

**UNITED PARCEL SERVICE
JOINT COUNCIL OF TEAMSTERS NO. 28
RIDER**

Term of Agreement

August 1, 2018 through ~~July 31, 2023~~ - 2028

The execution of this RIDER AGREEMENT to the Western States Supplement and the National Master UNITED PARCEL SERVICE AGREEMENT on the part of the Employer shall cover all operations of the Employer in, Joint Council No. 28, as listed below, and shall have application to the work performed within the classifications defined and set forth herein and/or the appropriate Addenda hereto.

Nos. 38, 58, 174, 231, 252, 313, 589, 690, 760, and 839

EQUIPMENT SALE

[No Change]

INSPECTION PRIVILEGES

[No Change]

ARTICLE I- HOURS OF WORK- OVERTIME- AREA OPENINGS- JOB OPENINGS- SENIORITY

Section 1. FULL TIME

A. Employees are guaranteed a full week's work. Regular full-time package car drivers (RPCD's) working a Monday through Friday or Tuesday through Saturday schedule, shall be guaranteed five consecutive days of eight (8) consecutive hours per report and forty (40) straight time hours of straight time pay each week, if reporting each day as scheduled, as long as work is available. ~~All 22.4 combination drivers shall be guaranteed eight (8) consecutive hours of straight time pay per day, if reporting as scheduled. When the new job includes inside work, the Employer shall be entitled to establish up to a one and one-half (1.5) hour gap, to include the meal period, between jobs in a workday. All 22.4 combination drivers shall work five (5) consecutive days, Tuesday through Saturday or Wednesday through Sunday.~~ Employees performing Feeder Driver work for an hour or more shall receive Feeder Driver scale for the entire shift.

(T/A – 7/28/23)

B. (1) Starting times shall not be before 6:00 A.M. (except as noted in B3 and B4 below) and quitting times shall not be after 6:00 P.M. All work before posted starting and after regular quitting times shall be time-and-a-half (1-1/2). Starting time restrictions do not apply to Driver-Tractor ~~or 22.4 combination drivers~~. Employees are guaranteed an eight (8) hour workday and, except Feeder Drivers, within the hours of 6:00 A.M. and 6:00 P.M.

(T/A – 7/2/23)

(2) *[No Change]*

(3) When it is necessary to schedule a qualified full-time employee on the previous Friday to cover a part-time job assignment, the first eight (8) hours of work will be at the straight time rate. This work shall be bid voluntarily by seniority and the employee shall have the option of finishing out ~~his/her~~ **their** normal shift or punching out after eight (8) hours. If an employee is forced in, they shall be paid at the appropriate overtime rate.

(T/A – 7/2/23)

(4) *[No Change]*

~~(5) Start times for 22.4 combination employees shall be posted on the prior Friday of the week for which the starting times shall be effective.~~

(T/A – 7/2/23)

C. Employees reporting for work pursuant to instructions, but not worked, are guaranteed eight (8) hours at the appropriate rate. All hours of work on Saturday shall be time and one-half (1-1/2) if shift starts on Saturday, unless on a Tuesday through Saturday schedule. Sunday shall be double-time (2X) if prior to 9:00 P.M.

~~22.4 combination employees working a Wednesday through Sunday schedule who work on Monday shall receive time and one-half (1-1/2) for all hours worked. Tuesday shall be double time (2X).~~

(T/A – 7/2/23)

There will be a minimum of eight (8) hours pay for full-time employees for Saturday, Sunday, sixth day, seventh day and Holidays worked.

D. *[No Change]*

E. *[No Change]*

Section 2. OVERTIME

[No Change]

Section 3. NEW HIRES

[No Change]

Section 4. DELIVERY AREA OPENINGS IN PACKAGE CENTERS

SELECTION OF VACANCIES

A. ~~Refer to Article 6 of the Western Region Supplemental Agreement.~~
(T/A – 3/27/23)

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, **current package car size** 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.
(T/A – 3/27/23)

Vacancies created as a result of this bidding procedure shall be posted and bid in accordance with the provisions set forth herein.
(T/A – 3/27/23)

Within the first (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.

(T/A – 3/27/23)

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.
(T/A – 3/27/23)

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.
(T/A – 3/27/23)

When a driver's bid delivery area is temporarily changed on a given day by fifty percent (50%) or more of its delivery stops, said driver shall have the right to:

- 1. Follow the major portion of the delivery stops, if seniority allows.**
- 2. Work as an unassigned driver with seniority rights recognized.**
- 3. Take the day off if staffing allows.**

(T/A – 3/27/23)

B. *[No Change]*

~~C. All permanently vacated or newly created “Protected Jobs” (RPCD’s) working a Monday through Friday workweek shall be bid and awarded in the following order;~~

~~Step 1: Permanently vacated Monday through Friday “Protected Jobs” shall be offered to all current 22.4 combination drivers in seniority order;~~

~~Step 2: Jobs not filled in Step 1 above will be posted for bid to all other full-time employees within the building, regardless of classification, using their Employer seniority date.~~

~~Step 3: Any remaining openings in the number of “Protected Jobs” after Step 2 above shall be offered to all part-time employees, by Employer seniority, in accordance with Article 3 Section 1(B) of the Sort Addendum.~~

~~Step 4: Any remaining openings in the number of “Protected Jobs” after Step 3 above shall be offered in accordance with Article 6 Section 6 of the Western Region Supplemental Agreement, provided, however, that no RPCD position shall be filled by an outside hire unless the job remains unfilled after exhaustion of the applicable bidding procedure contained herein.~~

(T/A – 7/2/23)

WEEKEND WORK SCHEDULES FOR PACKAGE DRIVERS

(1) As outlined in Article 11 Section 1 (a) of the NMUPS Agreement, the Company shall complete the initial workweek selection bid within forty-two (42) days upon ratification. All seniority drivers shall be allowed to bid a Monday through Friday or Tuesday through Saturday workweek as outlined in Article I Section 1A, based on seniority.

(2) The workweek does not dictate the route bid. Routes will continue to be bid as Monday through Friday routes with the understanding that on Monday and Saturday the open routes will be covered as any other vacancy.

