;
16
 - 17 3. The Company may need to change a Relief Line Holders X-Day shift (i.e. AM, PM or
18 MID) for operational needs. The Company will provide at least thirty-six (36) hours'
19 notice prior to the start time of the shift needing coverage;
20

21 A Relief Line Holder may not swap shifts or days off more than thirty (30) days in advance.
22 When a Relief Line Holder swaps scheduled shifts to obtain days off, the Company may not
23 reschedule shifts on those days unless he is the junior person available for assignment to
24 overtime.

25
26 **H. DISPATCH TRAINER SCHEDULING LIMITS**

27
28 A Dispatch Trainer's schedule will have workdays that consist of nine (9) consecutive hours,
29 start times between 0600 local and 0900 local, and have scheduled days off of Friday,
30 Saturday, and Sunday or Saturday, Sunday, and Monday. Dispatch Trainers' schedules will
31 be published on the work schedule.

32
33 Dispatch Trainer(s) will coordinate their vacation selections with the Company prior to the
34 publication of the final work schedule after the bid process.

35
36 A Dispatch Trainer's schedule may be changed with mutual agreement between the
37 Dispatch Trainer and the Company, if necessary to cover training on what would otherwise
38 have been days off. Agreement will not unreasonably be withheld. Such days off will not
39 be changed with less than thirty (30) days' notice.

40
41 To allow training to be performed on Dispatchers' shifts, the Company may adjust a Dispatch
42 Trainer's start times to meet the needs of the training with a minimum of thirty (30) days'
43 notice.

ARTICLE 4 – HOURS OF SERVICE

- 1
- 2 In any schedule year, a Dispatch Trainer's schedule may not contain more than two-hundred
- 3 nine (209) days of work exclusive of overtime.

ARTICLE 4 – HOURS OF SERVICE

1 **ARTICLE 5 - OVERTIME**

2
3 **A. OVERTIME**

4
5 The overtime rate of one and one-half times (1.5x) will be paid for all hours worked in excess
6 of nine (9), exclusive of shift turnover, in any one day and for all hours worked on an
7 employee's first day of overtime.

8
9 The overtime rate of double time (2x) will be paid for all hours worked in excess of twelve
10 (12) consecutive hours.

11
12 The overtime rate of double time (2x) will be paid for all hours worked on the second
13 consecutive day off worked and all subsequent consecutive days off worked.

14
15 The second overtime shift worked in a calendar day will be treated as the second
16 consecutive day worked.

17
18 It is understood that no overtime will be payable for time attributed to the shift turnover
19 period.

20
21 **B. OVERTIME DISTRIBUTION**

22
23 Overtime opportunities will be distributed as equally as practical based on actual pay hours
24 received regardless of the overtime rates of pay. Overtime shall be to all available qualified
25 employees in seniority order in accordance with the Overtime Flow Charts. A record of
26 accumulated overtime hours will be kept of each employee's overtime hours worked and will
27 be set to zero (0) on the first day of the schedule year. A new employee to a Dispatcher
28 classification will be credited with the average Dispatcher overtime hours. An employee on
29 the Overtime Availability List who refuses overtime after it is awarded to him or accepts
30 overtime, will have his overtime record charged the amount of time. His name will be
31 removed from the Overtime Availability List unless he requests that it remain on the list for
32 later shifts.

33
34 Once overtime has been awarded to an employee, that overtime becomes part of his line
35 and cannot be changed without the employee's consent unless an error has been made in
36 the overtime distribution process. If an error has been made, the Section Chairman, or a
37 Shop Steward if the Section Chairman is not available, will be notified prior to correcting the
38 error. This error must be corrected and the employees involved must be contacted no later
39 than twelve (12) hours prior to the start time of the overtime shift.

40
41 A log of all shifts covered, the overtime sign-up sheet, the disposition, time, and method of
42 any contacts made or attempted, and who received the overtime will be maintained by the
43 Company and made available for review by employees at their request. These documents

ARTICLE 5 – OVERTIME

1 will be maintained for ninety (90) calendar days. The Union will be provided access to them
2 in order to verify overtime charged.

3
4 **C. SHIFT COVERAGE**

5
6 Open shifts will be covered in accordance with the Overtime Flow Charts. The Company
7 will not be required to cover Dispatch Trainer(s) with overtime.

8
9 The Company and the Union share a mutual commitment to safety including proper staffing
10 during all shifts. The decision to leave shifts open will be based on availability of resources
11 and operational requirements, not cost savings. Prior to collapsing a desk the Company will
12 utilize the appropriate Overtime Flow Chart. After exhausting these procedures and the desk
13 is collapsed, the Company will attempt to notify the Section Chairman.

14
15 **D. OVERTIME RATE COMPUTATION**

16
17 For the purpose of overtime rate computation, the straight time (1x) hourly rate for an
18 employee will be 1/157 of his monthly salary.

19
20 **E. OVERTIME IN ADVANCE**

21
22 Known open shifts will be placed on the schedule as soon as known and the Company will
23 record the reason for the open shift and when it became open.

24
25 Awarding of overtime will begin as shown in the table below, except as provided in Section
26 K. Overtime will not be assigned (J/A) prior to the last calendar day before the open shift.

27

28 Day of open shift	29 Day overtime process will begin	
30 Monday	Monday	14 days in advance
31 Tuesday	Tuesday	14 days in advance
32 Wednesday	Wednesday	14 days in advance
33 Thursday	Thursday	14 days in advance
34 Friday	Friday	14 days in advance
35 Saturday	Friday	15 days in advance
36 Sunday	Monday	13 days in advance

37

38 If a shift becomes open after it would have been covered according to the table above, it will
39 be covered according to the Overtime Flow Charts within twenty-four (24) hours of the
40 Company becoming aware of the open shift.

41
42 Overtime will be awarded via a notice through the Company's electronic mail system. An
43 employee awarded overtime via the electronic mail system shall have until the next day he

ARTICLE 5 – OVERTIME

1 reports to work to notify the Company he is declining the overtime. If an employee is not
2 scheduled to report to work before the day on which the overtime is to occur, the Company
3 will attempt to make positive contact with the employee. If positive contact is not made
4 within twenty-four (24) hours, the employee will be bypassed. If an employee declines an
5 awarded overtime shift, the Company will award it again using the electronic mail system
6 unless the start time of the open shift is within twenty-four (24) hours, in which case the
7 Company will award the shift via positive contact. Nothing within the paragraph shall
8 preclude the Company from making positive contact in any award.

9
10 If an employee declines an awarded overtime shift more than five (5) times in a calendar
11 year, the Company may bypass the employee for volunteer overtime awards for up to thirty
12 (30) calendar days.

13
14 **F. OVERTIME ON VACATION, OPTION WEEKS OR ECB DAYS**

15
16 An employee who is on vacation, bid option week(s), or scheduled for an ECB day off,
17 including days off in conjunction with the vacation or option week(s), will not be assigned
18 (J/A) to mandatory overtime. However, he may work overtime at his option.

19
20 **G. MINIMUM CALL**

21
22 Employees who report to work on a day off will be paid for no less than four (4) hours at the
23 applicable rate unless there is more than four (4) hours work involved, in which case the
24 employee will be paid for the actual hours worked.

25
26 **H. SWAPS**

27
28 Awarded overtime shifts may only be swapped for another shift on the same day. The
29 Company's overtime liability shall not be increased as a result of shift swaps.

30
31 **I. MULTIPLE TELEPHONE NUMBERS**

32
33 An employee may list up to two (2) telephone numbers on the Overtime Availability List. An
34 attempt will be made to contact the person through both the numbers listed on the sign-up
35 sheet if the Company's electronic mail system is not being used. When the Company's
36 electronic mail system is being used, employees will be permitted to list up to two (2) email
37 addresses, including SMS text format, that the Company will use in addition to the Company
38 electronic mail system.

39
40 **J. ANSWERING MACHINE / VOICE MAIL**

41
42 When reaching an answering machine or voice mail, a message will be left informing the
43 employee that an attempt was made to contact him for overtime.

ARTICLE 5 – OVERTIME

1
2 **K. OVERTIME DURING PEAK PERIOD**
3
4 All peak period shifts not previously covered will be covered in accordance with Article 5,
5 Section B., except assignment (J/A) of employees will only occur after QMPs have been
6 allowed to pick up any remaining open shifts. Known shifts will be posted a minimum of
7 thirty (30) days in advance and awarded seven (7) days prior to the day noted in the table
8 in Section E. As other shifts become available, they will be posted and covered in
9 accordance with this paragraph.
10
11 Every attempt will be made during the peak period to equally distribute any extra work
12 among all desks.

ARTICLE 5 – OVERTIME

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 5 – OVERTIME
4

5 The parties made several changes within Article 5. The first was in Section B. before
6 overtime was awarded only within job classification. The parties agreed to language
7 removing the job classification restriction. Rather, overtime will be awarded “as equally as
8 possible” within the group as a whole with the sole limitation that the Dispatcher must be
9 qualified to perform the overtime shift awarded to him. The parties deleted what was the
10 third paragraph of the prior agreement but wanted to acknowledge in the Joint Interpretation
11 that Article 23, Section C would limit the awarding of Lead overtime opportunities to those
12 Dispatchers who are on the Lead List. Further, if the Company were to award Dispatch
13 trainer overtime it would be to a Dispatcher selected by the Company.
14

15 The second significant change was in Section E. In order to avoid phone calls in the overtime
16 award process that could sometime be disruptive, the parties devised a procedure that
17 would allow overtime to be awarded electronically via email.

ARTICLE 5 – OVERTIME

1 **ARTICLE 6 - HOLIDAYS**

2
3 **A. PAID HOLIDAYS**

4
5 The following days are designated as paid holidays:

- 6
7 New Year's Day (January 1st)
8 Memorial Day
9 Independence Day (July 4th)
10 Labor Day
11 Thanksgiving Day
12 Day after Thanksgiving
13 Christmas Day (December 25th)
14 New Year's Eve (December 31st)
15 Employee's Birthday

16
17 **B. HOLIDAY PAY**

18
19 Holiday pay will be nine (9) hours pay at the straight time (1x) rate.
20

21 **C. ELIGIBILITY**

22
23 To be eligible to receive holiday pay:

- 24
25 1. An employee must have been employed at least thirty (30) calendar days prior
26 to the observance of the holiday.
27
28 2. An employee who is scheduled to work a day which immediately precedes or
29 follows a holiday and fails to work must have an excused absence in order to
30 receive holiday pay. If the absence is due to illness or injury he may be
31 required by the Company to provide a physician's statement upon his return
32 to work in order to be eligible for holiday pay.
33

34 **D. OFF DUTY**

35
36 An active employee not working on a paid holiday will receive holiday pay.
37

38 **E. ON DUTY**

39
40 An employee working on a paid holiday will receive the rate of one and one-half times (1.5x)
41 for all hours actually worked in addition to holiday pay.
42

43 **F. SICK**

ARTICLE 6 – HOLIDAYS

1
2 An employee who is scheduled to work on a holiday and fails to work due to illness or injury
3 will receive holiday pay in addition to any accrued time off, if eligible. The Company may
4 require an employee to provide a physician's statement upon his return to work in order to
5 be eligible for holiday pay.

6
7 **G. OVERTIME**

8
9 If an employee is called in to work overtime on a holiday, the overtime will be paid at the
10 rate of double time (2x) for all hours worked, and he will also receive holiday pay.

11
12 **H. VACATION**

13
14 If a holiday falls within an employee's vacation period, he will be paid holiday pay in addition
15 to his vacation pay.

16
17 **I. REDUCED STAFFING ON HOLIDAYS**

18
19 If agreed to by the Company and Union, staffing may be reduced on a holiday (as defined
20 in Section A.) for any or all classifications. The reduction process for each classification will
21 be done separately and in seniority order. If an employee is scheduled to work a desk
22 outside of his classification, he will participate in the reduction process based on the
23 classification of the desk he is scheduled to work. If there are not sufficient volunteers then
24 the Company may reduce staffing in reverse order of seniority.

25
26 Employees will notify the Company no later than twenty-one (21) days prior to a holiday if
27 they want to be reduced. The Section Chairman and the Company will meet no later than
28 twenty-one (21) days prior to each holiday (excluding employee's birthday) to discuss a
29 reduction plan. The reduction, if agreed to, will be completed no later than fourteen (14)
30 days prior to the holiday. Any employee receiving a day off in accordance with this Section
31 will receive nine (9) hours pay at his regular hourly rate in addition to holiday pay. If the need
32 arises inside fourteen (14) days but no later than seven (7) days prior to the holiday, the
33 Company and Union will review the need to further reduce staffing. Agreement will not
34 unreasonably be withheld.

35
36 When employees are reduced on a holiday, the Company may designate one of the reduced
37 employees on each shift (i.e. AM, PM or MID) to be available to come in to work on his
38 normal shift if another employee calls in to use an option day a day at a time. This will be
39 offered in seniority order. The designated employee will call the Company one (1) hour prior
40 to the start time of his normal shift to see if he will be required to report to work. At that time,
41 the Company will either have the employee report to work or advise him that he will not be
42 required to report to work on the holiday.

43
ARTICLE 6 – HOLIDAYS

1 **J. ADDITIONAL REDUCED STAFFING**

2
3 If agreed to by the Company and Union, staffing may be reduced on the day prior to and/or
4 the day after a holiday (excluding employee's birthday). This process will work as stated in
5 Section I. above, except employees will not be required to take the day off. The Section
6 Chairman and the Company will meet no later than twenty-one (21) days prior to a holiday
7 if additional reduced staffing is being considered. If a reduction plan is agreed upon for
8 additional reduced staffing for the day prior to and/or the day after a holiday, the Company
9 will notify employees no later than fourteen (14) days prior to the holiday. Employees will
10 have until seven (7) days prior to the day staffing is being reduced to notify the Company
11 that they are requesting the day off. The reduction will be completed five (5) days prior to
12 the day staffing is being reduced. Employees electing to take the day off will have nine (9)
13 hours deducted from their ECB.

ARTICLE 6 – HOLIDAYS

1 **ARTICLE 7 - VACATION**

2
3 **A. ACCRUAL**

4
5 Employees will become entitled to and receive vacation, based on length of service with the
6 Company, in accordance with the following:

- 7
8 1. During their first (1st) year of service with the Company, employees will receive
9 vacation based on the month in which they are hired as shown below.
- | | | | | |
|----|----|--------------------------------|----|-------------------------|
| 10 | 11 | 12 | 13 | 14 |
| | a. | April, May, or June | | Five (5) vacation days |
| | b. | July, August, or September | | Four (4) vacation days |
| | c. | October, November, or December | | Three (3) vacation days |
| | d. | January, February, or March | | Two (2) vacation days |

15
16 Newly hired employees are not eligible for vacation credit or accrual until completion
17 of six (6) months active service, at which time credit will be retroactive. Employees
18 hired in August and September will have the option of bidding their accrued vacation
19 during the bid process for the next schedule year.

20
21 Each year employees will accrue on a monthly basis a pro-rata share of the vacation
22 due the next year based on his years of service. An employee will accrue a month of
23 service if he is in active service for at least one-half (1/2) of the month. Paid leaves
24 shall count as active service.

- 25
26 2. As the length of service with the Company increases past the first (1st) year
27 of service, the number of vacation days received in each year increase as
28 follows:

29	30	31	32	33	34	35	36
		<u>When employee's anniversary occurs during their:</u>				<u>They receive:</u>	
		2nd - 4th year of service				Eight (8) days	
		5th – 9th year of service				Twelve (12) days	
		10th – 18th year of service				Sixteen (16) days	
		19th – 24th year of service				Twenty (20) days	
		25th year of service or greater=				Twenty-four (24) days	

- 37
38 3. If an employee's years of service increase in the schedule year so as to
39 increase his vacation entitlement, the extra week shall be bid after the
40 employee's anniversary date, except employees hired in January, February or
41 March will have the option of bidding their additional week of accrued vacation
42 during the bid process for the next schedule year instead of during the January
43 through March time period.

ARTICLE 7 – VACATION

- 1
2 4. On April 1st of each year, employees will be credited with the number of days
3 they are eligible for in that schedule year.
4
5 5. All vacation must be used in the schedule year in which it is received, except
6 as provided in Paragraph 1. and Paragraph 3. above and Section D.
7
8 6. The Company will provide sufficient coverage for the current schedule year's
9 vacation accrual and option week(s) being bid for all employees.

10
11 **B. PAY RATE**

12
13 Vacation pay will be at the pay the employee would have received at his straight time (1x)
14 rate at the time the vacation is taken.

15
16 **C. VACATION PERIOD**

17
18 The vacation period will coincide with the schedule year. The annual vacation bid will occur
19 concurrent with the annual schedule bid and will be completed before February 15th or the
20 first business day thereafter. The Company may restrict employees from bidding vacation
21 during the peak period except during the last two (2) weeks of November the Company shall
22 make available weeks of vacation not less than fifty percent (50%) of the minimum number
23 of Relief Line Holders as determined pursuant to Article 4, Section G.

24
25 **D. VACATION CANCELLATION**

26
27 The Company may cancel awarded vacation only if extreme operational requirements of the
28 Company necessitate and the employee is notified in writing at least thirty-five (35) days in
29 advance of such cancellation. Extreme operational requirements means that a dramatic
30 change in the operations precludes the increased work load from being completed even
31 after overtime procedures have been exhausted. Prior to canceling vacation, the Company
32 will offer vacation buy back for those weeks in accordance with Section F. An employee
33 who has his vacation canceled will have the option to: 1) re-bid if additional time can be
34 made available that year; 2) carry over to the following schedule year; or, 3) be paid at a
35 rate of one and one-third (1.33x) times his straight time (1x) rate of pay.

36
37 **E. VACATION / OPTION WEEK CHANGES**

38
39 If an employee wishes to change vacation or bid option week(s) previously awarded, he may
40 do so at least thirty (30) days in advance. The vacation or bid option week(s) will be
41 rescheduled, if coverage permits, by mutual agreement with the Company. He will resume
42 his original schedule line for the days of vacation or bid option week(s) removed from the
43 work schedule.

ARTICLE 7 – VACATION

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F. VACATION BUY BACK

The Company may on an annual and/or monthly basis offer to buy back vacation. The weeks subject to buy back will be published at least two (2) weeks prior to the beginning of any month. Within seven (7) days, any employee willing to sell his vacation week(s) must notify the Company in writing. Vacation will be bought back in seniority order by classification. Vacation will only be bought back in weekly increments and with the employee's consent. Vacations bought back, instead of taken, will be paid at the rate of one and one-third (1.33x) times the employee's regular hourly rate.

ARTICLE 7 – VACATION

1 **ARTICLE 8 - SENIORITY**
2

3 **A. DISPATCH GROUP SENIORITY**
4

5 Dispatch Group seniority will commence with the date the employee is assigned to Flight
6 Control as a covered employee and will continue to accrue seniority except as provided in
7 this Agreement. Employees assigned the same date will have their Dispatch Group seniority
8 determined by their Company seniority. If a tie remains after comparing Company seniority,
9 the tie will be broken by age, with the oldest being the more senior.

10
11 **B. DISPATCH GROUP SENIORITY LIST REVIEW**
12

13 Upon hiring new employees, the Company will post an updated Dispatch Group Seniority
14 List by the end of the calendar month in which an employee was hired. Within thirty (30)
15 calendar days of posting, the new hire employee(s) may protest their date of assignment or
16 relative ranking on the list. Upon presentation by an employee or his representative of proof
17 of error, such error will be corrected. If the seniority date or ranking is not protested within
18 the prescribed time limit, such date and ranking will stand as correct and official on all
19 subsequent lists.

