

2013 Peak Season Agreement  
Teamsters Local 769 and UPS the Florida District

This letter will serve as record of our “peak season agreement” per provisions of all Articles of the UPSNMA and SRSA for the 2013 peak season.

The parties recognize the LOU (attached) dated September 16, 2013, which will go into effect on October 1, 2013, signed by Ken Wood Union/SRAPGC Co-Chair and Tim Hoy UPS/SRAPGC Co-Chair.

The company on September 4, 2013, sent Teamsters Local Union a letter (attached) indicating their intentions as it relates to the 33172, 33182, and 33126 zip codes for peak season 2013.

The parties discussed which employees should be affected, and the manner in which seniority will be honored. All affected employees will be given the opportunity to follow their respective work if being moved.

The company will review Teamster Local 769 in writing no later than October 31, 2013, the preliminary 2013 expedited plan. The company will notify the local union of subsequent changes.

In each building FSP, and TCD employees will work prior to the company hiring and utilizing seasonal package drivers. Seasonal package drivers will be paid the starting package driver rate in Article 41 of the UPSNMA. It is understood the company may work seasonal helpers before utilizing TCD employees except under the situations as outlined in Article 49 Section 7 of the SRSA.

The company may elect to utilize qualified 22.3 employees, then part-time air drivers to delivery ground packages after utilizing all FSP and TCD employees. Full-time 22.3 employees will be paid the top FSP rate of pay, and part-time air drivers will be paid the TCD rate of pay for those hours the employee works as a seasonal package driver delivering ground packages. These employees have no claim to ground delivery work ahead of outside hire seasonal package drivers or inside / outside seasonal helper employees.

In each building after FSP, TCD, qualified 22.3 employees, and building air drivers have been given the opportunity to perform available ground delivery work, the company may utilize air drivers from 3347 Downtown air to deliver ground packages in other UPS facilities. These employees will be paid the top FSP pay rate for those hours the employee works as a seasonal package driver delivering ground packages. These employees will have no claim to such work ahead of outside hire seasonal package driver or outside / inside helper employees or 22.3 and center air drivers.

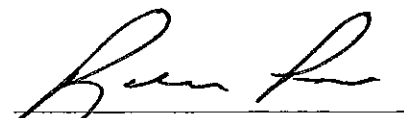
After having given FSP, TCD, qualified 22.3 employees, and air drivers the opportunity to perform ground delivery work in their respective center or building the company may elect to offer such ground work to current part-time employees. These qualified employees when performing such work will be paid the starting rate of a package driver as specified in Article 41 of the UPSNMA for the hours worked delivering ground packages. These employees if electing to perform such work will have no claim to such work ahead of seasonal outside hire package drivers or inside or outside hire seasonal helper employees, or air drivers from center Downtown 3347.

The use of inside part-time employees to work as seasonal package drivers will be determined by qualification and availability.

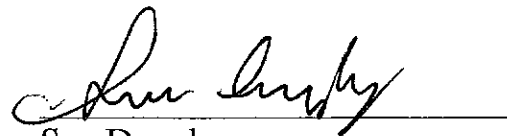
Feeder drivers will be permitted to maximize their hours during peak season. It is agreed this understanding does not infringe upon the company right to subcontract per the provisions of Articles 26 of the UPSNMA.

Part-time air drivers / and other part-time employees electing to perform combinations of their current job and seasonal package driver delivery work will not be paid over-time until after completing eight (8) hours of work on that day.

The district labor manager and business agent will address all concerns in a timely manner.



Rolando "Roly" Piña  
Officer/Business Agent  
Teamsters Local 769



Sue Dunphy  
District Labor Manager  
UPS Florida District