(3) The Company will post an interest list indicating the number of Monday through Friday and Tuesday through Saturday drivers needed. Drivers that were hired as RPCD's before August 1, 2019, will have the first opportunity to select their desired schedule in seniority order. Any Tuesday through Saturday positions not filled by this offer will then be offered, in seniority order, to the remaining drivers hired as RPCD's after August 1, 2019, and then to any drivers previously classified as a 22.4(b) driver in seniority order. If the Tuesday through Saturday scheduling needs are still not met then any driver hired as a RPCD after August 1, 2019, or any previously classified 22.4(b) drive shall be scheduled in reverse seniority order to fulfill the needs of the operation. If the Tuesday through Saturday scheduling needs are still not met, the parties will meet per the process outlined in Article 11. If the interest list process is completed and there is an excess number of drivers on the Tuesday through Saturday schedule, the Tuesday through Saturday drivers will be afforded the opportunity to go to a Monday through Friday schedule in seniority order.

(4) After completion of this bid any driver who selected a Tuesday through Saturday workweek and subsequently desires to return to a Monday through Friday workweek, and has the seniority to do so, must give at least thirty (30) days advance notice of the change. In exercising this option there must be an RPCD, hired after August 1, 2019, working a Monday through Friday workweek, who would then, after the thirty (30) day notice, be moved to the Tuesday through Saturday workweek, by inverse seniority.

(5) Effective upon ratification, all 22.4 drivers converted to RPCD will have a seniority date in the RPCD classification based on Article I Section 8A of the Joint Council 28 Rider. (T/A – 7/29/23)

GEOGRAPHIC TRANSFER

[No Change]

PERMANENT NEW JOBS OR DELIVERY AREA ROUTES

A permanent new job for the purpose of this Article shall be one that has been in existence for a period of thirty (30) working days. ~~Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any unassigned regular package car driver to perform the work on a temporary basis.~~

(T/A – 2/9/23)

TRAINING AREAS

[No Change]

Section 5. FEEDER DRIVERS

[No Change]

Section 6. BACKUP FEEDER DRIVERS

A. – G. *[No Change]*

H. The following language applies to all other Locals: If a backup feeder driver passes ~~his/her~~ **their** bid for a full-time feeder opening, ~~he/she~~ **they** shall not be disqualified from the backup feeder position.

(T/A – 7/3/23)

I. Regular package car drivers who move to a back-up feeder position shall maintain their bid route until ~~he/she~~ **they** become s a bid feeder driver. The bid route the back-up feeder driver vacates shall be posted for a conditional bid with the understanding that the back-up feeder driver will be placed back on ~~he/she~~ **their** bid area whenever they return to the package car classification. The successful bidder understands they forfeit their current bid route.

(T/A – 7/3/23)

J. Part-time employees who work as backup feeder drivers for three (3) or more days during the week of a holiday shall receive eight (8) hours of holiday pay for each holiday of that workweek as if they were a full-time backup feeder driver.

(T/A – 4/27/23)

Section 7. AIR OPERATION EMPLOYEES

[No Change]

Section 8. SENIORITY

There shall be separate seniority lists by classification, namely:

A list for tractor-trailer feeder drivers; a list for regular full-time package car drivers (RPCD's); ~~a list for 22.4 full-time combination drivers by center;~~ a list for full-time 22.3/40 combination employees; (where there are both full-time and part-time car washers in an area) a list for full-time car washers, a list for regular part-time employees (e.g. loaders/unloaders, sorters, preloaders, clerks and car washers). When a full-time employee moves from one (1) seniority list to another separate seniority list within the same classification, then the seniority date for layoff, rehire, and bidding, shall be the classification seniority date. When an employee moves from one (1) seniority list to another separate seniority list, then the seniority date for layoff, rehire, and bidding, if appropriately on the list to which they transferred, shall be the date that they transferred to the new position. All other benefits to apply as per company seniority. Effective August 1, 1993, an employee who moves from one full-time seniority list to a different full-time seniority list or from one part-time seniority list to a different part-time seniority list because of a medically certified reason shall be dove-tailed into the appropriate seniority list.

(T/A – 7/2/23)

A. [No Change]

B. Operating Center Seniority shall control except as otherwise provided in this Rider. Employees shall work off separate seniority lists for each operating center under this Agreement. Package Drivers in multiple center buildings shall have the right to bid any vacancy in any other center within their building. ~~The original vacancy and the next five (5) openings created will begin and end the process of multiple center bidding.~~ At this point any remaining vacancy resulting from the original bid shall be bid in accordance with JC 28 Rider, Article 1 Section 4.

(T/A – 2/8/23)

The successful bidder shall be dovetailed into the new center seniority list.

The successful bidders moving to the new centers release their rights to their selected vacation if it causes excess time off during the current vacation year. All other benefits are to apply as per company seniority.

~~Vacancies created by back-up feeder drivers will be excluded from the crossover bidding process.~~

(T/A – 2/8/23)

In buildings with multiple centers, the Employer shall have the right to balance the staffing between the centers. The permanent movement of drivers will be offered first to the list of unassigned drivers in seniority order in the overstuffed center(s) and then drivers will be forced from the bottom of the same unassigned driver list(s). Only those drivers who attain package car seniority after ratification may be forced to another center. Any driver forced to another Center shall have the right to return to his/her **their** original Center prior to any New Hire for the next six (6) months.

(T/A – 7/3/23)

No driver shall be forced to work in another Center or Building in another Local Union's jurisdiction. No driver shall be allowed to voluntarily work in another Center or Building in another Local Union's jurisdiction without prior mutual agreement of the Local Unions involved.

(T/A – 4/27/23)

In the event all parties involved mutually agree the Company shall immediately notify the shop steward in the affected Local Unions. Failure to notify the affected shop stewards in each Local Union shall void any mutual agreement.

(T/A – 4/27/23)

Any Driver who volunteers or is forced to work in another Center or building within a Local Unions jurisdiction shall receive time and one-half for all hours worked that day.

(T/A – 4/28/23)

Any work covered by this section shall be offered in seniority order and guaranteed a minimum of eight (8) consecutive hours work or pay.

(T/A – 4/27/23)

C. Full-time employees who are laid off in a building that contains more than one (1) operating center shall be allowed to exercise their classification seniority to replace the least senior employee within the same classification within any operational center in such building.

After a seniority package driver has been laid off at least five (5) days within the calendar year, and unable to drive in another center, he/she **they** may elect to displace the least senior part-time employee(s) in the building in which he/she has **they have** seniority. If the employee elects to perform part-time work, he/she **they** may choose to displace one (1) or two (2) part-time employees, if available.

In any case, the employees must be qualified to perform the work, have more company seniority than the displaced employee(s), and if it is a temporary layoff (less than 5 working days), be available for ~~his/her~~ **their** next regularly scheduled shift. Any laid off driver choosing to perform part-time work shall receive the part-time daily guarantee and be paid the appropriate part-time wage rate in accordance with ~~his/her~~ **their** company seniority but maintain their full-time benefits for all other purposes.