20
21 The Company will post and send via e-mail to all employees the Dispatch Group Seniority
22 List annually no later than January 1st after consulting with the Section Chairman. Omission
23 of names from the list or typographical errors will be corrected at any time upon presentation
24 of proof of such error but at no time will an employee's relative ranking change with respect
25 to other employees except as provided for in this Agreement.
26

27 **C. PAY ANNIVERSARY DATE**
28

29 Seniority for pay purposes will commence with the date of placement on the Dispatch Group
30 Seniority List.
31

32 **D. APPLICABILITY**
33

34 Dispatch Group seniority will govern as in the case of bidding for work schedules and
35 vacations, displacements, reductions in force, and re-employment, except as otherwise
36 provided in this Agreement.
37

38 **E. PROMOTIONS FROM THE CRAFT OR CLASS**
39

40 Any employee promoted into Company management does not have the option of returning
41 to class or craft.
42

43 **F. LOSS OF SENIORITY**

ARTICLE 8 – SENIORITY

1
2 An employee will lose seniority and be removed from the Dispatch Group Seniority List if:

- 3
4 1. The employee resigns or retires;
5
6 2. The employee is discharged;
7
8 3. The employee does not inform the Company within fourteen (14) calendar days
9 after issuance by the Company, by certified mail, of a notice of recall, of his
10 intent to return to work; or if the employee fails to report to work within twenty-
11 one (21) calendar days of the issuance by the Company, by certified mail, of a
12 notice of recall;
13
14 4. The employee fails to return from a leave of absence;
15
16 5. [Left blank]
17
18 6. Not recalled from furlough within five (5) years;
19
20 7. As otherwise provided for in this Agreement.
21

22 **G. ADDRESS CHANGE**
23

24 It is the sole responsibility of each employee to keep on file with the Company his current
25 address and telephone number and to notify the Company in writing of any change of
26 address, telephone number or e-mail address. The Company will have no obligation to
27 issue a notice of recall to an employee at other than the last address and telephone number
28 on file with the Company at the time the notice is issued. The Company will have no liability
29 to an employee who is passed over for recall or terminated under Section F. of this Article
30 as a result of the employee's failure to meet his responsibility under this Section.
31

32 **H. RESIGNATION**
33

34 If any employee who has resigned from the Company is re-employed, he will be considered
35 as a new employee.

ARTICLE 8 – SENIORITY

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 8 – SENIORITY
4

5 The parties agreed that Article 8 could be carried into the new contract without any changes.
6 There were discussions in the context of the Article regarding how and when a dispatcher's
7 absences might result in discipline. The parties discussed this topic and agreed that any
8 discipline by the Company would have to satisfy the just cause standard. The parties agree
9 that the level of discipline would depend on the facts of the particular case.

ARTICLE 8 – SENIORITY

1 **ARTICLE 9 – PROBATION**

2
3 **A. PROBATION**

4
5 Employees will be on probation for the first 365 calendar days of accumulated active service
6 as an employee on the Dispatch Group Seniority List. An employee will cease accruing
7 active service for purposes of probation if he is absent or on unpaid leave for more than
8 seven (7) continuous calendar days.

9
10 **B. SEPARATION**

11
12 During his probationary period, an employee may be separated from the Company for any
13 reason at the Company’s option without recourse to the grievance procedure. However, an
14 employee on probation may have a Union representative present at an investigation or
15 disciplinary hearing if he requests. Termination of an employee’s employment during his
16 probationary period will result in the removal of such employee from the Dispatch Group
17 Seniority List.

18
19 **C. AIRCRAFT DISPATCHER CERTIFICATE**

20
21 An employee who does not hold an Aircraft Dispatcher Certificate will be required to obtain
22 one within 365 calendar days after placement on the Dispatch Group Seniority List.

23
24 **D. CURRENT STATUS**

25
26 Application of this Article will be retroactive. Time already worked will be considered to apply
27 to these limitations.

ARTICLE 9 – PROBATION

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 9 – PROBATION

4
5 The parties agreed to the addition of language in Section B which establishes that a
6 probationary employee, even though he has no recourse if terminated, will still have the right
7 to Union representation at any investigatory or disciplinary hearing.

ARTICLE 9 – PROBATION

1 **ARTICLE 10 - LEAVES OF ABSENCE**

2
3 **A. MEDICAL**

4
5 When a leave of absence is granted to an employee for any sickness or injury, seniority will
6 continue to accrue for pay purposes for a period of twelve (12) months. Seniority for other
7 purposes will continue to accrue for a cumulative total of five (5) years. After a leave of
8 absence of five (5) continuous years, his seniority shall be considered broken and his name
9 shall be removed from the Dispatch Group Seniority List. Any leave granted in accordance
10 with this section will run concurrently with any leave to which the employee may be entitled
11 under the Family and Medical Leave Act of 1993 (FMLA), as amended, for the employee's
12 own serious health condition.

13
14 **B. PERSONAL**

15
16 When the requirements of the service will permit, as determined by the Company, an
17 employee may be granted a leave of absence not to exceed ninety (90) calendar days, and
18 with Company approval, may be extended an additional ninety (90) calendar days. Any
19 leave granted in accordance with this section will run concurrently with any leave to which
20 the employee may be entitled under the FMLA in connection with a serious health condition
21 of a family member or with parental bonding following the birth or adoption of a child or the
22 placement of a child in foster care.

23
24 **C. MATERNITY / PATERNITY LEAVE**

25
26 Maternity leave for female employees will be granted for up to one (1) month before her due
27 date and two (2) months after birth or for such period of time as her physician determines
28 that she is physically unable to perform her normal duties. Any leave granted in accordance
29 with this paragraph, in connection with an employee's own pregnancy will run concurrently
30 with any leave to which the employee may be entitled under the FMLA. An employee on
31 maternity leave shall be entitled to disability benefits in accordance with the terms of the
32 UPS Health and Welfare Package Plan. During any period a female employee is on leave
33 but physically able to perform her normal duties, she shall have the right to utilize any
34 accrued time off and vacation.

35
36 A leave of absence will be granted, for a male employee whose spouse is pregnant. The
37 leave shall be for a period not to exceed two (2) weeks, to commence at the employee's
38 discretion, at either the date of birth or the date the spouse is released from the hospital.
39 For any leave granted under this paragraph, the employee's Health and Welfare benefits
40 will be provided by the Company for up to two (2) weeks. Notwithstanding other provisions
41 of this paragraph, any employee who qualifies for the FMLA coverage shall be granted all
42 rights and privileges by that Act.

43
ARTICLE 10 – LEAVES OF ABSENCE

1 **D. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

2
3 An employee will be granted up to ninety (90) days of unpaid family leave in any twelve (12)
4 month period for the purpose of taking care of a severely or terminally ill child, members of
5 his immediate family (i.e. siblings, spouse, or parents), or other purposes provided for by
6 the FMLA. Such leaves will be granted in accordance with the FMLA. Leaves provided by
7 this section will remain effective by contract regardless of any future repeal of the Act or
8 court ruling construing the FMLA as inapplicable to Dispatchers.

9
10 **E. MILITARY**

11
12 The rights of employees to obtain a military leave of absence and their rights upon return
13 from military leave of absence will be in accordance with applicable United States law.
14 Employees involved in short-term military duty (i.e. reserve drills) must provide the Company
15 with a copy of their orders and will be governed by the Company's policies.

16
17 **F. UNION**

18
19 An employee accepting a full time position as an International Representative of the Union
20 or a full time position with the Local Union will be granted an unpaid leave of absence for up
21 to twelve (12) consecutive months. During such leave, the employee will continue to accrue
22 seniority. A Union leave of absence can be extended in up to twelve (12) month increments.

23
24 If staffing levels permit, employees on TWU business will be granted a Union leave of
25 absence upon request of the TWU. The Company will bill the TWU for the employee's lost
26 time and benefits (as agreed upon) and the TWU will reimburse the Company for that time.
27 Extensions to Union leaves will be requested with sufficient notice to ensure adequate
28 staffing levels. The employee will remain on the Company payroll during this leave.

29
30 **G. RETURN FROM LEAVE**

31
32 An employee on a leave of absence without a scheduled date of return must provide the
33 Company with his intention to return to work not later than thirty-one (31) calendar days prior
34 to the anticipated date of return. The employee returning from any leave covered in this
35 article will work the remainder of the schedule line that he was awarded. Employees with
36 relief lines will be entitled to a pro-rata share (fractions will be rounded to the nearest whole
37 number) of the thirteen (13) days off required in the calendar month in which they return and
38 will be assigned any open shifts available on their scheduled work days. If the employee did
39 not participate in the annual schedule bid, the Company will build a schedule line for the
40 remainder of the schedule year in accordance with this Agreement.

41
42 Any employee returning from a leave of absence will be provided all upgrade or recurrent
43 training necessary to enable him to return to the position he held when he left. In the event

ARTICLE 10 – LEAVES OF ABSENCE

1 the Company has to delay such training, an employee may be utilized in a lower job
2 classification and will receive the rate of pay for the classification that he occupied prior to
3 his departure. The required training must begin within ninety (90) days of the employee's
4 return.

5
6 Employees will be permitted to return from a leave granted for reason of sickness or injury
7 upon the presentation of Doctor's note returning them to full duty provided that the Company
8 may require a Return-to-Work examination in some cases.

9
10 **H. EMPLOYMENT WHILE ON LEAVE**

11
12 An employee on leave from the Company who engages in gainful employment outside the
13 Company without prior written permission from the Company will be subject to disciplinary
14 action.

15
16 **I. USE OF SICK/OPTION WEEK(S) AND VACATION WHILE ON LEAVE**

17
18 During any leave of absence, an employee will have the right to utilize any accrued time off
19 and then any accrued vacation he may have to avoid loss of pay. Thereafter, the employee
20 shall have the right to utilize any time credited in the employee's earned compensation bank
21 (ECB).

22
23 **J. BIDDING WHILE ON LEAVE OF ABSENCE**

24
25 An employee on any leave of absence will be allowed to participate in the annual bid if he is
26 scheduled to return to work for more than six (6) months of the year.

27
28 **K. BENEFITS DURING LEAVES OF ABSENCES**

29
30 Employees who are on approved unpaid leaves of absence will be eligible to participate in
31 the Company's medical and insurance programs in accordance with Company policy.
32 Employees on paid leaves of absence will continue to receive all benefits.

33
34 **L. TRAVEL BENEFITS**

35
36 Employees who are on approved leaves of absences will continue to be eligible for travel
37 benefits in accordance with Company policy and jumpseat privileges except as set forth in
38 the Company's Flight Operations Manual.

39
40 **M. DISPATCHER ASSISTANCE LEAVE**

- 41
42 1. The Company agrees to implement an Employee Assistance Plan (EAP) for
43 Dispatchers no less beneficial than the EAP for Crewmembers.

ARTICLE 10 – LEAVES OF ABSENCE

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2. A Dispatcher who voluntarily, either on his own initiative or at the request of the UPS Employee Assistance Plan (EAP) for Dispatchers, seeks rehabilitation for drug or alcohol misuse shall be permitted to take a leave of absence for the purpose of undergoing treatment, rehabilitation, and recertification. A Dispatcher may voluntarily seek such a leave of absence prior to notification of a drug or alcohol test which subsequently is verified as positive or conduct subject to termination pursuant to Article 28. Leaves will be granted for six (6) months and may be extended if medically necessary. A leave under this paragraph may be taken on a one time per career basis. An employee on EAP leave shall be entitled to disability benefits in accordance with Article 24.
 3. A Dispatcher who has taken a leave under Paragraph 2. above and returns to work shall be allowed a second leave of absence for the purpose of drug or alcohol rehabilitation through the UPS EAP up to the maximum of six (6) months which may be extended by mutual agreement. The leave must be voluntary as defined in Paragraph 2. above, and requested prior to the notification of any FAA required drug test which subsequently is verified as positive or conduct subject to termination pursuant to Article 28. Such leave will be without benefits of any kind, without pay and without accrual of longevity.
 4. If a Dispatcher successfully completes rehabilitation, the Dispatcher will be returned to his former position, provided that such return occurs within eighteen (18) months of the initial commencement of treatment and is otherwise in accordance with the existing Agreement.
 5. The UPS EAP will adopt for Dispatchers the principles and structure of the FAA sponsored Human Intervention Motivation Study (HIMS). The program will operate according to the United Parcel Service Co. Drug and Alcohol Rehabilitation Program for Dispatchers and subsequent revisions agreed to by UPS and TWU. The program requires the participation of the Plan's Administrator, the involved Dispatcher's Medical Sponsor, the TWU Drug and Alcohol Abuse Committee, and the Company Sponsor.
 6. FAA required drug and alcohol testing will continue to be performed in accordance with Article 28.
 7. This Section does not amend or alter the disciplinary provisions of Article 28 with regard to positive alcohol or drug tests. Likewise, this Section does not prevent the Company from disciplining Dispatchers for using alcohol or illegal drugs on the job or within four (4) hours of a scheduled shift. In addition, the Company may terminate any Dispatcher who refuses rehabilitation after being evaluated by a Substance Abuse Professional who recommends the Dispatcher receive treatment. The

ARTICLE 10 – LEAVES OF ABSENCE

1 Company may also take appropriate disciplinary action in the event a Dispatcher
2 refuses evaluation after an intervention. In no event will disciplinary action be based
3 on information gathered through the UPS EAP program. Dispatchers may grieve
4 disciplinary action of any kind using the procedures of Article 14 and any discipline
5 shall be for just cause.

ARTICLE 10 – LEAVES OF ABSENCE

1 **ARTICLE 11 - SICK/OPTION WEEKS**

2
3 **A. ELIGIBILITY**

4
5 On April 1st of each year of this Agreement, all employees who have worked at least
6 seventeen (17) weeks in the prior schedule year will be credited with one (1) option week.
7 All employees who have worked at least thirty-four (34) weeks in the prior schedule year will
8 be credited with one (1) additional option week. Option weeks may, at the employee's option,
9 be taken in accordance with Section B. below, C. below, or be bid in accordance with Article
10 23.

11
12 Employees who did not receive any option weeks on April 1st will receive one (1) option
13 week upon completion of seventeen (17) weeks active service provided the seventeen (17)
14 weeks is completed by September 1st. After the option week is received, it may be bid during
15 available weeks in the current schedule year, or be used in accordance with Section C.
16 below.

17
18 For a week to count for the thirty-four (34) or seventeen (17) week requirement, an employee
19 must have worked at least ninety percent (90%) of his scheduled workweek. All days worked
20 outside the employee's normal schedule, military leave, funeral leave, jury duty, holidays,
21 vacation, completed shift trades, option weeks, option days, accrued time off, and any other
22 time spent in active service shall count as time worked.

23
24 **B. OPTION WEEKS AS PAY**

25
26 Employees choosing pay will be paid for the option week(s) at forty-five (45) times their
27 normal pay. Option week(s) bid in accordance with Article 23 will be paid at forty-five (45)
28 times their normal pay. An employee who has not bid any option weeks in accordance with
29 Article 23 will be paid for one (1) of his options weeks on the last Friday of September and
30 have a second option week treated in accordance with Section C. below. An employee
31 who bids one (1) of his option weeks in accordance with Article 23 will have the second
32 week treated in accordance with Section C. below.

33
34 **C. DAY AT A TIME**

35
36 Unless an employee has bid both of his option weeks in accordance with Article 23, one (1)
37 option week will remain available throughout the schedule year to be used a day at a time.
38 If during that schedule year an employee is absent from work for any reason, except for
39 approved leaves of absence pursuant to Article 10 or paid absences pursuant to Articles 12
40 or 13, the option week will be paid out a day at a time.

41
42 When utilizing an option week one (1) day at a time, the employee will be required to contact
43 the Company at least two (2) hours prior to the beginning of his scheduled shift for illness or

ARTICLE 11 – SICK/OPTION WEEKS

1 injury of the employee or an immediate family member. If an option day is used for reasons
2 other than illness or injury of the employee or an immediate family member, there must be
3 a written request submitted for approval by the employee to the Company at least seven (7)
4 calendar days prior to the requested day of absence. The Company will respond to the
5 employee's request within twenty-four (24) hours. Such days shall be paid at nine (9) hours
6 times the employee's normal pay. If an employee does not use his option week one (1) day
7 at a time, he will be paid forty-five (45) times his normal pay on the last Friday of the schedule
8 year or have his option week bank credited with forty-five (45) hours. If an employee has
9 used some portion of his option week, then the remaining days (i.e. based on a thirty-six
10 (36) hour week) of that week will be paid on the last Friday of the schedule year or have the
11 unused portion credited to his option week bank.

12
13 **D. BONUS**

14
15 If an employee does not use his option week one (1) day at a time per Section C. above,
16 and has not been absent from work for any reason except approved paid absences or a
17 military leave of absence, he will be entitled to a bonus of thirty-six (36) hours at his normal
18 pay. This bonus will be paid on the last Friday of the schedule year or be credited to his
19 option week bank.

20
21 **E. ACTIVE EMPLOYMENT**

22
23 An employee must be actively on the payroll at the time the option week(s) are earned,
24 taken, and/or paid. The option week(s) are not subject to any pro-rata provision.

25
26 **F. OPTION WEEK BANK**

27
28 Each employee will be permitted to maintain an Option Week Bank. Hours will be
29 accumulated according to Section C & D above to a maximum of seventy-two (72) hours.
30 The accumulated time will be paid out as follows:

- 31
32
- 33 1. Utilized one (1) day at a time in accordance with Section C above;
 - 34
 - 35 2. Hours may be deducted from the bank to cover early departures from work if they
36 are approved by the Company; or
 - 37
 - 38 3. In the event of an absence from work due to an approved leave under the FMLA.
 - 39

40 If Option Week Bank hours are used by an employee, he shall not be eligible for the bonus
41 provided by Section D. above.

42
ARTICLE 11 – SICK/OPTION WEEKS

- 1 Any unused hours in the bank will be paid to an employee when his employment with the
- 2 Company ceases for any reason.

ARTICLE 11 – SICK/OPTION WEEKS

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 11 – SICK/OPTION WEEKS
4

5 The parties agreed to several changes in Article 11. The majority of the changes are in
6 connection with the creation of an Option Week Bank at the Union’s request. In Sections C.
7 and D. the parties agreed that an employee could make an election each year to place
8 unpaid option hours or the attendance bonus hours into their Option Week Bank. They can
9 place any portion of those hours into their Bank, so long as the Bank does not exceed
10 seventy-two (72) hours. In order to place the bonus or unpaid option hours into the bank,
11 the employee must provide written notice to the Company at least ten (10) calendar days
12 before the hours would be paid to the employee.
13

14 The new Option Week Bank provisions are included in Section F. The parties believe the
15 new language is clear and unambiguous but want to clarify a couple of items. First, any
16 hours will automatically paid out to the employee at his then current rate upon the
17 occurrence of any of the three (3) conditions specified in the section. The second clarification
18 is that the provision on an employee losing the right to an attendance bonus, only applies to
19 the bonus he would have received in the year in which the Option Week hours was paid out.
20

21 The second change in the Article makes it clear that if an employee is only absent during
22 the year to an approved military leave he would still be eligible for the attendance bonus.
23 The one exception is if an employee is on a military leave for the entire year and performs
24 no work. In that case the bonus would not be paid.

ARTICLE 11 – SICK/OPTION WEEKS

ARTICLE 12 - BEREAVEMENT

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Three (3) workdays of bereavement leave at the straight time (1x) rate of pay will be extended to an employee in the event of a death in the employee's immediate family. Immediate family means spouse, child, legally adopted child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law. There is no minimum funeral leave benefit. Compensation will only be paid for scheduled work days actually taken off.

A fourth (4th) day may be granted on the day following the funeral when the employee is required to travel 350 miles or more, as established by the AAA mileage charts, from the location of the funeral to the employee's home. In order to qualify for this additional leave, the day following the funeral must be a regularly scheduled workday for the employee.

An employee shall be allowed one (1) day off to attend the funeral of a sister-in-law or brother-in-law. Reimbursement for this day shall be the same as outlined above, excluding the additional travel day.

If an employee requires additional time off, it will be granted as a personal leave of absence as described in Article 10.

In the event that a death of a member of the employee's immediate family immediately precedes the employee's scheduled vacation, resulting in the funeral occurring during said vacation, the employee shall have the option of rescheduling the vacation to a later available period within that schedule year.

Probationary employees with ninety (90) days or less active service will be granted the same time off without pay as outlined above.

ARTICLE 12 – BEREAVEMENT

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 12 - Bereavement

4
5 The parties agreed that Article 12 could be carried into the new contract without any changes
6 with the understanding that an employee's request to attend a memorial service not held
7 immediately after the death of the family member will be considered and approved by the
8 Company, if reasonable.

ARTICLE 12 – BEREAVEMENT

1 **ARTICLE 13 - JURY DUTY**

2
3 **A. SUMMONS**

4
5 When an employee is summoned or subpoenaed for jury duty, he will notify his Manager as
6 soon as possible and give him a copy of the court notices. The employee will receive his
7 normal compensation, exclusive of overtime, and be released from all duty from the time he
8 is required to report for jury duty until he is officially released from jury duty.
9

10 **B. DUTY FREE PERIOD**

11
12 Before reporting for jury duty, an employee will have a minimum of ten (10) hours off
13 between the last hour worked and the report time for jury duty. Whenever an employee is
14 released from jury duty he will have to report his availability to return to work, and will be
15 required to return to work no sooner than ten (10) hours after being released from jury duty.
16

17 **C. CALL-IN REQUIREMENT**

18
19 If an employee must call the court to ascertain if he is required to report for jury duty, he will
20 notify the Company as soon as he is made aware by the court that he is required to report
21 so that the ten (10) hour off duty provision may be enacted.
22

23 **D. WEEKEND**

24
25 An employee who is scheduled to work a weekend as a part of his schedule shall be required
26 to report to work in accordance with Section B. and C. above. However, if the employee
27 has actually served on a jury on the two (2) days preceding the weekend and is scheduled
28 for jury duty the next week, he shall not be required to report to work.
29

30 **E. GRAND JURY**

31
32 These provisions do not apply to Grand Jury duty unless the jury is convened and the
33 employee is required to report.
34

35 **F. JURY DUTY PAY**

36
37 Any fees received from the courts for jury duty will be paid to the Company if the employee
38 is pay protected for the time off.
39

40 **G. SUBPOENA**

41
42 Time spent in compliance with a court ordered subpoena as a witness will be without pay
43 but with no loss of seniority.

