

JC 3 RIDER FEEDER, PACKAGE, MECHANICS & COMBINATION EMPLOYEES TENTATIVE AGREEMENT

**For the Period Beginning August 1, 2013 through July 31, 2018
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**.

ARTICLE 2. Seniority

SECTION 3. Operating Center Seniority

(a) Operating center seniority, by classification, shall control, except as otherwise provided in this Article. Employees shall work off separate seniority lists by classification for each operation center under this Agreement.

(b) Employees who are laid off for a period of five (5) consecutive days **or ten (10) days in a calendar year**, in a building that contains more than one (1) operation center, shall be allowed to exercise their classification seniority to displace the least senior employee within the same classification in any operational center in such building. The employee must return to his/her original position when work becomes available.

(c) Once a seniority package car driver has been laid off for five (5) consecutive days **or ten (10) days in a calendar year**, and has exhausted his/her options above, he/she ~~will be able~~ **may request to** exercise his/her seniority by displacing ~~the~~ **one (1) or two (2)** least senior part time employee(s); ~~working starting with~~ the first part time shift following the driver's normal ~~start time work schedule~~ in the building in which he/she works. **The package car driver must protect his/her start time for the following day.** The employee will not be able to displace a part time employee with more company seniority or displace a position for which he/she is not qualified to perform.

(d) The employee will be paid at the appropriate part time rate for the work performed in accordance with his/her company seniority **and the part time guarantee will apply.** Full time benefits apply.

(e) Where practicable, drivers working on the sort and load operation will be assigned by seniority.

ARTICLE 3, SECTION 1: Work Assignment

Feeder drivers, irrespective of domicile, shall work as directed, including, but not limited to loading, unloading, and sorting as directed in any operating location of the Employer. Employees who are required by the employer to work temporarily outside of their domicile shall be reimbursed for necessary and reasonable receipted expenses for travel, room, and meals **not to exceed thirty dollars (\$30.00)**.

ARTICLE 3. Feeder Drivers:

*Section 5 NEW (move Article 23 Tractor Trailer School to Article 3 Section 5)

ARTICLE 4. Combination Employees Covered Under Article 22.3 of the NMUPS Agreement

Only part time or existing full time employees in the "22.3" classification shall fill newly created or open full time combination jobs. The initial open or new position and the subsequent opening will be filled by bidding within the "22.3" full time classification. The resulting open position will be offered to the senior part time employee per local procedure, unless otherwise mutually agreed upon by the Company and the Union.

The only exception to this paragraph would be if a full time driver is permanently disqualified from obtaining a D.O.T. Physical Card. That driver would have the option to bid into an open 22.3 position prior to offering the position to a part-

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time employee. The driver must be physically fit and qualified to perform the essential functions of the new job. The disqualified driver would end tail into the 22.3 seniority list but would retain his full-time seniority date for fringe benefits such as weeks of vacation, sick leave, etc. The rate of pay would be that of a full time 22.3 employee.

The full time combination jobs shall be awarded by facility, by "22.3" full time classification or by part time company seniority, whichever is applicable as stated in paragraph one above. (The Salt Lake Hub facility and the Salt Lake Air facility will be considered as one regarding the movement of part time employees to full time positions.)

These full time combination jobs shall be a classification unto themselves, except as stated in paragraph 2 above.

An employee who successfully qualifies for a full time inside combo position shall remain in that position for a minimum of three (3) months. However, this would be waved should a full time package driving position become available.

Part time employees will follow procedures as outlined in Article 7 of the WRS/UPS Agreement when requesting full time positions. The Employer's Human Resource Department will maintain two lists: one list for full time combination positions and the other for full time driving. Company seniority will prevail when awarding full time package driving positions.

Until an employee gains seniority as a full time package car driver, he/she will have the option of working their regular full time "22.3" job if package driving work is not available. If not practicable to work their regular inside full time position, he/she can work any combination of part time jobs for which he/she is qualified in order to be made whole for eight hours pay.

Failure to qualify for a "22.3" position shall be in accordance with Article 7 in the WRS/UPS Agreement.

