

# TEAMSTERS SOUTHWEST PACKAGE TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

*covering:*

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

## **SECTION 2 – EMPLOYMENT AND DISCHARGE**

The Company shall be the sole judge of the competency and qualifications of its employees, and reserves the right to discharge any person in its employ not deemed by it to be satisfactory. However, before the Company discharges a seniority employee, it agrees to notify the Union of its intention and will discuss the grievance with the Union and the employee.

The exception to the above rule will be cases of:

(1) Proven dishonesty; (2) Drinking of alcoholic beverages while on duty; (3) Recklessness resulting in a serious accident while on duty; (4) The carrying of unauthorized passengers; (5) Unprovoked assault on an employee or a supervisory employee while on duty; (6) Selling, transporting or use of illegal narcotics while in the employment of the Employer; (7) Willful, wanton or malicious damage to the Employer's property, shall be dischargeable offenses without the necessity of a warning letter being in effect. **The parties recognize that in some areas covered by this agreement, disputes exist as to the use of "proven dishonesty" as a basis for off-roll discharges. The parties do agree, however, that failure to follow methods, procedures, and/or instructions is not proven dishonesty. Any Local Union having continual disputes with the Company in a particular building regarding proven dishonesty shall first attempt resolution with the appropriate labor manager. If the issue cannot be resolved, it shall be immediately referred to the Co-Chairs of the Western Region of Teamsters/UPS Negotiating Committee for immediate resolution. Those individuals shall have the power to impose an appropriate remedy.**

## **SECTION 10 – WORKDAY-WORKWEEK**

### **SUBSECTION 2 – PACKAGE CAR DRIVERS**

(a) The regular scheduled work day shall consist of eight (8) consecutive hours, with an established start time, excluding a non paid meal period of either one-half (½) or one (1) hour as provided in each respective area or local Addendum or

Rider. The regular scheduled work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday or Tuesday through Saturday, subject to the provisions of (b) below.

**In accordance with NMUPSA Article 22.4, for regular package car drivers forced on to a Tuesday through Saturday workweek, the Tuesday through Saturday workweek provision of this Section (2) and Subsection (a) shall cease to exist and will become inactive effective eighteen (18) months from the date of ratification, or when all regular package car drivers who were forced to work a Tuesday through Saturday workweek are moved back to a Monday through Friday workweek, whichever occurs first.**

**In accordance with NMUPSA Article 22.4, for regular package car drivers hired to work a Tuesday through Saturday workweek, the Tuesday through Saturday workweek provision of this Section (2) and Subsection (a) shall cease to exist and will become inactive effective twenty-four (24) months from the date of ratification, or when all regular package car drivers who were hired to work a Tuesday through Saturday workweek are moved back to a Monday through Friday workweek, whichever occurs first.**

(b) It is agreed that no employee with a seniority date prior to August 1, 2011, will be forced on to a Tuesday through Saturday work week unless otherwise mutually agreed to or unless the employee bid such work week in accordance with the bidding procedures set forth in Article 6, Section 2. **In accordance with NMUPSA Article 22.4, this Section (2) and Subsection (b) shall cease to exist and will become inactive effective eighteen (18) months from the date of ratification, or when all regular package car drivers who were forced on to a Tuesday through Saturday workweek are moved back to a Monday through Friday workweek, whichever occurs first.**

### **SUBSECTION 3 – ALL OTHER FULL-TIME EMPLOYEES**

- (a) The regular scheduled workday shall consist of eight (8) consecutive hours, with an established start time, excluding a non-paid meal period of either one-half (½) or one (1) hour. The regular scheduled workweek, excluding 22.4 Combination Drivers, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday, subject to the provisions of (b) below.

The regular scheduled workweek for 22.4 Combination Drivers shall consist of five (5) consecutive eight (8) hour days, Tuesday through Saturday or Wednesday through Sunday. It is agreed that employees shall have the right to exercise their seniority in selecting either a Tuesday through Saturday, or, Wednesday through Sunday workweek. It is agreed that, if necessary, employees shall be forced on to a Wednesday through Sunday workweek utilizing inverse seniority.

- (b) It is agreed that no employee with a seniority date prior to August 1, ~~2018~~ 2011, will be forced on to a Tuesday through Saturday workweek unless otherwise mutually agreed to or unless the employee bid such workweek in accordance with the bidding procedure set forth in Article 6, Section 2 of the Western Region of Teamsters United Parcel Service Supplemental Agreement. (This paragraph (b) is not applicable to 22.4 Combination Drivers.)