ARTICLE 13 – JURY DUTY

1
2 In the event an employee is subpoenaed to testify as a fact witness in court concerning a
3 criminal action in which neither he, nor a relative is a party, he shall receive his normal
4 compensation, exclusive of overtime, and shall be excused from all duties on the days he is
5 required to be available to appear in court.

6
7 In the event an employee is subpoenaed to testify in Court concerning an accident involving
8 UPS equipment, or as a result of a subpoena issued by the Company, he shall receive his
9 normal compensation, exclusive of overtime, and shall be excused from all duties on the
10 days he is required to be available to appear in court. He shall be reimbursed for all
11 expenses incurred.

ARTICLE 13 – JURY DUTY

1 **ARTICLE 14 - GRIEVANCE & DISCIPLINE**

2
3 **A. FIRST STEP**

4
5 An employee who believes that he has been unjustly dealt with because of improper
6 application or interpretation of this Agreement must, after verbally trying to resolve the issue
7 with the Company representative to whom he directly reports, present his grievance through
8 his Union representative to management within fourteen (14) calendar days from the date
9 he would reasonably have knowledge of the facts upon which the grievance is based.
10 Management will evaluate the grievance and render its decision within fourteen (14)
11 calendar days. The grievance will be considered advanced to the next step if the Company
12 fails to respond within the time limits.

13
14 **B. SECOND STEP**

15
16 If the grievance is still not settled, it must be submitted to the Division Manager of the Flight
17 Control department within fourteen (14) calendar days from the date of management's
18 decision in step one or the grievance will be considered to have been withdrawn by the
19 Union. The Division Manager of the Flight Control department and the Division Manager of
20 Labor Relations will meet with the Union or their designees within thirty (30) calendar days
21 of the date of the submission to evaluate the grievance. They will render a decision in writing
22 within fourteen (14) calendar days from the date of the meeting. The grievance will be
23 considered advanced to the next step if the Company fails to respond within the time limits.

24
25 **C. THIRD STEP**

26
27 If no satisfactory adjustment is reached in the previous step, the grievance must be appealed
28 to the UPS/TWU System Board of Adjustment (UPS/TWU SBA), as set forth in Article 15,
29 within fourteen (14) calendar days from the date of the Division Manager of Flight Control's
30 decision in step two (2), or the grievance will be considered to have been withdrawn by the
31 Union.

32
33 **D. GRIEVANCE HANDLING**

34
35 Designated Union representatives will be allowed necessary time for authorized Union
36 business during working hours, consistent with the needs of service, as determined by the
37 Company. Authorized Union business is that relating to the investigation of grievance
38 disputes, disciplinary action hearing, and grievance meetings with officials of the Company.
39 In the conduct of authorized Union business the representative will request permission to
40 be absent from his Manager or designee, provide the reason therefore, and notify his
41 Manager of his return. The Union may file or process a grievance on behalf of any employee
42 or group of employees. In order for an employee to receive an individual remedy on a group

ARTICLE 14 – GRIEVANCE & DISCIPLINE

1 grievance, the employee must provide a written designation that he is joining the group
2 grievance within the time limits set forth in Section A. above.

3
4 **E. COMPANY GRIEVANCE**

5
6 The Company has the right to file a grievance on matters it deems appropriate and the
7 grievance will be referred directly to the UPS/TWU SBA. Any expenses incurred by the
8 Union in accordance with such grievance will be borne equally by the Company and the
9 Union.

10
11 **F. TIME LIMITS**

12
13 The time limits specified in this Article may be extended by the mutual agreement of the
14 parties to this Agreement. Requests for extensions and responses to them by either party
15 will be in writing.

16
17 **G. SHOP STEWARDS**

18
19 The Union will provide the Company with a current listing of Local Union representatives
20 and Shop Stewards as changes occur.

21
22 **H. FLIGHT DATA, ACARS, AND OTHER RECORDERS**

23
24 Information obtained from any recording device may be used as a basis for corrective action,
25 but shall not be the sole grounds for disciplinary action against an employee.

26
27 **I. DISCIPLINE, SUSPENSION OR DISCHARGE**

- 28
29 1. An employee being questioned by Company representatives in the
30 investigation of an incident that may result in disciplinary action being taken
31 against him will be informed of his right to have a Union representative present
32 before such questioning begins. The foregoing will not apply to inquiries of
33 employees by management in the normal course of business.
34
35 2. The employee and the Union will be advised in writing if he is being removed
36 from duty pending the outcome of an investigation and the reason(s) for this
37 action.
38
39 3. No employee will be disciplined to the extent of loss of pay or discharge without
40 being advised in writing of the charge(s) against him leading to such action.
41 Such notice shall be presented to the employee not later than thirty (30)
42 calendar days from the time the Company would reasonably have knowledge
43 of the facts upon which such charge(s) is based, with a copy to the Union.

ARTICLE 14 – GRIEVANCE & DISCIPLINE

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4. An employee suspended or discharged will be granted a special hearing, providing a request is made in writing to the Division Manager of the Flight Control department, with a copy to the Union within fourteen (14) calendar days of the suspension or discharge. The employee and the Union will attend the meeting that will be held within ten (10) business days of receipt of such request. Within five (5) calendar days after the close of such investigation or hearing, the Company shall render its decision in writing, to the employee and the Union. If the decision reached as a result of the hearing is not satisfactory to the Union, the case may be appealed to the UPS/TWU SBA, if filed within fourteen (14) calendar days from the date of the Company's decision.
 5. If, as a result of any hearing or appeal therefrom, an employee is totally or partially exonerated, the employee's personnel record will be cleared of the unsubstantiated charge(s) upon which the discipline or discharge was based, consistent with the award, and if the employee has been held out of service, such employee will be reinstated with full seniority and longevity and made whole for any lost pay and benefits consistent with the award.
 6. Recording devices will not be used in any step of the grievance process, except arbitration, unless mutually agreed upon by the parties.

ARTICLE 14 – GRIEVANCE & DISCIPLINE

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 14 – GRIEVANCE & DISCIPLINE
4

5 The parties agreed to three (3) changes in Article 14. The first change was made in both
6 Sections A and B. The new provisions provide that if the Company were ever to fail to
7 respond to a grievance in accordance with the time limits of the contract the grievance in
8 question would be treated as automatically denied and advanced to the next step in the
9 grievance process. The change was made to ensure that the processing of a grievance
10 would not be delayed due to the Company's failure to respond in the contractual time limit.
11

12 The next change in Article 14 was in Section D. The parties added language establishing
13 the Union's right to file a grievance on behalf of one or more employees. We also added
14 language that if an individual employee wants to be considered for a remedy under the class
15 grievance he must file a written statement indicating that he has experienced the same
16 contractual violation and wants to be covered by the class grievance. This statement must
17 be filed within the time limits provided in Section A. of Article 14. The parties added this
18 provision to avoid any disputes as to which employees are covered by a class grievance
19 and to give the Company notice as to when situations are occurring that might be covered
20 by the class grievance.

ARTICLE 14 – GRIEVANCE & DISCIPLINE

1 **ARTICLE 15 - SYSTEM BOARD OF ADJUSTMENT**

2
3 **A. BOARD**

4
5 In compliance with Title 2, Section 204 of the RLA, there is hereby established a UPS/TWU
6 System Board of Adjustment (SBA) and an Arbitration System Board of Adjustment (ASBA),
7 for the purpose of adjusting and deciding disputes or grievances which may arise under the
8 terms of this Agreement, and which are properly submitted to it after exhausting the
9 procedure for settling disputes as set forth under Article 14 of this Agreement.

10
11 **B. COMPOSITION**

12
13 The UPS/TWU SBA will consist of four (4) members: two (2) selected by the Company, and
14 two (2) selected by the Union. The Arbitration SBA will consist of three (3) members: one
15 (1) selected by the Company, one (1) by the Union, and one (1) impartial member selected
16 by the parties to this Agreement.

17
18 **C. MEMBERS**

19
20 Appointments of the Company and Union members of the two (2) SBAs will be made by the
21 parties within thirty (30) calendar days from the date of the signing of this Agreement. The
22 Chairmanship of both SBAs will rotate between parties annually. The Chairman will be the
23 recipient of all submissions to the SBAs.

24
25 **D. MEETING LOCATION**

26
27 The UPS/TWU and Arbitration SBAs will meet in Louisville, Kentucky unless the Company
28 and the Union agree to a different location to hear the grievance(s) assigned to it.

29
30 **E. DISPUTES**

31
32 The UPS/TWU SBA and Arbitration SBA will consider any dispute properly submitted to it
33 by the Company or the Union, when such dispute has not been previously settled in
34 accordance with the terms of this Agreement. The UPS/TWU SBA and Arbitration SBA will
35 be scheduled to hear the dispute at a mutually agreed upon time.

36
37 All disputes submitted to the UPS/TWU SBA and Arbitration SBA will be addressed to the
38 Chairman and will include:

- 39
40 1. question(s) at issue;
41 2. statement of facts;
42 3. position of grievant(s);
43 4. position of the Company, if known; and

ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

1 5. copy of the original grievance.
2

3 No matter will be considered by the UPS/TWU SBA that has not first been handled in
4 accordance with the Appeals provisions of this Agreement, except for Company
5 submissions.
6

7 **F. APPEALS TO THE ARBITRATION SBA**
8

9 If a case deadlocks at the UPS/TWU SBA, either party may appeal the deadlock to the
10 Arbitration SBA within ten (10) calendar days by written notice to the other party. If no notice
11 is served, the case shall be considered withdrawn and fully resolved. If notice is served, the
12 parties shall request a panel of seven (7) neutrals from the NMB. The parties will then use
13 an alternate striking method until one neutral is remaining to hear the dispute.
14

15 **G. JURISDICTION**
16

17 The UPS/TWU and Arbitration SBAs will have jurisdiction over disputes between any
18 employee and the Company growing out of grievances or out of interpretation or application
19 of any terms of this Agreement. The jurisdiction of the Board shall not extend to proposed
20 changes in hours of employment, rates of compensation, or working conditions covered by
21 this or other existing Agreements between the parties hereto.
22

23 **H. EMPLOYEE REPRESENTATION**
24

25 Employees may be represented by their Union representative. The Company or the Union
26 may be represented by such person as they may designate. Evidence may be presented
27 orally or in writing, or both.
28

29 **I. WITNESSES**
30

31 Both the Company and the Union may provide their own witnesses for their presentation.
32 Normally, not more than four (4) witnesses will be called by either party to testify concerning
33 the same event, transaction, or policy, unless a majority of the Board determines such
34 testimony is necessary for a fair resolution of the case. The Board may restrict redundant or
35 irrelevant testimony.
36

37 Any Board member may summon material witnesses to a Board hearing who are Company
38 officials, Union members, or Company personnel not represented by the Union. The Board
39 member may summon these adverse witnesses only after requesting approval of same in
40 writing from at least one (1) Board member from the other party of the Board and provided
41 that the adverse witness is available. Such approval will not be unreasonably withheld. Such
42 other concurring Board member and witness must be so notified at least one (1) week prior
43 to the scheduled Board date.

ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

1
2 Time granted off in accordance with this Section will not affect an employee's pay or benefits.
3

4 **J. DECISION**

5
6 Decisions of the UPS/TWU or Arbitration SBA will be rendered within thirty (30) calendar
7 days after the close of the hearing, unless otherwise mutually agreed, and a majority vote
8 of the members of the respective SBA will be necessary to reach such decision, which will
9 be final and binding upon the Company, the Union, and the employee who has filed the
10 grievance.
11

12 **K. TIME LIMITS**

13
14 The time limits specified in this Article may be extended by mutual agreement of the parties
15 to this Agreement.
16

17 **L. RECORD KEEPING**

18
19 The UPS/TWU and Arbitration SBAs will compile a complete record of all matters submitted
20 to it for its consideration and of all findings and decisions made by it. Each party will be
21 responsible for maintaining its own records.
22

23 **M. EXPENSES**

24
25 The expenses and compensation of the neutral selected and other expenses deemed
26 necessary will be borne equally by the parties.
27

28 **N. TRANSPORTATION AND EXPENSES**

29
30 Each of the parties will assume the compensation and expenses of its UPS/TWU and
31 Arbitration SBA member(s), representatives, and any witness called or summoned by the
32 party. The Company will provide space available jumpseat transportation on Company
33 aircraft over its lines at a priority immediately ahead of subload and in accordance with
34 existing Federal regulations for any Board member or Company employee who is called or
35 summoned as a witness. All witnesses approved in accordance with Section I. above and
36 grievants attending a UPS/TWU or Arbitration SBA hearing will be granted necessary time
37 off to attend.
38

39 **O. DISCHARGE OF DUTY**

40
41 It is understood and agreed that a member of either the UPS/TWU or Arbitration SBA will
42 be free to discharge his duty in an independent manner without fear that his individual
43 relations with the Company or the Union may be affected in any manner.

ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

1
2 **P. SCHEDULING**
3
4 The UPS/TWU SBA or Arbitration SBA will be scheduled as necessary by mutual agreement
5 of the parties.

ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

4
5 The parties agreed to make one change in Article 15. In Section E. the parties agreed to
6 new language indicating that the parties will mutually agree on the date and location for any
7 UPS/TWU System Board or Arbitration SBA.

ARTICLE 15 – SYSTEM BOARD OF ADJUSTMENT

1 **ARTICLE 16 - FURLOUGH ALLOWANCE**

2
3 **A. ALLOWANCE**

4
5 When an employee has completed one (1) or more years of Company service, he will be
6 paid furlough allowance at the rate of two (2) weeks of pay, at his straight time (1x) rate, for
7 each full year of service with the Company up to a maximum of thirteen (13) weeks. A four
8 (4) week written notification of furlough or pay in lieu thereof will be provided to employees.
9

10 **B. RE-ACCRUAL**

11
12 An employee returning to the service of the Company after being on furlough will be credited
13 upon re-employment with any unused furlough allowance. In the event he is again laid off
14 under conditions entitling him to furlough allowance, he will be entitled to an amount
15 computed on years of compensated service with the Company after the date of such return
16 to the Company's service, plus such amount credited to him upon re- employment.
17

18 **C. DISALLOWANCE**

19
20 Employees who are eligible to exercise any seniority or transfer rights afforded them under
21 this Agreement to remain in active service with the Company, or accept employment with
22 the Company, will not be eligible for furlough allowance. Employees who resign, retire or
23 are discharged for cause are not entitled to the furlough allowance.
24

25 **D. UNION NOTIFICATION**

26
27 When a reduction in personnel is deemed necessary, the Company will notify and confer
28 with the Section Chairman as soon as possible after the reductions are anticipated.
29

30 **E. WAIVER OF PAY AND NOTICE**

31
32 Furlough allowance will not be paid nor the four (4) weeks' notice required, if the furlough is
33 the result of an Act of God, or national war emergency, revocation of the Company's
34 operating certificate, grounding of Company aircraft by governmental order, a strike or
35 picketing causing a cessation of work or other circumstances over which the Company has
36 no control.
37

38 **F. MEDICAL AND INSURANCE COVERAGE**

39
40 Employees who are on furlough and their dependents will be eligible to participate in the
41 Company's group medical and insurance programs in accordance with Company policy.

ARTICLE 16 – FURLOUGH ALLOWANCE

1 **ARTICLE 17 - UNION SECURITY**

2
3 **A. MEMBERSHIP**

4
5 All employees covered by this Agreement will, as a condition of employment, become
6 members of the Union within sixty (60) calendar days of employment and will, as a condition
7 of employment, maintain membership in the Union so long as this Agreement remains in
8 effect.

9
10 **B. NEW EMPLOYEE**

11
12 If any employee who has resigned or is terminated from the Company is re-employed, he
13 will be considered as a new employee for the purposes of this article and will be governed
14 by the provisions of Section A. of this Article.

15
16 **C. UNION DUES**

17
18 Employees who are or become members of the Union under Section A. above will pay
19 membership dues as set forth herein. The Union shall have the right to establish, in
20 accordance with its By-laws and Constitution, whether dues are payable for employees who
21 are not in active service as a Dispatcher.

22
23 **D. UNION MEMBER**

24
25 Member of the Union, where used herein, will mean any employee who is a member of the
26 Union and is not more than sixty (60) calendar days in arrears in the payment of initiation
27 fee and membership dues as specified herein.

28
29 **E. DUES DELINQUENCY**

30
31 When an employee who is a member of the Union becomes delinquent, within the meaning
32 of Section C. hereof, the following procedure will apply:

- 33
34 1. The Director of the Air Transport Division of the Union will notify the employee
35 in writing, certified mail, return receipt requested, copy to the Flight
36 Operations Labor Relations Manager of the Company, that he is delinquent
37 in the payment of initiation fee and membership dues, as specified herein,
38 and accordingly is subject to discharge as an employee of the Company.
39 Such letter will also notify the employee that he must remit the required
40 payment within thirty (30) calendar days of the date of mailing of the notice,
41 or be subject to discharge.
42

ARTICLE 17 – UNION SECURITY

2. If, upon expiration of the thirty (30) calendar day period, the employee still remains delinquent, the Director of the Air Transport Division of the Union will certify in writing to the Flight Operations Labor Relations Manager of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Flight Operations Labor Relations Manager will then take proper steps to discharge such employee from the services of the Company.
3. An employee discharged by the Company under the provisions of this Article will be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.
4. During the period a grievance is filed under provisions of this Article and until after final award by either the UPS/TWU or Arbitration SBA, as applicable, the employee will not be discharged from the Company because of non-compliance with the terms and provisions of this Article.

F. DISCHARGE

Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay or tender payment of initiation fee and membership dues, as specified herein, and not because of denial or termination of membership in the Union upon any other ground.

G. GRIEVANCE

Any grievance by an employee concerning the interpretation or application of the provisions of this Article will be subject exclusively to the following procedure:

1. An employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may submit his request for review in writing within five (5) business days from the date the grievance arises, except that a grievance arising under Section E of this Article must be filed within the thirty (30) calendar day period specified therein. The request will be submitted to his immediate Manager who will review the grievance and render his decision in writing not later than five (5) business days following the receipt of the grievance.
2. The immediate Manager will forward his decision to the employee with a copy to the Local Union accredited representative. If the decision is not satisfactory to both the employee and the Union, then either may appeal the grievance

ARTICLE 17 – UNION SECURITY

1 directly to the UPS/TWU SBA within ten (10) business days from the date of
2 the decision. The terms and provisions of Article 15 will be applicable, except
3 as otherwise specified herein.
4

5 3. If the Union should appeal the decision to the UPS/TWU SBA, it will prepare
6 a joint submission of the grievance setting forth the Union's and the employees
7 position and forward copies to the employee, the Flight Operations Labor
8 Relations Manager of the Company, and to the members of the UPS/TWU
9 SBA. If the employee should appeal the decision, he may request his
10 immediate Manager to transmit all facts, data, and information concerning the
11 grievance, together with a copy of the decision from which appeal is taken.
12 The Flight Operations Labor Relations Manager will forward copies of the
13 employee's separate submission to the employee, the Department Manager,
14 the Director of the Air Transport Division of the Union, and to the members of
15 the UPS/TWU SBA.
16

17 4. During the period a grievance is filed under the provisions of this Section and
18 until after final award by either the UPS/TWU or Arbitration SBA, the employee
19 will not be discharged from the Company because of noncompliance with the
20 terms and provisions of this Article.
21

22 **H. HOLD HARMLESS**

23
24 The Union agrees that it will indemnify the Company and hold the Company harmless from
25 any and all claims which may be made by the employee or employees against the Company
26 by virtue of the wrongful application or misapplication of any of the terms of this Article.
27

28 **I. NON-DISCRIMINATION**

29
30 The Company will not interfere with, or coerce employees because of membership or lawful
31 activity in the Union; nor will it, by discrimination in respect to hire, tenure of employment or
32 any terms or condition of employment, attempt to discourage membership in the Union.
33

34 **J. INTIMIDATION / SOLICITATION**

35
36 The Union agrees that neither the Union nor its members will intimidate or coerce any
37 employee in respect to his right to work, or in respect to Union activity or membership.
38 Further, there will be no solicitation of employees for Union membership on Company time.
39 The Union further agrees that the Company may take disciplinary action for any violation of
40 this provision.
41

42 **K. DUES CHECK-OFF**

ARTICLE 17 – UNION SECURITY

1
2 The Company will deduct from the pay of each member of the Union and remit to the Union,
3 membership dues uniformly levied in accordance with the Constitution and Bylaws of the
4 Union and as provided by the RLA, provided such member of the Union voluntarily executes
5 an appropriate Check-Off Form which will be prepared and furnished by the Union.

