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# UNITED PARCEL SERVICE

## The Western Region of Teamsters

### Supplemental Agreement

**AGREEMENT REACHED FOR THE ELEVEN (11) WESTERN STATES OF ALASKA, ARIZONA, SOUTHERN CALIFORNIA, HAWAII, IDAHO, MONTANA, SOUTHERN NEVADA, NEW MEXICO, OREGON, UTAH, AND WASHINGTON.**

**For the Period Beginning Upon Ratification through July 31, 2013**  
*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**.

#### PREAMBLE

All language contained in this Supplement shall apply to all signatory Local Unions except where explicitly stated otherwise.

Any lesser conditions contained in any Rider or Addendum shall be superseded by the conditions contained in this Agreement. However, except where specifically stated otherwise in this Agreement nothing in this Agreement shall deprive any employee of any superior benefit contained in their Rider or Addendum.

All agreements, conditions and/or language deemed in conflict with the Western Region United Parcel Service Supplemental Agreement were brought forth on August 27, 1997, and resolved. Disputes on language established prior to August 27, 1997 and not reviewed on August 27, 1997, deemed to be in conflict shall be invalid.

**Unless otherwise specified in this Agreement, days shall mean calendar days.**

**Wherever used in this Agreement, words in the masculine shall also be read and construed as in the feminine in all cases where such construction would so apply.**

#### ARTICLE 4 - SENIORITY

##### SECTION 2 - SENIORITY LISTS

(a) There shall be separate seniority lists as provided in each respective area or local Addenda or Riders. The Employer shall furnish to the Local Union a complete and current copy of each separate seniority list in the Local Union's jurisdiction, once per quarter.

(b) Employer shall post each separate list at a location easily accessible to the affected employees and shall update such seniority lists on a periodic basis to reflect termination and new hires. The list(s) shall include a verifiable time and date of posting. The Local Union may request and shall be furnished an updated seniority list, to resolve seniority issues. If the accuracy of a seniority list is in question, the Company will meet with the Local Union to discuss discrepancies.

An employee may protest the accuracy of his/her seniority date **and/or his/her relative standing on that seniority list by filing a timely grievance.** ~~provided however, such protest must be made, in writing, within forty five (45) days following the date the seniority list is first posted. Failure to protest a posted seniority list within this forty five (45) day period shall result in a posted seniority list being considered accurate.~~

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### ARTICLE 6 - BIDDING AND JOB OPENINGS

#### SECTION 1 - FEEDER BIDDING

(a) All feeder schedules shall be bid on a seniority basis, each calendar year. Feeder schedules shall be posted for five (5) working days, during which time drivers shall be afforded the opportunity to bid. Annual feeder bids shall be awarded and become effective the first (1<sup>st</sup>) full week of May. (The present annual bidding procedures in Local 396 shall remain in effect.)

Posted bids will include a brief description of each job, including the work day and work week, start time, point of destination and the type of equipment normally utilized.

(b) Permanent feeder vacancies and new schedules that become available subsequent to the annual bid 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 schedule. A posted vacancy or new schedule shall include a brief description as provided in (a) above. The successful bidder shall be awarded the posted vacancy or new schedule the Sunday following the expiration of the five (5) day posting period. A permanent vacancy shall be described as a feeder schedule that runs three (3) days a week for a thirty (30) day period, excluding extra schedules established during the peak season, which shall be filled in accordance with (c) below.

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

(c) Extra peak season feeder schedules that are established prior to the ~~first (1<sup>st</sup>)~~ **second (2<sup>nd</sup>)** full week of December shall be first offered, on a seniority basis, to the seniority feeder drivers and then to the back-up feeder drivers prior to filling such extra schedules with peak season hires.

**Bid feeder drivers who choose not to select an extra peak season feeder schedule during the initial peak season feeder schedule offering shall be eligible to select, in seniority order, 1) any regular bid feeder schedule vacated by a bid feeder driver who has selected an initial peak season feeder schedule or, 2) any extra peak season feeder runs that develop after the initial peak season feeder schedule offering. Secondary vacancies created by bid feeder drivers utilizing the language in option #1 of this paragraph shall first be offered utilizing the procedures contained in the Local Union's Feeder Work Rules. If the Local Union's Feeder Work Rules are silent, or the Local Union does not have Feeder Work Rules, the vacancies shall be filled utilizing agreed upon local area practice.**

Seniority drivers will not be allowed to exercise seniority to fill extra peak season schedules, **or temporarily vacated regular bid feeder schedules**, more than one (1) time during each peak season **or after the beginning of the second (2<sup>nd</sup>)**

~~full week of December.~~ **Seniority** drivers filling such extra schedules shall return to his/her bid at the time such extra schedule is abolished.

