

## **SECTION 5—TRIAL PERIOD**

In the event the awarding of a posted bid, in accordance with the procedures set forth in Sections 1, 2, 3, and 4 above, results in an employee moving into a higher paid classification and/or job, they shall be given up to a thirty (30) working day training and trial period in which to demonstrate their ability to perform the work involved. All testing and job measurement skills shall be reasonable and shall be administered in a reasonable and non-discriminatory manner. There shall be a weekly progress meeting held between management, a shop steward and the employee during such training and trial period to inform the employee of their progress. When an employee is disqualified, the Employer shall notify the Local Union of the reasons for the disqualifications. Any disputes arising out of this Section shall be subject to the grievance procedure.

The following provision on feeder qualification shall only apply in areas that do not have feeder work rules that address the same topic:

An employee who fails to qualify as a feeder driver shall have their name replaced on the list in their rightful spot and shall be given an additional opportunity to qualify for a full-time position within that same classification, six (6) months after the date they were disqualified.

## **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, retiree's 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 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 administered 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. One (1) year seniority is determined at the time of the transfer and will not prevent an employee from having their name added to the Master Transfer Roster if at the time of the sign up they do not have one (1) year seniority.

1. During the month of October of each year, a transfer list will be posted in each center which will become effective January 2nd 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 four (4) buildings when requesting a transfer.

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 their 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 within each facility to every one (1) transfer in to each facility.]

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 effec-

tive 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, they shall not be eligible for future transfers, to the same location offered but shall be eligible for the other locations, within that year.

8. A package car driver who transfers shall retain their 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 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.

12. Any full-time package car and feeder driver who transfers shall have their accrued vacation and any other entitlements, aside from banked sick days, cashed out at the rate the entitlements were earned upon acceptance and approval of the transfer.