(T/A – 7/3/23)

D. – J. [No Change]

K. The Employer will provide to the Union a complete, current, and accurate seniority list for each operation in the Local Unions jurisdiction, on a quarterly basis, or as requested, after a quarterly review determining the accuracy of the respective seniority list has taken place between the operations management team and shop steward(s).

An employee shall still have the right to protest the accuracy of their seniority date and/or their relative standing on that seniority list by filing a timely grievance.

(T/A – 2/23/23)

JURISDICTIONAL TRANSFER

Prior to exercising the Transfer language in NMUPS Article 22 Section 6 and / or WRSA Article 6 Section 6. ~~E~~ employees requesting in writing to the Employer and Union to transfer from one building to another within the Local's jurisdiction for permanent job vacancies or openings, within their classification, will be placed on a list in seniority order. Such transfers shall be entailed to the bottom of the new respective seniority list for the purpose of job bidding, vacation selection, and layoff. The transferee releases their rights to their selected vacations if it causes excess time off during the year of the transfer.

(T/A – 6/20/23)

~~This transfer language applies to Locals 174 and 313 and any other Local that signs a letter of acceptance with the Employer. The transfer is limited to ~~one (1)~~ **two (2)** full-time and ~~one (1)~~ **two (2)** part-time employees (excluding package car and feeder driver) from each building, each calendar year and does not apply during peak season.~~

(T/A – 3/28/23)

Section 9. FULL TIME COMBINATION JOBS

HOURS OF WORK

[No Change]

NEWLY CREATED JOBS

A. [No Change]

VACATED JOBS

B. The vacated job will be offered in this order.

1. **Any existing Article 22.3/40 combination job permanently vacated shall be offered to employees on the “bench” within the Local Union where the vacancy occurs.**
(T/A – 2/8/23)

2. **Jobs not filled in B.1 above will be posted for bid to** ~~Any existing Article 22.3/40 combination job permanently vacated shall be offered to~~ all current Article 22.3/40 bargaining unit employees within the building where the vacancy occurred by company seniority
(T/A – 2/8/23)

2. ~~3.~~ **Jobs not filled in B.1 B.2 above will be posted for bid to all part-time employees as outlined in Article 3 Section 1B(3) of the Sort Addendum and all other full-time employees (excluding feeder drivers with less than five (5) years feeder seniority) within the building, regardless of classification, by Company seniority.**
(T/A – 2/21/23)

The current practice in Local 174 shall continue to include Local wide jurisdiction for part-time employees.
(T/A – 2/9/23)

Full-time drivers taking a 22.3/40 combination job must remain in **the 22.3/40 classification for that job for one hundred eighty (180) ninety (90) calendar days.**
(T/A – 2/9/23)

3. ~~Jobs not filled in B.2. above will then be subject to the provisions of the Jurisdictional Transfer language of Article 1 of the JC 28 Rider for all other Article 22.3/40 employees.~~
(T/A – 2/8/23)

4. Jobs not filled in B.3. above **to Locals other than Local 174** will be offered in accordance with Article 3 Section 1 B(3) of the Sort Addendum **to all part-time employees within the Local’s jurisdiction, by Company seniority.**
(T/A – 2/9/23)

5. **In the event the Employer is proven, through the Grievance procedure, to have caused a delay in violation of the timelines set out in Article 1 Section 9C of this Agreement, there shall be a monetary penalty from the first day of delay.**
(T/A – 2/23/23)

POSTING AND BIDDING

C. All jobs will be posted with a description of the workday, workweek, daily start time, and a description of the type of work involved. **The posting shall be signed and dated by a steward and management person (or their designee) on the day of posting and the day of removal to ensure accuracy of the posted job(s).**
(T/A – 4/19/23)

All newly created or vacated jobs in A and B above shall be posted within ten (10) days for ten (10) working days and all postings for steps 2 through 4 in B above shall be immediately posted at the end of the previous posting for an additional ten (10) working days.

The successful bidder shall be awarded the job the Monday following the expiration of the ten (10) day posting period, or following the acceptance of the job by a 22.3/40 combination employee.

D. – G. [*No Change*]

H. Full-time combination employees shall be offered overtime work on ~~his/her~~ **their** shifts, using ~~his/her~~ **their** company seniority date. This does not apply to Utility or Setup work.
(T/A – 7/3/23)

I. & J. [*No Change*]

K. Any full-time Article 22.3/40 combination employee who is forced into work for a partial workday shall receive ~~his/her~~ **their** guarantee and overtime provisions.
(T/A – 7/3/23)

L. Any full-time Article 22.3/40 combination employee whose workday or work assignment is fully or partially eliminated, shall have the following options:

1. The affected employee shall be allowed to exercise ~~his/her~~ **their** seniority to bump any lower senior employee on ~~his/her~~ **their** seniority list. The employee who is bumped shall follow the same bumping procedure for up to the next three (3) moves thus ending the bumping process. The last displaced employee shall have the option to bump the least senior employee on their seniority list or exercise the options below. Any employee choosing this option may not displace a shifter or hazmat responder unless they have been previously qualified to perform the duties associated with the selection.
(T/A – 7/3/23)

2. Dovetail into ~~his/her~~ **their** original seniority list at their full-time wage rate and part-time benefit package. If going back to a Full-Time Driver Seniority list, the employee dovetails into the cover driver list and is restored to their appropriate driver rate of pay and benefits package.
(T/A – 7/3/23)

3. [*No Change*]

4. [*No Change*]

M. – O. [*No Change*]

Section 10. ~~22.4 COMBINATION DRIVERS~~

~~Unless specifically stated otherwise in this Section 10, all other language in this JC28 Rider shall apply to all 22.4 combination employees.~~

(T/A – 7/2/23)

~~NEWLY CREATED JOBS~~

~~A. All newly created 22.4 combination jobs shall be bid and awarded in the following order;~~

~~1. — Part time and current 22.4 combination employees will be offered newly created Article 22.4 combination jobs by company seniority in accordance with Article 3 Section 1(B) of the Sort Addendum. Employees who are awarded these jobs will remain on the list to maintain their eligibility for the purpose of filling other full-time opportunities using their part-time seniority date, except, however, RPCD “Protected Jobs” shall continue to be offered and filled in accordance with Article I Section 4C of the JC28 Rider. The successful bidder shall not be allowed to change Centers for six (6) months.~~