(d) In the event a bid feeder schedule is abolished, or the established start time is permanently changed by one (1) hour or more, or the scheduled paid day is otherwise changed by more than two (2) hours, the affected driver shall be allowed to exercise his/her seniority to bump any less senior driver and this bumping procedure shall continue for an additional six bumps at which point the last affected driver shall be assigned to the remaining schedule.

The seniority rights of a driver affected by day to day cancellation of a bid feeder schedule will be determined in accordance with local bid and dispatch rules.

#### 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 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.

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 4 - PART-TIME OPENINGS

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

~~Part time employees with six (6) months or more seniority~~ **Seniority part-time employees** shall have the right to place

their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: preload, sorter, clerical, irregular train, designated responder, carwasher, loader and unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

Part time employees with six (6) months or more of seniority **Seniority part-time employees** may select permanent vacancies and new permanent jobs on any shift in the same building in all months except November and December including preferred jobs on their own or another shift. Such preferred jobs shall include, but not be limited to, part-time jobs such as; preload, sorter, clerical, irregular train, hazmat first responder, carwasher, loader and unloader.

Employees do not have the right to select any specific unit, load or work station unless specifically provided in the applicable Supplement, Rider or Addendum or an established practice thereunder.

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year. The employee obtaining the new position shall remain on that shift for at least six (6) months.

Any employee moving into a sorter or preloader job must be prequalified for the job to which he/she moves.

Employees on approved leave shall not be deprived of their seniority selection rights.

The successful selector shall be assigned within five (5) days of the completion of the selection process.

#### **SECTION 6 - TRANSFER REQUEST**

It is the Employee's responsibility to verify all benefits at the requested transfer location. Benefits may vary by state and location. The medical, dental, vision, retirees medical coverages and pension rates may be less or non-existent in the location you desire. Contact the Local Union in the area you wish to transfer to for all information pertaining to the area benefits.

**Employees whose current health care coverage is provided by a jointly administered Taft-Hartley Trust Fund plan who are transferring to an area where health care coverage is provided by a Company administered plan will be eligible immediately for health care benefits upon the first (1st) day worked at the new location.**

**Employees whose current health care coverage is provided by a Company administered plan who are transferring to an area where health care coverage is provided by a jointly administered Taft-Hartley Trust Fund plan will have to satisfy the eligibility requirements of the jointly adminis-**

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**tered Taft-Hartley Trust Fund plan once beginning to work in the new location. An employee in this situation will not have health care coverage until the eligibility requirements have been met and will receive a COBRA (Consolidated Omnibus Budget Reconciliation Act) notice from the Company notifying them of their options in reference to continuing health care coverage with no lapse in coverage. COBRA payments are the responsibility of the employee.**

**Employees should contact the Local Union they are leaving and the Local Union they are transferring to in order to verify what type of health care plan administration each area uses in order to make the proper arrangements for uninterrupted health care coverage.**

The following language shall render null and void all language in any Supplement, Rider or Addenda for those Local Unions signatory to this Agreement regarding building to building transfers for package car and feeder drivers. All full-time package car drivers covered by this Agreement, with one (1) year seniority, shall have the right to transfer according to paragraphs (1) through (10) below. All full-time feeder drivers covered by this Agreement, with one (1) year seniority, shall have the right to transfer according to paragraph (11) below.

1. During the month of October of each year, a transfer list will be posted in each center which will become effective January 2<sup>nd</sup> of the following year.

2. Package car drivers interested in transferring to another building within the Western Region of Teamsters United Parcel Service Supplemental Agreement jurisdiction in the following year must sign this transfer list designating the building requested. **Package car drivers shall be allowed to select two (2) buildings when requesting a transfer.**

3. By December 1<sup>st</sup> 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. 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 1<sup>st</sup>. 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) part-time to full-time within each facility to every one (1) transfer within each facility.]