6
7 **L. PAYROLL DEDUCTION**
8
9 Employees may authorize the Company to make payroll deductions on their behalf for Union
10 assessments. Additional payroll deductions may only be made if a mutual agreement is
11 reached between the Company and the Union.

ARTICLE 17 – UNION SECURITY

1 **ARTICLE 18 - COMPENSATION**

2
3 **A. DISPATCHER BASE MONTHLY PAY**

4

Year of Service Steps	10/1/2019	10/1/2020	10/1/2021	4/1/2022	10/1/2022	4/1/2023	10/1/2023	4/1/2024
Step 1	\$6,083	\$6,265	\$6,359	\$6,455	\$6,552	\$6,650	\$6,750	\$6,851
Step 2	\$6,465	\$6,659	\$6,759	\$6,860	\$6,963	\$7,067	\$7,173	\$7,281
Step 3	\$6,971	\$7,180	\$7,288	\$7,397	\$7,508	\$7,621	\$7,735	\$7,851
Step 4	\$7,748	\$7,980	\$8,100	\$8,221	\$8,345	\$8,470	\$8,597	\$8,726
Step 5	\$8,267	\$8,515	\$8,643	\$8,772	\$8,904	\$9,037	\$9,173	\$9,310
Step 6	\$8,750	\$9,012	\$9,147	\$9,284	\$9,424	\$9,565	\$9,708	\$9,854
Step 7	\$9,390	\$9,672	\$9,817	\$9,964	\$10,114	\$10,266	\$10,420	\$10,576
Step 8	\$10,326	\$10,636	\$10,796	\$10,958	\$11,122	\$11,289	\$11,458	\$11,630
Step 9	\$10,863	\$11,189	\$11,357	\$11,527	\$11,700	\$11,876	\$12,054	\$12,235
Step 10	\$11,397	\$11,739	\$11,915	\$12,094	\$12,275	\$12,460	\$12,647	\$12,836

5
6
7 **B. NEW HIRE PAY**

8
9 Newly hired Dispatchers will receive seventy-four percent (74%) of the Dispatcher pay rate
10 for their first four (4) months of employment.

11
12 **C. INCREASES IN BASE MONTHLY PAY**

13
14 The base monthly pay provided in Section A. will be effective October 1, 2019 and increase
15 by three percent (3%) on October 1, 2020. The Company will apply a one-and-one half
16 percent (1.5%) increase on October 1, 2021 and every six (6) months thereafter. There will
17 be a total of six one-and-one-half percent (1.5%) increases before the amendable date of
18 this agreement.

19
20 Each employee will be paid retroactive pay as follows:

- 21
- 22 (1) Each employee will have a three percent (3.0%) general wage increase applied
23 to the progression rates in effect on March 1, 2015. The new higher hourly rate
24 will be applied to each employee's paid hours, including the differential in
25 overtime rates, for the period from March 1, 2015 through February 28, 2016.
26 This amount will be paid to each employee as a bonus. The three percent (3.0%)
27 increase will only be used for the purpose of determining the bonus for the first
28 year after the amendable date of the prior agreement.
 - 29
30 (2) Each employee will receive a one-and-one-half percent (1.5%) general wage
31 increase to the progression rates in effect on March 1, 2015 and apply the new
32 hourly rate to each employee's paid hours, including the differential in overtime
33 rates, for the period from March 1, 2016 to September 1, 2016. A subsequent
34 one-and-one half percent (1.5%) wage increase shall be applied on September
35 1, 2016 and each six (6) months thereafter on a compounding basis through

ARTICLE 18 – COMPENSATION

1 September 1, 2019. These compounded rates will be applied to an employee's
2 paid hours from March 1, 2016 through ratification, including overtime hours, to
3 determine the amount of retroactive pay that is due.
4

- 5 (3) The bonus and the retroactive pay determined in accordance with Paragraphs
6 (1) and (2) above will be paid within thirty (30) days of ratification. To be eligible
7 to receive these payments the employee must be on the Dispatcher Seniority list
8 on the date this contract is ratified and the date the retroactive pay and bonus is
9 paid.

10
11 **D. OVERRIDES**

12
13 The following are the overrides which will be paid on an hourly basis for employees
14 performing the specified duties:

15
16 International Dispatching \$2.60
17 On-the-Job Instruction \$5.00
18 Dispatch Lead \$5.25 (this includes the hourly International override)
19 Dispatch Trainer \$5.25 (this includes the hourly international override)
20

21 **E. PREMIUMS**

22
23 All employees who hold a valid FAA Aircraft Dispatchers license will receive a license
24 premium of two dollars and thirty-five cents (\$2.35) per hour.

25
26 Dispatchers, who have more than ten (10) years of service with the Company, will be paid
27 a longevity premium each month. This premium will start at the beginning of year eleven
28 (11) of service and will equal one hundred dollars (\$100.00) per month. The longevity
29 premium will increase by one hundred dollars (\$100.00) with each additional year of service
30 beyond eleven (11). At the beginning of the twentieth (20th) year of service the longevity
31 premium will increase by two hundred dollars (\$200.00). The maximum premium shall be
32 eleven hundred dollars (\$1100.00) per month. The applicable monthly longevity premium
33 shall be included in the dispatchers' overtime rate.
34

35 **F. SHIFT DIFFERENTIAL**

36
37 An employee will receive a sixty-one cents (\$0.61) per hour premium if he works a midnight
38 (MID) shift.
39

40 **G. MONTHLY SALARY / PAY PERIODS**

41
42 Monthly salary includes base monthly pay, any applicable premiums, any applicable
43 overrides, and shift differential.

ARTICLE 18 – COMPENSATION

1
2 All employees will be paid on a weekly basis for all compensation owed.

3
4 Employees will continue to have the option to have their paycheck direct deposited, picked
5 up in the office, or mailed to their home.

6
7 **H. COMPENSATION ADJUSTMENTS**

8
9 **1. Overpayment**

10
11 When an employee has been overpaid he will have the following options:

- 12
13 a. The erroneous paycheck will be voided and reissued in the correct
14 amount. The employee may elect to have the new paycheck issued by
15 direct deposit or have it delivered via UPS Next Day Air.
16
17 b. The amount of overpayment will be deducted from subsequent
18 paychecks until the entire amount is repaid. Deductions will not exceed
19 ten percent (10%) of the amount of money owed without the employee's
20 consent, unless the total overpayment is less than one-hundred dollars
21 (\$100).
22
23 c. The entire amount of overpayment will be deducted from subsequent
24 paycheck(s).

25
26 **2. Underpayment**

27
28 Except when an underpayment is due to an employee's own neglect or mistake, he
29 will have the following options:

- 30
31 a. If he has been underpaid by less than fifty dollars (\$50.00), the entire
32 amount will be issued in the paycheck immediately following discovery
33 of the underpayment.
34
35 b. If he has been underpaid by fifty dollars (\$50.00) or more the Company
36 will, at the employee's option, promptly issue payment via direct deposit
37 or by special check delivered to the employee via UPS Next Day Air.

ARTICLE 18 – COMPENSATION

1 **ARTICLE 19 - GENERAL**

2
3 **A. UNION BULLETIN BOARD**

4
5 The Company will provide space for a Union provided locking bulletin board for use by the
6 Union for the posting of official notices of Union business related to Dispatchers. However,
7 the bulletin board will not be used for Union campaigning, organizing or other related
8 activities. Such notices will bear the signature of an officer of the Union and will not contain
9 anything of a defamatory or personal nature attacking the Company or its representatives.

10
11 **B. PROHIBITION ON USE OF SOCIAL SECURITY NUMBERS**

12
13 The Company agrees to hold employees' Social Security numbers in confidence and limit
14 their use to internal accounting, payroll, benefits and pension purposes, or as otherwise
15 required by a governmental entity.

16
17 **C. IMMUNIZATIONS, PASSPORTS AND VISAS**

18
19 The Company will reimburse employees for the costs of immunizations, passports and visas
20 when required on Company business. Employees will make every effort to make timely
21 requests for passports and visas. Expedited charges for passports and visas will not be
22 reimbursed unless approved by the Company.

23
24 **D. DRESS CODE/APPEARANCE**

25
26 Employees will be permitted to dress in business casual attire in accordance with reasonable
27 appearance standards established by Company policy. Employees will be permitted to wear
28 one (1) mutually agreed upon TWU lapel pin.

29
30 **E. EMERGENCY DAY**

31
32 An employee may, with Company approval, take a day off as an Emergency Day due to
33 immediate family or personal emergency. Any employee who has taken an Emergency
34 Day(s) will be responsible to repay the Company back for the time missed. Emergency Day
35 payback(s) will be placed on the work schedule as soon as practical. The Company's
36 decision to approve or deny an Emergency Day shall not be subject to challenge by the
37 employee.

38
39 After starting a shift, employees will be permitted to take a partial day off in increments of
40 one (1) hour subject to the same terms and conditions of the paragraph above. Employees
41 taking a partial day off will have to repay a minimum of four (4) hours.

42
43 **F. NOTIFICATION IN WRITING**

ARTICLE 19 – GENERAL

1
2 All orders to and requests from employees involving pay, transfers, promotions, demotions,
3 layoff, re-employment, and leaves of absence will be in writing.
4

5 **G. LOCK OUTS / STRIKES**
6

7 It is agreed that the Company will not lock out any employees, and the Union or its members
8 will not authorize or take part in any strike, sympathy strike, sit-down, slowdown, walkout,
9 curtailment of work, or picketing until the procedures for settling disputes as provided by the
10 RLA have been exhausted. Employees will not be required to cross any picket lines legally
11 formed by UPS personnel. The Company reserves the right to discipline any employee for
12 taking part in any violation of this Section.
13

14 **H. NON-DISCRIMINATION**
15

16 The Company and the Union agree to comply fully with all applicable Federal and State
17 statutes and regulations prohibiting discrimination with respect to all aspects of employment
18 with the Company. Further, the Company and the Union agree that neither will discriminate
19 against employees covered by this Agreement on the basis of race, color, religion, sex,
20 national origin, age, sexual orientation, disability, membership in a uniformed service, or
21 status as a disabled veteran.
22

23 **I. DISPATCHER CERTIFICATES**
24

25 Employees are required to provide the Company with a copy of their Aircraft Dispatcher
26 Certificates and they will be kept current and on file with the Company.
27

28 **J. STAFFING**
29

30 The staffing of covered employees in any Dispatch office will be determined by the Company
31 based on the needs of the service that includes regulatory requirements and workload
32 considerations. The Company will inform the Section Chairman of any planned or
33 contemplated staffing changes as soon as practical.
34

35 **K. PERSONNEL FILE**
36

37 A local personnel file will be maintained within the Flight Control office for each employee.
38 The Company will notify an employee before placing any negative report or derogatory
39 material in his personnel file. The employee will be provided an opportunity to review and
40 initial material placed in his file and will be permitted to attach a statement of the incident.
41

42 Any disciplinary letters issued to employees will not remain in effect for purposes of
43 progressive discipline for a period of more than one (1) year, unless a similar infraction has

ARTICLE 19 – GENERAL

1 occurred, in which case the one (1) year period will extend from the date of that infraction.
2 The Company will not be allowed to introduce such disciplinary letters in any grievance
3 hearing unless the employee or Union uses the employee's longevity or work record as a
4 mitigating factor.

5
6 An employee may review his personnel file upon request. The file must be reviewed in the
7 presence of a Flight Control manager.

8
9 **L. PARKING**

10
11 The Company will continue to provide parking for use during working hours at no cost to the
12 employee.

13
14 **M. UNION / MANAGEMENT MEETINGS**

15
16 Not less than two (2) members of the Union, including the Section Chairman or his designee,
17 will meet bi-monthly or as necessary with the Division Manager of Flight Control or his
18 designee at the request of either party at a mutually agreed upon time. Time will be set aside
19 to discuss and attempt to resolve general issues. The Section Chairman and any other
20 Union members will be compensated in accordance with this Agreement.

21
22 **N. TIME OFF FOR UNION BUSINESS**

23
24 The Section Chairman and employees designated by the Section Chairman will be allowed
25 necessary time for authorized Union business during working hours if coverage is available.
26 These employees will be compensated in accordance with this Agreement. Permission will
27 be at the discretion of the Company if granting time off for Union business would result in
28 open shifts.

29
30 Time spent by employees involved in Company/Union business (including grievance
31 investigation) or performing other work at Company request will be paid his normal pay. All
32 such time must be authorized in advance by the Division Manager of Flight Control or his
33 designee.

34
35 **O. TEMPORARY ASSIGNMENTS AND SPECIAL PROJECTS**

36
37 The Company will notify the Section Chairman when planning a temporary assignment or
38 special project. The Section Chairman will be afforded the opportunity to recommend an
39 employee for the Company's consideration.

40
41 **P. EMPLOYEE SWAPS**

42
43 Employee swaps will be limited by the Federal Aviation Regulations and the provisions of

ARTICLE 19 – GENERAL

1 Article 4, Section F. of this Agreement provided there is no additional cost to the Company.
2 Once a swap is placed on the work schedule it will become a part of that line and may not
3 be changed without the employee's consent.
4

5 If an employee assumes another employee's bid line, that line will revert to its original
6 condition before any swap or other changes.
7

8 Swap requests must be approved in advance by the Company. All swap requests will be
9 addressed by the company, and if approved, be placed on the schedule within one hundred
10 and twenty (120) hours of the swap request being submitted. Employees who commit to a
11 shift trade will be expected to cover the work of the employee they are replacing. Swaps
12 with less than eight (8) hours between scheduled off time and the following scheduled start
13 time will not be allowed. Failure to report or engaging in a non-approved shift trade may
14 result in disciplinary action which may include the loss of swap privileges for up to one (1)
15 year.
16

17 **Q. SHIFT INTEGRITY**
18

19 It is understood that the Company and Union will mutually agree upon a means of recording
20 time other than a time clock.
21

22 **R. MOVING EXPENSES**
23

24 In the event of the relocation of any members outside Louisville, Kentucky, the Company
25 and the Union will mutually agree upon a moving package.
26

27 **S. FOM REVISIONS**
28

29 The Company will meet and confer with the Section Chairman prior to the publication of any
30 revisions to the FOM that would directly affect the duties or responsibilities described above
31 to the extent the FOM conflicts with the terms of this Agreement. The Company will provide
32 a copy of all Operations Bulletins, the FOM~~AOM~~, and each of its revisions to the Union.
33

34 **T. MONTHLY REPORTS AND WORK SCHEDULE**
35

36 Upon request, the Company will provide the Union a copy of the final work schedule for the
37 previous month. The Company will make available to employees in the office, an up to date
38 copy of the work schedule.
39

40 **U. REGIONAL ASSIGNMENTS**
41

42 A flight segment that departs from and arrives at an airport within the continental United
43 States will be considered a Domestic flight segment. A flight segment that departs from or

ARTICLE 19 – GENERAL

1 arrives at an airport in Canada or Mexico that can be dispatched under FAR 121 Domestic
2 flight rules will be considered a Domestic flight segment. All other flight segments will be
3 considered International flight segments.

4
5 The work on each International shift will be limited to only one region (as defined below)
6 except as provided in the Workload Agreement.

7
8 Each International flight segment, in accordance with the parameters of this Section, will be
9 assigned to one of the following regions:

10
11 South America Region: South America, Central America, the Caribbean, and
12 Mexico will be included in the South America Region.

13
14 Asia/Pacific Region: All Pacific crossings, the states of Alaska and Hawaii, Japan,
15 Korea, Taiwan, China, Philippines, Malaysia, Singapore, Vietnam, Thailand and
16 Australia will be included in the Asia/Pacific Region.

17
18 Atlantic/European Region: North Atlantic crossings, Europe, Africa and Canada will
19 be included in the Atlantic/European Region.

20
21 The region an International flight segment is assigned to will be determined by the arrival
22 airport except arrivals into United Arab Emirates, India and within the continental United
23 States will be determined by the departure airport.

24
25 In the event of a significant change to the UPS flight schedule, the Company or Union may
26 request a meeting to agree on how to realign the Regions above.

27
28 **V. EWINS**

29
30 The Company will not initiate the termination of the EWINS program. The controlling
31 Dispatcher will continue to be the primary point of contact for all weather briefings.

32
33 **W. GOVERNMENT REPORTS**

34
35 Should the Company need to file any document with any government agency concerning
36 the Union, it will provide a copy to the Union. The Local President will supply the address
37 for the report to be sent to.

38
39 **X. UNION DUES**

40
41 The Company will forward an electronic copy reflecting the amount of the dues deducted
42 from the employees' paychecks by employee on a monthly basis. The electronic copy of
43 the dues will be forwarded to an email address furnished by the Local President.

ARTICLE 19 – GENERAL

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Y. ACCRUED BENEFIT PAYOUT

When a Dispatcher is furloughed, retires, or resigns, he shall be paid the unused vacation pay and option weeks he has earned to be used or paid in that schedule year. A Dispatcher discharged for just cause shall not be paid his accrued vacation or option weeks. Monies accrued in a Dispatcher' Earned Compensation Bank or Option Week Bank will be paid to the Dispatcher regardless of the reason for separation.

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 19– GENERAL ARTICLE 19– GENERAL
4

5 There are two (2) items that the parties wanted to make Joint Interpretation notes on in
6 conjunction with this Article. The first is related to Section D. “Dress Code/Appearance”. The
7 Union made a proposal to delete the business casual attire reference. The Company’s
8 position was that it had legitimate business reasons for the dress requirements based
9 customer tours of the facility and compliance with corporate established dress code
10 requirements. UPS committed that if there is a change in the dress code for other
11 professionals in the GOC that Article 19, Section D. would be interpreted to allow
12 Dispatchers to participate in the relaxed dress code policy.
13

14 The second note relates to Section P. We added some language on employee swaps and
15 wanted to make sure that the Joint Interpretation notes on Article 29 from the prior
16 Agreement are equally applicable to the new language we added here in Article 19, Section
17 P. Specifically, that is reference to the Company’s approval of the employee swap requests.

ARTICLE 19 – GENERAL

1 **ARTICLE 20 - MISSING, INTERNMENT, PRISONER OF WAR**
2

3 Any employee who in the course of his employment becomes involuntarily missing, or who
4 is interned or held hostage, will be entitled to compensation and benefits equal to that which
5 he would have normally received until released from internment or the hostage situation, or,
6 if missing, until proof of death is established in fact (or until there is a reasonable
7 presumption of death). Such compensation will be paid to the beneficiary or beneficiaries
8 designated in writing by the employee for a period of up to four (4) years.
9

10 Any payments due to any employee under this Article which are not covered by a written
11 direction will be held by the Company for such employee and in the event of his death will
12 be paid to the legal representative of his estate.
13

14 An employee that requires additional time off due to acts covered under this Article will be
15 given the necessary time off in accordance with Article 10.
16

17 Dependents of the employee will continue to receive full health and welfare, and pension
18 benefits during this period.

ARTICLE 20 – MISSING, INTERNMENT, PRISONER OF WAR

1 **ARTICLE 21 - TRANSPORTATION**

2
3 **A. COMPANY BUSINESS TRAVEL**

4
5 If an employee is required to travel for Company business, he will be provided jumpseat
6 transportation on Company aircraft as Priority 6, be provided a positive space ticket on
7 another airline, be provided a rental car, or be reimbursed for mileage in accordance with
8 current Company policy. The Company will pay for hotel accommodations and all required
9 transportation expenses.

10
11 For Domestic trips, the Company will cover all reasonable expenses incurred by the
12 employee. In order to be reimbursed, the employee must provide a receipt reflecting the
13 expenses.

14
15 For International trips, employees shall be reimbursed for meals and incidentals at no less
16 than the highest applicable per diem rate for each geographical location as set forth in the
17 Company's collective bargaining agreement with the Independent Pilots Association. Per
18 diem shall become applicable upon block out of the International flight and shall remain in
19 effect until the employee first arrives back at a gateway in the continental United States.