Article 6, Section 5, as well as Article 7 in the WRS/UPS Agreement shall apply to all employees who are awarded a newly created full time combination position. The employees selecting one of the original second year full time combination jobs and were awarded retro pay shall be dovetailed onto the new "22.3" seniority list by using his/her part time seniority date. Thereafter, the applicable language in the J.C.#3 Package Rider referring to seniority in Article 2 will prevail.

Coverage for all planned and unplanned absences for these combination full time jobs shall be performed by qualified part time employees.

Should any employee working a full time combination job have his/her work day: 1) permanently reduced to less than eight hours; 2) is bumped by a senior employee; or 3) whose work is permanently eliminated shall have the following options:

Bump the least senior employee on his/her seniority list. Dovetail their company seniority into any part time position within their facility for which they are qualified at the appropriate part time wage rate.

Any such employee who returns to the part time seniority list shall have the first opportunity to select the next open or newly created full time combination job. When such employee returns he/she will retain their original seniority position on the full time combination job list with the appropriate pay rate.

If the start time should be permanently changed by more than two (2) hours, the affected employee shall be allowed to bump any less senior employee within the "22.3" classification. This bumping will cease once it is established that two employees will have to be trained in a new job for which they were not previously qualified to perform, unless mutually agreed upon by the Company and the Union.

Employees awarded these newly created full time jobs under NMUPS Agreement, Article 22.3, will not be eligible for utility, air exception, or extra inside work until all other part time employees have been offered that work.

For benefit purposes part time employees moving to a full time combination job classification are to be treated the same as a part time employee moving to a full time package driving classification.

All Article 22.3 job opportunities offered for bid within a Local Union's jurisdiction shall be specific as to the work to be performed. After successfully completing the probationary period a 22.3 Combination Job employee may request a preferred job opportunity within his/her bid time frame. These job opportunities shall be selected from vacated positions or newly created work. The 22.3 Combination employees preferred work selection shall not adversely affect the operation of the employer. There shall be no bumping and seniority shall prevail.

ARTICLE 13. Layover:

On layover runs the Company shall reimburse such driver for the full cost of food, **not to exceed thirty dollars(\$30.00)**, and lodging at the layover point upon presentation of proper receipts.

ARTICLE 15. HOLIDAYS

SECTION 8. SELECTION OF PERSONAL HOLIDAYS

(a) An employee selecting a Personal Holiday shall notify the appropriate supervisor as early as possible; however, not less than ten (10) **calendar** days prior to the date he/she has selected as his/her "Personal Holiday".

The supervisor shall either grant or deny the date selected by the employee as the "Personal Holiday" seven (7) **calendar**

days prior to the date the employee selected. Once approved, the date selected by the employee shall not be changed by the Company or the employee. Under no circumstances will an employee be allowed to work on the "Personal Holiday".

Seniority shall prevail in the selection of the day to be taken; however, senior employees shall not be allowed to bump junior employees who have been granted their requested day within seven (7) days of the date selected.

(b) In a package or feeder center dispatching one hundred (100) or more drivers, a minimum of four (4) employees will be allowed off per day for their "Personal Holiday".

In a package or feeder center dispatching sixty (60) or more drivers, a minimum of three (3) employees will be allowed off per day for their "Personal Holiday". In a package or feeder center dispatching thirty (30) or more drivers, a minimum of two (2) employees will be allowed off per day for their "Personal Holiday". In centers with under thirty (30) drivers, a minimum of one (1) employee will be allowed off per day.=

~~ARTICLE 23~~ SECTION 5. Tractor Trailer School

(a) Package drivers who are interested in qualifying as a tractor trailer driver, shall so notify the Company in writing. Such employees in seniority order, will be permitted to attend, on their own time, the Company training program which may be established from time to time as the need occurs. The Company agrees to furnish the necessary equipment and instructors.

Employees who have been on the tractor-trailer qualified list for three (3) or more years, who give the Employer ninety (90) days proper written notice, shall be removed from the qualified list.

If no package car driver is interested in qualifying as a tractor trailer driver, the position will be offered first to Article 22.3 employees then to part time employees in seniority order. To be eligible, these employees must meet the same qualifications as an off the street hire excluding previous driving experience and one year of UPS safe driving. They must possess a valid Class A CDL license prior to attending the school.

(b) To qualify for attendance at the tractor-trailer school, an employee must have one (1) year UPS safe driving for the year preceding his application to attend the school.