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5. At the time of notification, package car drivers actively working in their classification, with good records, in accordance with their package car driver seniority, are given first consideration in filling openings before new people are hired, provided such jobs are believed to be regular. The employee must accept or reject the available transfer, by written response, within twenty-four (24) hours of notification. Failure to comply with the twenty-four hour notification will result in the employee being removed from the list. Such requests shall not be unreasonably denied. Transfer requests will comply with Article 15-Military Clause of the National Master United Parcel Service Agreement. Each affected Local Union shall be notified of every transfer into their jurisdiction prior to the effective date of the transfer. Notification shall include the employee's name, social security number, Company seniority date, effective date of the transfer and the origin and destination location.

6. Transfers are not considered during the period when seasonal help is being trained.

7. If a transfer becomes available and the qualified package car driver offered the transfer rejects it, he/she shall not be eligible for future transfers within that year.

8. A package car driver who transfers 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. Package car drivers transferring outside their Local Union's jurisdiction shall be placed at the bottom of the center seniority list for the purpose of promotion.

9. Package car drivers who transfer shall receive the appropriate fringe benefits and rate of pay in effect at their new location. Those employees shall also be subject to all contract provisions of the applicable Rider and/or Addendum in effect at their new location.

10. It is understood that the Employer shall not be responsible for any costs associated with an employee transfer.

11. In addition, if feeder vacancies cannot be filled by the Company's Feeder Request List, 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 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 (?) 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.

(b) It is agreed that no employee with a seniority date prior to August 1, ~~2008, 1996~~, 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.

(c) Start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Employees who are ordered to report for work prior to said scheduled starting times shall receive time and one-half (1 ?) for all hours worked prior to their regular starting time. Employees who are ordered to report for work later than their scheduled starting time shall receive time and one-half (1 ?) for the number of hours equal to the number of hours called into work after their scheduled start time.

## ARTICLE 28 - GRIEVANCE PROCEDURE

### SECTION 1

The Union and the Employer agree that there shall be no strike, picketing, lockout, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Supplement or any Rider or Addendum hereto, of any controversy which might arise under this Agreement.

~~The grievance shall be discussed with the employee's immediate supervisor, or with the aggrieved employee and the appropriate Union representative and the immediate supervisor, within five (5) working days of the known occurrence giving rise to the grievance. If the grievance is not resolved within one (1) working day, the following shall apply:~~

~~(a) Prior to filing a grievance an employee shall discuss the issue with a management representative within five (5) working days after knowledge of the alleged occurrence giving rise to the grievance.~~

**The Union and the Employer agree that it is the intention of the parties to resolve all disputes, alleged contractual violations and grievances in a timely manner. Accordingly, the Union and the Company agree to utilize and adhere to the guidelines set forth in Section 1(a) below for all disputes, alleged contractual violations and grievances, other than discharge and suspension grievances. Discharge and suspension grievances shall be processed in accordance with the procedures set forth in Article 28, Section 2 and shall be subject to the time limits set forth in Article 28, Section 2.**

**(a) STEP 1 - Any dispute, alleged contractual violation or grievance shall be discussed with the employee's immediate supervisor, or with the aggrieved employee, the Union**

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Steward and/or the appropriate Union representative and the employee's immediate supervisor, within five (5) working days of the known occurrence giving rise to the dispute, alleged contractual violation or grievance.

STEP 2 - If the issue is not resolved within one (1) working day of the completion of the discussion in STEP 1 above a grievance shall be filed by the aggrieved employee, in writing on the appropriate form designated by the Local Union, within five (5) working days of completion of the discussion in STEP 1 above, with a copy of the grievance provided to the Local Union and either a copy of the grievance or the Local Union's written notification of the grievance provided to the Company.

STEP 3 - Within ten (10) working days of the Company receipt of a copy of the grievance, or the Local Union's written notification of the grievance to the Company, the appropriate management representative(s), the Union Steward and/or the appropriate Union Representative(s) and the grievant shall meet to discuss all pertinent facts, disputes, issues, concerns and claims regarding the grievance. The Employer shall, upon written request, provide the Local Union or the steward designated by the Local Union, with documents/information that is reasonably related (based on NLRA standards) to the pending grievance. The parties shall make a good faith effort to resolve the grievance.