20
21 **B. INTERRUPTED COMPANY BUSINESS TRAVEL**

22
23 Should an employee become unable to return to his normal duties because of reasons
24 beyond his control (e.g. weather, flight cancellation, being bumped from a jumpseat, etc.),
25 while traveling on Company business, the absence will be considered an excused absence.
26 The Company will cover the necessary shifts and the employee will lose no pay. In addition,
27 the employee will be paid in accordance with Article 5 for any days off lost due to the
28 interruption.

29
30 **C. OPERATIONAL FAMILIARIZATION**

31
32 Employees utilizing the jumpseat on Company aircraft in order to complete an Operational
33 Familiarization in accordance with Article 25 Section L, will be listed as Priority 4. An
34 employee on an Operational Familiarization will be considered on Company business. If an
35 employee is bumped from the jumpseat by the Company while on his Operational
36 Familiarization and has not completed the FAA requirements, the Company will select
37 another flight for the employee to complete his scheduled Operational Familiarization. If a
38 Dispatcher is bumped from a jumpseat by the Company, and he has completed the FAA
39 requirements of his Operational Familiarization, he will be scheduled to return to Louisville
40 within forty-eight (48) hours of the end of his scheduled operational familiarization. If
41 commercial transportation is utilized, the Dispatcher shall be provided a coach ticket
42 domestic and business class ticket international. The Company will start making the
43 necessary arrangements as soon as the employee is bumped from his jumpseat.

ARTICLE 21 – TRANSPORTATION

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D. RECIPROCAL JUMPSEAT PRIVILEGES

Subject to written approval by the FAA, any active Dispatcher of an airline extending jumpseat privileges to the Dispatchers of the Company, will be extended jumpseat privileges over the routes of the Company on a priority equivalent to that granted to pilots of that airline.

E. JUMPSEAT FOR PERSONAL USE

Employees wishing to utilize Company aircraft jumpseats for personal use will be allowed to do so and will have the same jumpseat priority (i.e. Priority 7) as flight crew members. Any existing corporate discounts or future discounts which may be negotiated will be extended to the Dispatchers on the same terms as available to other UPS unionized personnel.

F. PASS PRIVILEGES

In the event the Company establishes scheduled passenger service for the public, the Company will meet with the Union to discuss pass privileges. In no event will the employees' pass privileges be less beneficial than that provided to personnel in the aircraft mechanics' or pilots' unions.

G. COCKPIT ACCESS SECURITY SYSTEM (CASS)

The Company will take all steps reasonably necessary to ensure that all employees who desire to participate are entered into and maintained in CASS, provided the Company continues to participate in CASS.

ARTICLE 21 – TRANSPORTATION

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 21 Transportation

4
5 The parties wanted to capture two (2) points regarding the new provision in Section C. First
6 the reference to "bumped by the Company" is intended to cover any situation in which the
7 Company removes a Dispatcher from a jumpseat and replaces him with another individual
8 who has a higher jumpseat priority-i.e. anyone who has a priority of 1, 2, or 3.

9
10 Second, the Company and the Union have agreed that the requirement to return the
11 dispatcher within forty-eight (48) hours will not apply if a Dispatcher deviates from the
12 schedule originally approved by the Company so as to schedule himself to return later than
13 the original scheduled arrival time.

ARTICLE 21 – TRANSPORTATION

1 **ARTICLE 22 - SAFETY**

2
3 **A. FAA / NTSB HEARINGS**

4
5 A member of the Dispatch Flight Safety Committee selected by the Company will be
6 permitted to attend, as a representative of the Company, any FAA or NTSB hearing being
7 conducted as a result of an incident or accident involving any aircraft operated by the
8 Company. This representative will be other than the employee who was responsible for the
9 flight. This employee will be considered on Company business and will be compensated in
10 accordance with this Agreement.

11
12 **B. AIRCRAFT ACCIDENT / INCIDENT INVESTIGATIONS**

13
14 In the course of any investigation and prior to any meetings or hearings concerning a
15 possible aircraft accident or incident, the Company will provide the Dispatcher involved with
16 copies of any potentially relevant information including but not limited to recordings of radio
17 transmissions and telephone conversations, ACARS data, any FAA recordings, and
18 additional information in the Company's possession. The Dispatcher involved will have the
19 right to consult with TWU representatives before any such meetings or hearings and may
20 be represented by the TWU during the course of any such meetings or hearings. However,
21 meetings between the Company and Dispatcher will not be unnecessarily delayed.

22
23 An employee who is to be questioned by Company representatives in the investigation of
24 an accident or incident that may result in disciplinary action being taken against him, will be
25 informed of his right to have a Union representative present before such questioning begins.
26 Such Union representative will not interfere with the Company's questioning of an employee.
27 However, at the conclusion of the Company's questioning, the Union representative will be
28 free to ask questions or clarify facts. The above does not apply to inquiries of employees by
29 management in the normal course of work. The Union will have the right to request
30 information necessary to defend any employee being charged with a disciplinary offense.

31
32 An employee who has been relieved from duty solely because of an investigation of an
33 accident or incident will receive his normal pay and credit until the investigation is completed
34 and a decision is made on discipline, if any. During this time, the Company may assign him
35 other duties as long as the parties agree that to do so would not create a safety issue.
36 Agreement will not unreasonably be withheld.

37
38 **C. AIRCRAFT ACCIDENT / INCIDENT INVESTIGATIONS**

39 Up to two (2) representative(s) from the Dispatch Flight Safety Committee shall be eligible
40 to participate in the investigation of an accident or incident at the invitation of the NTSB.
41 While participating in the investigation, such members will be representatives of the
42 Company and responsible for assisting the FAA and NTSB in the investigation. This

ARTICLE 22 – SAFETY

1 representative will be other than the employee who was responsible for the flight and the
2 Company will compensate him in accordance with this Agreement. The Company will
3 provide all necessary training and medical requirements for each member of the Dispatch
4 Flight Safety Committee at its expense.

5
6 In addition, the UPS Director of Operations or the UPS Airline Director of Safety may
7 request, at their discretion, that one or more members of the Dispatch Flight Safety
8 Committee join and participate in the UPS task force associated with the investigation of
9 any accident or incident. Invitations to the member(s) of the Dispatch Flight Safety
10 Committee shall be made on the same basis and terms as invitations to IPA and Local 2727
11 represented safety representatives.

12
13 **D. NOTIFICATION OF EVENTS**

14
15 The Dispatch Manager on duty will be notified of all safety demonstrations/drills, including
16 but not limited to, office evacuation, hijacking, accidents, or mock computer outages. The
17 Dispatch Manager will insure that the Dispatchers on duty are aware of this information as
18 necessary.

19
20 **E. ON-GOING EMERGENCIES**

21
22 In the event of an on-going emergency situation related to an aircraft accident or incident,
23 the Controlling Dispatcher will be provided the assistance deemed necessary to help him
24 make safety-related decisions. During such time he will be provided a work location that
25 continues to provide all necessary work materials and frequencies required to perform his
26 duties. His normal workload may be redistributed to other available, qualified Dispatchers.

27
28 **F. POSITIVE TARGET IDENTIFICATION (PTI)**

29
30 Any PTI received by the Company will be relayed immediately to the Controlling Dispatcher.

31
32 **G. OPERATIONAL AUTHORITY**

33
34 No person will direct or coerce an employee to undertake an unsafe course of action or a
35 course of action that is in violation of government regulations. Once a flight has been
36 assigned to a Dispatcher, he will retain operational control for the duration of that flight or
37 until he has been relieved from duty by another qualified Dispatcher. A Dispatcher may be
38 required to transfer operational control of a flight over to another qualified Dispatcher only
39 after a legal turnover and for reasonable cause.

40
41 **H. SAFETY REPORTS**

42
ARTICLE 22 – SAFETY

1 Employees may file safety reports whenever they become aware of an unsafe situation.
2 The employee filing the report and the Union Safety Committee will be informed of its status
3 and final disposition. The Company will not require copies of NASA reports.
4

5 **I. POINT OF CONTACT**
6

7 The Company will continue to use the Controlling Dispatcher as the primary point of contact
8 for all communications with the Captain concerning operational or safety issues. The
9 Controlling Dispatcher will be informed in a timely manner of all plans that may affect the
10 planning or operation of a flight under his control.
11

12 **J. WRITTEN AUTHORIZATIONS**
13

14 The Company will make readily available and in writing any changes, modifications,
15 authorizations, over-fly rights, exemptions or special provisions that may affect safety or
16 legality.
17

18 **K. MINIMUM EQUIPMENT LISTS (MELS)**
19

20 The Company will be required to notify the Controlling Dispatcher via telephone or direct
21 contact prior to the application or removal of any restrictive MEL.
22

23 **L. RIGHT TO CONFER**
24

25 The Union will have the right to confer with the Company on safety and sanitary conditions.
26 Employees will report any unsafe equipment or conditions to their immediate manager. The
27 Company will address any such safety issue in a timely manner.
28

29 **M. ASAP**
30

31 The Company will continue to participate in the ASAP program and encourage employees
32 to utilize the program. The Company agrees that the program is to be non-punitive. The
33 Company will provide the required training for the program and the employee(s) on the Event
34 Review Committee (ERC) will receive his normal pay.

ARTICLE 22 – SAFETY

1 **ARTICLE 23 - BID PROCEDURES**

2
3 **A. SCHEDULE PREPARATION**

4
5 The Company will use members of the Dispatch Scheduling Committee to help build the
6 work schedule and vacation bid for the bargaining unit. The Company will cover the
7 necessary shift(s) for an employee to be off his normal schedule while assigned this job and
8 he will be compensated in accordance with this Agreement.

9
10 **A1. BID PERIODS**

11
12 Each schedule year will consist of two (2) bid periods.

13
14 Bid Period 1 – Begins with the first AM shift on the first Sunday in April and ends with
15 the last MID shift on the Saturday prior to the first Sunday in October of that year.

16
17 Bid Period 2 – Begins with the first AM shift on the first Sunday in October and ends
18 with the last MID shift on the Saturday prior to the first Sunday in April of the next
19 year.

20
21 Employees will bid their work schedule for both bid periods during the first round of the
22 annual schedule, vacation and option weeks bid.

23
24 Employees will be permitted to bid a different work schedule line for each bid period. If an
25 employee's bid will require international training (abbreviated or full) that training will be
26 accomplished prior to the employee working his bid period 1 schedule.

27
28 If a Dispatcher must drop a shift as a result of a conflict transitioning into bid period 2, he
29 will owe the Company a day to be paid back in accordance with Article 19, Section E.

30
31 **B. DISPATCH TRAINER SELECTION PROCESS**

32
33 The Company will have the discretion to select the employee(s) from the Dispatch Group
34 Seniority List for the Dispatch Trainer position(s). The selection will be made by January
35 1st of each year.

36
37 Seniority will not govern these selections unless two (2) or more Dispatchers are considered
38 equally qualified; in this case, the position will be awarded to the most senior Dispatcher.

39
40 The Company shall have the discretion to determine whether more than the minimum
41 number of Dispatch Trainer position(s) referenced in Article 1 needs to be created.

42
ARTICLE 23 – BID PROCEDURES

1 Employees selected for the Dispatch Trainer position(s) will not participate in the bid
2 process.

3
4 **C. DISPATCH LEAD**

5
6 The Company will provide, in each annual bid packet, a list of Dispatchers eligible to bid a
7 Dispatch Lead line. Employees on this list will be the only employees eligible to work the
8 Dispatch Lead position for that schedule year. The Company may assign Dispatch Lead
9 lines to the junior employee eligible, during their fifteen (15) minute appointment, provided
10 the shift (i.e. AM, PM or MID) and days off bid remains the same.

11
12 **D. DISPATCH TRAINER PROFICIENCY**

13
14 Each year after the bid process and before the relief lines are built, the Company, Union,
15 and Dispatch Trainer(s) will meet to select Dispatch Trainer proficiency shifts. Each
16 Dispatch Trainer will be scheduled to work sixteen (16) Dispatch shifts to include up to eight
17 (8) Dispatch shifts during the peak period. These will be a mix of AM, PM and MID shifts.
18 Each Dispatch Trainer must work each International region twice each schedule year.

19
20 **E. EMPLOYEE COORDINATION IN BIDDING PROCESS AND SCHEDULE**
21 **PUBLICATION**

22
23 The Company will designate employees for oversight and coordination for the annual
24 bidding of work schedule and vacation. The Company shall meet with these employees to
25 review and obtain comments on the final work schedule prior to its publication. The
26 Company will cover the necessary shifts for an employee to be off his normal schedule while
27 assigned this job and he will be compensated in accordance with this Agreement. The
28 Company will provide the Union a copy of the annual work schedule one (1) week prior to
29 distribution to employees.

30
31 **F. INTERNATIONAL COMMITMENT**

32
33 Prior to publishing the bid packet, the Company and Union will meet to establish the
34 maximum number of International Dispatchers, Relief Dispatchers or Dispatch Leads
35 allowed to bid Domestic lines that year. The number of International Dispatchers, Relief
36 Dispatchers, or Dispatch Leads allowed to bid Domestic lines will not be less than twenty
37 percent (20%) of employees holding International, Relief, or Dispatch Lead lines.

38
39 Employees who must complete the full International upgrade training will be required to
40 make a two (2) year commitment to the position. Employees assigned will have a one (1)
41 year commitment. Employees completing the abbreviated international training program in
42 Article 25, Section F will have a two (2) consecutive bid period commitment.

43
ARTICLE 23 – BID PROCEDURES

1 International Qualified Dispatchers awarded Domestic lines will be considered International
2 qualified provided they complete the training specified in Article 25, Section H each year.
3 These employees must notify the Company each year during the bid process if they intend
4 to maintain their international qualification.

5
6 **G. ROUNDS FOR BIDDING WORK SCHEDULE, VACATION AND OPTION WEEKS**

- 7
8 1. The annual schedule, vacation and option weeks bid will consist of three (3)
9 rounds. The vacation and option weeks available in each round shall be that
10 covered by the relief lines.

11
12 **FIRST ROUND:** An employee will bid his work schedule line(s) and may bid
13 up to two (2) weeks of vacation in blocks of four (4) consecutive days.

14
15 **SECOND ROUND:** Anyone with remaining vacation may bid that vacation in
16 blocks of four (4) consecutive days.

17
18 **THIRD ROUND:** All remaining vacation days or option week(s) not bid in the
19 prior two (2) rounds must be bid during this round. These days may be bid
20 individually or in blocks of consecutive days.

- 21
22 2. The bid may be delayed in an emergency situation with the consent of the
23 Section Chairman and Management.
24
25 3. All rounds may be bid by appointment in person, by telephone or in writing at
26 the employee's option. The schedule for first and second round appointments
27 will be distributed with the annual work schedule bid rules. The third round
28 appointments will be distributed as soon as practical after the second round
29 has been completed. Employees may request a change to their awarded
30 vacation only after all bidding rounds are complete.

31
32 **H. BIDDING SCHEDULE LINES, VACATION AND OPTION WEEKS**

- 33
34 1. **TIME ALLOTMENT:** Each employee will be scheduled for a fifteen (15) minute
35 appointment to bid his annual work schedule line(s) and his first round of
36 vacation. An attempt will be made to contact an employee who has missed
37 his fifteen (15) minute window. Each employee will be scheduled for a ten (10)
38 minute appointment for the second round and a fifteen (15) minute
39 appointment for the third round if necessary. It is the employee's responsibility
40 to be prepared to place a bid within these limits so as not to infringe upon the
41 next bidder's time. Employees not placing a bid before the end of their
42 designated time will be passed over until they do place a bid. In this case,

ARTICLE 23 – BID PROCEDURES

1 awarded vacation, option week(s) or schedule lines will be based on
2 availability, following the bid of the current bidder.

3
4 Should unforeseen circumstances cause the bidding to be delayed,
5 employees will be advised of a new anticipated bid time. The employee may
6 provide a telephone number for the bid administrator to return the call. At the
7 new time, the employee will be given an appropriate period of time to complete
8 his bid.
9

- 10 **2. WRITTEN BIDS:** Employees submitting written work schedule or vacation
11 bids for the first and second rounds must list a primary bid and may list
12 alternates for each primary. An employee will be permitted to place as many
13 bids as necessary to be awarded the desired amount of vacation not
14 exceeding the allotment of the current round. On the third round, the
15 employees must indicate if they will accept a lesser award than bid (e.g. three
16 (3) consecutive days bid but only two (2) of those days available).
17

18 **I. TIME LINE**

19
20 Unless mutually agreed otherwise, the following will apply:

- 21
22 1. Beginning of bid period 1 through the end of bid period 2: Effective date and
23 duration of the work schedule.
24
25 2. Employees choosing to bid any option week(s) must notify the Company no
26 later than January 1st of each year.
27
28 3. Not later than January 15th: A copy of the work schedule and the schedule for
29 bidding work schedule lines and vacation will be distributed. It will include the
30 bidding rules and the date, time, location, and telephone number for each
31 individual to place their bid. One (1) complete copy of the work schedule and
32 vacation bidding schedules for all classifications will be delivered to the
33 Section Chairman.
34
35 4. February 1st or first business day thereafter: The bid process will begin and
36 will continue until the second round has been completed.
37

38 After the second round of the bid has been completed, an appointment time
39 and date sheet will be published, as soon as practical, for all employees
40 eligible for the third round. The third round of the bid must be completed prior
41 to February 15th.
42

ARTICLE 23 – BID PROCEDURES

1 Any employee awarded a relief line will be awarded his choice of ten (10)
2 consecutive days off for each week of vacation or option week (3 off days - 4
3 vacation/option days - 3 off days). If the ten (10) day block is not available, he
4 may bid a block of days not less than four (4) for a week of vacation or option
5 week.
6

7 5. March 1st or first business day thereafter: The first three (3) months of the final
8 work schedule will be published, with the balance of the work schedule to be
9 published no later than March 15th or the first business day thereafter. This
10 includes all relief lines, all known training including TDOs, open-time, and
11 Dispatch Trainer(s) schedules to include Dispatch Trainer proficiency shifts.
12

13 **J. DOMESTIC DISPATCHER VACANCIES**

14
15 A permanent Domestic Dispatcher vacancy will be filled by the senior Dispatcher who does
16 not currently hold a line.
17

18 **K. INTERNATIONAL AND RELIEF DISPATCHER VACANCIES**

19
20 A permanent International or Relief Dispatcher vacancy not in conjunction with an annual
21 work schedule bid will be offered in seniority order to all Domestic Dispatchers. The resulting
22 vacancy will be covered in accordance with Article 23, Section J.
23

24 If the Company elects to fill a temporary International or Relief Dispatcher vacancy, it will be
25 filled in the same manner as a permanent International or Relief Dispatcher vacancy.
26

27 An employee filling an International or Relief Dispatcher vacancy will have his awarded
28 vacation and option weeks protected and may have his days off adjusted only to conform to
29 the vacant line.
30

31 **L. DISPATCH LEAD VACANCIES**

32
33 Dispatch Lead vacancies will be filled in the same manner as an International Dispatcher
34 vacancy except that they will be offered in seniority order to all Dispatchers on the current
35 Lead list.
36

37 **M. DISPATCH TRAINER VACANCIES**

38
39 Dispatch Trainer(s) who are planning on participating in the upcoming schedule bid will be
40 required to notify the Company no later than November 1st.
41

42 The Company and Union will meet prior to November 1st of each year to discuss the
43 performance of the current Dispatch Trainer(s). If the Company decides to select a different

ARTICLE 23 – BID PROCEDURES

1 Dispatcher to fill the position, the current Dispatch Trainer will be notified prior to Dispatchers
2 being notified of the vacancy.
3

4 If the Company elects to fill a temporary Dispatch Trainer vacancy or if a permanent vacancy
5 exists, the Company will have the discretion to select the Dispatcher to fill the position. An
6 employee filling a Dispatch Trainer vacancy will have his awarded vacation and option
7 weeks protected and may have his days off adjusted only to conform to the vacant line.
8

9 **N. WORKFORCE REDUCTION**

10
11 If an employee is displaced from his work schedule line due to a desk closure or other event,
12 he has the right to displace any junior employee. This process will continue until there is no
13 junior employee to displace. All previously awarded vacations and option week(s) will be
14 protected.
15

16 **O. ELECTRONIC BIDDING**

17
18 If the Company acquires software that will allow electronic bidding, the Company and Union
19 may change the existing bid procedure set forth in this Article by mutual agreement.