### **SUBSECTION 4 – QUALIFICATION FOR DELIVERY DRIVING**

No employee shall be required to qualify for a delivery driving position (excluding Feeder) more than once. This provision applies to both full-time and part-time employees and applies to employees moving into, or between, the following positions: Regular Package Car Driver (RPCD), 22.4 Combination Driver and Cover Driver (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 – TRANSFER REQUEST**

3. By December 1st of each year, all center lists will be combined to form one Master Transfer Roster, listing all interested package car drivers according to their package car driver seniority with a copy to all Local Unions signatory to this Agreement. The Master Transfer Roster shall include the following information for each of the individual buildings listed on the Master Transfer Roster (the Local Union that represents that particular building as well as that Local Union's phone number and email address). An employee may protest the accuracy of his/her seniority date on the final Master Transfer Roster, provided however, that such protest must be made in writing within thirty (30) days from December 1st. Failure to protest a Master Transfer Roster seniority date within the thirty (30) day period shall result in the list being considered accurate. A designated UPS district

and a designated Teamsters Local Union shall share joint responsibility for immediately communicating any revisions to the list to all Local Unions signatory to this Agreement.

4. Part-time employees shall have the right to fill full-time positions within their Local Union jurisdiction before accepting transfers from the Master Transfer Roster on a six (6) for one (1) basis in each facility within each Local Union's jurisdiction. [~~Six (6) full-time vacancies filled in accordance with each Local Union's procedures part-time to full-time~~ within each facility to every one (1) transfer in to within each facility.]
11. In addition, if feeder vacancies cannot be filled first by the Company's Feeder Request List, then second by Local Union agreement, then qualified feeder drivers in accordance with their feeder seniority, on the Feeder-Master Transfer Roster will be offered the opening(s) prior to hiring from the street. The same procedures for package car driver transfers, along with all provisions outlined in this section, shall apply to those feeder drivers accepting transfers.

### **SECTION 21 – PENSION BENEFITS**

**The following pension contribution rates are applicable to Local Union Nos. 63, 104, 186, 492, 542, 572, 631, 952 and 986.**

Effective August 1, ~~2018~~ 2013, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of ~~\$11.61~~ \$9.85 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Effective August 1, ~~2019~~ 2014, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$12.01 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2014 contribution rate of \$9.85 per hour.~~

Effective August 1, ~~2020~~ 2015, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$12.41 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2015 contribution rate.~~

Effective August 1, ~~2021~~ 2016, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement

an hourly contribution rate **of \$12.81 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2016 contribution rate.~~

Effective August 1, ~~2022~~ 2017, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$13.21 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2017 contribution rate.~~

**The following pension contribution rates are applicable to Local Union No. 396.**

Effective August 1, ~~2018~~ 2013, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of **\$11.71** ~~\$10.00~~ per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Effective August 1, ~~2019~~ 2014, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$12.11 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2014 contribution rate of \$10.00 per hour.~~

Effective August 1, ~~2020~~ 2015, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$12.51 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2015 contribution rate.~~

Effective August 1, ~~2021~~ 2016, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$12.91 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2016 contribution rate.~~

Effective August 1, ~~2022~~ 2017, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$13.31 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2017 contribution rate.~~

## **SECTION 24 – LEGAL SERVICES TRUST**

The Employer shall contribute fifteen cents (\$0.15) ~~ten cents (\$0.10)~~ per hour, up to a maximum of ~~twenty-five dollars and ninety-five cents (\$25.95)~~ **seventeen dollars and thirty cents (\$17.30)** per month, for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their eligible dependents, legal benefits as provided for in the Trust Agreement. ~~(The decreased hourly contribution of five cents (\$0.05) shall be reallocated to the Western Conference of Teamsters Pension Trust Fund on behalf of the Local Unions that are participants in the Western Conference of Teamsters Legal Services trust Fund.)~~ **(The increased hourly contribution of five cents (\$0.05) shall be re-allocated from the sixty-five cent (\$0.65) August 1, 2008, IBT/UPS National Master Agreement Pension contribution increase on behalf of the Local Unions that are participants in the Western Conference of Teamsters Legal Services Trust Fund.)**

## **SECTION 25 – HEALTH INSURANCE COVERAGE**

**For all full-time and part-time employees who receive health and welfare benefits from the Teamsters Western Region and Local 177 Health Care Plan the employer shall make health and welfare contributions for employees who have been injured on the job for a period of one (1) year, and for employees who are ill or have been injured off the job for a period of four (4) weeks, with the Teamsters Western Region and Local 177 Plan covering the remaining weeks up to a maximum of twenty-six (26) weeks.**

## **SECTION 27 – FEEDER DRIVERS**

### **SUBSECTION 3 – PEAK SEASON**

**No seniority feeder driver will be removed from his bid run at Peak and have that same route covered by an outside trucking carrier. Rescheduled routes which may be covered by an outside carrier will only occur if necessary to protect service.**

**In the event a sleeper run is eliminated during peak season due to loads being put on the train (GSM), alternative schedules will be developed to keep the sleeper drivers in a sleeper configuration. The mileage requirements in Article 43, Section 2.1 (B) shall not apply.**

#### **SUBSECTION 4 – STAFFING**

If a Local Union has concerns over their feeder staffing and/or the use of subcontractors, they shall first review the matter with the District Labor Manager for possible resolution. If the issue is not resolved, they may request a review with the Union and Company Chairs of the WRT-UPS Labor Management Committee. When requested, these meetings will take place in conjunction with the JALM Panel. The staffing issues would not be presented as a case, but rather would be a discussion with all relevant information being shared. The Co-Chairs shall have the authority to implement an appropriate remedy, including, but not limited to, developing expedited training plans to reduce the needs for outside carriers.