(b) If the issue is not resolved, the grievance shall be filed, in writing with written notification to the Company, within fifteen (15) working days of knowledge of the alleged contractual violation. If the parties fail to reach a decision, or fail to agree upon a settlement in the matter, it shall be filed for a hearing at the next scheduled UPS Labor Management Committee within forty five (45) days of the alleged contractual violation.

(b) If the grievance is not resolved the District Labor Manager and the Local Union Business Representative, or their designees, shall be required to schedule and conduct a local level hearing regarding the grievance within twenty (20) working days of completion of the meeting set forth in STEP 3 of Section 1(a) above. The parties will review all relevant facts and make a good faith effort to resolve the grievance. The twenty (20) working day time frame may only be extended by mutual written agreement of the District Labor Manager and the Local Union Business Representative and such written agreement shall specifically set forth the exact beginning and ending dates of the extension. Failure of either party to comply with the time limit regarding the local level hearing, including any agreed upon and executed written extension, shall result in an automatic default decision against the party failing to comply with said time limits and such party's case shall be deemed untimely and the claim of the other party shall prevail. Any dispute regarding a default decision shall be reviewed by the Union and Company Co-Chairmen of the

appropriate UPS Labor-Management Committee who shall render a final and binding decision. Although it is the intent of the parties that the grievance should not be filed with the appropriate UPS Labor-Management Committee until the local level hearing has been held and concluded, time limit constraints and the failure of one party or the other to adhere to the above local level hearing time limits may require otherwise.

(c) In no instance may a grievance be filed more than thirty (30) calendar days from the date of the known occurrence giving rise to the dispute, alleged contractual violation or grievance. A grievance which is filed more than thirty (30) calendar days from the date of the known occurrence giving rise to the dispute, alleged contractual violation or grievance shall be deemed untimely. All grievances, claims and disputes Panel filings shall be submitted to the UPS Labor-Management Committee within ~~one hundred twenty (120) calendar days~~ ~~forty five (45) days~~ of the known occurrence giving rise to the dispute, alleged contractual violation or grievance. ~~occurrence of the matter upon which the grievance, claim or dispute is based.~~ Any such panel filing grievance, claim or dispute not submitted within such time shall be waived unless the UPS Labor-Management Committee, by majority vote for good cause, accepts such submission, or unless either party has intentionally concealed the facts upon which the grievance, claim or dispute is based.

(d) Only one (1) postponement of a case filed with the appropriate UPS Labor Management Committee shall be allowed by each party as set forth in this paragraph. Once the case has been docketed on the agenda of the appropriate UPS Labor Management Committee and such Committee convenes to hear cases and calls the agenda on which the case has been docketed, a postponement requested by either the Union or the Company shall be permitted provided the party requesting the postponement has given notice to the other party of the intent to postpone at least seventy-two (72) hours prior to the first day of the Committee meeting. If this provision is not met, only extraordinary circumstances preventing such seventy-two (72) hour notice will be taken into consideration by the Co-Chairs of the Committee when granting or denying such request. No subsequent postponements will be granted except upon the mutual approval of the Co-Chairs of the Committee and then only in cases of extreme hardship or under extraordinary circumstances. Once a docketed case is called on no postponements may be requested, or granted, except upon the mutual approval of the Co-Chairs of the Committee and then only in cases of extreme hardship or under extraordinary circumstances. When the presiding Chairman of the UPS Labor-Management Committee calls a docketed case which is on to be heard and the Union is not prepared to hear the case a default decision shall be rendered and the case of the Company shall prevail, or, if the Company is not prepared to hear the case a default decision shall be rendered and the case of the Union shall prevail.