ARTICLE 23 – BID PROCEDURES

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 23 - Bid Procedures

4
5 The parties have agreed in Article 23 to add new language allowing Dispatchers the
6 opportunity to bid two (2) different schedules within what was the one bid year. In conjunction
7 with that change the parties agreed that the annual scheduled year would begin on the first
8 Sunday in April and the second six (6) month bid period would start the first Sunday in
9 October. The parties moved the bid period starts to a Sunday to minimize the number of
10 transitional conflicts. The parties recognized that the use of the Sundays might conflict with
11 some of the provisions within the contract which provide for vacation and option/sick time
12 effective April 1 of each year. The parties agreed that the change to Sunday for the start of
13 Bid Period will not in any way diminish the benefits a Dispatcher would accrue or impact the
14 time when the time off can be bid. The Company will meet with the Union to discuss any
15 issues upon request.

ARTICLE 23 – BID PROCEDURES

1 **ARTICLE 24 – BENEFITS**

2
3 **A. MEDICAL AND OTHER BENEFITS**

- 4
5 1. The Company will maintain, for the duration of this Agreement, the benefits as
6 outlined in the Summary Plan Description (SPD) for the UPS Health and
7 Welfare Package Plan. Prescription benefits will continue to be provided by
8 Express Scripts/Medco.
9
10 2. Plan benefits will be maintained at levels no less than those in effect as of the
11 date of ratification. In the event of an enactment of a federal law directly and
12 substantially impacting how medical services are provided, the Company or
13 Union shall have the right to serve a notice of a reopener of this Article. Should
14 it become necessary to adjust the benefit level during the duration of this
15 Agreement, the Company shall meet with the Union to negotiate any changes
16 as required under the terms of the Railway Labor Act. It is understood it may
17 be necessary to make changes as the result of the enactment of any Federal
18 or State law directly impacting the health insurance package.
19
20 3. No employee will incur a new pre-existing period as a result of switching health
21 insurance. The Company will provide benefits as outlined herein to employees
22 who are covered by this agreement including newly hired employees on the
23 first day of their active employment. The initial coverage option shall be Option
24 1. The dispatcher shall have the right to change his coverage option during
25 the next annual election period. Pursuant to the Affordable Care Act (ACA),
26 there is no lifetime maximum. If the ACA is ever repealed or modified to
27 eliminate the requirement of an uncapped maximum, the lifetime maximum for
28 Dispatchers and any eligible dependents covered under the UPS Health and
29 Welfare Package Plan will be two million dollars (\$2,000,000) each, with
30 annual restoration as specified in the Summary Plan Description (SPD).
31
32 4. Effective upon ratification of this Agreement, contributions for medical, dental
33 and vision coverage shall be as follows on a monthly basis:

34

35	Single	\$65.00 or \$75.00;
36	Employee & Spouse	\$101.00 or \$111.00;
37	Employee & Children	\$101.00 or \$111.00;
38	Family	\$176.00 or \$186.00.

39

40 The employee shall be responsible for executing the paperwork necessary to
41 make these deductions from his paycheck. These monthly premiums will not
42 increase while this agreement remains in effect.
43

ARTICLE 24 – BENEFITS

- 1 5. The Short Term Disability (STD) benefit will be equal to sixty percent (60%) of
2 the employee's monthly salary with a benefit cap of \$10,000 per month.
3
- 4 6. An employee may elect to have a Long Term Disability (LTD) benefit of sixty
5 percent (60%) of their monthly salary with a benefit cap of \$10,000 per month.
6 The employee's contribution will remain \$15.16 per month. If increases in cost
7 for this coverage occur during the term of this Agreement, monthly deductions
8 representing the one-half (1/2) of the cost can be increased only on January
9 1st of each year of this Agreement. Notification to the Union of any such
10 increase will be made at least two (2) months prior to any increase being made
11 effective. The Union may contact the Company to discuss other options at that
12 time.
13
- 14 7. The Company will provide all employees with a Summary Plan Description
15 (SPD) in booklet form describing all benefits prior to or at the time coverage
16 commences, and provide employees with an explanation of any changes to
17 the SPD required by governmental law or regulation within thirty (30) days of
18 the effective date of such changes. Once each year, the Company will provide
19 the Union with a complete copy of the underlying Plan documents for any
20 health care plan and other welfare benefits being offered to employees under
21 this Agreement.
22
- 23 8. For the duration of this Agreement, the Company will maintain within its
24 Human Resources department personnel to assist covered employees and
25 their families regarding problems associated with health care claims and
26 reimbursement procedures.
27
- 28 9. Each calendar year, retirees will be able to select benefits in accordance with
29 the following paragraphs, depending on their retirement date:
30
- 31 (1) Those employees who have thirty (30) or more years of service when
32 this contract is ratified shall, upon retirement, be eligible for retiree
33 medical benefits in accordance with the terms of the Plan. (The Plan
34 excludes employees who are eligible for Medicare.) The monthly
35 contribution for coverage for these employees at retirement shall be
36 one-hundred and fifty dollars (\$150.00) for single or single plus-one.
37 Family coverage shall be three hundred dollars (\$300.00) per month.
38 These rates will become effective January 1, 2020. Any employee
39 covered by this paragraph who retires before January 1, 2020 will pay
40 the monthly amount specified in the prior contract.
41
- 42 (2) Eligible dispatchers who do not have thirty (30) years of service at
43 ratification and who retire subsequent to the date of ratification of this

ARTICLE 24 – BENEFITS

1 Agreement shall have an annual option to elect to be covered by
2 Paragraphs (a) or (b) below. If a dispatcher dies, any eligible surviving
3 spouse or dependent(s) shall have the same two (2) options. An initial
4 selection between Option (a) or (b) below shall be made when the
5 retirement is effective. The default option shall be Article 24.A. 9. (2).
6 (b). Thereafter, the dispatchers' annual election shall occur at the same
7 time as all other active dispatchers. This paragraph shall become
8 effective on January 1, 2020. Dispatchers who retire between the date
9 of ratification and January 1, 2020, shall be provided the retiree medical
10 benefit coverage as set forth in the predecessor labor agreement until
11 January 1, 2020. The two (2) options, effective January 1, 2020 will be:
12

13 (a) Health Retirement Account (HRA)

14
15 (i) In lieu of Company-provided medical, dental, and vision benefits,
16 the eligible retiree will be provided six thousand two hundred fifty
17 dollars (\$6,250) annually per participant (i.e., retiree, spouse and
18 dependent, if any), up to a maximum of three (3). The monies
19 will be deposited into the retiree's HRA to be used as allowed by
20 law. Unused monies can be rolled over year-to-year for
21 subsequent use. If a retired dispatcher has a spouse or
22 dependent, the HRA account will be established jointly, to allow
23 unused monies to pass to any eligible survivors. The annual
24 contribution for a participant will stop when a participant dies or
25 becomes eligible for Medicare. A spouse or dependent must
26 thereafter maintain eligibility. An HRA account will end and any
27 unused monies will revert to the Company when the last
28 participant ceases to be eligible to participate. The six thousand
29 two hundred fifty dollars (\$6,250) will be prorated for any partial
30 years that may occur.
31

32 (ii) Eligibility for the HRA will be determined by the terms of the
33 current retiree SPD.
34

35 (b) UPS Health & Welfare Benefit Package for Retired Employees
36 (Retiree Package).

37
38 (i) Eligible retirees, spouses and dependents may elect annually to
39 maintain coverage through the Retiree Package. It will provide
40 medical, dental and vision benefits equal to those provided to
41 retirees under the predecessor labor agreement.
42

ARTICLE 24 – BENEFITS

- 1 (ii) The Retiree Package shall have a one-million-dollar
2 (\$1,000,000.00) lifetime maximum.
3
4 (iii) The retiree will have an annual election as to the benefit level for
5 the upcoming year. The election shall be made at the same time
6 as active dispatchers.
7
8 (iv) If a retired dispatcher is married to another UPS employee who
9 is still actively employed, medical coverage will be provided to
10 the retiree and any eligible dependents through the active
11 dispatcher's coverage. When the second employee of the
12 couple retires, this Section shall become applicable.
13
14 (v) A retired dispatcher (or eligible spouse or dependent if they
15 survive the dispatcher) shall be responsible for a contribution
16 equal to the per capita cost in excess of six thousand two
17 hundred fifty dollars (\$6,250) annually per participant. The
18 contribution shall be monthly. The Company shall provide the
19 Union the relevant data used to determine the excess over six
20 thousand two hundred fifty dollars (\$6,250). Each participant, up
21 to a maximum of three (3), shall be eligible for a six thousand
22 two hundred fifty dollars (\$6,250) annual credit. The eligible
23 participants shall be notified by the Company of the required
24 monthly contribution each year.
25
26 (vi) Eligibility for coverage will be determined by the terms of the
27 retiree SPD in effect on the date of ratification.
28

29 **B. DEFINED BENEFIT PENSION PLAN**
30

- 31 1. Employees shall continue to be subject to coverage by the UPS Pension Plan
32 as stated in the Schedule for Dispatchers. Service for credit purposes will be
33 calculated from the date of hire with the Company with an offset benefit from
34 the UPS Retirement Plan, which represents the same period of service.
35
36 2. One (1) year of service credit for benefit accrual purposes shall be any
37 calendar year in which the employee completes 1,500 hours of service. The
38 Plan will include a schedule for pro-rated service credit. A vesting year for
39 purposes of this Section shall be any year in which the employee completes
40 750 hours of service.
41
42 3. The normal monthly retirement benefit for employees with a birth date prior to
43 10/1/1974 will be equal to \$175 x years of service, up to a maximum of thirty-

ARTICLE 24 – BENEFITS

1 five (35) years. For employees with a birth date of 10/1/1974 or later, the
2 normal monthly retirement benefit will be equal to \$150 x years of service, up
3 to a maximum of thirty-five (35) years. These monthly rates will apply to all
4 accrued years of service for any eligible employee who retires after the
5 effective date of this Agreement.
6

7 4. Eligibility and vesting requirements will remain unchanged. There will be no
8 Social Security offset other than the one contained in the UPS Retirement Plan
9 in the grandfathered integrated formula.

10
11 5. An employee shall be eligible for normal retirement at age sixty-five (65)
12 provided he has been a participant in the Plan for at least five (5) years or has
13 five (5) vesting years, whichever occurs first.
14

15 6. Early retirement for any employee will be as early as age fifty-five (55) and ten
16 (10) years of vesting. If an employee retires on or after attainment of age fifty-
17 five (55) with at least ten (10) years of vesting but less than thirty (30) years of
18 service credit with the Company, his retirement benefit will be reduced three
19 percent (3%) for each year (0.25 percent for each month) that he retires before
20 age sixty-five (65). If an employee retires on or after attainment of age fifty-
21 five (55) with at least thirty (30) years of service credit with the Company, his
22 retirement benefit will not be reduced.
23

24 **C. 401(K) PLAN**

25
26 By January 1, 2011, the Company will place the employees covered by this Agreement into
27 a 401(k) Plan which will allow an Employer match. The Employer shall pay the record
28 keeping expense for the Plan. Once employees become participants, UPS shall withhold
29 from an employee's earnings the amount specified by the employee in compliance with the
30 Internal Revenue Code and ERISA. The Company shall provide to each eligible employee
31 a match to his 401(k) account in the amount of one hundred percent (100%) of the first three
32 percent (3%) of pretax money saved by the employee. This match will be deposited
33 quarterly in each employee's account in the form of a cash contribution. Employees with
34 monies in other 401(k) Plans shall be allowed to maintain those accounts or roll them over
35 into another account as allowed by law.
36

37 **D. VEBA FOR POST-RETIREMENT HEALTH EXPENSES**

38
39 With sixty (60) days advance written notice from the Union, the Company will deduct, for
40 each full hour of a Dispatcher's pay, one dollar (\$1) from such pay and contribute it to such
41 dispatchers' retiree health reimbursement account (HRA) in a Voluntary Employees'
42 Beneficiary Association (VEBA) trust established by the Union. Such contribution shall be
43 in the form of a salary reallocation per paycheck. It shall be included or excluded from gross

ARTICLE 24 – BENEFITS

1 income as determined by the law. Contributions shall be made within five (5) business days
2 of when dispatcher is paid. No amounts shall be forfeited or applied against any Company
3 contribution obligation. The Union shall have the responsibility for establishing and
4 administering the VEBA. The Company shall have no obligation other than the deduction
5 and remission of the money.

ARTICLE 24 – BENEFITS

1 UPS and TWU

2 Joint Interpretation of Changes

3 Article 24

4

5 Section A.9.(2)(a)(i):

6 The parties want to clarify that the reference to a “participant dies or becomes eligible for
7 Medicare” includes the retired employee, his or her spouse or dependent. The death or
8 eligibility of a participant shall not effect the right of other eligible participants to continue to
9 receive the \$6250 each year.

ARTICLE 24 – BENEFITS

1 **ARTICLE 25 - TRAINING**

2
3 **A. GENERAL**

4
5 The Company will provide all required training for employees on the Dispatch Group
6 Seniority List. Employee training up to a maximum of three (3) days each schedule year
7 may be conducted on an employee's scheduled day off to be paid at the straight time (1x)
8 rate of pay. These training days must be followed or preceded by a minimum of two (2)
9 consecutive days off. Classroom training days will be a maximum of nine (9) hours exclusive
10 of a one (1) hour lunch period. Employees may request training on the employee's
11 scheduled shift (i.e. AM, PM or MID). Such requests will only be denied for legitimate
12 business reasons.

13
14 **B. TRAINING MEETINGS**

15
16 The Division Manager of the Flight Control department or designee will meet quarterly or as
17 necessary with the Section Chairman or his designee to discuss and consult on training
18 issues.

19
20 The Section Chairman or his designee will be afforded the opportunity to review and discuss
21 any checks or examinations administered.

22
23 **C. ON-JOB TRAINING (OJT) INSTRUCTOR**

24
25 The Company will select employees from the Dispatch Group Seniority List for the position
26 of OJT Instructor on an annual basis after the annual schedule bid has been completed.
27 The Company will notify employees of the open positions and allow thirty (30) calendar
28 days for employees to apply for the positions. To be considered for the position of OJT
29 Instructor, an employee must have a minimum of two (2) years industry experience,
30 including one (1) year of UPS Dispatch experience. He must be qualified in the
31 classification for which he will be giving training. This position requires a one (1) schedule
32 year commitment. All OJT Instructors will be required to hold a line on the work schedule
33 in the classification for which he will be giving training. The override for OJT Instructors
34 shall be as provided in Article 18. If there are not sufficient volunteers, the Company will
35 select additional OJT Instructors. Otherwise, the Company shall have no right to require
36 an employee to be an OJT Instructor.

37
38 Once selections for the OJT Instructor positions have been made, all OJT Instructors will be
39 required to attend training with the Company to discuss training techniques, training
40 syllabus, completion standards, training goals for the schedule year and other subjects
41 selected by the Company. The Dispatch Trainers shall assist the Company in developing
42 this training. This training shall be completed by March 31st.

43
ARTICLE 25 – TRAINING

1
2 **D. NEW HIRE ORIENTATION**
3

4 All new employees will have all benefits information, computer sign-ons and passwords,
5 jumpseat access (including CASS), and Company ID as soon as reasonably possible after
6 their date of hire.
7

8 All new employees will be scheduled, within the first forty-five (45) days of employment, to
9 attend a training class including but not limited to the following subjects:
10

- 11 1. Department policies and procedures
- 12 2. All necessary computer applications
- 13 3. Flight Control's roll in the airline operation
- 14 4. Departments within GOC and their role in the airline operation
- 15 5. UPS air system including 1DA & 2DA operations
16

17 Union representatives will be given the opportunity to meet with new hire employees during
18 orientation. Such time shall be scheduled during the last sixty (60) minutes of a class day
19 during the employee's first week of class. It is understood that if such time exceeds the
20 normal scheduled class day, it shall be without pay.
21

22 **E. INITIAL DISPATCHER QUALIFICATION**
23

24 All new employees will begin training to become a Dispatcher within the first forty-five (45)
25 days of being placed on the dispatch group seniority list. They will be assigned to qualified
26 OJT Instructors for the duration of their OJT training, and their work schedule will be built to
27 mirror that of the OJT Instructor they are working with. The Company will publish a tentative
28 training schedule fourteen (14) days prior to an employee beginning his Initial Dispatcher
29 Qualification. The Company will schedule an employee with the same OJT Instructor for a
30 minimum of two (2) weeks, if feasible. All required ground school training will be completed
31 as soon as practical and will be provided prior to on-the-job training (OJT), if possible.
32

33 If an employee fails an examination or competency check during his Initial Dispatcher
34 Qualification, he will be retrained and another examination or competency check will be
35 administered. If the second examination or competency check is failed, the employee may
36 be removed from the Dispatch Group Seniority List and may be discharged.
37

38 An employee may use a qualified Dispatcher's name or perform the duties of a qualified
39 Dispatcher only if employee is working under the direct supervision of the Dispatcher whose
40 name is being used. A Dispatcher will not have more than one (1) employee working under
41 his direct supervision.
42

ARTICLE 25 – TRAINING

1 Once an employee has completed all of his initial training and competency checks, he will
2 be assigned a "Training Relief Line" for ninety (90) days. This line will be an additional
3 temporary relief line built with Domestic work only. An employee working a "Training Relief
4 Line" will receive Dispatcher pay and not be eligible for management displacement. After
5 the 90 days, he will begin working his domestic line or begin international training as
6 appropriate.

7
8 **F. INTERNATIONAL DISPATCHER TRAINING**

9
10 All employees being upgraded to International Dispatcher will be assigned to qualified OJT
11 Instructors for the duration of their OJT training, and their work schedule will be built to
12 mirror that of the OJT Instructor they are working with. The Company will publish a
13 tentative training schedule fourteen (14) days prior to an employee beginning his
14 International Dispatcher training. The Company will schedule an employee with the same
15 OJT Instructor for a minimum of two (2) weeks, if feasible. All required ground school
16 training will be completed as soon as practical. An employee who has been international
17 qualified in the past who has not maintained his currency will have the option to complete
18 an abbreviated international training program. The Dispatch Trainers shall be involved in
19 the development of this program.

20
21 If an employee fails an examination or competency check during his International Dispatcher
22 training, he will be retrained and another examination or competency check will be
23 administered. If the second examination or competency check is failed, the Company and
24 the Union will meet to discuss options available to the Company to include the possibility of
25 additional training.

26
27 **G. DISPATCH LEAD TRAINING**

28
29 After the schedule bid has been completed and prior to the beginning of the schedule year,
30 employees awarded Lead lines will be required to complete four (4) days of Dispatch Lead
31 training unless the employee is staying in his current classification and shift (i.e. AM, PM, or
32 MID). This training will be accomplished through OJT and may be reduced with mutual
33 agreement. OJT will be accomplished by the employee currently in the classification on that
34 shift (i.e. AM, PM, or MID) or by a supervisor, as applicable.

35
36 **H. RECURRENT TRAINING**

37
38 All employees will be required to attend annual recurrent training in accordance with FARs.
39 In addition, all qualified International Dispatchers will be required to attend an additional day
40 of International recurrent training covering all International areas of operation (e.g. South
41 America, North Atlantic, Europe, North Pacific, South Pacific, China, etc.).

42
ARTICLE 25 – TRAINING

1 International qualified Dispatchers who bid out of a line requiring an international
2 qualification will have the option to maintain their international qualification for up to three
3 (3) years by attending the additional day of International recurrent training and CBT course
4 work. The CBT course work will be limited to a total of three (3) hours and may include
5 training on each of the Regions. The Dispatch Trainers shall be involved in the development
6 of the CBT programs.

7
8 **I. OTHER TRAINING**
9

10 The Company will provide training for any new areas of operation. The Company will also
11 provide an information packet for new destinations. The packet will include, but not be limited
12 to, availability of weather information, landing permits, curfews, approved alternates, unique
13 features of airports, if any, etc. The Company will also provide training for any new
14 technology brought into the Dispatch office and any new FAA-mandated training. In
15 addition, the Company may require up to twelve (12) hours of computer-based training
16 (CBT) or home study each schedule year. The CBTs referenced in Section H. above may
17 be included in this twelve (12) hours. This time shall be compensated at the straight time
18 (1x) rate of pay. The Dispatch Trainers shall be involved in the development of any home
19 study training used.

20
21 All employees will be required to attend other additional training as may be deemed
22 appropriate by the Company.

23
24 **J. CLASSES MISSED**
25

26 If an employee does not accomplish his required training within the time provided, and the
27 training is associated with proficiency or regulatory requirements, the employee will be
28 required to complete such training when it is made available on his own time. If as a result
29 of failing to attend scheduled classes a Dispatcher becomes non-current, he will be removed
30 from pay status until training is completed. If the absence is excused, as determined by the
31 Company, the class will be rescheduled in a timely manner.

32
33 **K. FAILURE OF ANNUAL EXAMINATIONS OR COMPETENCY CHECKS**
34

35 If a Dispatcher fails his annual competency check or recurrent training, he will be retrained
36 and a different Flight Control Standards member will administer another competency check
37 or examination on the areas in which he was found to be deficient. If he fails the second
38 competency check or examination, the Company and Union will meet to discuss options
39 available to the Company to include the possibility of additional training.