#### **SECTION 38 – COVER DRIVERS**

Effective January 1, 2019, for each one hundred fifty-six (156) cover driver reports that an individual works during the calendar year, the Employer will add one (1) Regular Package Car Driver (RPCD) in that center for each occurrence. Cover driver reports are defined as any day a cover driver reports to work to deliver packages for any reason and on any day during the entire calendar year including any days worked during peak season.

Once a cover driver has accrued the above-mentioned criteria, the Company will immediately award a Regular Package Car Driver (RPCD) job to the senior individual(s) as outlined in Article 7 of the Western Region of Teamsters Supplemental Agreement.

The Employer shall provide to the Local Union a monthly payroll report indicating the names of all cover drivers utilized in the Local Union's jurisdiction, the number of days each cover driver has worked and the center that they reported to work in. The report will be provided within two (2) weeks of each month's end.

Cover drivers shall continue to receive all part time benefits, including any contractual increases in their primary job classification only, as described in the Southwest Sort Rider, with the exception 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. Any employee who has performed the cover driver job prior to August 1, 1997, will be red-circled at their appropriate pay rate.

#### **SECTION 41 – 22.4 FULL-TIME COMBINATION DRIVERS**

##### **SUBSECTION 1. JOB CONTENT AND JOB CHANGES**

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.

##### **SUBSECTION 2. JOB OPENINGS AND VACANCIES**

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.

##### **SUBSECTION 3. WORK ASSIGNMENTS/SENIORITY**

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 Driver's RPCD's, then second offered to 22.4 Combination Drivers, and last offered to cover drivers.

**ADDENDUM NO. 1  
TO THE TEAMSTERS/UNITED PARCEL SERVICE  
SOUTHWEST PACKAGE RIDER  
APPLICABLE TO TEAMSTER LOCAL UNION NO. 104**

**Memorandums of Agreement between  
Teamster Local Union No. 104  
and United Parcel Service**

**Miscellaneous:**

Automotive equipment being transferred from one operation center to another within the state of Arizona are to be driven by employees of the bargaining unit provided such employees are available from their regular assignment. It is understood that the Employer may use alternative means for the transferring of vehicles interstate. It is further understood that the movement of vehicles between Phoenix, **Goodyear**, Mesa, Estrella and Tempe for the purpose of repair, painting, or maintenance work may be performed by mechanics.

**GUIDELINES AFTER PACKAGE-TO-FEEDER  
TRANSFER LIST IS EXHAUSTED**

**In the event the current December PACKAGE-TO-FEEDER TRANSFER List becomes exhausted and there is a need to hire additional feeder drivers the following guidelines will apply.**

**It is understood and agreed that any applicant who volunteers and signs up to be a candidate for feeders is completely voluntary and the Company shall not be responsible for any costs associated with an employee's transfer. All applicants must be able to pass a DOT physical, drug screen and meet the UPS appearance guidelines. Candidates selected to attend a Feeder School are subject to the provisions of all established feeder qualification processes.**

**Prior to exhausting the December PACKAGE-TO-FEEDER TRANSFER list the HR Department will post a secondary sign-up list in Local 104's jurisdiction. This secondary list will be open to all seniority part-time and full-time employees in Local 104's jurisdiction with the exception of Automotive and Maintenance Mechanics. Employees will be selected in seniority order based on their company seniority date in the following order: Current Back-up Feeder drivers, current full-time employees, and then part-time employees. After exhausting the two identified PACKAGE-TO-FEEDER TRANSFER Lists the company may accept an eligible transfer from the Feeder- Master Transfer List prior to hiring from the street. When hiring from the street the Company agrees to take into consideration local union referrals. The Secondary PACKAGE-TO-FEEDER TRANSFER List will expire on December 31st of the current year.**

**Employees selected from the secondary PACKAGE-TO-FEEDER TRANSFER List who successfully qualify in the feeder driver classification shall not have the ability to return to their former center and or job. The feeder work**

**rules regarding being returned to package and return rights will not be applicable to laid off feeder drivers covered under this agreement. Laid off employees shall have the opportunity to work displacing the least senior employee(s) in accordance with Southwest Package Rider Section 26.**

**Any dispute regarding the interpretation of this memo for GUIDELINES AFTER PACKAGE-TO-FEEDER TRANSFER LIST IS EXHAUSTED will be referred to the Local Union and the Company Labor Representative.**

**MEMORANDUM AGREEMENT  
FOR ALL AUTOMOTIVE AND  
MAINTENANCE MECHANICS**

The Company hereby recognizes the Union as the collective bargaining agent for auto and maintenance mechanics employed by it, in conjunction with its package delivery operations in Phoenix, **Goodyear**, Tempe, Mesa, Estrella and Tucson facilities only.