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~~Only one (1) postponement shall be permitted, and if the case is not heard at the next regular meeting of the Committee, the grievance shall be deemed withdrawn without prejudice, unless the two (2) Co-Chairmen agree to a second postponement for just cause.~~

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

**(f) If a docketed case is called "on" and is not heard at that scheduled panel, the Union Chairman and the Company Chairman shall be required to, 1) remain in session for as many additional days as are necessary to hear all cases called "on" and render decisions in those cases or, 2) schedule additional day(s) of Committee hearings prior to the next regular scheduled panel session in order to hear all cases that were called "on" but not heard and render decisions in those cases or, 3) add additional meeting rooms or, 4) implement a solution other than 1, 2 or 3 above prior to the next regular scheduled panel session in order to hear all cases that were called "on" but not heard and render decisions in those cases. The Union and Company Chairmen shall retain the sole discretion to invoke options 1,2,3 or 4 above, or any combination thereof. If the Union and Company Chairmen are unable to mutually agree to a solution as outlined in the options above the decision shall be made jointly by the IBT Western Region Director and the Employer Chairman of the WRT-UPS Labor-Management Committee.**

(g) Regular meetings of the Committee shall be held on an agreed day to pass upon matters referred to it. If no cases are on the agenda, meetings may be canceled. If grievances develop which require more immediate action, the Committee may meet on any other date which may be agreed upon.

(~~e~~) **(h)** Once the dispute is filed by either party with an appropriate UPS Labor-Management Committee, a majority vote of the Labor-Management Committee shall be final and binding upon the parties to the dispute and the employee(s) involved and no appeal may be taken to the WRT-UPS Labor-Management Committee, unless the UPS Labor-Management Committee agrees otherwise.

(~~h~~) **(i)** Failure of any UPS Labor-Management Committee to meet without fault of the complaining side, or refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision at any stage, withdraws the benefits of Article 28. A default decision shall be rendered to the party or parties failing to appear at any step of this procedure, unless mutually agreed otherwise by the two (2) Co-Chairmen.

(~~e~~) **(j)** Where a UPS Labor-Management Committee is unable

to agree or come to a decision on a case, it shall be, at the request of the Union or the Employer, filed with the WRT-UPS Labor-Management Committee for hearing at the next regularly constituted session, except as set forth in paragraph **(k)** (~~e~~). ~~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.~~

(~~e~~) **(k)** Deadlocked cases which pertain to discharge or suspension shall be submitted to arbitration as set forth in Section 2(d) of this Article.

(~~h~~) **(l)** Filings of each UPS Labor-Management Committee to the WRT-UPS Labor-Management Committee shall set forth the position and facts relied upon by each party, but each party may supplement such filings at the hearing before the WRT-UPS Labor-Management Committee.

(~~g~~) **(m)** All matters pertaining to the interpretation of any provisions of this Agreement may be referred by the secretary, at the request of either the Employer or the Unions, parties to the issue, to the WRT-UPS Labor-Management Committee at any time for final decision.

(~~h~~) **(n)** The procedures set forth herein may be invoked only by the authorized Union representatives or the Employer representatives.

**(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 (1) of whom shall be the Negotiating Committee Chairman for the appropriate contract grievance, 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.**

~~Committee members may not include any Employer or Union Representative who sat as a Committee member at the time the grievance was heard at the first (1<sup>st</sup>) level, excluding the Employer and Union Chairmen, or who represented the Local Union, Joint Council or UPS District/Region involved in the case. Issues resolved at this level shall be final and binding.~~

**(p)** **Once a case is filed with the WRT-UPS Labor-Management Committee only one (1) postponement shall be allowed by each party as set forth in this paragraph. Once the case has been docketed on the agenda of the WRT-UPS Labor Management Committee and such Committee convenes to hear cases and calls the agenda on which the**

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case has been docketed, a postponement requested by either the Union or the Company shall be permitted provided the party requesting the postponement has given notice to the other party of the intent to postpone at least seventy-two (72) hours prior to the first (1st) day of the Committee meeting. If this provision is not met, only extraordinary circumstances preventing such seventy-two (72) hour notice will be taken into consideration by the Co-Chairs of the Committee when granting or denying such request. Once a docketed case is called on no postponements may be requested, or granted, except upon the mutual approval of the Co-Chairs of the Committee and then only in cases of extreme hardship or under extraordinary circumstances. When the presiding Chairman of the WRT-UPS Labor-Management Committee calls a docketed case which is "on" to be heard and the Union is not prepared to hear the case a default decision shall be rendered and the case of the Company shall prevail, or, if the Company is not prepared to hear the case a default decision shall be rendered and the case of the Union shall prevail.

(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 of the Committee 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.