~~2. — All Regular full-time employees (excluding Feeder), within the building, by company seniority;~~

~~3. — Remaining openings shall be offered pursuant to NMUPS Agreement Article 22.5 (6 for 1 outside hire).~~

~~(T/A – 7/2/23)~~

~~VACATED JOBS~~

~~B. All 22.4 vacated jobs will be offered in the following order;~~

~~1. — Any existing Article 22.4 combination job permanently vacated shall be offered to all current Article 22.4 bargaining unit employees, within the building where the vacancy occurred, by company seniority. The successful bidder shall not be allowed to change Centers for six (6) months.~~

~~2. — Jobs not filled in B.1. above will be posted for bid to all other full-time employees, within the building (excluding Feeder), by company seniority.~~

~~3. — Jobs not filled in B.2. above will be offered in accordance with Article 3 Section 1 B(3) of the Sort Addendum, by company seniority.~~

~~(T/A – 7/2/23)~~

~~POSTING AND BIDDING~~

~~C. All 22.4 combination jobs will be posted with a description of the type of work involved, the workweek and the center assigned to, in multiple center buildings.~~

~~All newly created or vacated jobs in A and B above shall be posted within ten (10) days for ten (10) working days and all postings for step 2 in B above shall be immediately posted at the end of the previous posting for an additional ten (10) working days.~~

~~The successful bidder shall be awarded the job the Monday following the expiration of the ten (10) day posting period, or following the acceptance of the job by a 22.4 combination employee.~~

~~(T/A – 7/2/23)~~

~~D. Article 6, Section 5, and Article 7 of the Western Region Supplemental Agreement shall apply to all part-time employees who are awarded full-time combination jobs.
(T/A – 7/2/23)~~

FULL-TIME JOB POSTINGS

All jobs that are posted shall be signed and dated by a steward and management person (or their designee) on the day of posting and the day of removal to ensure accuracy of the posted job(s).
(T/A – 4/19/23)

ARTICLE II. CHANGE OF OPERATIONS

[No Change]

ARTICLE III. WORK ASSIGNMENTS

[No Change]

ARTICLE IV. PROTECTION OF RIGHTS

Section 1. PICKET LINES

A. [No Change]

ARTICLE V. LAYOFF AND RECALL

Section 1. NOTICE OF TEMPORARY LAYOFF

~~A. Written Notice of Temporary layoff shall not apply during an emergency beyond the employer's control, provided notification is given to the employee one (1) hour ahead of normal starting time.~~

(Union Housekeeping T/A – 4/19/23)

~~B. A written notice of temporary layoff must be given an employee if the employer contemplates a layoff longer than five (5) working days. The Friday posting of start times shall satisfy written notice.~~

(Union Housekeeping T/A – 4/19/23)

~~B. Written Notice of Temporary layoff shall not apply during an emergency beyond the employer's control, provided notification is given to the employee one (1) hour ahead of normal starting time.~~

(Union Housekeeping T/A – 4/19/23)

Section 2.

A. [No Change]

ARTICLE VI. BEREAVEMENT LEAVE

Section 1. IMMEDIATE FAMILY

A. [No Change]

ARTICLE VII. JURY DUTY

Section 1. JURY DUTY AND COURT SERVICE

[No Change]

Section 2. Subpoena

An employee answering a subpoena as an Employer witness or as a witness to an issue that happened while on the clock shall be kept whole in relation to lost work and expenditures. This does not apply to employees who are involved in litigation against UPS or involving the grievance process. The Employee is to supply the Employer the subpoena requiring ~~his/her~~ **their** presence away from work. When the employee is excused, either temporarily or permanently, on a scheduled workday, the employee shall report for work as soon as reasonably possible, and complete any remaining hours of their scheduled workday.

(T/A – 7/3/23)

ARTICLE VIII. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

PREAMBLE

Nothing contained in this Article shall be construed as to deny any superior benefit under the Washington State, “Paid Sick Time” Law or the Seattle “Paid Safe and Sick Time” Ordinance.

(T/A – 4/27/23)

Section 1. SICK LEAVE

A. Employees with seniority shall accumulate forty (40) hours of sick leave benefits a year, three and one-third (3-1/3) hours per month. Employees with the minimum required hours, at least eight (8) or ten (10), will receive sick pay from the first day of a bona fide illness or injury. Sick leave is not to be paid when employee is receiving normal hourly compensation or is on a holiday or is actually on vacation. **(Effective January 1, 2024 this language shall no longer be in effect.)**

(T/A – 3/27/23)

Employees ~~hired on or after August 1, 1993,~~ shall begin to accumulate sick leave hours **at time of hire and shall be eligible to utilize** ~~after they have seniority plus one (1) year~~ **on the ninetieth (90th) calendar day** of employment.

(T/A – 3/27/23)

Effective January 1, 2024, and each January thereafter, full-time employees shall receive a frontloaded sick leave bank of forty (40) hours on January 1 each year. Employees hired after January 1 and employees who surpass their frontloaded bank shall earn one (1) hour of sick leave for every forty (40) hours worked (one (1) hour for every thirty (30) hours worked in Seattle) during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.

(T/A – 4/19/23)

Effective at the end of business December 31st of each calendar year, employees unused hours shall roll into their safe and sick leave bank and shall be available for future use. Employees that use safe and sick leave for legitimate reasons may not receive an occurrence for the time that is designated as safe and sick time.

(T/A – 3/27/23)

Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day. Sick leave is not to be paid for holidays.

(T/A – 3/27/23)

B. Effective December 31, 2023, a new “safe and sick leave bank” will be established for each employee. The new bank will consist of their existing Paid Sick Leave bank or their contractual bank, whichever is greater. Unused sick leave shall accumulate up to four hundred eighty (480) hours into ~~a~~ this new bank and it shall be the only bank going forward. Bank shall be available for future use with all banked hours treated as “protected leave”. Sick leave shall be deducted from the bank ~~on an hourly basis~~ in increments consistent with the Employer’s payroll system and practices. Benefits for full days off must be for eight (8) or ten (10) hours and must be scheduled workdays.

(T/A – 4/27/23)

C. Employees who have accrued four hundred eighty (480) hours into their sick leave bank shall continue to accrue hours into their sick leave bank on an annual basis and shall be entitled to receive pay or defer as a pretax deduction into the “Teamster/UPS 401K Plan” for any unused accrued hours above four hundred eighty (480) hours, on the fourth pay period following August 1, of each contract year. Eligible employees who want to defer the unused sick leave into the “Teamster/UPS 401K Plan will be responsible to contact the administrator of the Plan prior to July 15th of each year. If no intention to defer to the Plan is made, the money shall be received as pay.