**JOB BIDDING:**

Openings and or vacancies shall be posted for bid. **Bids shall have a description of work and scheduled hours of work with the current start time. Start times that are changed more than two (2) hours from the original bid shall be rebid.** Such bid shall be by classification and first bid within the facility where the vacancy exists. Such bids shall remain posted for three (3) working days, then the part time mechanics shall be offered the remaining full time opening, by seniority in the respective job classification. Once the previous steps have been exhausted, and prior to filling any vacancies from the outside, the Company shall offer the newly created or permanently vacated position to all Automotive and Maintenance Mechanics within Teamster Local Union No. 104's jurisdiction in all recognized locations. Thereafter, the Company shall fill such vacancies from the outside. An Automotive or Maintenance Mechanic who transfers to another location shall retain his/her Company seniority for the purpose of fringe benefits, but shall be placed at the bottom of the center seniority list for the purpose of layoff, rehire, bid and the selection of vacation. Automotive and Maintenance Mechanics who transfer to another location shall be required to remain in that new location for a period of one (1) year from the date of the transfer before they are eligible to utilize this transfer language again. It is understood that the Employer shall not be responsible for any costs associated with an employee transfer.

**LETTER OF UNDERSTANDING:**

It is agreed between the parties that when the automotive and maintenance mechanics convert to the managed care plan covering bargaining unit employees, the employees listed below shall continue to receive the temporary disability benefits described in the attached. Such list contains all bargaining unit mechanics employed by the Company on the ratification date of this Agreement.

## TEMPORARY DISABILITY BENEFIT ATTACHMENT

Due to the discontinuation of the UPS Insurance Plan and the inception of the Teamsters Western Region & Local 177 Health Care Plan (TWR) the Temporary Disability Benefit is only available to those remaining original members of the plan upon the effective date of this agreement.

It is understood this language only applies to those remaining automotive mechanics who had originally converted from the managed care plan.

In order for these employees to receive the TDI benefit they must meet the criteria defined by the terms of Western Region and Local 177 Health Care Plan (TWR) for disability.

Temporary disability income benefits allow you paycheck protection for up to 26 weeks.

When you become eligible for health care benefits, you also become eligible for income protection through the UPS Insurance Plan's temporary disability income (TDI) provision. Teamsters Western Region and Local 177 Health Care Plan. It is understood the TWR Plan will pay the benefit and the plan will then bill UPS the difference between the benefit the TWR Plan currently pays and the additional benefit outlined below. This coverage applies to an absence if caused by a non-occupational illness or accidental injury. An absence for maternity is treated like an absence for illness.

Here is the schedule of the maximum number of weeks of TDI benefits for eligible full-time non-union clerical employees:

### **State Disability Benefits:**

In Hawaii, New Jersey and New York, state disability benefits may affect the amount of your benefits. California and Rhode Island provide a disability benefit payment. In these states, you'll be given a separate pamphlet describing state coverage. In all other locations, your Personnel department can tell you the amount of your TDI benefits from the UPS Plan.

## **ADDENDUM NO. 2 TO THE TEAMSTERS/UNITED PARCEL SERVICE SOUTHWEST PACKAGE RIDER APPLICABLE TO TEAMSTER LOCAL UNION NO. 396**

### **Memorandums of Agreement between Teamsters Local Union No. 396 and United Parcel Service**

Settlement of Controversies  
(Section 3 - Settlement of Controversies):

Both parties further recognize and agree that industrial peace is to be desired at all times in the area covered by this Memorandum of Agreement Rider, and to that end it is agreed. Should a controversy, dispute or disagreement arise during the period of this Memorandum of Agreement Rider, there shall be no cessation or stoppage of work authorized

by the Union, and the Union will do its utmost to see that work is continued continues in a normal and orderly way, and said Any controversy, dispute, or disagreement shall be adjusted in the following manner.

The A grievance shall be discussed with the employer's immediate supervisor and/or manager within five (5) working days of the known occurrence giving rise to the grievance.

Each of the parties The Employer and the Local Union shall make an earnest attempt to settle all its differences, but in the event they fail are unable, an Arbitrator shall be mutually selected for Arbitrations and his the Arbitrator's decision shall be final, binding and conclusive on upon both the parties.

