

MEMORANDUM OF SETTLEMENT

BETWEEN:

United Parcel Service Canada Limited

(Hereafter referred to as "the Company")

and

Canada Council of Teamsters

(Hereafter referred to as "the Union")

1: The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.

2: The undersigned representatives of the Union do hereby agree to fully recommend acceptance of all terms of this memorandum to their members.

3: The parties herein agree that the term of the collective agreement shall be from

August 1, 2010 to July 31, 2015.

4: The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on July 31, 2010, provided however that the following amendments are incorporated.

5: All matters previously settled and agreed to by the parties prior to the date hereof.

Dated at Ottawa, Ontario this the 17th day of June 2010

Employer Signature(s)

Union Signature(s)

Allo D. Sud
Mike Lemire
[Signature]

[Signature]
[Signature]
Stan Lemire

Traig M. Jones 938
~~Ray T. Jones~~ 362
Wayne Tanner 362
Robert Randall 938
Gregory Randall 938
Dave Cooper 31
Cassidy 938
Ray Deuel 938
Scott 362
Cladon T.C.
Bing T 931
~~Bing T~~ 931
John McLean 879
Johnson 938
Ray 938

Marl. Kessell 91
~~Ray T. Jones~~ 938
~~Ray T. Jones~~ 879
Blair McJrord 91
~~Ray T. Jones~~ 879
Barb Adam 879
Harry Domonice 879
Jerry Mmi 931
Louis Lane 1898
Christian Vigorant 1999
Laura Scott 931
~~Ray T. Jones~~ 931
Chick Lane 355
Willy Ray FBI #979

Conciliation Officer's Signature:

Thomas D. Dison

Company Counter Proposals - June 17, 2010 (10:00 a.m.)

Section 1.3 – Five year agreement

Section 11.8 a) Maintain existing Language

Article 18 \$78.00 Pension going forward uncapped 2011=\$78.00

Article 27 Cola – Update with new dates

Article 28 See attached

Article 29 Five year agreement

Appendix A TOK per Memo of Agreement

Appendix B.24

Whereas automotive technicians have been qualified with certificates in both light and heavy inspector trade licenses, there will be a premium paid of fifty (\$0.50) cents per hour.

It is the sole discretion of the Company to determine how many qualified employees will be needed. The licenses will be obtained at the Employees expense.

L.O.U. 6 Same as Article 18

ARTICLE 28 - WAGES

All employees who were on the payroll prior to contract ratification date and are currently in wage progression will receive the contractual increases effective February 1st and August 1st of each year during the term of this agreement and then complete the wage progression schedule shown below.

All seniority full-time and part-time employees as of the date of ratification shall receive a \$500 signing bonus.

Employees hired after the ratification date will follow the wage progression schedule shown below.

28.1 Feeder Drivers

	Current Rate										
Top Rate	02/01/10	08/01/10	02/01/11	08/01/11	02/01/12	08/01/12	02/01/13	08/01/13	02/01/14	08/01/14	02/01/15
Singles	\$25.09	\$25.09	\$25.39	\$25.69	\$25.99	\$26.29	\$26.59	\$26.89	\$27.19	\$27.54	\$27.89
Doubles	\$25.22	\$25.22	\$25.52	\$25.82	\$26.12	\$26.42	\$26.72	\$27.02	\$27.32	\$27.67	\$28.02
Triples	\$25.34	\$25.34	\$25.64	\$25.94	\$26.24	\$26.54	\$26.84	\$27.14	\$27.44	\$27.79	\$28.14
Long Combination Vehicle (LCV)	\$26.22	\$26.22	\$26.52	\$26.82	\$27.12	\$27.42	\$27.72	\$28.02	\$28.32	\$28.67	\$29.02

Progression Rate

	Rate in effect as of 02/01/10	Rate in effect as of 08/01/10
Date of Hire	\$12.20	\$16.00
Seniority	\$12.38	\$16.25
Seniority plus twelve months	\$12.70	\$16.50
Seniority plus twenty-four months	\$14.30	\$18.50
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.2 Package drivers

	Current Rate										
Top Rate	02/01/10	08/01/10	02/01/11	08/01/11	02/01/12	08/01/12	02/01/13	08/01/13	02/01/14	08/01/14	02/01/15
Top Rate	\$24.84	\$24.84	\$25.14	\$26.44	\$25.74	\$26.04	\$26.34	\$26.64	\$26.94	\$27.29	\$27.64

Progression Rate

	Rate in effect as of 02/01/10	Rate in effect as of 08/01/10
Date of Hire	\$12.00	\$13.00
Seniority	\$12.25	\$13.25
Seniority plus twelve months	\$12.50	\$13.50
Seniority plus twenty-four months	\$14.00	\$15.00
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.3 Automotive Mechanics

	Current Rate										
Top Rate	02/01/10	08/01/10	02/01/11	08/01/11	02/01/12	08/01/12	02/01/13	08/01/13	02/01/14	08/01/14	02/01/15
Top Rate	\$29.84	\$29.84	\$30.14	\$30.44	\$30.74	\$31.04	\$31.34	\$31.64	\$31.94	\$32.29	\$32.64

Progression Rate

	Rate in effect as of 02/01/10	Rate in effect as of 08/01/10
Date of Hire	\$20.75	\$26.00
Seniority	\$21.25	\$26.25
Seniority plus twelve months	\$21.50	\$27.00
Seniority plus twenty-four months	\$21.75	\$27.50
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.4 Maintenance Mechanics