(T/A – 3/27/23)

€D. Employees who retire from the Employer shall receive one hundred percent (100%) payoff for their bank hours as pay upon separation. Employees separated from employment shall receive seventy five (75%) of their bank hours as pay upon separation. If deceased, the value shall go to their estate.

(T/A – 4/27/23)

ƉE. Employees discharged under Article 28, Section 2A of the Western Region Supplemental Agreement, will not be entitled to provisions of sub-section € **D.**

(T/A – 3/27/23)

EF. Employees scheduled to work in a higher classification during the week of a sick leave claim shall be paid the higher rate of pay for that claim.
(T/A – 3/27/23)

FG. With prior notification before returning to work, a doctors’ slip may be required for all absences of five (5) or more consecutive days.
(T/A – 3/27/23)

GH. Employees shall be entitled to cash in accumulated sick hours for purposes of donating the proceeds to any UPS employee who has been off work one (1) year or less. The request must be made in writing and must identify the employee who shall receive the donated funds.
(T/A – 3/27/23)

Section 2. WORKERS’ COMPENSATION

A. Employees collecting Workman’s Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workman’s Compensation benefits on a daily basis are less than the amount of sick leave otherwise available, employees shall, in addition to Workman’s Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received by deducting from the bank the hours required to make up the difference. Sick leave benefits are to be coordinated with health and welfare time loss benefits so as to equal forty (40) hours pay a week **at the employee’s option.**
(T/A – 4/27/23)

B. Sick leave benefits will be paid for the first day off for an “on the job injury” to be coordinated with workers compensation benefits **as requested by the employee.**
(T/A – 4/27/23)

C. [No Change]

Section 3. NOTIFICATION TO THE EMPLOYER

[No Change]

ARTICLE IX. VACATIONS

Section 1.

A. Employees eligible for statutory leave (i.e. FMLA, Washington Family Leave Laws) shall use all accrued paid leave available concurrent with any claimed statutory leave, except workers compensation. At the employees’ option, ~~he/she~~ **they** shall retain up to eighty (80) hours of accrued leave.
(T/A – 7/3/23)

B. – I. [No Change]

J. (1) Employees have the option of taking all vacation earned, **rolling vacation weeks into the following year** and receiving forty-five (45) hours vacation pay for each week or working and receiving pay for forty-five (45) hours straight time in addition to hours worked, according to the following schedule.

EARNED VACATION WEEKS	PAYMENT OPTION WEEKS
1 or 2	0
3	1
4, 5, 6 <u>or more</u> (T/A – 4/20/23)	2

(2) [No Change]

Section 2. OPTIONAL WEEK

A. [No Change]

ARTICLE X. HOLIDAYS

Section 1.

A. The following are paid holidays:

January 1st	Thanksgiving Day
<u>MLK Day</u>	Day After Thanksgiving
Memorial Day	Christmas Day
July 4th	December 31st
Labor Day	(5) - Floating Holidays
(T/A – 7/1/23)	

B. – G. [No Change]

H. Employees must work their last scheduled day before a holiday and their first scheduled day after a holiday to receive holiday pay. This shall not apply to employee’s on approved leave (e.g., vacation, or other holidays or to employees who are on illness or injury that is verified by Doctor’s statement) **or for employees who use sick leave under Article VIII Section 1.**
(T/A - 4/20/23)

I. – L. [No Change]

Section 2. HOLIDAY WEEK OPTION

A. Upon the employees’ Company Anniversary Date ~~following July 31, 1990~~, the employees may elect at their option to:
(T/A – 2/8/23)

(1) Combine their five (5) Floating holidays together as an optional holiday week to be selected at the vacation selection period. The additional week may not be taken during the months of June, July, August and September each year, (This optional week to be paid at forty (40) hours), or;

(2) Take the holidays, or;

(3) be paid for the holidays (at the employee's option) at anytime of the year ~~except for December each year.~~

(T/A – 2/8/23)

ARTICLE XI. SUSPENSIONS AND DISCHARGES

Refer to Article 28, Section 2 of the Western Region Supplemental Agreement.

ARTICLE XII. HEALTH & WELFARE, DENTAL & VISION BENEFITS, RETIREES' HEALTH & WELFARE

Section 1.

A. EFFECTIVE August 1, 2018 **2023**, the employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month, the following:

(1) Health and Welfare - the sum of one thousand ~~five hundred ninety-three dollars and eighty-eight cents (\$1,593.88)~~ **eight hundred eighty-nine dollars and ninety-five cents (\$1,889.95)** per month for benefits under "The JC-28 XL Plan," plus options of:

(T/A Housekeeping – 2/23/23)

An additional nine (9) month waiver (for a total of 12 months)	\$ 11.40
An additional \$30,000 Employee Life/AD&D and Dependent Life	\$ 8.60
An additional \$500/Week Time Loss	\$ 25.00 30.00

For a TOTAL of \$1638.88 **\$1,939.95**

(T/A Housekeeping – 2/23/23)

(2) Dental - The sum of one hundred ~~thirty~~ **twenty** dollars and fifty cents (~~\$130.50~~) **(\$120.50)** per month for benefits under "Plan A".

(T/A Housekeeping – 2/23/23)

(3) Vision - the sum of ~~fourteen dollars and ninety cents (14.90)~~ **seventeen dollars and ten cents (\$17.10)** per month for benefits under "The NBN Vision Extended Plan."

(T/A Housekeeping – 2/23/23)

(4) The above provisions do not apply to employees hired during the period of October through December.

(T/A – 2/23/23)

For a TOTAL of \$1,784.28 **\$2,077.55**

(T/A Housekeeping – 2/23/23)

(5) EFFECTIVE August 1, 2024, the employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month a total monthly contribution rate of \$2,120.80 for the benefits defined in this Section.

(5.1) EFFECTIVE August 1, 2025, the employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month a total monthly contribution rate of \$2,164.05 for the benefits defined in this Section.

(5.2) EFFECTIVE August 1, 2026, the employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month a total monthly contribution rate of \$2,207.30 for the benefits defined in this Section.

(5.3) EFFECTIVE August 1, 2027, the employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month a total monthly contribution rate of \$2,250.55 for the benefits defined in this Section.