(r) If a docketed case is called "on" and is not heard at that scheduled panel, the Union Chairman and the Company Chairman shall be required to, 1) remain in session for as many additional days as are necessary to hear all cases called "on" and render decisions in those cases or, 2) schedule additional day(s) of Committee hearings prior to the next regular scheduled panel session in order to hear all cases that were called "on" but not heard and render decisions in those cases or, 3) add additional meeting rooms or, 4) implement a solution other than 1, 2 or 3 above prior to the next regular scheduled panel session in order to hear all cases that were called "on" but not heard and render decisions in those cases. The Union and Company Chairmen shall retain the sole discretion to invoke options 1,2,3 or 4 above, or any combination thereof.

(s) Any case deadlocked by this committee will be referred to an International Brotherhood of Teamsters-United Parcel Service Committee composed of the President of the International Brotherhood of Teamsters and the Vice President of Labor Relations of United Parcel Service, or their designees. Issues resolved at this level shall be final and binding.

(t) Cases not involving the National Agreement, deadlocked by this Committee, may be submitted to arbitration by either the Employer and/or the Union.

(u) Any deadlocked cases may be submitted to arbitration if a majority of the WRT-UPS Labor-Management Committee determines to submit such matter to an arbitrator for decision.

(v) The impartial arbitrator referred to in this subsection shall be selected on a case-to-case basis by the WRT-UPS Labor-Management Committee from a list of arbitrators submitted by the regional office of the Federal Mediation and Conciliation Service. Such arbitrator shall be selected **and the actual hearing and the arbitrators subsequent decision shall be made and take place as soon as practical after a deadlocked Committee decision**, ~~immediately by the WRT-UPS Labor Management Committee upon deadlocking the case, and a hearing on the deadlocked case shall be commenced within fifteen (15) days from the deadlock by the WRT-UPS Labor Management Committee. Decisions of the arbitrator shall be issued not later than twenty (20) days from the close of the hearing, unless the parties involved mutually agree to the contrary.~~ The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provision of this Agreement.

(w) The decision of the arbitrator shall be final and binding on all parties and the employee(s) involved. In cases submitted for arbitration, the compensation of the arbitrator shall be shared equally by the parties involved.

## **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.

(b) Within ten (10) days of the occurrence of the alleged cause for discharge or suspension, the Employer shall give written notice by certified mail to the employee and to the Local Union of its decision to discharge or suspend the employee, and such notice shall set forth the reason or reasons for the

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discharge or suspension. **All 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.** If the Employer fails to give such written notice within the specified ten (10) day period, the right to discharge or suspend for that particular reason shall be waived. But this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performance arising out of circumstances which occurred during the nine (9) month period immediately preceding the date of discharge or suspension notice. However, in order for any such reason to be introduced by the Employer, the Employer must have given warning notice, by certified mail, to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days, exclusive of Saturday, Sunday and holidays, of the occurrences of the circumstances. **Any such warning notices shall be deemed to be automatically protested by the Local Union.** Such warning notice may not be submitted for consideration by the UPS Labor-Management Committee, except in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the Secretary of the Committee **a written protest of a panel filing regarding** the Employer's action within ten (10) days, excluding Saturdays, Sundays and holidays, from the time of receipt of the Employer's notice, the right to **submit a panel filing regarding** protest such discharge or suspension shall be waived. An employee may **file a grievance regarding** request an investigation of his/her discharge or suspension **or any warning notice** and the Union shall have the right to **file a grievance and/or panel filing regarding** protest any such discharge, or suspension, or **warning notice**. Any such discharge, suspension, or warning notice shall be for just cause only. Any such **grievance** protest shall be presented to the Employer in writing within ten (10) days, exclusive of Saturdays, Sundays, and holidays after the discharge, **or suspension or warning notice**, and, if not presented within such period, the right to **file a grievance** protest shall be waived. **Upon filing of any such protest, it All panel filings** shall be referred immediately to the UPS Labor-Management Committee for the determination in accordance with the grievance procedure.

(c) Should the Local Union **file protest of submit a panel filing regarding** the discharge or suspension within the time period set forth in subsection (b), then the case shall automatically be placed on the agenda of the Committee described in Section 1(j) above. **Discharge and suspension cases Panel filings involving employees who are off the Company payroll which are** referred to the Committee will be placed first (1st) on the agenda of the Committee, provided that the Committee shall not hear the case until the ten (10) days specified in subsection (b) have elapsed, unless mutually agreed otherwise by the Employer and the Union.