	Current Rate										
Top Rate	02/01/10	08/01/10	02/01/11	08/01/11	02/01/12	08/01/12	02/01/13	08/01/13	02/01/14	08/01/14	02/01/15
Top Rate	\$27.94	\$27.94	\$28.24	\$28.54	\$28.84	\$29.14	\$29.44	\$29.74	\$30.04	\$30.39	\$30.74

Progression Rate

	Rate in effect as of 02/01/10	Rate in effect as of 08/01/10
Date of Hire	\$19.97	\$25.25
Seniority	\$20.30	\$25.50
Seniority plus twelve months	\$20.46	\$26.25
Seniority plus twenty-four months	\$20.63	\$26.75
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.5 Apprentices

	Current Rate		8/1/2010	
	<u>Date of Hire</u>	<u>Seniority</u>	<u>Date of Hire</u>	<u>Seniority</u>
Level 1	\$10.96	\$12.30	\$13.84	\$15.53
Level 2	\$12.05	\$14.49	\$15.22	\$18.30
Level 3	\$14.24	\$16.68	\$17.98	\$21.07
Level 4	\$16.43	\$17.78	\$20.75	\$22.45
Level 5	\$17.53	\$19.97	\$22.14	\$25.22

28.6 Preloaders, Sorters, Air Ramp Employees and Shifters

	Current Rate		02/01/11		08/01/11		02/01/12		08/01/12		02/01/13		08/01/13		02/01/14		08/01/14		02/01/15		
	<u>02/01/10</u>	<u>08/01/10</u>	<u>02/01/11</u>	<u>08/01/11</u>	<u>02/01/12</u>	<u>08/01/12</u>	<u>02/01/13</u>	<u>08/01/13</u>	<u>02/01/14</u>	<u>08/01/14</u>	<u>02/01/15</u>	<u>08/01/15</u>	<u>02/01/16</u>	<u>08/01/16</u>	<u>02/01/17</u>	<u>08/01/17</u>	<u>02/01/18</u>	<u>08/01/18</u>	<u>02/01/19</u>	<u>08/01/19</u>	
Top Rate	\$19.04	\$19.04	\$19.34	\$19.64	\$19.94	\$20.24	\$20.54	\$20.84	\$21.14	\$21.49	\$21.84										

Progression Rate

	Rate in effect as of <u>02/01/10</u>	Rate in effect as of <u>08/01/10</u>
	Date of Hire	\$10.00
Seniority	\$10.50	\$11.25
Seniority plus twelve months	\$11.00	\$11.75
Seniority plus twenty-four months	\$12.00	\$12.75
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.7 Package Handler, Clearance Centre Employees, Customer Counter Clerks, Part-time Walkers, Revenue Auditors and Car Washers

	Current Rate		02/01/11		08/01/11		02/01/12		08/01/12		02/01/13		08/01/13		02/01/14		08/01/14		02/01/15		
	<u>02/01/10</u>	<u>08/01/10</u>	<u>02/01/11</u>	<u>08/01/11</u>	<u>02/01/12</u>	<u>08/01/12</u>	<u>02/01/13</u>	<u>08/01/13</u>	<u>02/01/14</u>	<u>08/01/14</u>	<u>02/01/15</u>	<u>08/01/15</u>	<u>02/01/16</u>	<u>08/01/16</u>	<u>02/01/17</u>	<u>08/01/17</u>	<u>02/01/18</u>	<u>08/01/18</u>	<u>02/01/19</u>	<u>08/01/19</u>	
Top Rate	\$17.66	\$17.66	\$17.96	\$18.26	\$18.56	\$18.86	\$19.16	\$19.46	\$19.76	\$20.11	\$20.46										

Progression Rate

	Rate in effect as of <u>02/01/10</u>	Rate in effect as of <u>08/01/10</u>
	Date of Hire	\$9.50
Seniority	\$10.00	\$10.75
Seniority plus twelve months	\$10.50	\$11.25
Seniority plus twenty-four months	\$11.00	\$11.75
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

28.8 Part-time drivers

	Current Rate		02/01/11		08/01/11		02/01/12		08/01/12		02/01/13		08/01/13		02/01/14		08/01/14		02/01/15		
	<u>02/01/10</u>	<u>08/01/10</u>	<u>02/01/11</u>	<u>08/01/11</u>	<u>02/01/12</u>	<u>08/01/12</u>	<u>02/01/13</u>	<u>08/01/13</u>	<u>02/01/14</u>	<u>08/01/14</u>	<u>02/01/15</u>	<u>08/01/15</u>	<u>02/01/16</u>	<u>08/01/16</u>	<u>02/01/17</u>	<u>08/01/17</u>	<u>02/01/18</u>	<u>08/01/18</u>	<u>02/01/19</u>	<u>08/01/19</u>	
Top Rate	\$19.08	\$19.08	\$19.38	\$19.68	\$19.98	\$20.28	\$20.58	\$20.88	\$21.18	\$21.53	\$21.88										

Progression Rate

	Rate in effect as of <u>02/01/10</u>	Rate in effect as of <u>08/01/10</u>
	Date of Hire	\$11.25
Seniority	\$11.50	\$12.75
Seniority plus twelve months	\$11.75	\$13.00
Seniority plus twenty-four months	\$12.00	\$13.25
Seniority plus thirty months	Current Year Top Rate	Current Year Top Rate

B.19 Full-time seniority mechanics will receive a maximum of one-hundred and ~~twenty-five~~ seventy-five dollars (~~\$125.00~~ 175.00) per year upon presentation of proper receipts to purchase CSA certified footwear. Approved footwear will have steel toes and slip resistant soles.