(5.4) If the Washington Teamsters Welfare Trust decides in any year that an increase is required beyond that specified in this Section, then the increases allocated to the Western Conference of Teamsters Pension Fund, as set forth in Article XIII below, shall first be reallocated to satisfy such increased Health & Welfare contribution as specified in NMUPS Article 34.

(T/A – 7/30/23)

(5) (6) [No Change]

Section 2.

A. Effective August 1, ~~2018~~ **2023**, the employer shall pay into the Washington Teamster Retirees Welfare Trust for every employee doing bargaining unit work, who was compensated for eighty (80) hours in the previous month, the following:

(T/A Housekeeping – 2/23/23)

(1) Retirees Health and Welfare – Effective August 1, ~~2018~~ **2023** the sum of three hundred ~~four~~ dollars and fifty four cents (~~\$304.54~~) **forty seven dollars and eighty-seven cents (\$347.87)** and each January thereafter the premium shall be adjusted by an additional amount per month per year as determined by the Trustees of the Plan of this agreement for benefits under “RWT PLUS XL” Plan.

(T/A Housekeeping – 2/23/23)

(2) The above provisions apply to all Full-time employees year round.

(3) The Letter of Agreement between the parties is hereby incorporated into this Section.

LETTER OF AGREEMENT

United Parcel Service Inc. (“UPS” or “Employer”) and Teamsters Joint Council 28 (“Union”) agree to the following in connection with the negotiation of the 2018 – 2023 UPS Joint Council of Teamsters No. 28 Rider:

1. [No Change]

2. [No Change]

3. ~~The increases in the available contributions over the Article 34 negotiated rates, as set forth above, shall only become effective if the UPS Joint Council of Teamsters No. 28 Rider is ratified on the first vote. If the Rider is not ratified this Letter of Agreement shall be null and void.~~
(T/A Housekeeping – 2/23/23)

Section 3.

[No Change]

ARTICLE XIII. PENSION

Section 1.

A. Refer to Article 30 of the Western Region Supplement for Effective August 1, 2023, the Pension contribution rates for full-time employees shall be increase as follows:

(1.) Effective August 1, 2023, the Employer shall pay a total of fourteen dollars and ninety-five cents (\$14.95), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>\$12.83</u>	<u>\$2.12</u>	<u>\$14.95</u>

(2.) Effective August 1, 2024, the Employer shall pay a total of fifteen dollars and twenty cents (\$15.20), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>\$13.05</u>	<u>\$2.15</u>	<u>\$15.20</u>

(3.) Effective August 1, 2025, the Employer shall pay a total of fifteen dollars and forty-five cents (\$15.45), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>\$13.26</u>	<u>\$2.19</u>	<u>\$15.45</u>

(4.) Effective August 1, 2026, the Employer shall pay a total of fifteen dollars and seventy cents (\$15.70), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>\$13.48</u>	<u>\$2.22</u>	<u>\$15.70</u>

(5.) Effective August 1, 2027, the Employer shall pay a total of fifteen dollars and ninety-five cents (\$15.95), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>\$13.69</u>	<u>\$2.26</u>	<u>\$15.95</u>

B. [No Change]

C. [No Change]

Section 2.

[No Change]

ARTICLE XIV. SAVINGS

[No Change]

ARTICLE XV. LEGAL SERVICES TRUST FUND

[No Change]

ARTICLE XVI. NEW CUSTOMER COUNTER CLERKS AS OF NOV. 19, 1998

[No Change]

ARTICLE XVII. CLASSIFICATIONS SCALE OF WAGES

Section 1. FULL TIME EMPLOYEES

EFFECTIVE AUGUST 1, 2018 2023

CURRENT PER HOUR

Drivers, Feeders ~~\$37.125~~ **\$42.425**
(Tractor Trailer)

	Start	1 Year	2 Year	3 Year	4 Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/18	\$20.94	\$22.94	\$23.94	\$28.69	\$37.825
8/1/19	\$20.94	\$22.94	\$23.94	\$28.69	\$38.575
8/1/20	\$20.94	\$22.94	\$23.94	\$28.69	\$39.375
8/1/21	\$20.94	\$22.94	\$23.94	\$28.69	\$40.275
8/1/22	\$20.94	\$22.94	\$23.94	\$28.69	\$41.275

(T/A – 7/25/23)

	<u>Start</u>	<u>1-Year</u>	<u>2-Year</u>	<u>3-Year</u>	<u>4-Year</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Top Rate</u>
<u>8/1/23</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$45.175</u>
<u>8/1/24</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$45.925</u>
<u>8/1/25</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$46.675</u>
<u>8/1/26</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$47.675</u>
<u>8/1/27</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$49.925</u>

(T/A – 7/25/23)

Drivers, Package ~~\$36.90~~ **\$42.20**

	Start	1 Year	2 Year	3 Year	4 Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/18	\$20.94	\$22.94	\$23.94	\$28.69	\$37.60
8/1/19	\$20.94	\$22.94	\$23.94	\$28.69	\$38.35
8/1/20	\$20.94	\$22.94	\$23.94	\$28.69	\$39.15
8/1/21	\$20.94	\$22.94	\$23.94	\$28.69	\$40.05
8/1/22	\$20.94	\$22.94	\$23.94	\$28.69	\$41.05

(T/A – 7/25/23)

	<u>Start</u>	<u>1-Year</u>	<u>2-Year</u>	<u>3-Year</u>	<u>4-Year</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Top Rate</u>
<u>8/1/23</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$44.95</u>
<u>8/1/24</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$45.70</u>
<u>8/1/25</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$46.45</u>
<u>8/1/26</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$47.45</u>
<u>8/1/27</u>	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$49.70</u>

(T/A – 7/25/23)

Regular package car drivers pulling pup trailers will receive an additional twenty cents (\$.20) per hour for all hours worked the day the equipment is pulled.

