



SUMMARY OF THE Teamsters Southwest Package Tentative Agreement

Section 2 - Language added that clarifies and defines the “cardinal infraction” proven dishonesty. This added language provides significant additional protections for all bargaining unit members by clearly defining that “failure to follow methods, procedures, and/or instructions” **is not proven dishonesty**.

The added language also acknowledges that the union and the company recognize that there are areas where disputes exist regarding the use of “proven dishonesty” as a basis for off-roll discharges and provides for a procedure to address those unresolved issues with the final step, if necessary, being the Western Region of Teamsters Negotiating Committee Co-Chairs having the power to impose an immediate resolution with an appropriate remedy.

Section 10.2(a) - Language added, which takes effect eighteen (18) months from date of ratification, that permanently eliminates the Tuesday through Saturday workweek for Regular Package Car Drivers forced onto a Tuesday through Saturday workweek.

Language added, which takes effect twenty-four (24) months from date of ratification, that permanently eliminates the Tuesday through Saturday workweek for Regular Package Car Drivers hired to work a Tuesday through Saturday workweek.

Section 10.2(b) - Language added, which takes effect eighteen (18) months from date of ratification, that permanently eliminates the company’s ability to force Regular Package Car Drivers onto a Tuesday through Saturday workweek.

Section 10.3(a) – Language added setting forth the regular scheduled workweek for 22.4 Combination Drivers, which is five (5) consecutive eight (8) hour days, Tuesday through Saturday or Wednesday through Sunday. The language also gives 22.4 Combination Drivers the right to exercise their seniority in selecting either workweek and requires the filling of Wednesday through Sunday workweek vacancies by inverse seniority.

Section 10.4 – New language added which states that both part-time and full-time employees are not required to qualify for a delivery driving position more than one time. This applies to all employees moving into, or between, Regular Package Car Driver (RPCD) jobs, 22.4 Combination Driver jobs and Cover Driver jobs. (example – an employee who has qualified to be a Cover Driver shall automatically be qualified to be a Regular Package Car Driver (RPCD), or a 22.4 Combination Driver immediately upon accepting either of those jobs).

Section 13(3) - Language added to enhance a driver’s ability to contact the local union that represents the employees in the location a driver is attempting to transfer to, so they can get accurate information regarding wages and benefits at that location.

Section 13(4) - Language added to clarify that each local union’s procedures will apply regarding the six (6) to one (1) filling of vacancies for Regular Package Car Driver transfers.

Section 13(11) - Language added to clarify how Feeder Driver vacancies will be filled prior to accepting any Feeder Driver transfers.

Section 21 – Language changed to detail the updated hourly pension contribution rates payable to the Western Conference of Teamsters Pension Trust Fund by the company on behalf of all full-time employees. The hourly pension contribution rate increases for Locals 63, 104, 186, 492, 542, 631, 952 and 986 are as follows:

August 1, 2018 - \$0.45 per hour (includes \$0.05 from WCT Legal)
 August 1, 2019 - \$0.40 per hour
 August 1, 2020 - \$0.40 per hour
 August 1, 2021 - \$0.40 per hour
 August 1, 2022 - \$0.40 per hour

The hourly pension contribution rate increases for Local 396 are as follows:

August 1, 2018 - \$0.40 per hour
 August 1, 2019 - \$0.40 per hour
 August 1, 2020 - \$0.40 per hour
 August 1, 2021 - \$0.40 per hour
 August 1, 2022 - \$0.40 per hour

Section 24 – Language modified for full-time employees that reduces the hourly contribution rate for the Western Conference of Teamsters Prepaid Legal Service Plan from fifteen cents (\$0.15) per hour to ten cents (\$0.10) per hour. For those local unions participating in the plan (63, 104, 186, 492, 542, 572, 631, 952, 986) the five cents (\$0.05) per hour savings is being reallocated to pension effective August 1, 2018.

Section 25 - Language added for all employees covered by the Teamsters Western Region and Local 177 Health Care Plan (TWR177) that the company shall make health and welfare contributions for a period of one (1) year for employees who have been injured on the job and are off of work on workers’ compensation and for a period of four (4) weeks for employees who are ill or have been injured off the job and are on short-term disability, with the TWR177 Plan

covering the remaining weeks up to a maximum of twenty-six (26) weeks.