FOR THE COMPANY Mike Perry DATE June 16 2010

FOR THE UNION Bob Smith DATE June 17/10

HEALTH & WELFARE INSURANCE

The Company agrees to increase the reimbursement level for eye glasses by seventy-five dollars (\$75.00) for Options 2, 3, and 4.

FOR THE COMPANY Mike Plesney DATE June 16, 2010

FOR THE UNION [Signature] DATE June 7/10

B.20 All full-time seniority mechanics on the payroll as of the last full pay period of the contract year shall receive ~~six~~ seven dollars (\$~~6~~ 7.00) per week up to a maximum of three hundred ~~and fifty~~ dollars (~~\$300.00~~ 350.00) per year payable by separate cheque as a tool allowance.

FOR THE COMPANY *Mike Perry* DATE JUNE 16 2010

FOR THE UNION *[Signature]* DATE JUNE 7/10

LETTER OF UNDERSTANDING NO. 12

Notwithstanding Article 2.4 (a) and 2.4 (b) of the Collective Agreement, the Employer agrees, for Local ~~69~~, 931, 1999 and any other Local to deduct the Union dues on a weekly basis and to remit monthly such monies to the Local Union not later than the tenth (10th) day of the following month. The amount to be deducted weekly will be provided by the local union.

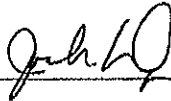
The arrears deductions shall not exceed the employee's normal weekly dues payment.

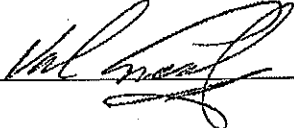
IN WITNESS WHEREOF the parties signed on _____, 2010 05.

FOR THE COMPANY

FOR THE UNION

NEW LANGUAGE AGREED

FOR THE COMPANY  DATE 4/20/10

FOR THE UNION  DATE April 19/10

LETTER OF UNDERSTANDING NO. 10

In Union Locals ~~69~~ 1999 and 931, the Employer will communicate in one of the two official languages of Canada as requested by the employee.

IN WITNESS WHEREOF the parties signed on _____, 2010 05.

FOR THE COMPANY

FOR THE UNION

NEW LANGUAGE AGREED

FOR THE COMPANY  DATE 4/20/2010

FOR THE UNION  DATE Apr 19/10

LETTER OF UNDERSTANDING NO. 1

It is agreed that the specific penalties listed under Appendix C, Section C.7 through and including Section C.11 shall not apply to the following Locals:

- I.B.T. Local 31 - British Columbia
- I.B.T. Local ~~69~~ **1999**- Quebec
- I.B.T. Local 213 - British Columbia
- I.B.T. Local 362 - Alberta
- I.B.T. Local 395 - Saskatchewan
- I.B.T. Local 931 - Quebec
- I.B.T. Local 979 - Manitoba

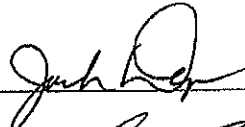
IN WITNESS WHEREOF the parties signed on _____, **201005**.

FOR THE COMPANY

FOR THE UNION

NEW LANGUAGE AGREED

FOR THE COMPANY



DATE

4/20/2010

FOR THE UNION



DATE

Apr 19/10

B.5 Each employee shall furnish his own hand tools. All tools of 3/4" drive and over and all special tools including but not limited to tool meters and/or digital tach required to perform the work shall be provided and maintained by the Employer.

The Employer agrees to provide necessary training on unfamiliar tools or new equipment and where required a mechanic will be trained for an AZ or equivalent license. The employee shall be paid for such training at the appropriate rate of pay. Mechanics shall only perform driving work as it pertains to their mechanical duties.

The Employer shall provide and maintain all tools necessary to perform lubrication work.

No employee shall be penalized if he refuses to work under conditions contrary to the Canada Labour Code, Part IV, Occupational Safety & Health.

NEW LANGUAGE AGREED

FOR THE COMPANY Josh Dean DATE 4/20/2010

FOR THE UNION [Signature] DATE Apr 19/10

Section 28.7

Package Handler, Clearance Centre Employees, Customer Counter Clerks, Part-time Walkers, Car Washers and Revenue Auditors.

NEW LANGUAGE AGREED

FOR THE COMPANY John Dempsey DATE 4/20/2010

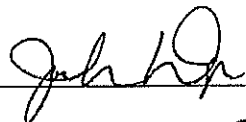
FOR THE UNION [Signature] DATE Apr 19/10

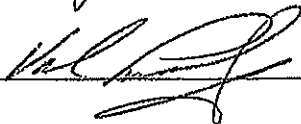
Section 8.15

Full-time employees may, at their own expense, obtain a transfer from one centre to another subject to the following conditions:

- (a) He is qualified in the classification to which he bids.
- (b) Request for transfer by an employee who is qualified to bid shall be valid 30 days following receipt of the request.
- (c) He will be placed on the bottom of the seniority list at the centre to which he is transferring.
- (d) He will keep his **seniority years of service** for the purposes of vacation, retirement, benefits and wage progression. This transfer shall be granted only subject to the provisions of 11.8 (f) and shall be granted, by seniority, amongst all the employees who asked for a transfer to that centre. A copy of such requests shall be sent to the local union involved.
- (e) Part-time employees already at the centre shall be given first opportunity subject to 11.8 (f), in order of seniority, for any full-time positions prior to transferring employees requests to transfer being granted.
- (f) The transferring employee upon acceptance shall have ten working days, commencing on the date of the company granting request to transfer, in which to transfer to the awarded position. If said transferee fails to report to the new location within this ten day period the employer shall fill the vacancy at its sole discretion.
- (g) The vacancy created by the employee who is transferring will not be subject to the transfer procedures.