(d) If the Committee reaches a deadlock, either party may sub-

mit the matter to an impartial arbitrator for final decision. The selection of the arbitrator for a decision in discharge or suspension cases **as well as the actual hearing and the arbitrators subsequent decision shall be made and take place as soon as practical after a deadlocked Committee decision.** **shall be made immediately upon such deadlock in accordance with the rules of the Committee involved, and the arbitrator so selected shall hear the case in not more than ten (10) days, excluding Saturdays, Sundays and holidays, from the date of the deadlock and render his decision in not more than twenty (20) days from date of hearing of the case, excluding Saturdays, Sundays and holidays.**

(e) Unless otherwise specified in this Article, days shall mean calendar days.

### ARTICLE 30 - HEALTH AND WELFARE AND/OR PENSION

~~The sixty five cents (65 cents) per hour effective August 1, 2002, the sixty cents (60 cents) per hour effective August 1, 2003, the sixty cents (60 cents) per hour effective August 1, 2004, the sixty cents (60 cents) per hour effective August 1, 2005, the sixty cents (60 cents) per hour effective August 1, 2006 and the seventy cents (70 cents) per hour effective August 1, 2007, proposed to Health and Welfare and/or Pension shall be allocated within the Western Region in the following manner:~~

**The one dollar (\$1.00) per hour effective August 1, 2008, the one dollar (\$1.00) per hour effective August 1, 2009, the one dollar (\$1.00) per hour effective August 1, 2010, the one dollar (\$1.00) per hour effective August 1, 2011 and the one dollar (\$1.00) per hour effective August 1, 2012 proposed in National Master Agreement Article 34 - Health & Welfare and Pension shall be allocated each year within the Western Region as thirty-five cents (\$0.35) per year to Health and Welfare and sixty-five cents (\$0.65) per year to Pension in the following manner:**

1. There shall be separate Package/Feeder and Sort **Riders and/or** Addenda established in ~~Northern California~~, Oregon and Washington. The remaining areas within the Western Region of Teamsters shall retain existing separate Package/Feeder and Sort **Riders and/or** Addenda.
2. The Company shall continue to pay any increases necessary to maintain Health and Welfare benefits in both the Company and the respective Union Health and Welfare Plans for the term of the Labor Agreement. Monies allocated to Health and Welfare under Article 34 of the National Master Agreement (**thirty-five cents (\$0.35) per year**) shall not be applicable in view of this maintenance of benefits provision.
3. All employees who are covered by the terms of the respective Western Region of Teamsters Package/Feeder and Sort Agreements shall receive the following increases into the Western Conference of Teamsters Pension Trust: ~~forty cents~~

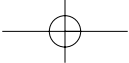
(40 cents) per hour effective August 1, 2002, an additional thirty five cents (35 cents) per hour effective August 1, 2003, an additional thirty five cents (35 cents) per hour effective August 1, 2004, an additional thirty five cents (35 cents) per hour effective August 1, 2005, an additional thirty five cents (35 cents) per hour effective August 1, 2006 and an additional forty five cents (45 cents) per hour effective August 1, 2007. **sixty-five cents (\$0.65) per hour effective August 1, 2008, an additional sixty-five cents (\$0.65) per hour effective August 1, 2009, an additional sixty-five cents (\$0.65) per hour effective August 1, 2010, an additional sixty-five cents (\$0.65) per hour effective August 1, 2011 and an additional sixty-five cents (\$0.65) per hour effective August 1, 2012.**

**The increases set forth above may be affected by the provisions contained in National Master Agreement Article 34, Section 4, Paragraph 2 – Health & Welfare and Pension. In accordance with, and subject to, the provisions contained in National Master Agreement Article 34, Section 4, Paragraph 2 – Health & Welfare and Pension, each respec-**

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**ive Western Region of Teamsters Package/Feeder and Sort Agreement may exercise the right to re-allocate pension contributions to general wage increases and any such decision to do so will be reflected in each respective 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) per hour** (~~\$.10 hr~~) 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) per hour** (~~\$.10~~) 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.



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