Section 27(3) – New language added that no feeder driver will be removed from his/her bid at peak and have that same route covered by an outside trucking carrier. (NMUPSA reprint)

New language added that gives sleeper team drivers who have their sleeper run eliminated during peak season due to loads being put on the train (GSM), alternative schedules that will be developed to keep the sleeper drivers in a sleeper configuration.

Section 27(4) – New language added that creates a procedure and process to address feeder staffing issues and subcontracting on a monthly basis and grants the union and company chairs of the WRT/UPS Labor Management Committee the authority to review unresolved issues and all relevant information regarding staffing and subcontracting and implement an appropriate remedy, including, but not limited to, developing expedited training plans to reduce the need for outside carriers.

Section 38 – New language added that significantly improves the Cover Driver language and requires the company to immediately create a new full-time Regular Package Car Driver (RPCD) job every time a Cover Driver reports to work one hundred fifty-six (156) times during any calendar year for any reason, including during peak season. The newly created Regular package Car Driver (RPCD) job will be awarded to the senior employee in accordance with Article 7 of the Western Region Supplemental Agreement. The language also requires the company to provide each local union monthly reports detailing the number of days each Cover Driver works and what center they worked in.

New language that is a significant improvement regarding Cover Driver pension contributions that states that a cover driver who works three (3) days or more in a week shall be paid full-time pension contributions for all hours worked as a cover driver that week.

Section 41 – Newly created section containing all newly negotiated language pertaining to 22.4 Combination Drivers.

Section 41.1 – New language as follows.

22.4 Combination Driving jobs will be created to perform weekend delivery work and can only be created in operations where there is a Saturday or Sunday ground delivery operation.

All 22.4 Combination Driving jobs will be reviewed with the affected local unions prior to the implementation of such jobs. The content of the job will primarily be driving and will only include inside work by exception. Any changes in the original job shall be reviewed with the affected local union prior to any change being implemented.

The practice in place, in any local union, regarding work currently performed by Regular Package Car Drivers (RPCDs), such as EAMs, early bulk stops, shuttle runs, etc., shall remain in place and shall continue to be performed by RPCDs.

All sections of the Southwest Package Rider will apply to 22.4 Combination Driver employees and jobs.

Section 41.2 – New language as follows.

All 22.4 Combination Driver jobs shall be filled in accordance with WRT/UPS Supplemental Agreement Article 7.

A 22.4 Combination Driver can place his/her name on the part-time to full-time list to promote into the following other full-time jobs: 22.2 full-time inside jobs, 22.3 full-time combination jobs and Regular Package Car Driver (RPCD) jobs.

Section 41.3 – New language as follows.

22.4 Combination Drivers will only work either a Tuesday through Saturday workweek or a Wednesday through Sunday workweek.

22.4 Combination Drivers shall be on a separate classification seniority list.

22.4 Combination Drivers shall be domiciled in a specific package car center.

22.4 Combination Drivers will not work when a Regular Package Car Driver (RPCD) is on layoff in the building.

22.4 Combination Drivers will work prior to the use of cover drivers, except on Mondays.

22.4 Combination Drivers will select vacation, floaters and personal holidays amongst themselves within their center from the remaining weeks after all Regular Package Car Drivers (RPCDs) have selected vacation, floaters and personal holidays. When Regular Package Car Drivers (RPCDs) and 22.4 Combination Drivers are selecting vacation, floaters and personal holidays during the year that were not selected during the vacation selection procedure Regular Package Car Drivers (RPCDs) shall have priority and select first and 22.4 Combination Drivers shall select from what is left.

Once an employee qualifies as a 22.4 Combination Driver, he/she will not have to qualify again when promoting into a Regular Package Car Driver (RPCD) position. When transitioning from a 22.4 Combination Driver job to a Regular Package Car Driver (RPCD) job, the employee will carry his/her rate of pay and time in progression to the Regular Package Car Driver (RPCD) progression. If he/she has completed the 22.4 Combination Driver progression, he/she will be placed immediately at the Regular Package Car Driver (RPCD) top rate of pay.

All extra work will first be offered to available Regular Package Car Drivers, then second offered to 22.4 Combination Drivers, and last offered to cover drivers.

The addendums to the Southwest Package Rider for Local Unions 104, 396, 492 and 631 contain specific improvements for the bargaining unit members of those respective local unions are contained in the voting document and will be communicated to the bargaining unit members by each of those respective local unions.