40
41 If twenty-five percent (25%) or more of a class fails during a year, the Company and the
42 Union will meet to discuss the training issues and potential remedies.
43

ARTICLE 25 – TRAINING

1 **L. ANNUAL OPERATIONAL FAMILIARIZATION**

2
3 Employees will be scheduled for their FAR Operational Familiarization flight(s) on scheduled
4 work days and shall receive his normal pay. In the event an Operational Familiarization
5 extends into an employee's days off because of reasons beyond his control (e.g. weather,
6 flight cancellation, etc.), those days will be paid in accordance with Article 5. Employees
7 are responsible for knowing their Operational Familiarization expiration date. Employees
8 may be permitted, with Company approval, to exchange scheduled Operational
9 Familiarization days on their line with other time off the employee may have.

10
11 Employees will be listed as Priority 4 for annual Operational Familiarization flights. The
12 employee may accompany the flight crew during the aircraft walk-around inspection prior to
13 the Operational Familiarization flight, subject to the crew's approval. Employees may stay
14 at the same hotel as the flight crew. If a Dispatcher learns before he departs on his
15 Operational Familiarization that there are not rooms available at the hotel the crew is using,
16 the Dispatcher will have the option to reroute his Operational Familiarization.

17
18 The employee will be responsible for selecting flights in order to maintain currency and notify
19 the Company of the selections. Such flights must be approved by the Company.

20
21 Days for Annual Operational Familiarization:

22 Domestic	1 (one) day
23 International	2 (two) days
24 ETOPS	4 (four) days

25
26 The number of days listed above may be exceeded with Company approval based on the
27 demonstrated need to obtain additional Operational Familiarization.

28
29 **M. FAILURE TO COMPLETE ANNUAL OPERATIONAL FAMILIARIZATION**

30
31 If an employee fails to complete his required annual Operational Familiarization by the end
32 of his base month, he will be removed from the work schedule until such Operational
33 Familiarization is completed. He will not be paid for the time missed. If failure to complete
34 the annual Operational Familiarization is due to circumstances beyond the employee's
35 control, the Company will cover the necessary shift(s) to allow the employee to complete his
36 annual Operational Familiarization, and he will receive his normal pay.

37
38 **N. EARLY TRAINING**

39
40 After the annual schedule vacation and option week bid, the Company may request a Block
41 Holder who requires training for the next schedule year to begin his training early. This will
42 be with mutual agreement with the employee.

ARTICLE 25 – TRAINING

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 25 Training
4

5 The first change in Article 25 was in Section D. where the ninety (90) day limitation to attend
6 an orientation training class was reduced to forty-five (45) days.
7

8 In Section E. the forty-five (45) days was repeated again. There were several places in which
9 the parties replaced "Assistant Dispatcher" ("AD") with employee as the AD classification
10 has been eliminated from the contract. With the elimination of the AD classification, the
11 parties included a new paragraph to establish a process for bringing a new dispatcher into
12 the group. It provides that once a new dispatcher completes his initial training he will be
13 assigned a newly created training relief line with domestic work only. The dispatcher will
14 remain on this domestic relief line for ninety (90) days. He will not be subject to displacement
15 during this period as the parties want a new dispatcher to become as proficient as possible
16 as quickly as possible. After the ninety (90) day period the new dispatcher would then be
17 assigned an available domestic shift or, if he is going to international, he would then go into
18 international training.
19

20 In the course of several proposals and counters, the parties discussed that this temporary
21 relief line which is created for the new dispatcher could be filled with work from a shift which
22 becomes open as a result of another dispatcher retiring, separating employment or perhaps
23 just taking a leave of absence. In fact, after the ninety (90) day training relief line period, the
24 dispatcher could be assigned the same shift to cover for the remainder of the schedule year.
25

26 In Sections F. and H. the parties agree to some new provisions making it easier for
27 dispatchers to maintain or regain their international qualifications.
28

29 In Section I. the total number of hours that can be used for CBT training was increased to
30 twelve (12) from nine (9). It is also the parties' intent that the new CBTs referenced in Section
31 H. can be used in connection with the training referenced in Sections F. and H.
32

33 Finally, the parties did not make any changes in Section L. but did want to include a note
34 here that it is their intent to continue to apply the language as it has in the past. That is, the
35 Company will continue to give reasonable consideration and approve reasonable requests
36 by dispatchers for particular familiarization rides.

ARTICLE 25 – TRAINING

ARTICLE 26 - LEGAL REPRESENTATION

1
2
3 The Company will, at its own expense, provide legal representation for any employee named
4 as a defendant or subpoenaed as a witness by a third party in any legal proceedings
5 (including those initiated by fellow employees) arising out of such employee's performance
6 of his duties with the Company within the scope of his employment, and will also indemnify
7 such employee against any money judgment or award rendered against him. It is expressly
8 understood that the Company's obligations as set forth herein will apply equally to legal
9 proceedings against an employee's estate. The foregoing will not apply when the claims
10 arise from the intentional misconduct of the employee. An employee or his estate will not
11 pay costs of aircraft, equipment or other property damaged in the performance of his duties
12 with the Company unless the employee has engaged in intentional misconduct.
13
14 The Company will have no obligation under this Article to reimburse Dispatchers for any fine
15 or penalty imposed on an employee by the FAA or NTSB or to provide representation before
16 the FAA or NTSB.

ARTICLE 26 – LEGAL REPRESENTATION

ARTICLE 27 – COMMITTEES

- 1
2
3 1. The Company will meet with any Committees established by the Union to review
4 safety, schedules, or any other work-related issues. Time off by employees for the
5 purpose of Committee work or meetings will be reimbursed by the Union. Time off
6 will be granted consistent with the needs of service, as determined by the Company.
7
8 2. The Company will meet once a quarter, or more frequently upon mutual agreement,
9 with the Union's Flight Safety Committee to participate in reviewing and discussing
10 policy and procedure changes, communications and operational flight safety issues.
11 Safety committee meetings shall normally occur during regular business hours. Time
12 spent in committee meetings by designated committee members shall be without loss
13 of time or pay. Should the committee meeting occur during hours that are other than
14 the employee's normal work shift, the hours will be paid at the straight time (1x) rate
15 and will not be considered for purposes of overtime.
16
17 3. The Company will meet upon request with the Union's Workload committee to
18 discuss and explore methods to plan staffing requirements and distribute the
19 workload more equally among Dispatchers. If mutual agreement is reached, the new
20 methods will be implemented as soon as reasonably practical.

ARTICLE 27 – COMMITTEES

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 27 COMMITTEES

4
5 The parties agreed to keep the language in Article 27 unchanged with the understanding
6 that the executed Workload Agreement is binding and that any future changes to the
7 workload agreement would be done only by mutual agreement and reduced to writing. The
8 change will be reviewed and approved by the Union's principal officer and the Division
9 Manager of the Dispatch Department.

ARTICLE 27 – COMMITTEES

1 **ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION**
2

3 The Company agrees to maintain a Drug and Alcohol Rehabilitation Program for
4 Dispatchers no less beneficial than the program for Crewmembers. Any drug and alcohol
5 testing will be performed in accordance with 49 CFR part 40. A Dispatcher selected for
6 testing will turn his flight(s) over to a Dispatch Lead before leaving for the test. If the required
7 test is on a shift on which a Lead is not scheduled, the Company will use the overtime
8 process to cover the desk of the Dispatcher being tested.
9

10 **A. ALCOHOL TESTING**
11

12 1. Split Sample Method
13

14 At such time that split-sample breath collections become commercially
15 available and their use is authorized under DOT regulations, the Company will
16 initiate discussions with the Union concerning the manufacturer and model to
17 be used in changing to this type of equipment.
18

19 2. Compensation and Scheduling
20

21 a. For purposes of all drug/alcohol testing, it is important that the collectors
22 and BATs are at their posts with operational equipment. An employee
23 shall not be required to wait for the arrival of the collector (for urine drug
24 testing) or BAT (for alcohol testing) past their scheduled time off, unless
25 it is a reasonable cause or post-accident test.
26

27 b. UPS will provide a commercial ticket for purposes of meeting with a
28 Substance Abuse Professional (SAP) for positive drug tests, if the
29 Company SAP is located outside of the Louisville area. The Company
30 will also furnish one-way commercial air travel to return the Dispatcher
31 home.
32

33 c. Dispatchers unable to work due to a prolonged alcohol testing procedure
34 required by the DOT regulations will have their shift covered with no loss
35 of pay. If the Dispatcher is removed from duty as a result of testing
36 between 0.02 and .039, he shall be returned to pay status as allowed by
37 the FARs.
38

39 3. Alcohol Evaluation/Rehabilitation
40

41 UPS and TWU agree to use the UPS/IPA list of Substance Abuse
42 Professionals to be used in employee evaluations and a list of drug/alcohol
43 rehabilitation facilities. Names may be added to the lists with mutual

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 agreement or subtracted at the request of either party. Employees will be
2 allowed to select a rehabilitation facility from the current list.

3
4 4. Consequences of Confirmed Positive Alcohol Tests

5
6 a. UPS and TWU agree that the workplace is to remain alcohol and drug
7 free. UPS may terminate for just cause any employee for refusing to
8 submit to an FAA-required alcohol test or for having a confirmed breath
9 alcohol level of .04 or greater on an FAA-required test provided the
10 testing was done in conformity with the UPS Alcohol Testing Program,
11 and all applicable federal regulations. The parties agree that failure to
12 follow equipment manufacturer guidelines will result in a no just cause
13 determination if the failure causes the test to be invalid.

14
15 b. An employee having a confirmed breath alcohol level of .02-.039 on a
16 FAA-required test will be taken out of service. UPS may issue a letter of
17 warning to such an employee that will stay in existence in that
18 Dispatcher's personnel file for a two (2) year period. If the Dispatcher
19 subsequently registers a second confirmed positive at the .02-.039 level
20 during the life of a .02-.039 letter of warning, the Dispatcher will be
21 removed from working status and referred to a SAP for evaluation. The
22 employee will comply with the prescribed treatment plan, if any,
23 recommended by the SAP. Upon successful completion of the treatment
24 and aftercare plans, the employee will be reinstated to pay status after
25 signing a Return to Work agreement (see Addendum). All medical costs
26 associated with evaluation and treatment shall be paid by the Company
27 in accordance with the terms of the insurance plan. UPS may terminate
28 for just cause an employee following a third confirmed positive at the
29 .02-.039 level when two (2) prior .02-.039 letters of warning remain in
30 existence pursuant to this Agreement. All testing shall conform to this
31 Article, the UPS Alcohol Testing Program, and all applicable federal
32 regulations. In addition, failure to follow equipment manufacturer
33 guidelines will result in a no just cause determination if the failure causes
34 the test to be invalid.

35
36 c. Any employee that is disciplined or issued a letter of warning under this
37 Agreement may challenge such action in accordance with this
38 Agreement.

39
40 5. Records

41
42 a. The Substance Abuse Professional (SAP) and UPS shall maintain a
43 separate record keeping system for alcohol testing results apart from the

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 standard medical and drug testing files. Such records shall be kept in a
2 secure location.

3
4 b. UPS will confidentially maintain Company records of test results in excess
5 of .02 on a need-to-know basis.

6
7 c. Records of test results in excess of .02 will be kept in a secure location in
8 a place other than with individual personnel files. Results will not be
9 released unless specifically requested by the NTSB, FAA, or in conformity
10 with applicable federal statutes or regulations.

11
12 6. Other Rights

13
14 a. When an employee is alcohol tested by UPS for reasonable cause or in
15 the post-accident context, the employee will be allowed the opportunity to
16 notify and have a Union representative present during the testing. If
17 requested and no representative is available, the employee may select
18 another employee to represent him or her. The employee retains all other
19 rights to Union representation provided by the contract. The unavailability
20 of a representative shall not preclude any test required by law.

21
22 b. UPS may make allowances for valid personal emergencies and, at its
23 discretion, delay a scheduled alcohol test with no prejudice to the affected
24 Dispatcher.

25
26 c. UPS and the Union will meet to discuss and approve proposed
27 amendments to the program; however, UPS shall have the unilateral right
28 to amend the program after consultation with the Union, in order to comply
29 with subsequent federal regulations.

30
31 **B. DRUG TESTING**

32
33 UPS and the Union recognize that a drug-free workplace is essential to transportation safety
34 and UPS and the Union wish to see the implementation of a testing program that affords the
35 maximum protection and quality assurance to Dispatchers.

36
37 1. UPS shall continue the split sample method. The samples shall be shipped
38 and stored at the same testing facility.

39
40 2. The Medical Review Officer (MRO) shall make every reasonable effort to notify
41 an employee of a confirmed positive test result in accordance with 49 CFR
42 40.131. The MRO shall not notify UPS until the drug test is verified positive,
43 pursuant to FAA regulations.

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

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3. Upon making contact with a Dispatcher, the MRO shall give that Dispatcher the option, within a reasonable time period not to exceed that allowed under 49 CFR 40-131 and 40-133, of having an in-person, face-to-face interview prior to completing a verified positive test investigation.
 4. UPS will provide a return commercial flight for purposes of meeting with the MRO to discuss a positive test result. UPS will furnish one way commercial travel to return the Dispatcher to their home, if the results are verified positive.
 5. The MRO shall maintain a separate record keeping system – apart from the standard medical files – for drug test results, and such records shall be kept in a secure location.
 6. UPS will confidentially maintain Company records of MRO reported verified test results on a need to know basis.
 7. Verified positive test result records will be kept in a secure location in a place other than with individual personnel files. Results may be released to the NTSB, FAA or in conformity with applicable federal statutes or regulations.
 8. UPS shall not reinstate periodic testing unless required by law. This Article shall apply to such testing, as applicable.
 9. When a Dispatcher is drug tested by UPS for reasonable cause or in the post-accident context, the Dispatcher will be allowed the opportunity to notify and have a Union representative present during the testing. If requested and no representative is available, the Dispatcher may select another employee to represent him or her. The Dispatcher retains all other rights to Union representation provided by the contract. The unavailability of a representative shall not preclude any test required by law.
 10. A Dispatcher may seek rehabilitation treatment through the UPS EAP Program consistent with Article 10. UPS shall extend contractual coverage during the course of the current bargaining Agreement for the above EAP assessment and rehabilitation treatment in accordance with the health insurance plan for Dispatchers.
 11. UPS may terminate any Dispatcher for just cause for refusing to submit to an FAA-required drug test, failing a drug test or adulterating a urine specimen provided that the testing was done in conformity with applicable DOT/FAA regulations, the UPS Drug Testing Program, and this Article. It is acknowledged that the MRO must review any medical records provided by the

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 employee to determine if a confirmed positive test result resulted from legally
2 prescribed or dispensed medication. Before a MRO can verify a confirmed
3 positive test result for opiates, he or she must determine that there is clinical
4 evidence - in addition to the urine test - of unauthorized use of any opium,
5 opiate or opium derivative (e.g. morphine/codeine). Should the collection or
6 testing facility commit an error in the handling or processing of a random
7 sample, the Dispatcher shall not be required to undergo a repeat random
8 collection, but rather the test shall be canceled.
9

- 10 12. Any Dispatcher who has a verified positive drug test and who is terminated or
11 disciplined by UPS in accordance with the terms of this Agreement may
12 challenge such termination or discipline under Article 14 of the Agreement.
13
- 14 13. UPS may make allowances for valid personal emergencies and in its
15 discretion delay a scheduled drug test with no prejudice to the affected
16 Dispatcher.
17
- 18 14. UPS shall not construe time spent in drug testing or awaiting testing to be "rest
19 time" as required by the Federal Aviation Regulations (FARs) and/or per the
20 contract.
21
- 22 15. Dispatchers prevented from working their shift due to a prolonged drug testing
23 procedure required by the DOT regulations will have his shift covered with no
24 loss of pay.
25
- 26 16. The parties agree that the UPS Drug Testing Program dated March 1, 2001 is
27 hereby agreed to by the parties and incorporated by reference. UPS and the
28 Union will meet to discuss and approve proposed amendments to the
29 program; however, UPS shall have the unilateral right to amend the program,
30 after consultation with the Union, in order to comply with subsequent federal
31 regulations.
32
- 33 17. Assuming the initial immunoassay, the gas chromatography/mass
34 spectrometry (GC/MS), and the GC/MS re-test of the original sample each
35 confirmed positive, the Dispatcher - at his or her expense - shall have the right
36 to either request that the second sample be shipped and tested by another
37 NIDA certified laboratory designated by UPS or request the retest of the
38 original sample by the initial laboratory. A negative result of the second test
39 will render the entire test canceled, and the cost of the retest will be paid by
40 the Company.
41
- 42 18. If the Dispatcher first chooses the split retest procedure and subsequently
43 exercises his right to retest the original sample, or chooses the retest of the

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 original sample and then subsequently the split retest, the cost of shipping,
2 handling and testing of this third procedure shall be paid by the Dispatcher.
3 Should the split (second) sample be lost or misplaced, the entire test will be
4 canceled.

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 28

4
5 Preamble

6
7 The Dispatch Lead or the Dispatcher called in for overtime to cover for a drug and/or
8 alcohol test will be available to take turnover before the Dispatcher is notified he has been
9 selected for testing.

ARTICLE 28 – DRUG AND ALCOHOL TESTING & REHABILITATION

1 **ARTICLE 29 – EARNED COMPENSATION BANK**

2
3 Each employee will be permitted to maintain an Earned Compensation Bank (ECB). He may
4 convert hours worked on overtime (e.g. 9 hours at 2x = 18 bank hours) and holiday(s) to
5 earned compensation hours. The hours will be credited to his account instead of being paid
6 as wages to the employee. The hours accumulated may then be used as follows:
7

- 8 1. PERSONAL DAY COVERED BY X-DAYS - An employee may request days
9 off covered by X-Days no more than fourteen (14) calendar days in advance.
10 The employee's bank will be charged with nine (9) hours per day covered. The
11 time off will be awarded on a "first come, first served" basis.
12
- 13 2. PERSONAL DAY COVERED BY OVERTIME - An employee may request up
14 to twelve (12) days off to be covered by voluntary overtime subject to coverage
15 and needs of the service. He may not request the time off more than five (5)
16 business days in advance. The day off will not be awarded more than three
17 (3) business days before the requested day and will be granted in seniority
18 order. A maximum of four (4) days may be requested with less than twenty-
19 four (24) hours' notice. The employee's bank will be charged the time used
20 by the Company to cover his shift (e.g. thirteen and one-half (13-1/2) or
21 eighteen (18) hours).
22
- 23 3. CASH - An employee may convert all or part of the hours in his bank to cash
24 at the rate of pay they were earned. This will be paid on the next available
25 paycheck.
26
- 27 4. EARLY DEPARTURES - Hours may be deducted from the bank to cover early
28 departures from work which are approved by the Company.
29

30 Any banked compensation will be paid out at the end of the calendar year.

ARTICLE 29 – EARNED COMPENSATION BANK

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 29 – EARNED COMPENSATION BANK
4

5 The parties agreed to several changes in Article 29. First, the prior Agreement provided that
6 an employee would have only two (2) times a year in which he could convert monies in the
7 Earned Compensation bank (ECB) into cash. This provision was changed to allow
8 employees to request to be paid out at any time. The payment will be included on the
9 employee's next regular paycheck. Notice must be provided by Friday of any week to be
10 included on the paycheck in the next week.

11
12 The Article was also changed to delete the reference to Assistant Dispatcher as that
13 classification is being deleted from the Agreement.

14
15 Finally, the parties deleted the reference to pay out at retirement in the last paragraph
16 because a separate provision has been included in Article 19 detailing the accrued
17 compensation an employee may be due upon separation from employment.

ARTICLE 29 – EARNED COMPENSATION BANK

ARTICLE 30 – DURATION

This Agreement shall become effective on the Date of Ratification and shall continue in full force and effect until October 1, 2024 and shall renew itself without change for each succeeding year thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either Party hereto at least thirty (30) days prior to the October 1, 2024 or any subsequent contract anniversary date.

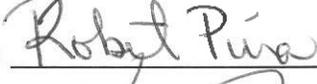
This Agreement shall be retroactive as specified in Article 18.

This Agreement shall supersede and take precedence over all Letters of Agreement and similar related documents which may have been negotiated and signed between December 16, 2001 and the date of this Agreement. It is the parties' intent that any such agreements must have been incorporated into or attached to this Agreement, if they are to have any continuing effect. Further, any Joint Interpretation created as part of the 2008-2015 collective bargaining agreement shall remain in effect if the related contract language remained unchanged.