Car Washers ~~\$34.12~~ **\$39.42**
(All Shifts)

	Start	1 Year	2 Year	3 Year	4 Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/18	\$20.94	\$22.94	\$23.94	\$28.69	\$34.82
8/1/19	\$20.94	\$22.94	\$23.94	\$28.69	\$35.57
8/1/20	\$20.94	\$22.94	\$23.94	\$28.69	\$36.37
8/1/21	\$20.94	\$22.94	\$23.94	\$28.69	\$37.27
8/1/22	\$20.94	\$22.94	\$23.94	\$28.69	\$38.27

(T/A – 7/25/23)

	Start	1-Year	2-Year	3-Year	4-Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/23	\$22.94	\$23.94	\$24.94	\$30.69	\$42.17
8/1/24	\$22.94	\$23.94	\$24.94	\$30.69	\$42.92
8/1/25	\$22.94	\$23.94	\$24.94	\$30.69	\$43.67
8/1/26	\$22.94	\$23.94	\$24.94	\$30.69	\$44.67
8/1/27	\$22.94	\$23.94	\$24.94	\$30.69	\$46.92

(T/A – 7/25/23)

22.3 Full-Time Inside Jobs ~~\$31.08~~ **\$36.38**
(All Shifts)

	Start	1 Year	2 Year	3 Year	4 Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/18	\$15.94	\$16.94	\$17.94	\$20.94	\$31.78
8/1/19	\$15.94	\$16.94	\$17.94	\$20.94	\$32.53
8/1/20	\$15.94	\$16.94	\$17.94	\$20.94	\$33.33
8/1/21	\$15.94	\$16.94	\$17.94	\$20.94	\$34.23
8/1/22	\$15.94	\$16.94	\$17.94	\$20.94	\$35.23

(T/A – 7/25/23)

	Start	1-Year	2-Year	3-Year	4-Year
	Rate	Rate	Rate	Rate	Top Rate
8/1/23	\$22.94	\$23.94	\$24.94	\$27.94	\$39.13
8/1/24	\$22.94	\$23.94	\$24.94	\$27.94	\$39.88
8/1/25	\$22.94	\$23.94	\$24.94	\$27.94	\$40.63
8/1/26	\$22.94	\$23.94	\$24.94	\$27.94	\$41.63
8/1/27	\$22.94	\$23.94	\$24.94	\$27.94	\$43.88

(T/A – 7/25/23)

22.4 Full Time Combination Driver — \$30.64
(All Shifts)

Start	1 Year	2 Year	3 Year	4 Year
Rate	Rate	Rate	Rate	Top Rate
8/1/18	\$20.44	\$21.19	\$22.69	\$24.94
8/1/19	\$20.44	\$21.19	\$22.69	\$24.94
8/1/20	\$20.44	\$21.19	\$22.69	\$24.94
8/1/21	\$20.44	\$21.19	\$22.69	\$24.94
8/1/22	\$20.44	\$21.19	\$22.69	\$24.94

(T/A — 7/2/23)

~~22.4 combination employees pulling pup trailers will receive an additional twenty cents (\$.20) per hour for all hours worked the day the equipment is pulled.~~

(T/A — 7/2/23)

*NOTE: The above rates have been reduced by \$0.06 to reflect the diversion to the RWT Plus retirees plan voted and approved by the membership in October 1998.

Section 2.

A. [No Change]

Section 3. FEEDER DRIVERS

[No Change]

Section 4.

[No Change]

FOR THE EMPLOYER

UNITED PARCEL SERVICE, INC.

BY: Chris Rowland 7/30/23
 Chris Rowland, UPS District Labor Relations NW District

FOR THE UNION

JOINT COUNCIL OF TEAMSTERS NO.28

BY: Rick Hicks 7/31/23
 Rick Hicks, Joint Council 28 President
 Chairman, Union Negotiating Committee

BY: Ted Bunstine 7/31/23
 Ted Bunstine, Joint Council UPS Division Director
 Co-Chairman, Union Negotiating Committee

UNITED PARCEL SERVICE
JOINT COUNCIL OF TEAMSTERS NO. 28
SORT ADDENDUM

to the

JOINT COUNCIL OF TEAMSTERS NO. 28

RIDER

BETWEEN

TEAMSTER LOCAL UNION NOS.

38, 58, 174, 231, 252, 313, 589, 690, 760, and 839

AND

UNITED PARCEL SERVICE

For the Period:

August 1, 2018 through ~~July 31, 2023~~ - 2028

ARTICLE 1. PARTIES TO THE ADDENDUM

Section 1. OPERATIONS COVERED

[No Change]

Section 2. EMPLOYEES COVERED

Employees covered by this agreement shall be construed to mean Sorters, Pre-Loaders, Clerks, Car Washers (**this shall include Spokane Building**) and all other Inside Employees working in classifications set forth in the Wage Schedule of this Addendum or any other classification mutually agreed on by the parties, including those employees handling high value packages and where the processing of high value packages is being performed by current bargaining unit employees they will continue to perform that work during the life of this Agreement.

(T/A – 4/27/23)

ARTICLE 2. HOURS OF WORK

Section 1. REGULAR PART-TIME

A. Regular part-time employees reporting to work shall be guaranteed a minimum of three and one-half (3.5) hours pay. Should any such employee work more than five (5) hours in any one (1) day, they shall receive time and one-half (1-1/2) for all hours worked beyond the fifth (5th) **hour**. The regular scheduled workday shall consist of three and one-half (3 ½) consecutive hours and the regular scheduled work week shall consist of five (5) consecutive days Monday through Friday or Tuesday through Saturday; provided however, when operating needs require the establishment of a Sunday sort, the Employer may implement a Sunday through Thursday work week.

(T/A – 4/20/23)

B. [No Change]

C. All part-time employees will be allowed a ten (10) minute paid rest period, to begin when the employee leaves the work area and end when the employee returns to the work area. This rest period will normally be scheduled in the middle of each shift **but in no event shall the rest period commence later than the third (3rd) hour of the shift.**

(T/A – 4/27/23)

Should a part-time employee work more than five (5) hours in a day they shall also be entitled to a one-half (1/2) hour unpaid ~~lunch~~ **meal** period. **Part-time employees must be at least two (2) hours into the shift before the meal period can start. In addition, the meal period cannot start more than five (5) hours after the beginning of the shift.**

(T/A – 4/27/23)

Employees that work seven (7) hours are entitled to an additional ten (10) minute paid break which may be scheduled during the seventh (7th) hour of work. Employees shall be entitled to a third ten (**10**) minute paid rest break no later than three (3) hours after the second rest break.

(T/A Housekeeping – 4/27/23)

D. – G. [No Change]

Section 2. NEW HIRES

[No Change]

Section 3. AIR OPERATION EMPLOYEES

[No Change]

Section 4. SENIORITY

A. There shall be a separate seniority list (by classification) by sort operation for all employees covered herein. When an employee moves from one seniority list to another separate seniority list, their company seniority date shall follow and they will be dovetailed into the new respective list for layoff, rehire and bidding purposes. All other benefits apply as per company seniority. The employee obtaining the new position shall remain on that shift for at least ~~three (3) months~~ **thirty (30) calendar days**.

(T/A – 2/21/23)

The transferee releases their rights to their selected vacation if it causes excess time off during the year of the transfer.