The parties may mutually agree to a sitting arbitrator. The parties may mutually agree to schedule arbitration dates in advance with the mutually agreed upon sitting arbitrator.

The Arbitrator shall render submit to the parties a short formed written decision within three (3) working thirty (30) calendar days of such the final day of the arbitration hearing.

~~Workday-Workweek- Subsection - Feeder Drivers (SWPR Section 10 and 27) - Workday-Workweek: Subsection 1 - Feeder Drivers):~~

~~The provision for a workday and workweek of four (4) day, ten (10) hour days shall remain in effect for the term of this agreement:~~

~~Prior to the implementation of a newly created four (4) day, ten (10) hour a day workweek or a newly created UPS Sleeper Team Feeder Run, the Employer shall meet jointly with the Local Union to negotiate the terms under which a four (4) day, ten (10) hour a day workweek or a newly created UPS Sleeper Team Feeder Run, may be implemented.~~

~~Parking Charge:~~

~~The monthly parking charge, where applicable, for one parking space allocated by the Company to employees shall be three dollars (\$3.00):~~

~~Feeder Drivers (Section 27 - Feeder Drivers):~~

It is agreed that there shall be a separate seniority list for regular Feeder Drivers, and those employees presently employed as regular Feeder Drivers shall retain their seniority in this classification. When additional openings occur in this classification, these may be filled by employees from the bargaining unit who qualify for this work, but these employees shall be placed at the bottom of the Feeder Driver seniority list. In the event of a reduction of force, Feeder Drivers may return to their former classification and retain their full seniority (previous classification seniority, plus Feeder classification seniority). UPS ~~Over The Road Sleeper Team Drivers~~ must follow the newly voted Sleeper Team work rules language and Local 396 Feeder Work Rules.

Employees desiring to qualify for Feeder Driver work shall indicate ~~this desire~~ **their intent** on the appropriate request forms. The names of those ~~the~~ employees who are qualified by the Company for Feeder Driver work shall be placed on a list, in seniority order. All vacancies in this classification shall be filled from this list. If the Company establishes a need for additional Feeder Drivers, qualified employees desiring to qualify for feeder work must attend a Teamsters Local #396 Feeder Seminar. The Union seminar is part of the pre-qualification process for all Feeder schools.

By a package driver's **adjusted full time** seniority **date**, vacancies in this classification shall be filled from the feeder seminar's attendees list.

The Company and the Union agree, if additional needs are established, additional **Feeder** seminars/schools may be scheduled.

The Company will post a Feeder Driver seniority list on the **bulletin** board **located** in each **Feeder Domicile** area.

The Company will **may** develop **additional** feeder work rules with each Local Union **396 when mutually agreed**, where applicable. Current **Local Union 396** feeder work rules shall **will** remain in effect, **unless it is agreed between the parties to modify, update or amend the Local Union 396 feeder work rules.**

The Company shall have the option of placing a **Local member of 396 Feeder driver, by seniority** on all new feeder paths that may be put on between bidding time. This new feeder path, if still in existence, shall be put on the board at bidding time.

~~Tractor-Trailer~~ **Feeder** Drivers, ~~Regular Full-time Drivers~~ and **Regular Package Car Drivers (RPCD)** regular Routers/~~Sorters~~ who work a portion of the day in that classification shall receive the rate for that classification for the entire day.

**ADDENDUM NO. 3  
TO THE TEAMSTERS/UNITED PARCEL SERVICE  
SOUTHWEST PACKAGE RIDER  
APPLICABLE TO TEAMSTER LOCAL UNION NO. 492**

**Memorandums of Agreement between  
Teamster Local Union No. 492  
and United Parcel Service**

**Vacation (Section 18 - Vacations):**

Present employees who have attained seniority prior to January 1, 1997 shall have a January first vacation anniversary date of their employment year for the purpose of years of service in computing weeks earned. One fifty second (1/52) will be calculated from January 1st through December 31st of each **preceding** ~~proceeding~~ year.

**Automotive Mechanic Transfers**

**By mutual agreement between the Company and the Union, any qualified automotive mechanic with at least 1 year of seniority will have the opportunity to fill a permanent vacancy within the jurisdiction of Local 492.**

**When a permanent position becomes open it will be held available for up to 45 days for the Company to find a qualified replacement. During such time the requestor shall remain in their current position. It is understood that the vacancy will be temporarily covered by the current practice. In cases where no qualified replacement can be found the transfer request will be denied.**

**ADDENDUM NO. 4  
TO THE TEAMSTERS/UNITED PARCEL SERVICE  
SOUTHWEST PACKAGE RIDER  
APPLICABLE TO TEAMSTER LOCAL UNION NO. 631**

**Memorandums of Agreement Between  
Teamster Local Union No. 631  
and United Parcel Service**

**Miscellaneous:**

Full-time Package Car Drivers, **Air Drivers** and Feeder Drivers with at least fifteen (15) years of Company seniority within the jurisdiction of Local 631 will have the right to bid on any vacated or newly established Porter Position **and will also have the right to bid on any other vacated or newly established full-time bargaining unit position. Should an employee who meets the criteria outlined above, express interest in an Automotive or Maintenance mechanic vacancy, they must possess the necessary qualifications, determined by the Company before bidding on the vacant position.** A Package Car Driver or Feeder Driver accepting one of these jobs shall be paid at the appropriate top rate of pay for the position that they received.