/s/ John Samuelson 

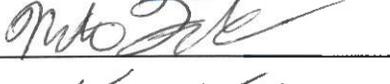
/s/ Jim Wells 

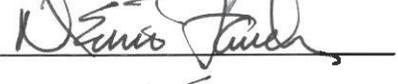
/s/ Mike Mayes 

/s/ Robert Pina 

/s/ Gary Peterson 

/s/ Kevin Foster 

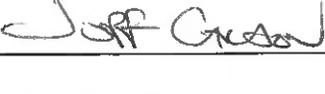
/s/ Mike Falbo 

/s/ Denny Faulk 

/s/ Ken Kishman 

/s/ Brant Venice 

/s/ Randy Carter 

/s/ Jeff Carden 

For Transport Workers Union of America

For United Parcel Service Co.

Date: 18 Oct 2019

Date: 10/18/19

ARTICLE 30 – DURATION

1 UPS and TWU 592 NEGOTIATIONS
2 JOINT INTERPRETATION of CHANGES
3 ARTICLE 30 - DURATION

4
5 The parties have discussed and agreed the last paragraph of Article 30 does not apply to
6 any workload agreement pursuant to Article 27.

ARTICLE 30 – DURATION

JOINT IMPLEMENTATION LETTER OF AGREEMENT

United Parcel Service Co. (Company) and Transport Workers Union, Local 592 (Union) agree on the following for the purpose of insuring a fair and reasonable implementation of their new Tentative Agreement:

1. The Parties agree to create a Joint Implementation Team which will meet as needed, but no less than monthly, for 12 months following ratification to review the progress toward full implementation of the new collective bargaining agreement. Meetings will be held on the 3rd Monday of each month, unless mutually agreed otherwise.
2. The Implementation Team shall be composed of Company and Union representatives who were participants in the negotiating process. During the initial twelve months following ratification, the Implementation Team shall have authority to make final and binding decisions with regard to the proper interpretation and application of the new terms of the new labor agreement. Such decisions shall be by mutual agreement.
3. For those terms and conditions which do not become effective upon signing of the Agreement, the applicable terms and conditions of the previous collective bargaining agreement and any side letters of agreement thereto (the "Previous Agreement") shall remain in effect. When a provision is implemented in part, the Previous Agreement shall remain in effect with respect to matters not implemented.

All Articles of the New Tentative Agreement will become effective on October 1, 2019 except as already specified within the Agreement itself or as set forth below:

- Article 5.E. (Overtime) – The fourteen (14); fifteen (15) and thirteen (13) advance assignment of open time shifts will apply to those shifts which are more than 13, 14 or 15 days, as applicable beyond October 1, 2019. Any earlier open shifts (i.e. not possible to be filled with the new provisions) will be filled in accordance with the day limits in the predecessor agreement.
- Article 11.F. (Sick/Option Weeks) – The new Option Week Bank shall become effective at the end of the 2019-2020 schedule year. It shall be available for use beginning on April 1, 2020.
- Article 24.A.5. and 6. (Benefits) – The new \$10,000 cap shall be applicable to any employee who misses the first day of employment due to a disability on or after October 1, 2019.
- Article 24.C. (Benefits) – The three (3) percent match in this Section is effective upon the date of ratification. However, a dispatcher's increase in 2019 income as a result of the retroactive pay and bonus, shall not become effective for purposes of the three (3) percent match until the retroactive pay and bonus is paid to the

dispatcher. The company shall thereafter contribute the increased match provided the dispatcher has made contributions sufficient to trigger the match.

- Article 25.M. (Training) – The obligation to complete the Operational Familiarization will be applied to any dispatcher who has his base month in October 2019 or thereafter.

OVERTIME FLOW CHART

Are there any legal & qualified **Floater** available with the same start time as the shift being covered?

YES

Contact & assign

NO

Are there any legal & qualified Dispatchers available who are on **X-days**?

YES

Contact & assign as allowed

NO

Consult Overtime Availability List

Are there any legal & qualified Dispatchers signed up to repay **Emergency Days**?

YES

Contact & award

NO

Are there any legal & qualified Dispatchers signed up for **Overtime**?

YES

Contact & award to low hours

NO

Consult Work Schedule & Seniority List

*Are there any legal & qualified **Off-Duty** Dispatchers?

YES

Contact & assign to junior available

NO

*Assign shift to legal & qualified management personnel (**QMP**)

* During the Peak Period, QMP's will be allowed to pick up any remaining open shifts before off-duty Dispatchers are assigned (J/A)

IMPLEMENTATION TEAM DECISION ID #0901

DATE OPENED: March 19, 2009

DATE CLOSED: March 19, 2009

Issue– Article 19.T – Are Operational Familiarization (FAM) rides to Canada and Mexico considered international or domestic?

Resolution – FAM rides for Canada and Mexico are domestic, as is the per diem.

Issue – Can an employee that has “deferred” a vacation in accordance with Article 7.A.1 and 7.A.3 utilize the provisions of Article 7.E to move the vacation into the current schedule year?

Resolution – The parties have agreed that any employee electing to defer their accrued vacation to the next schedule year according to Article 7, Section A, will be permitted to move that vacation to the current schedule year in accordance with Article 7, Section E, provided that vacation is moved to a date that is after the employee’s anniversary date.

FOR UPS







FOR TWU







IMPLEMENTATION TEAM DECISION ID #0902

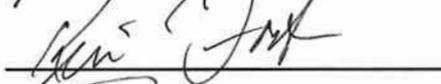
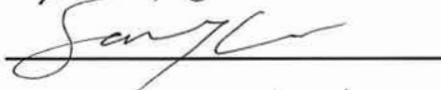
DATE OPENED: April 13, 2009

DATE CLOSED: April 13, 2009

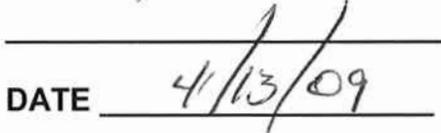
Issue – What should take place in the event there are start time changes when transitioning between schedule years?

Resolution – The parties agree that as part of the oversight and review called for in Article 23, Section E, there should be a discussion of any issues created as a result of the transition between schedule years, including but not limited to required rest, gaps between end and start of schedule shifts and duty limitations.

FOR UPS

DATE



FOR TWU





IMPLEMENTATION TEAM DECISION ID #0903

DATE OPENED: March 27, 2009

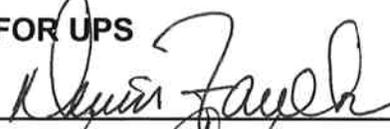
DATE CLOSED: April 13, 2009

Issue – The parties recognize that the Agreement does not completely address how a Floater maybe utilized.

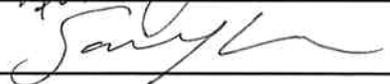
Resolution – The Implementation Team has agreed that if a Floater does not have an assignment, he may be used as specified below.

1. In addition to the language in Article 29, an employee may use hours accumulated in his Earned Compensation Bank (ECB) as follows:
 - a. Personal Day covered by a floater – an employee may request days off covered by floater no more than fourteen (14) calendar days in advance. The employee's bank will be charged with (9) hours per day covered. The time off will be awarded on a "first come, first served" basis.
2. The Company may utilize a Floater during the overtime process before X-day utilization. A Floater being utilized during the overtime process will not have his start time changed and will be qualified to work the shift.
3. Once a Floater has reported to work, he may be required to perform duties of another classification for which he is qualified except a Domestic Dispatcher may only be scheduled to work Domestic shifts (Article 4, section F).
4. Holiday Reduction: If there is a Floater on a holiday and a holiday reduction is planned, the Company and the Union will mutually agree upon the classification of the Floater. Based on operational needs, agreement will not unreasonably be withheld.

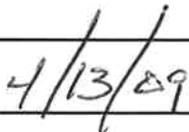
FOR UPS







DATE



FOR TWU







IMPLEMENTATION TEAM DECISION ID #0905

DATE OPENED: July 22, 2009

DATE CLOSED: July 22, 2009

Issue – What is the process for determining International Per Diem when an employee takes personal time off during his Operational Familiarization (FAM)?

Resolution – The parties agree that employees will be responsible for selecting flights for their FAM and have their plan approved by Management according to Article 25 L. If an employee will be taking personal time off during his FAM, the employee and Management will discuss the personal time and the associated break in Per Diem as part of the approval process.

The employee will be entitled to a rest period prior to the start of his personal time. The employee's personal time will begin at the scheduled departure time of the first available flight out after a minimum ten (10) hours rest. The employee's personal time will end with the scheduled departure time of the first flight he takes to continue his FAM.

Per Diem will be paid according to Article 21 A except that Per Diem will not be paid for an employee's personal time.

Example:

UPS 219/08 SDF - PHL (STD 0730 STA 0907)

UPS 207/09 PHL - CGN (STD 1310 STA 2035)

UPS 236/10 CGN - STN (STD 0125 STA 0235)

Available flights out of STN after minimum 10 Hours rest:

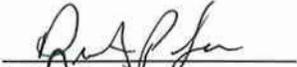
- UPS238/10 STN - SDF (STD 2215 STA 0658)
- UPS235/10 STN - CGN (STD 2145 STA 2250)

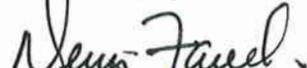
UPS238/15 STN - SDF (STD 1945 STA 0428)

In this example, the employee has taken personal time off in STN. International Per Diem would begin with the block out of UPS207/09 and would end after a rest period following UPS236/10. The rest period would end at the scheduled departure time of UPS235/10 since that is the first available flight out after a minimum ten (10) hours rest. Per Diem would begin again with the scheduled departure time of UPS238/15 and end with the arrival of UPS238/15.

FOR UPS



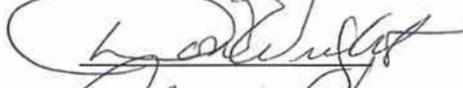




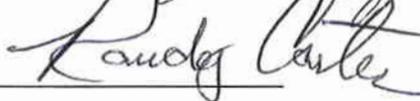


DATE 7/22/09

FOR TWU







IMPLEMENTATION TEAM DECISION ID #0907

DATE OPENED: November 14, 2009

DATE CLOSED: April 06, 2010

Issue – Article 8.G requires employees be paid on a weekly basis. Since pay is based on monthly salary, what is the process in which it will be paid and will the process ensure monthly salaries are paid correctly?

Resolution – The process outlined below will allow employees to be paid accurately on a weekly basis, beginning with the check date April 9, 2010.

Weekly Calculation

Employees Base Monthly Pay will be converted to a Base Weekly Pay for payroll calculation purposes. This Base Weekly Pay will be calculated by multiplying the employee's Straight Time (1x) Rate by 36.24 hours. This calculated Base Weekly Pay will be slightly more than ((Base Monthly pay X 12) / 52) as mentioned in the M & I document because of a limitation in the payroll system.

Example: Step 10 Base Monthly Pay = \$8,902

Straight Time (1X) Rate = $\$8,902 / 157 = \$56.70/\text{hr}$

Base Weekly Pay = $\$56.70 \times 36.24 \text{ hours} = \$2,054.83$

Base Reductions

If a base reduction is necessary, it will be calculated in week, day and/or hour increments. A base reduction for a week will be calculated by multiplying the employee's Straight Time (1x) Rate by 36.24 hours. A base reduction for a full day will be calculated by multiplying the employee's Straight Time (1x) Rate by 9.06 hours. A base reduction of less than a day will be calculated by using the employee's Straight Time (1x) Rate.

Overtime, Premiums, Overrides, and Differentials

Overtime, Premiums, Overrides, and Differentials will be paid at the contractual rate the week following the week in which they are earned.

Union Dues

Two (2) hours of pay will be taken out once per month for union dues at the hourly rate calculation described in the section above.

Benefits and Other Deductions

Benefits and all other deductions will be taken out on a weekly basis, when required.

Annual Increases

Applicable annual wage increases will be applied on the first of the month in which the anniversary date falls. For example, if an employee's anniversary date is July 29 they will receive their increase on July 1. If July 1 is a Wednesday they will receive two rates of pay that week.

The parties agree that this Decision will not be referenced in any other proceeding by either party except as necessary for its enforcement. The parties also agree that this decision does not change the "salaried" status of the dispatchers and will not be cited as evidence that the dispatchers are an "hourly paid" employee.

FOR UPS

Gregg Fahl
Kevin Foster
John
Marty Dinsdale

DATE 4/6/2010

FOR TWU

[Signature]

IMPLEMENTATION TEAM DECISION ID #1901

DATE OPENED: **October 22, 2019**

DATE CLOSED: **October 22, 2019**

Issue – How is the new Longevity Premium going to be paid?

Resolution – The parties have agreed that the new Longevity Premium will be paid any time the employee receives his Base Monthly Pay including while on vacation. The parties have also agreed that the new Longevity Premium will be paid on a weekly basis the same as the Base Monthly Pay.

Weekly Calculation

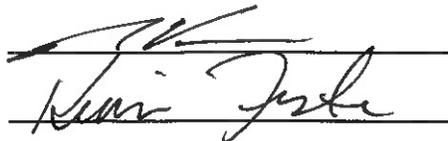
The monthly Longevity Premium will be converted to a weekly Longevity Premium for payroll calculation purposes. This weekly Longevity Premium will be calculated by dividing the employee's monthly Longevity Premium by 157 to get an hourly rate. That hourly rate will then be multiplied by 36.24 hours to get the weekly Longevity Premium.

Example: A Dispatcher with twenty-one (21) years of service receives a monthly Longevity Premium of \$1,100.

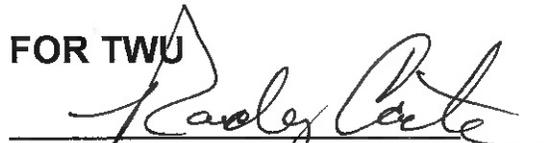
$$\text{Longevity Premium hourly rate} = \$1,100/157 = \$7.01$$

$$\text{Weekly Longevity Premium} = \$7.01 \times 36.24 \text{ hours} = \$254.04$$

FOR UPS



FOR TWU




DATE Oct 22, 2019

IMPLEMENTATION TEAM DECISION ID #1902

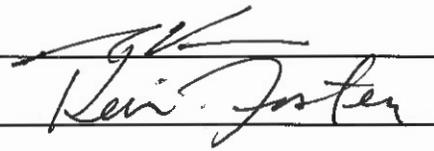
DATE OPENED: October 22, 2019

DATE CLOSED: October 22, 2019

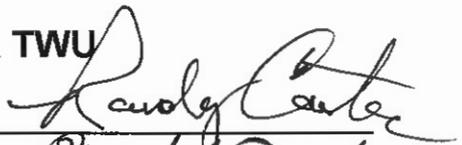
Issue – In the new agreement, the Schedule Year begins on the first Sunday in April (April 5). The current work schedule ends March 31. How will the 1st four (4) days in April of 2020 be covered?

Resolution – The parties have agreed that for the 2020-2021 Schedule Year only, Bid Period 1 will begin April 1, 2020.

FOR UPS



FOR TWU

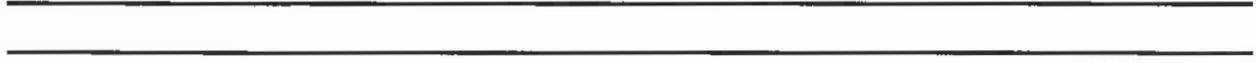



DATE Oct 22, 2019

IMPLEMENTATION TEAM DECISION ID #1903

DATE OPENED: October 22, 2019

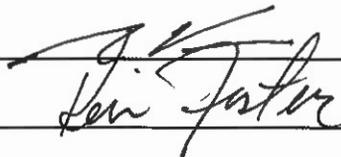
DATE CLOSED: October 22, 2019



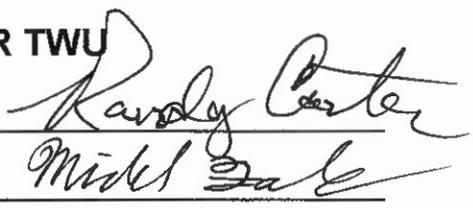
Issue – Three (3) Dispatchers lost their international qualification after four (4) months under the previous agreement after bidding a line not requiring an international qualification. Are those Dispatchers internationally qualified under the new agreement?

Resolution – The parties have agreed that the three (3) Dispatchers that lost their international qualification under the previous agreement lost the qualification because of contract language only. They will be permitted to re-gain their international qualification in accordance with Article 25.F by attending international recurrent. They will resume the international FAM rotation.

FOR UPS



FOR TWU



DATE Oct 22, 2019

IMPLEMENTATION TEAM DECISION ID #1904

DATE OPENED: **October 22, 2019**

DATE CLOSED: **October 22, 2019**

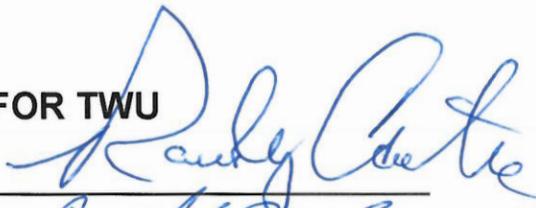
Issue – The new Overtime Flow Chart no longer includes “Request qualified Domestic Dispatcher on duty to move in seniority order.” Was that an oversight or intentional?

Resolution – The parties agree that the ability to ask a qualified Dispatcher to move to cover an open International or Dispatch Lead shift after voluntary overtime was overlooked in the construction of the new Overtime Flow Chart. Updated Overtime Flow Chart attached.

FOR UPS



FOR TWU



DATE 10/23/19

ma WAC

120

OVERTIME FLOW CHART

Are there any legal & qualified Floater s available with the same start time as the shift being covered?	YES	Contact & assign
---	------------	------------------

NO

Are there any legal & qualified Dispatchers available who are on X-days ?	YES	Contact & assign as allowed
--	------------	-----------------------------

NO

Consult Overtime Availability List

Are there any legal & qualified Dispatchers signed up to repay Emergency Days ?	YES	Contact & award
--	------------	-----------------

NO

Are there any legal & qualified Dispatchers signed up for Overtime ?	YES	Contact & award to low hours
---	------------	------------------------------

NO

Request qualified Dispatcher on duty to move in seniority order if covering International or Lead desk	YES	Cover open shift.
--	------------	-------------------

NO

Consult Work Schedule & Seniority List

*Are there any legal & qualified Off-Duty Dispatchers?	YES	Contact & assign to junior available
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NO

*Assign shift to legal & qualified management personnel (QMP)
--

* During the Peak Period, QMP's will be allowed to pick up any remaining open shifts before off-duty Dispatchers are assigned (J/A)

IMPLEMENTATION TEAM DECISION ID #1905

DATE OPENED: **October 22, 2019**

DATE CLOSED: **October 22, 2019**

Issue – The contract indicates the longevity premium will be paid to a dispatcher

“ at the beginning of year eleven (11) of service and will equal one hundred dollars (\$100.00) per month. The longevity premium will increase by one hundred dollars (\$100.00) with each additional year of service beyond eleven (11).”

If a dispatcher has a seniority date of September 1, 2005, what is the appropriate longevity premium to be paid?

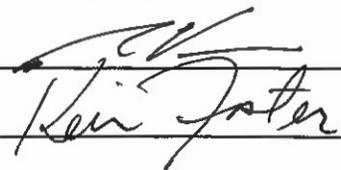
Resolution – Longevity pay is intended to be paid beginning on the first day after the dispatcher has completed a full ten (10) years of service. The longevity premium is based on years of service (YOS) and not seniority date.

In this example, if the dispatcher had a seniority date of September 1, 2005 and was in active service through today's date of October 2, 2019, the appropriate premium would be five hundred dollars (\$500).

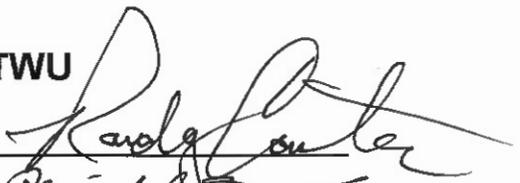
2nd YOS and pay begins 9/1/06
3rd YOS and pay begins 9/1/07
4th YOS and pay begins 9/1/08
5th YOS and pay begins 9/1/09
6th YOS and pay begins 9/1/10
7th YOS and pay begins 9/1/11
8th YOS and pay begins 9/1/12

9th YOS and pay begins 9/1/13
10th YOS and pay begins 9/1/14
11th YOS begins 9/1/15 (\$100)
12th YOS begins 9/1/16 (\$200)
13th YOS begins 9/1/17 (\$300)
14th YOS begins 9/1/18 (\$400)
15th YOS begins 9/1/19 (\$500)

FOR UPS



FOR TWU




DATE Oct 22, 2019