(c) Upon completion of the tractor-trailer school, the Employer will determine whether the employee is qualified to drive a tractor-trailer and whether the employee will be placed on the qualified list.

(d) To be eligible to move from the qualified list to a tractor-trailer job, an employee must not have had an avoidable accident during the year preceding his assignment to a tractor-trailer job.

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(e) New tractor-trailer openings or vacancies will be filled from the list of qualified employees in accordance with Article 3, Section 4. In the event no employee on the list of qualified employees elects to fill an opening, the employee with the least seniority on the list must fill the opening.

~~ARTICLE 24~~ ARTICLE 23. Cost Of Living

~~ARTICLE 25~~ ARTICLE 24. Classification – Wages

~~ARTICLE 26~~ ARTICLE 25. Duration

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ARTICLE 9. Holidays

SECTION 8. Selection of Personal Holidays

(b) In part time operations, centers working one hundred and twenty (120) or more employees, a minimum of four (4) employees will be allowed off per day for their "personal Holiday". In part time operations, centers working sixty (60) or more employees, a minimum of three (3) employees will be allowed off per day for their "Personal Holiday". In part time operations, centers working thirty (30) or more employees, a minimum of two (2) employees will be allowed off per day for their "Personal Holiday". In centers with under thirty (30) employees, a minimum of one (1) employee will be allowed off per day.

ARTICLE 15. Classifications – Wages – Training Rates

SECTION 2.

(a) A classification will be established for helpers. A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pick up purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing ~~November 1st~~ ~~October 15th~~ through **the Friday of the second full week in January the following year.** ~~December 31st~~. Any deviations of this language would be by mutual agreement between the Company and the Union.

The Company will be allowed to use helpers during the Sundance Film Festival in Park City, Utah. Helpers may only be used on scheduled weekdays of the event.

(b) Helpers will be paid at the "all other" starting rate of pay

and shall be guaranteed a minimum of three (3) hours work or pay, and shall be paid time and one half (1 ½) after eight (8) hours.

(c) Regular part time employees may be used as helpers, and if so used, shall receive their inside rate of pay.

(d) Helpers need not report to a center before commencing work, but may be picked up on the area and commence work at their pre-determined start time.

ARTICLE 8. Rest Periods

Employees shall be allowed a ten (10) minute paid rest period: **scheduled near the middle of their shift.**

ARTICLE 9. Holidays:

SECTION 8. Selection of Personal Holidays

(a) An employee selecting a Personal Holiday shall notify the appropriate supervisor as early as possible; however, not less than ten (10) **calendar** days prior to the date he/she has selected as his/her "Personal Holiday".

The supervisor shall either grant or deny the date selected by the employee as the "Personal Holiday" seven (7) **calendar** days prior to the date the employee selected. Once approved, the date selected by the employee shall not be changed by the Company or the employee. Under no circumstances will an employee be allowed to work on the "Personal Holiday".

Seniority shall prevail in the selection of the day to be taken; however, senior employees shall not be allowed to bump

junior employees who have been granted their requested day within seven (7) days of the date selected.

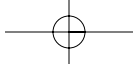
(b) In part time operations, centers working sixty (60) or more employees, a minimum of three (3) employees will be allowed off per day for their "Personal Holiday". In part time operations, centers working thirty (30) or more employees, a minimum of two (2) employees will be allowed off per day for their "Personal Holiday". In centers with under thirty (30) employees, a minimum of one (1) employee will be allowed off per day.

ARTICLE 2. Seniority

SECTION 3. Operating Center Seniority

Operation center seniority by classification shall control, except as otherwise provided in this Article. Employees shall work off separate seniority lists by classification for each operation center under this Agreement.

Employees who are laid off for a period of five (5) consecutive days, in a building that contains more than one (1) operating center, shall be allowed to exercise their classification seniority to displace the least senior employee within the same classification in any other operational center in such building. The employee must return to his/her original position when work becomes available. **Employees that have their job permanently eliminated can exercise their seniority to displace the least senior part-time employee within any other preferred position on their shift for which they are qualified. Employees selecting a sort or pick off position will be allowed a 30 day pre-qualification period on their own time from the date of original notification from the Company of their job elimination. In all instances the employee must have more company seniority than the employee being displaced. The displaced employee will be assigned by the Company.**



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