# TEAMSTERS SOUTHWEST SORT TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

*covering:*

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Master Agreement that is being deleted is ~~struck through~~.

## **SECTION 2 – EMPLOYMENT AND DISCHARGE**

The Company shall be the sole judge of the competency and qualifications of its employees, and reserves the right to discharge any person in its employ not deemed by it to be satisfactory. However, before the Company discharges a seniority employee, it agrees to notify the Union of its intention and will discuss the grievance with the Union and the employee.

The exception to the above rule will be cases of:

(1) Proven dishonesty; (2) Drinking of alcoholic beverages while on duty; (3) Recklessness resulting in a serious accident while on duty; (4) The carrying of unauthorized passengers; (5) Unprovoked assault on an employee or a supervisory employee while on duty; (6) Selling, transporting or use of illegal narcotics while in the employment of the Employer; (7) Willful, wanton or malicious damage to the Employer's property, shall be dischargeable offenses without the necessity of a warning letter being in effect. **The parties recognize that in some areas covered by this agreement, disputes exist as to the use of "proven dishonesty" as a basis for off-roll discharges. The parties do agree, however, that failure to follow methods, procedures, and/or instructions is not proven dishonesty. Any Local Union having continual disputes with the Company in a particular building regarding proven dishonesty shall first attempt resolution with the appropriate labor manager. If the issue cannot be resolved, it shall be immediately referred to the Co-Chairs of the Western Region of Teamsters/UPS Negotiating Committee for immediate resolution. Those individuals shall have the power to impose an appropriate remedy.**

## **SECTION 16 – HEALTH INSURANCE COVERAGE**

**For all full-time and part-time employees who receive health and welfare benefits from the Teamsters Western Region and Local 177 Health Care Plan the employer shall make health and welfare contributions for employees who have been injured on the job for a period of one (1) year, and for**

**employees who are ill or have been injured off the job for a period of four (4) weeks, with the Teamsters Western Region and Local 177 Plan covering the remaining weeks up to a maximum of twenty-six (26) weeks.**

In accordance with National Master United Parcel Service Agreement Article 34, Section 2(~~d~~) (~~b~~), (Health & Welfare and Pension –~~Part-Time Medical Coverage~~) **individual and dependent/spousal health coverage will be made available to part-time employees on the payroll as of or hired on or after August 1, 2018 after nine (9) months of active employment.** ~~2008, shall become eligible for this coverage after twelve (12) months of active employment and spousal or dependant coverage will be made available to these part-time employees twelve (12) months after their initial date of employment.~~

## **SECTION 17 – PENSION BENEFITS**

**For Local Union Nos. 63, 186, 542, 572, 952 and 986 The Company shall pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:**

Effective August 1, ~~2013~~ 2018, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of **\$9.51** ~~\$7.95~~ per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Effective August 1, ~~2014~~ 2019, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate **of \$9.91 per hour** for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2014 contribution rate of \$7.95 per hour.~~





Effective August 1, ~~2021~~ 2016, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$10.93 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2016 contribution rate.~~

Effective August 1, ~~2022~~ 2017, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$11.33 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2017 contribution rate.~~

**For Local Union No. 396 The Company shall pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:**

Effective August 1, ~~2018~~ 2013, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$9.46 ~~\$7.95~~ per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Effective August 1, ~~2019~~ 2014, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$9.86 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2014 contribution rate of \$7.95 per hour.~~

Effective August 1, ~~2020~~ 2015, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$10.26 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2015 contribution rate.~~

Effective August 1, ~~2021~~ 2016, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$10.66 per hour for each hour for which compensation was paid (all compensable hours)

up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2016 contribution rate.~~

Effective August 1, ~~2022~~ 2017, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$11.06 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year. ~~The amount of the hourly pension contribution increase will be determined in accordance with Article 34 of the National Master Agreement and will be added to the 7/31/2017 contribution rate.~~