NEW LANGUAGE AGREED

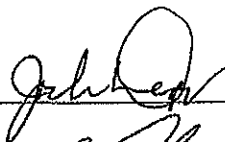
FOR THE COMPANY  DATE 4/20/2010


FOR THE UNION  DATE Apr. 19/10

Section 12.7

This list will remain posted until February ~~15th~~ 1st, after which employees will be asked, in order of seniority, to sign for the weeks of their choice.

NEW LANGUAGE AGREED

FOR THE COMPANY  DATE 4/20/2010

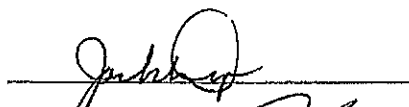
FOR THE UNION  DATE Apr 19/10


Section 13.2

During the Christmas and New Year period, ending the 10th business day in January, one (1) day shall be designated by the Company as a floating holiday for all part-time employees.

Full-time employees shall be granted one (1) floating holiday to be taken as an optional holiday selected and paid in accordance with Section 13.6.

NEW LANGUAGE AGREED

FOR THE COMPANY  DATE April 22, 2010

FOR THE UNION  DATE April 20/10

Section 11.5 - Hours of Work

- (a) The standard work week shall be Monday through Friday. A full-time seniority employee who is called to work and reports to work as scheduled shall be paid a minimum of eight (8) hours, except for the drivers hired after May 16th, 1985, who appear on the bottom ten percent (10%) of their seniority list (with a minimum of one per operating centre) who shall be paid a minimum of four (4) hours. Time and one-half (1½) shall be paid for all hours in excess of eight (8) hours in a day or forty (40) hours in a week.

Upon mutual consent the Employer and the Union will meet to discuss 4/10's work day / work week with the Local Unions. Language to be developed.

When the Employer wishes to expand its operations into areas not currently served, the Employer will meet with the local union to negotiate a mutually agreeable economics package.

Package Driver

1. The Employer and the Union recognize that overtime work is unavoidable. ~~It is the policy of the Employer to avoid excessive overtime whenever possible.~~ However, the Employer will make necessary efforts to avoid excessive overtime.

~~Where~~ When an employee is working excessive overtime on a regular basis, he may refer the matter to the Division Manager and Local Union Representative using the form provided for that purpose with a copy given to the steward.

Issues left unresolved within ten (10) working days may be referred to the District Labour Manager/designee with a copy sent to the Local Union Representative for further discussion and possible resolution.

~~If the matter cannot be resolved, it may be submitted as a grievance. If settlements are not reached at this step, the matter may be referred to the grievance procedure under Article 6.~~

2. A package car driver who desires to have their dispatch reduced on a particular day to accommodate a personal commitment must adhere to the following procedure. The employee must submit a written request on a form furnished by the employer. Such a request must be submitted no later than the start of the fifth (5th) calendar day preceding the day being requested. A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the employee's next work day. Such a request shall not be unreasonably denied. Should the Employer fail to reply in the allotted time, the request shall be deemed granted. The Manager shall process such requests based on seniority. The employer shall allow a

minimum of ten percent (10%) of the package drivers worked in any centre, to exercise this flexibility, under this language. No package driver will be granted more than four (4) requests per month (additional requests allowed by mutual agreement). It is understood to accomplish the above the Employer may have to adjust start times of only the employee who made the request.

The Employer is not obligated to let more than one (1) driver in a loop off at one (1) time. Such request will be afforded during the period of February 1st through October 1st of each year. It is understood the driver dispatch will be based on an eight and a half (8.5) hour dispatch that is determined by the recent driver history. It is also understood that each driver will complete his daily assignment.

If conditions arise outside the Employers control, reasonable efforts shall be made to satisfy this request.

NEW LANGUAGE AGREED

FOR THE COMPANY

Mike Perry

DATE

May 4/10

FOR THE UNION

[Signature]

DATE

Apr 22/10

Section 11.8 f)

- (f) A permanent new full time package driver job or permanent full-time package driver vacancy not filled within the classification will be posted for a period of five (5) days. Part-time employees, including a part-time driver, with one (1) year or more seniority may bid on a package driver opening or vacancy. The job will be awarded, within fourteen (14) days after the end of the posting to the senior bidding part-time employee, in the building in which the vacancy occurs, who has qualified.

However, a minor accident, demerit points or moving violations (abstract) will not deprive a part-time driver from being awarded a full-time job.

Part-time employees in a non-delivery building will be allowed to bid on a vacancy in a delivery operation only after that building's part-time employees were considered first.

The above procedure will be applied on an alternating, five-for-one basis (e.g. five part-time UPS and one new hire).

