

TEAMSTERS WESTERN REGION 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~~.

ARTICLE 6 BIDDING AND JOB OPENINGS

SECTION 2 - PACKAGE CAR VACANCIES

(a) A package car area permanently vacated, or newly established area, excluding those areas established during December, shall be posted within five (5) days for five (5) working days, during which time drivers shall be afforded the opportunity to bid such vacated or new areas. A posted vacancy or new area shall include geographical descriptions, **including area boundaries, loop designation** and whether the area is a designated training area. The successful bidder shall be awarded the posted vacancy or new area the Monday following the expiration of the five (5) day posting period. If the bid is not awarded as outlined above the case may be referred to the Union and Company Chairpersons of the Western Region Grievance Panel or their designees, who will have the discretion to issue an immediate remedy. A permanent vacancy shall be described as an area that is delivered three (3) days a week for a thirty (30) day period, excluding those extra areas established during peak season.

Vacancies created as a result of this bidding procedure shall be posted and bid in accordance with the provisions set forth herein.

Within the first fifteen (15) days of accepting a new bid package car area a driver may request, and the Company will print and provide to the driver, either the ORION screenshot, a Telematics screenshot, or any successor technology, of each of the first five (5) days worked on all newly awarded bid package car areas as follows:

If the driver makes the request on the actual day of any of the first five (5) days, the Company will provide the ORION screenshot.

If the driver makes the request for any of the first five (5) days after the actual day has passed, the Company will provide a copy of the Telematics screenshot for each day requested.

When a driver's area is split to the extent of creating an additional new area, the affected driver shall be allowed to select either of these areas, prior to posting the other area for bid.

When a driver's assigned delivery area is permanently changed by fifty percent (50%) or more of its delivery stops, said driver shall have the right to follow the major portion of the original delivery area. When more than one (1) driver's delivery area is affected, those affected drivers shall be afforded the opportunity amongst themselves to bid the areas affected in accordance with their seniority.

SECTION 6 - 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 into 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.

ARTICLE 8 TRAINING AREAS

In order to provide for more favorable training for new employees, the Company shall designate certain areas in each center to be used as training areas. Once designated, these areas shall not be changed until discussed with the Local involved. These areas shall be subject to the job bidding procedure. Employees who presently hold bid areas will not have their bid changed as a result of this provision. (This provision shall not be applicable to Local 396).

Employees who bid training areas will be removed from those areas, in inverse seniority order within a center, when it becomes necessary to train on those areas. Utilizing inverse seniority order within a center may only be waived by mutual written agreement between the Company and the employee.

1-15 PACKAGE CAR DRIVERS - 1 TRAINING AREA
16-30 PACKAGE CAR DRIVERS - 2 TRAINING AREAS
31-45 PACKAGE CAR DRIVERS - 3 TRAINING AREAS
46-60 PACKAGE CAR DRIVERS - 4 TRAINING AREAS
61+ PACKAGE CAR DRIVERS - 5 TRAINING AREAS

It is the intention of the parties that part-time employees who accept full-time package car positions will remain on a given training area route for the duration of the training period.

Upon agreement between the Local Union and the Company, additional areas may be designated as training areas on a temporary basis. Such agreement shall be in writing and shall clearly set forth the designated temporary training area and the beginning date and ending date of the temporary training area. In the event the employee's training opportunity is terminated prior to the ending date of the temporary training area, the temporary training area agreement is terminated at the same time as the employee's training opportunity.

ARTICLE 20 WORKDAY-WORKWEEK

SECTION 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.

ARTICLE 28 GRIEVANCE PROCEDURE

SECTION 1

- (e) When presenting a case before the UPS Labor-Management Committee the Union representative and the Company representative shall each be required to provide the Co-Chairmen, each panel member of the committee, and the opposing presenter the following information:

- 1) A printed/written case presentation.
- 2) The presenter's position statement.
- 3) The remedy being sought.

a written statement that clearly sets forth both their position in the dispute and the remedy being sought.

- (o) The WRT-UPS Labor-Management Committee shall be composed of three (3) representatives of the Union, including the Union Chairman, who shall be appointed by the Western Region Director, and two (2) other Union Representatives appointed by the Union Chairman, ~~one of whom shall be the Negotiating Committee Chairman for the appropriate contract grieved,~~ unless he/she is party to the

grievance, and three (3) representatives of the Employer, including the Employer Chairman who shall be appointed by the Vice President of Labor Relations, or his designee, and two (2) other Employer Representatives appointed by the Employer Chairman. Where the WRT-UPS Labor-Management Committee by majority vote settles a dispute, such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

- (q) When presenting a case before the WRT-UPS Labor-Management Committee the Union representative and the Company representative shall each be required to provide the Co-Chairmen, **each panel member of the committee, and the opposing presenter the following information:**

- 1) A printed/written case presentation.**
- 2) The presenter's position statement.**
- 3) The remedy being sought.**

a written statement that clearly sets forth both their position in the dispute and the remedy being sought. In addition, they shall provide a copy of the panel decision from the UPS Labor-Management Committee. Issues resolved at this level shall be final and binding.

SECTION 2 - HANDLING OF DISCHARGES AND SUSPENSIONS

Any case pertaining to a discharge or suspension shall be handled as follows:

No employee(s) shall suffer suspension or discharge without the employee(s) having been given a written warning notice wherein the facts forming the grounds for such warning notice are clearly set forth. The facts therein set forth must be of the same type as those upon which such suspension or discharge is founded. All warning, suspension and discharge letters shall accurately set forth all relevant dates, Articles and violations relied upon by the Company for the disciplinary action being taken.

- (a) In 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; or (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.

ARTICLE 30 HEALTH AND WELFARE AND/OR PENSION

- (b) For those full-time or part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after January 1, 2014 will be provided by Teamsters Western Region and Local 177 Health Care Plan in accordance with the Letter of Agreement on the Teamsters Western Region and Local 177 Health Care Plan dated September 6, 2013. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013.

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.

4. Package/Feeder Agreement

NOTE: Local 396, 481, 495, 959 and 996 do not participate in the Western Conference of Teamsters Prepaid Legal Service Plan and the cost of this premium ~~fifteen cents (\$0.15)~~ **ten cents (\$0.10)** per hour is included in the Western Conference of Teamsters Pension Rate (Package/Feeder and Sort). In the event the Western Conference of Teamsters Prepaid Legal Trust is discontinued because of losing its tax exemption, the cost ~~fifteen cents (\$0.15)~~ **of ten cents (\$0.10)** per hour will be diverted to the Western Conference of Teamsters Pension Plan on behalf of all participating employees covered by the respective Package/Feeder Addenda and the Local 396 Addendum and to the Pacific Coast Benefit Trust on behalf of all participating employees covered by respective Sort Addenda.

5. Sort Agreement

NOTE: Local 396, 481, 495, 959 and 996 do not participate in the Western Conference of Teamsters Prepaid Legal Service Plan and the cost of this premium ~~fifteen cents (\$0.15)~~ **ten cents (\$0.10)** per hour is included in the Western Conference of Teamsters Pension Rate (Package/Feeder and Sort). In the event the Western Conference of Teamsters Prepaid Legal Trust is discontinued because of losing its tax exemption, the cost ~~fifteen cents (\$0.15)~~ **of ten cents (\$0.10)** per hour will be diverted to the Western Conference of Teamsters Pension Plan on behalf of all participating employees covered by the respective Package/Feeder Addenda and the Local 396 Addendum and to the Pacific Coast Benefit Trust on behalf of all participating employees covered by respective Sort Addenda.