#### **SECTION 20 – LEGAL SERVICES TRUST**

The Employer shall contribute fifteen cents (\$0.15) ten cents (\$0.10) per hour, up to a maximum of twenty-five dollars and ninety-five cents (\$25.95) seventeen dollars and thirty cents (\$17.30) per month, for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their eligible dependents, legal benefits as provided for in the Trust Agreement. (The decreased hourly contribution of five cents (\$0.05) shall be reallocated to the Western Conference of Teamsters Pension Trust Fund on behalf of the Local Unions that are participants in the Western Conference of Teamsters Legal Services trust Fund.) ~~(The increased hourly contribution of five cents (\$0.05) shall be re-allocated from the sixty-five cent (\$0.65) August 1, 2008, IBT/UPS National Master Agreement Pension contribution increase on behalf of the Local Unions that are participants in the Western Conference of Teamsters Legal Services Trust Fund.)~~

#### **SECTION 25 – TRANSFERS**

A notation will be made on the appropriate Employee Record ~~U6151~~ when transfers and requests for full-time employment are approved and/or disapproved. All such notations shall be signed by the immediate supervisor and the employee involved and a copy shall be provided to the employee upon request. A list of such requests shall be maintained in the Company's personnel departments.

#### **SECTION 28 – COVER DRIVERS**

Effective January 1, 2019, for each one hundred fifty-six (156) cover driver reports that an individual works during the calendar year, the Employer will add one (1) Regular Package Car Driver (RPCD) in that center for each occurrence. Cover driver reports are defined as any day a cover driver reports to work to deliver packages for any reason and on any day during the entire calendar year including any days worked during peak season.

Once a cover driver has accrued the above-mentioned criteria, the Company will immediately award a Regular Package Car Driver (RPCD) job to the senior individual(s)

**as outlined in Article 7 of the Western Region of Teamsters Supplemental Agreement.**

**The Employer shall provide to the Local Union a monthly payroll report indicating the names of all cover drivers utilized in the Local Union's jurisdiction, the number of days each cover driver has worked and the center that they reported to work in. The report will be provided within two (2) weeks of each month's end.**

Cover drivers shall continue to receive all part time benefits, including any contractual increases in their primary job classification only, as described in the Southwest Sort Rider, **with the exception 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.** Any employee who has performed the cover driver job prior to August 1, 1997, will be red-circled at their appropriate pay rate.

### **SECTION 29 – PEAK SEASON DRIVER HELPERS**

Peak Season Driver Helper positions shall first be filled in seniority order by part-time employees who sign up to perform this work prior to hiring off the street. Only after exhausting all part-time employees who have signed up to be Peak Season Driver Helpers shall the Company be allowed to hire off the street to fill the remaining open positions (if any). All off-the-street Peak Season Driver Helpers shall be paid the ~~“All-Other”~~ starting rate for newly hired part-time employees for all hours worked as helpers.

All existing part-time employees working as Peak Season Driver Helpers with a package driver for the period of October 15th through December 31st shall be paid \$1.00 per hour more than the ~~“All-Other”~~ starting rate for newly hired employees for all hours worked as helpers.

For the period of January 1st to January 15th, helpers referred to in paragraph 6 above may not work. Only Peak Season Driver Helpers working with package car drivers shall be utilized during this period. These positions shall be filled in seniority order by existing part-time employees, and they shall be paid \$3.00 per hour more than the ~~“All-Other”~~ **starting** rate of pay for all hours worked as a helper during this period. Only after exhausting all part-time employees who have signed up to be Peak Season Driver Helpers during this period may the Company hire off the street.

### **ADDENDUM NO. 1 TO THE TEAMSTERS/UNITED PARCEL SERVICE SOUTHWEST SORT RIDER APPLICABLE TO TEAMSTER LOCAL UNION NO. 104**

#### **Memorandums of Agreement between Teamster Local Union No. 104 and United Parcel Service**

##### **Section 1 – Recognition:**

The Company recognizes the Union as the sole bargaining agent for all sort employees, package return clerks, bad

address clerks, post card room clerks, damage clerks, re-wrap clerks and hub and air hub return clerks, **carwashers domiciled in the Estrella facility.**

##### **Part-Time Transfers from Airport/Gateway Hub (Section 24 - Transfers):**

Part-time employees with one (1) year seniority who are employed at the United Parcel Service facility located at Sky Harbor Airport in Phoenix, shall have the right, in seniority order, to request a transfer to either the Tempe facility, the Mesa facility, the Estrella facility, **Goodyear facility** or the Phoenix facility in order to fill vacancies and/or openings in those buildings prior to the Company hiring from the outside.

##### **Miscellaneous:**

Automotive equipment being transferred from one operation center to another within the state of Arizona are to be driven by employees of the bargaining unit provided such employees are available from their regular assignment. It is understood that the Employer may use alternative means for the transferring of vehicles interstate. It is further understood that the movement of vehicles between Phoenix, Mesa, Estrella, **Goodyear** and Tempe for the purpose of repair, painting, or maintenance work may be performed by mechanics.