The employee awarded the job must satisfactorily complete a fifty (50) days worked training period before attaining seniority in that classification. Part-time drivers including those working in a Part-time driver combination job with at least one hundred and twenty (120) work days completed must satisfactorily complete a thirty (30) days worked training period. The employee may decide to return to their previous position during their respective training period. Any part-time employee disqualified by employer or self cannot re-bid again for one (1) year.

The part-time employee awarded the full-time package driver position will maintain their part-time rate of pay and will receive all contractual increases for said classification until they're eligible for the full-time package driver rate of pay. With the exception of a part-time employee who is within 30 days of achieving the top rate of the part-time classification. This employee will continue through the part-time progression and once he achieves top rate, will receive all contractual increases until they are eligible for the full-time package driver rate of pay.

The Employer shall post on the bulletin boards the nominations of the employees awarded such openings or vacancies and a copy of this posted notice shall be sent to the local union.

FOR THE COMPANY *Mike Perry* DATE *May 4/10*

FOR THE UNION *Bob [unclear]* DATE *May 4/10*

Section 11.8

- (i) A permanent opening or vacancy in a part-time classification shall be offered to the part-time employees in that centre.

Employees interested in moving to another shift in the same building shall have the right to sign a list that will be maintained by management. Prior to hiring from the outside for a permanent opening, the senior employee on the list shall be awarded the open position.

Such opening or vacancy shall be awarded to the senior bidding employee, who has successfully completed the probationary period in the same centre, or if not so filled, to the senior bidding employee, who has successfully completed the probationary period in the building.

The opening or vacancy thus created shall be offered and filled by seniority within the bidding employees, who has successfully completed the probationary period in the building.

The opening or vacancy thus created will be filled by the Employer; but if the Employer offers this job to an actual employee, it shall be offered by seniority to the employee who has successfully completed the probationary period.

No more than ten percent (10%) of the number of employees in a shift (minimum of one (1)) can move to another shift within a calendar month, to a maximum of fifty percent (50%) within a calendar year.

An employee moving to another part-time classification or to another shift cannot move to another part-time job before a one (1) year period, except to move to a premium service driver job or to a position with a higher rate of pay.

The Employer shall post on the bulletin boards the nominations of the employees awarded such openings or vacancies and a copy of this posted notice shall be sent to the Local Union.


Any part-time employee moving to another part-time classification, to another shift or to a premium service driver classification shall dovetail his seniority with the employees in the classification or shift to which he is moving.

FOR THE COMPANY



DATE May 4/10

FOR THE UNION



DATE May 14/10

Section 11.8 m)

In the event of a layoff of a permanent part-time employee they will have the right to displace the junior part-time employee in the same building where the layoff occurred, providing they are qualified to perform the work on the first Monday following the date of layoff.

FOR THE COMPANY *Wipe Perry* DATE May 4/10

FOR THE UNION *[Signature]* DATE May 14/10

A.2 The use of part-time drivers and/or part-time walkers will not cause the layoff of regular full-time seniority drivers. However, in the event of a layoff a regular full-time seniority driver will be allowed to displace the least senior part-time driver in the building and will be paid his current regular package rate of pay for all work performed.

FOR THE COMPANY *Nick Ferrey* DATE *May 4/10*

FOR THE UNION *[Signature]* DATE *May 4/10*

LETTER OF UNDERSTANDING NO. 8

The purpose of premium service operations, ~~and~~ part-time drivers and part-time walkers is to improve the service capacity and capabilities of United Parcel Service Canada Ltd. They are not designed to replace regular package car drivers.

The current employee performing the premium service shuttle run will not be replaced by the use of premium service drivers.

IN WITNESS WHEREOF the parties signed on _____, **2005 2010**.

FOR THE COMPANY

FOR THE UNION

FOR THE COMPANY *Mike Pulney* DATE *May 4/10*

FOR THE UNION *[Signature]* DATE *May 4/10*

LETTER OF UNDERSTANDING NO. 13

The Employer shall make contributions at the rate of five cents (\$0.05) per hour for all hours for which wages are payable for each employee, (to a maximum of forty (40) hours per week for full-time and twenty-five (25) hours per week for part-time employees), coming under the jurisdiction of the following Teamster Locals: 31; ~~69~~; 213; 362; 395; 879; 880; 931; 979, 1999 covered by this Collective Agreement. Such monies are payable to the respective Local Unions for placement in their Industry Advancement Fund by the 15th day of the month following that to which they refer.

The above contributions shall commence on the date of ratification.

IN WITNESS WHEREOF the parties signed on _____, 2010 05.

FOR THE COMPANY

FOR THE UNION

NEW LANGUAGE AGREED

FOR THE COMPANY *Mike Perry* DATE *May 4/10*

FOR THE UNION *Val [Signature]* DATE *May 4/10*

Section 11.8 – Part-Time Employees – All Bargaining Classifications

- (b) Such employees shall be entitled to an unpaid rest period of ~~up to ten~~ fifteen (15) ~~0~~ minutes during the course of their shift, ~~with the exception of employees working in the Toronto Hub, Montreal Hub, Vancouver Hub and Airway building, who shall be entitled to an unpaid rest period of up to fifteen (15) minutes during the course of their shift.~~

~~These fifteen (15) minutes will also apply to any area that develops into a Hub.~~

FOR THE COMPANY

Tracy Perry

DATE

May 4/10

FOR THE UNION

Val [Signature]

DATE

May 4/10

Letter of Understanding

The Company and the Union agree that in the Hamilton Gateway building the unpaid break for part-time employees will be ten (10) minutes.