### **ADDENDUM NO. 2 TO THE TEAMSTERS/UNITED PARCEL SERVICE SOUTHWEST SORT RIDER APPLICABLE TO TEAMSTER LOCAL UNION NO. 396**

#### **Memorandums of Agreement between Teamsters Local Union No. 396 and United Parcel Service**

##### **Settlement of Controversies (Section 3 - Settlement of Controversies):**

Both parties further recognize and agree that industrial peace is to be desired at all times in the area covered by this **Memorandum of Agreement** Rider, ~~and to that end it is agreed.~~ Should a controversy, dispute or disagreement arise during the period of this **Memorandum of Agreement** Rider, there shall be no cessation or stoppage of work authorized by the Union, and the Union will do its utmost to see that work is ~~continued~~ **continues** in a normal and orderly way, ~~and said~~ **Any** controversy, dispute, or disagreement shall be adjusted in the following manner.

The **A** grievance shall be discussed with the employer's immediate supervisor and/or manager within five (5) **working** days of the known occurrence giving rise to the grievance.

Each of the parties **The Employer and the Local Union** shall make an earnest attempt to settle all **its** differences, but in the event they ~~fail~~ **are unable**, an Arbitrator shall be mutually selected for Arbitrations and ~~his~~ **the Arbitrator's**

decision shall be final, binding and conclusive ~~on~~ upon both the parties.

The parties may mutually agree to a sitting arbitrator. The parties may mutually agree to schedule arbitration dates in advance with the mutually agreed upon sitting arbitrator.

The Arbitrator shall ~~render~~ submit to the parties a short formed written decision within ~~three (3) working~~ thirty (30) calendar days of such the final day of the arbitration hearing.

**Parking Charge:**

The monthly parking charge, where applicable, for one parking space allocated by the Company to employees shall be one dollar and fifty cents (\$1.50):

**ADDENDUM NO. 3  
TO THE TEAMSTERS/UNITED PARCEL SERVICE  
SOUTHWEST SORT RIDER  
APPLICABLE TO TEAMSTER LOCAL UNION NO. 492**

**Memorandums of Agreement between  
Teamster Local Union No. 492  
and United Parcel Service**

**Letter of Understanding**

- 1. Any part-time employee who works a double shift shall be guaranteed three (3) and one-half hours for each shift.**
- 2. Any part-time employee who is scheduled to work a shift outside of their regularly scheduled work week shall be guaranteed three (3) and one-half hours for that shift.**
- 3. Any part-time employee called into work shall be guaranteed the remaining balance of the guaranteed hours for that shift from the point in which the employee reports to work.**
- 4. Any part-time employee who works an additional shift with less than one (1) hour break between shifts shall receive overtime pay for hours worked past the fifth (5th) hour. Those employees that work another shift with greater than one (1) hour between shifts will receive straight time for hours worked up to the eighth (8th) hour.**

**The intent of this agreement is to clarify that a part-time employee who performs inside work and works another inside shift other than their regularly scheduled shift shall be guaranteed the minimum guarantee of three (3) and one-**

**half hours for the additional shift worked except for those employees that fall under item #3 above.**

**Part Time Mechanics**

If in the event that this position works more than that eight (8) hours in a day while covering for full-time mechanic, that day will not be counted towards attaining Full-time seniority status.

**Automotive Mechanic Transfers**

**By mutual agreement between the Company and the Union, any qualified automotive mechanic with at least 1 year of seniority will have the opportunity to fill a permanent vacancy within the jurisdiction of Local 492.**

**When a permanent position becomes open it will be held available for up to 45 days for the Company to find a qualified replacement. During such time the requestor shall remain in their current position. It is understood that the vacancy will be temporarily covered by the current practice. In cases where no qualified replacement can be found the transfer request will be denied.**

The Part-time mechanics rate of pay and progression shall be as follows.

New Hire part-time Mechanics hired ~~prior~~ after ~~to 08-01-13~~ 08-01-18.

Start:	70%	\$22.94	<b>\$25.69</b>
Seniority	75%	\$24.58	<b>\$27.525</b>
12 Months	80%	\$26.22	<b>\$29.36</b>
18 Months	90%	\$29.49	<b>\$31.195</b>
24 Months	100%	Current Top Pay	

Progression will be based on mechanics top pay as of ~~7-31-13~~ 07-31-18 ~~(\$32.77)~~ **(\$36.70).**

The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver, Article 43 Job, or a job covered by Sections 3, 4 or 6 in Article 41 of the NMA) after ~~August 1, 2013~~ August 1, 2018 shall be as follows: will be subject to the provisions under National Master Agreement Article 41 Section 2c.

Start	\$18.75
Seniority	\$18.75
Twelve (12) months	\$19.50
Twenty-four months	\$21.00
Thirty-six (36) months	\$25.00
Forty-eight (48) months	Top Rate