IN WITNESS WHEREOF the parties signed on _____, 2010.

FOR THE COMPANY

FOR THE UNION

Mike Rooney

[Signature]

ARTICLE 27 - PROTECTION DES SALAIRES/INDEMNITÉ DU COÛT DE LA VIE

Article 27.1

Portée -- Tout employé ayant accumulé de l'ancienneté dont le nom figure sur la liste d'ancienneté et qui a complété sa période de progression appropriée, aura droit à l'indemnité du coût de la vie énoncée dans le présent article.

Article 27.2

Indice -- Le montant de l'indemnité du coût de la vie tel qu'il est énoncé dans le présent article sera déterminé en partie en utilisant l'indice des prix à la consommation pour le Canada (1986 = 100), ci-après appelé « l'indice ». La continuation de l'indemnité du coût de la vie sera assujettie à la disponibilité de l'indice dans sa forme actuelle ou tel qu'il peut être modifié par Statistique Canada, et calculé sur la même base que l'indice pour janvier 1988, à moins ~~qu'il soit convenu autrement du consentement mutuel des~~ que les parties en conviennent autrement.

Article 27.3

L'indemnité du coût de la vie entrera en vigueur le 1^{er} février 2011 2005, le 1^{er} février 2012 2006, le 1^{er} février 2013 2007, le 1^{er} février 2014 et le 1^{er} février 2015. 2008

Article 27.4

La première année -- L'ajustement du 1^{er} février 2005 2011 sera calculé selon la différence entre l'indice du mois de janvier 2004 2010 et l'indice du mois de janvier 2005 2011.

Article 27.5

La deuxième année -- L'ajustement du 1^{er} février 2006 2012 sera calculé selon la différence entre l'indice du mois de janvier 2005 2011 et l'indice du mois de janvier 2006 2012.

Article 27.6

La troisième année -- L'ajustement du 1^{er} février 2007 2013 sera calculé selon la différence entre l'indice du mois de janvier 2006 2012 et l'indice du mois de janvier 2007 2013.

Article 27.7

La quatrième année – L'ajustement du 1^{er} février ~~2008~~ 2014 sera calculé selon la différence entre l'indice du mois de janvier ~~2007~~ 2013 et l'indice du mois de janvier ~~2008~~ 2014.

Article 27.8

La cinquième année – L'ajustement du 1^{er} février 2015 sera calculé selon la différence entre l'indice du mois de janvier 2014 et l'indice du mois de janvier 2015.

Article 27.9

Le 1^{er} février ~~2011~~ 2005, le 1^{er} février ~~2012~~ 2006, le 1^{er} février ~~2013~~ 2007, le 1^{er} février 2014 et le 1^{er} février ~~2015~~2008, il y aura une indemnité horaire de ~~0.01\$~~ 0,01 \$ pour chaque ~~0,6~~ hausse de 0,6 dans l'indice. L'indemnité du coût de la vie, s'il y en a, sera ajoutée aux taux horaires de salaire.

Article 27.10

Cependant, les indemnités du coût de la vie, s'il y en a, à être ajoutées aux taux horaires de salaire le 1^{er} février ~~2011~~ 2005, le 1^{er} février ~~2012~~ 2006, le 1^{er} février ~~2013~~ 2007 et le 1^{er} février ~~2015~~ 2008, ne doivent pas dépasser vingt cents (~~0.20\$~~0,20 \$) par année.

POUR L'EMPLOYEUR

Mike Lemay

DATE June 17, 2010

POUR LE SYNDICAT

[Signature]

DATE

June 17/10

ARTICLE 27 - WAGE PROTECTION - COST OF LIVING.

Section 27.1

Scope - All seniority employees on the seniority list who have completed their appropriate progression schedule shall be entitled to the Cost of Living Allowance as set forth in this Article.

Section 27.2

Index - The amount of the Cost of Living Allowance as set forth in this Article will be determined in part through the use of the Consumer Price Index for Canada (1986 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for January 1988, unless otherwise mutually agreed upon by the parties.

Section 27.3

Cost of Living Allowances shall be effective on February 1st, ~~2011 2005~~, February 1st, ~~2012 2006~~, February 1st, ~~2013 2007~~, February 1st, 2014 and February 1st 2015 2008.

Section 27.4

First Year - The February 1st, ~~2005 2011~~ adjustment will be calculated by the difference between the January ~~2004 2010~~ Index and the January ~~2005 2011~~ Index.

Section 27.5

Second Year - The February 1st, ~~2006 2012~~ adjustment will be calculated by the difference between the January ~~2005 2011~~ Index and the January ~~2006 2012~~ Index.

Section 27.6

Third Year - The February 1st, ~~2007 2013~~ adjustment will be calculated by the difference between the January ~~2006 2012~~ Index and the January ~~2007 2013~~ Index.

Section 27.7

Fourth Year - The February 1st, ~~2008 2014~~ adjustment will be calculated by the difference between the January ~~2007 2013~~ Index and the January ~~2008 2014~~ Index.

Section 27.8

Fifth Year –The February 1st, 2015 adjustment will be calculated by the difference between the January 2014 Index and the January 2015 Index.

Section 27.9

On February 1st, ~~2011 2005~~, February 1st, ~~2012 2006~~, February 1st, ~~2013 2007~~, February 1st, 2014 and February 1st, ~~20152008~~ there shall be an hourly allowance of \$0.01 for every .6 point increase. The Cost of Living Allowances, if any, shall be applied to the hourly rates.

Section 27.10

However, the Cost of Living Allowances, if any, to be added to the hourly rates on February 1st, ~~2011 2005~~, February 1st, ~~2012 2006~~, February 1st, ~~2013 2007~~, February 1st, 2014 and February 1st, ~~20152008~~ shall not exceed \$0.20 cents per year.

FOR THE COMPANY Mike Remley DATE June 17, 2010

FOR THE UNION [Signature] DATE June 17/10

LETTER OF UNDERSTANDING NO. 6

The Company and the Union hereby agree to amend the current United Parcel Service Canada Ltd. Pension Plan as follows:

1. The parties agree to establish a Trust Agreement to provide for the creation of a joint Board of Trustees to administer the Pension Plan. The joint Board of Trustees shall be comprised of three (3) Employer Trustees and three (3) Union Trustees.
2. The newly established joint Board of Trustees will have authority regarding any and all duties and responsibilities as required in accordance with all applicable Federal and Provincial legislation. The joint Board of Trustees will also have authority to make decisions respecting the engagement of any third party professionals necessary to carry out the day-to-day operation of the Pension Plan.
3. The United Parcel Service Canada Ltd. Pension Plan will be deemed to be a continuing plan, except for the establishment of the joint Board of Trustees outlined above.
4. The Pension Plan will continue to be funded by the Company to provide all accrued and future negotiated pension benefits. Expenses incurred during the transition and implementation of the joint Board of Trustees, as well as ongoing expenses incurred to operate the Pension Plan will be paid from the assets of the Pension Plan.
5. The parties agree that the negotiated pension benefits for the current Collective Agreement, subject to the terms and conditions, Rules and Regulations of the Pension Plan will be as follows:
 - (a) ~~As of February 2000, the monthly pension benefit for all years of service will be forty-seven (\$47.00) per year of Service Credit.~~
 - (b)(a) As of February 2007, the monthly pension benefit will be fifty-six dollars and fifty cents (\$56.50) per month for all years of accumulated Service Credit.
 - (b) As of February 2011, the monthly pension benefit will be seventy-eight (\$78.00) dollars per month for each year of credited service for future service only for all eligible employees.

6. The eligibility requirements for unreduced retirement benefits are age sixty (60). Employees will receive the full monthly benefit pay out based on their years of service.

FOR THE COMPANY Mike Ramsey DATE JUNE 17, 2010

FOR THE UNION [Signature] DATE June 17/10

LETTRE D'ENTENTE NO. 6

L'Employeur et le Syndicat acceptent de modifier le régime de retraite actuel de United Parcel Service du Canada Ltée. comme suit :

1. Les parties acceptent d'établir une Convention de fiducie visant à la création d'un comité conjoint d'administration pour gérer le régime de retraite. Le comité conjoint d'administration sera composé de trois (3) représentants de l'Employeur et de trois (3) représentants du Syndicat.
2. Le nouveau comité conjoint d'administration ainsi créé aura toute autorité concernant toutes et chacune des fonctions et responsabilités telles que requises par les lois fédérales et provinciales applicables. Le comité conjoint d'administration aura aussi l'autorité de prendre toute décision relativement à l'embauche de tierces parties professionnelles nécessaires pour exécuter des opérations quotidiennes du régime de retraite.
3. Le régime de retraite de United Parcel Service du Canada Ltée. sera reconnu comme un régime continu, à l'exception de l'établissement du comité conjoint d'administration ci-haut décrit.
4. Le régime de retraite continuera d'être payé par la ~~Compagnie~~ **l'Employeur** et continuera de fournir toutes les prestations de retraite constituées et futures tous les futurs bénéfices augmentés de retraite telles que négociées. Les dépenses ~~encourues engagées~~ durant la transition et l'implantation du comité conjoint d'administration, de même que les dépenses actuelles ~~encourues engagées~~ pour ~~opérer administrer~~ le régime de retraite seront payées à même les actifs du régime de retraite.
5. Les parties acceptent que les ~~bénéfices~~ **prestations** de retraite négociées pour la présente Convention ~~Collective~~, sujet aux termes et conditions, règles et règlements du régime de retraite seront comme suit :
 - (a) ~~À compter de février 2000, 47, 00 \$ par mois pour toutes les années de services créditées.~~
 - (b) (a) À compter de février 2007, les indemnités la rente de retraite mensuelles de retraite pour toutes les années de services créditées sera seront de cinquante-six dollars et cinquante cents (~~56.50~~56,50 \$) ~~dollars par mois~~, pour toutes les années de services créditées.
 - (b) À compter de février 2011, pour tous les employés admissibles, et uniquement pour les années de services futures, la rente de retraite mensuelle sera de soixante-dix-huit dollars (78,00 \$) pour chaque année de services créditée.

6. Les employés ont droit à des **bénéfices prestations** de retraite non réduites dès qu'ils sont âgés de 60 ans. Les employés recevront le montant intégral de la prestation mensuelle, en fonction du nombre d'années de service.

POUR L'EMPLOYEUR *Mike Perrin* DATE June 17, 2010

POUR LE SYNDICAT *[Signature]* DATE June 17/2010

ARTICLE 18 - PENSION PLAN

Section 18.1

The Employer and the Union will establish a joint Board of Trustees to administer the current Pension Plan as outlined in the attached Memorandum of Agreement.

Section 18.2

A seniority employee will be eligible to become a member of the United Parcel Service Canada Ltd. Pension Plan upon completion of one year of continuous service in accordance with the plan documents. The Employer agrees to provide a booklet to each employee which outlines the benefits of the plan.

Section 18.3

Pension contributions and credit for service for employees' absence due to illness or compensable injury shall be in accordance with the Canada Labour Code.

Section 18.4

The monthly pension benefits will be as follows:

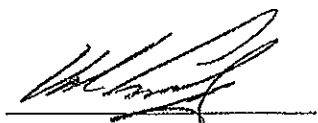
- (a) ~~As of February 2000, the monthly pension benefit for all years of service will be forty-seven (\$47.00) per year of Service Credit.~~
- (b) (a) As of February 2007, the monthly pension benefit will be fifty-six dollars and fifty cents (\$56.50) per month for all years of accumulated Service Credit.
- (b) As of January 2011, the monthly pension benefit will be seventy-eight (\$78.00) dollars per month for each year of credited service for future service only for all eligible employees.

FOR THE COMPANY



DATE June 17, 2010

FOR THE UNION



DATE

June 17/10

ARTICLE 18 – RÉGIME DE RETRAITE

Article 18.1

L'Employeur et le Syndicat établiront un comité conjoint d'administration pour gérer le régime de retraite actuel tel qu'indiqué dans le mémoire d'entente annexé à la présente.

Article 18.2

Un employé inscrit sur la liste d'ancienneté deviendra admissible au régime de retraite de ~~Transport U.P.S.~~ United Parcel Service du Canada Ltée. après un (1) an de service continu conformément aux modalités du régime. L'Employeur s'engage à remettre à chaque employé un livret qui énonce les avantages du régime.

Article 18.3

Les contributions au ~~plan de pension~~ régime de retraite et crédits ~~de pour~~ service des employés absents ~~dû à en raison des d'une~~ maladies ou blessures (indemnisable compensable) ~~sera seront~~ en conformité accord avec le eCode canadien du travail.

Article 18.4

Les rentes de retraite mensuelles seront comme suit :

- (a) ~~À compter de février 2000, 47, 00 \$ par mois pour toutes les années de services créditées.~~
- (b) (a) ~~À compter de février 2007, les indemnités~~ la rente de retraite mensuelles de ~~retraite~~ pour toutes les années de services créditées ~~sera seront~~ de cinquante-six dollars et cinquante cents (~~56.50~~56,50 \$) dollars par mois, pour toutes les années de services créditées.
- (b) À compter de janvier 2011, pour tous les employés admissibles, et uniquement pour les années de services futures, la rente de retraite mensuelle sera de soixante-dix-huit dollars (78,00 \$) par mois pour chaque année de services créditée.

POUR L'EMPLOYEUR

Mike Lemay

DATE

June 17, 2010

POUR LE SYNDICAT

[Signature]

DATE

June 17/10

ARTICLE 29 - DURATION

Section 29.1

The term of this Agreement will be from August 1st, ~~2004~~ 2010 to July 31st, ~~2010~~ 2015.
This Agreement shall be binding upon the parties hereto, their successors, administrators,
executors and assigns.

IN WITNESS WHEREOF the parties signed on June 17/10, ~~2005~~ 2010.

FOR THE COMPANY

FOR THE UNION





ARTICLE 29 - DURÉE

Article 29.1

La durée de la présente Convention Collective sera du 1^{er} août ~~2004~~ 2010 au 31 juillet ~~2010~~ 2015.

La présente Convention Collective liera les parties aux présentes, leurs successeurs, administrateurs, exécuteurs et cessionnaires.

POUR L'EMPLOYEUR *M. J. Lamer* DATE JUNE 17, 2010

POUR LE SYNDICAT *[Signature]* DATE June 17/10

Section 1.3

The effective date of the Collective Agreement shall be from August 1, ~~2004~~ 2010 until July 31, ~~2010~~ 2015.

NEW LANGUAGE AGREED

FOR THE COMPANY *Tribe Perry* DATE June 17, 2010

FOR THE UNION *[Signature]* DATE June 17/10

Article 1.3

La durée de la présente Convention Collective sera du 1^{er} août ~~2004~~ 2010 au 31 juillet ~~2010~~ 2015.

POUR L'EMPLOYEUR *Mike Purney* DATE June 17, 2010

POUR LE SYNDICAT

[Signature] DATE June 17/10

Appendix B. 24

Whereas automotive technicians have been qualified with certificates in both light and heavy inspector trade licenses, there will be a premium paid of fifty (\$0.50) cents per hour.

It is the sole discretion of the Company to determine how many qualified employees will be needed. The licenses will be obtained at the Employees expense.

FOR THE COMPANY *Mike Remy* DATE JUNE 17, 2010

FOR THE UNION *[Signature]* DATE June 17/10

Annexe B. 24

Attendu que les mécaniciens disposent, certificat à l'appui, d'une licence d'inspecteur des véhicules lourds et légers, une prime de cinquante cents (0,50 \$) par heure leur sera versée.

L'Employeur déterminera à sa seule discrétion le nombre d'employés qualifiés dont il a besoin. Les employés devront déboursier les frais inhérents à l'obtention de ladite licence.

POUR L'EMPLOYEUR Mike Perry DATE June 17, 2010

POUR LE SYNDICAT [Signature] DATE Jan 17/10