Effective 8-1-97, the following Seniority Tie Breaker list will be used to resolve seniority issues:

1. Date of Hire
2. Date of Application
3. Date of Interview
4. Drawing of Lots

B. *[No Change]*

C. Employer recognizes that the principles of seniority shall be given prime consideration for extra work. Within each building, each operational sort will maintain a list, by seniority, of those employees requesting extra work on another sort. It will be the employees' responsibility to sign up on the appropriate list(s) through the appropriate manager(s). These lists shall be a one-time permanent sign-up list which interested employees are allowed to sign on to at any time. It will be the employees' responsibility to make sure the employees' contact information is correct on all extra work lists they sign on. When extra work is available, the Employer will use the appropriate list to fill the required positions. The employee must be qualified for the available work and double shift employees shall have seniority amongst themselves.

The Employer and Union agree to establish a Joint Council 28 Teamster/UPS Labor-Employee- Management Committee, consisting of the JC28 UPS Division Chair, the UPS District Labor Manager - NW District and/or their designee(s) as well as rank & file members of the bargaining unit(s) affected (as appointed by the Union). Other Union and Management representatives that may be affected shall also be included, as determined by each side. This Committee will meet upon request of either side to discuss the methods for the continuation of covering extra work opportunities. This Committee shall have the authority to modify the extra work or bidding process within Joint Council 28 with the approval, by majority vote, of the members affected.

(T/A – 4/19/23)

Employees not qualified for the available work shall be trained as soon as practicable. If more employees are still needed, they shall be called by seniority order using the current practice.

~~Those employees consistently unavailable for call in work will be removed from the list after written notification.~~

(T/A – 4/19/23)

Employees called to work under this section shall be guaranteed a minimum of three and one-half (3.5) hours of work or pay per extra shift provided they report to work at the established start time. Employees reporting to work at other than the established start time shall be guaranteed three (3) hours work or pay per extra shift provided work is available.

D. Extra employees without seniority shall not work an overtime shift ~~when~~ **until all regular s are available employees have been offered the work or are currently working and not available to perform the work being offered.** This includes Saturday, Sunday and Holiday.

(T/A – 4/19/23)

E. All employees with seniority standing shall be given an opportunity for preferential job assignment, ~~; provided, such employees are able to do the work. If any dispute arises, as to whether the person is qualified to do the work or handle equipment, the Employer shall grant the employee a trial period under supervision to determine their qualification. If judged to be not qualified for the job, the Employer will provide the employee with another opportunity to meet the qualification. Any employee moving into a sorter job must be pre-qualified for the job to which he/she moves.~~

(T/A – 4/27/23)

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

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.

Seniority part-time employees may select permanent vacancies and new permanent jobs on any shift in the same building in all months except 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.

In preload operations, preloaders may select specific load positions or work stations when there is a permanent vacancy. Unloaders, sorters, etc. may select specific work areas when there is a permanent vacancy.

In hub operations, employees may select permanent vacancies in specific work areas.

If any dispute arises as to whether an employee is able to perform a job, the Company will grant the employee an opportunity to demonstrate their ability to perform the work.

Nothing in this provision is intended to prohibit the Company from directing employees to work areas where additional work is needed, as long as it is assigned in seniority order from those available in the immediate area. While it is understood that the procedures in this Section shall not cause a disruption to the operation, this provision shall not be used as subterfuge to remove an employee from their preferred work area and have someone else perform that work.

Nothing in this Section is intended to diminish or remove existing practices.

The Employer shall have the right to maintain specific training positions, subject to discussion with the Local Union. Established training positions may only be changed when an opening occurs.

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.

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.

(T/A – 4/27/23)

F. [No Change]

G. [No Change]

Section 5. TRAINING

[No Change]

Section 6. 22.3/40 FULL-TIME COMBINATION JOBS

[No Change]

ARTICLE 3. PART-TIME TO FULL-TIME

Section 1.

A. [No Change]

B. Upon obtaining seniority, any part-time employee requesting to be afforded the opportunity to be promoted to a full-time position shall be given an opportunity in seniority order. **In the event no regular part-time employee accepts the opportunity and there is still a need to fill a full-time position, pre-seniority part-time employees may be afforded such opportunity.**

(T/A Via Email – 2/24/23)

(1) - (4) [No Change]

C. [No Change]

D. PART-TIME JOB POSTINGS

All jobs that are posted shall be signed and dated by a steward and management person (or their designee) on the day of posting and the day of removal to ensure accuracy of the posted job(s).

(T/A – 4/19/23)

E. Part-time employees will work off the part-time employee seniority list.

Section 2.

[No Change]

ARTICLE 4. UTILITY DRIVERS

Section 1. UTILITY DRIVERS

A. It is agreed that package operations may utilize utility drivers. The Company will post a list on a quarterly basis for R regular part-time employees (in order of seniority) who desire to be utilized as a utility driver ~~shall so inform their center/operations manager in writing.~~ Those part-time employees who successfully meet the qualification standards for utility drivers, shall be placed on the building utility driver list by area practice and will be dispatched by the most senior utility driver qualified to deliver or pick up by area knowledge. If judged to be not qualified by area knowledge the Employer will at its earliest opportunity provide training to qualify the employee in the area knowledge needed.

(T/A - 3/28/23)

It is hereby agreed between the Employer and the Union that the Employer may deviate from seniority for “lack of area knowledge” for only ~~two (2)~~ one (1) occurrence s (an occurrence can be one (1) workday up to maximum of five (5) consecutive workdays) on the same route. Thereafter the Employer will dispatch the utility driver by seniority for the route.

(T/A - 3/28/23)

~~Upon ratification, any utility driver who has been compensated as a utility driver for sixty (60) days as a utility driver since January 1, 2017, shall be considered qualified for any driving position.~~

(T/A - 3/28/23)

~~All remaining utility drivers and any new u~~ Utility drivers shall be considered qualified upon completion of a trial period as defined in Article 4, Section 1(b) of the Western Region Supplement and shall not be required to complete a subsequent trial period if or when they accept a full-time driving position.

(T/A - 3/28/23)

Once a utility driver is considered qualified to drive they shall not have to complete another trial period for a driving position. Utility drivers disqualified from any driving position shall not return to utility driving or any other position requiring driving for a period of six (6) months.

~~Refusal of utility work offered for a six (6) month period may be grounds for being removed from the utility driving list.~~

(T/A - 3/28/23)

Qualified utility drivers, entering the Utility Classification after ratification of this Agreement, may be required to work as a utility driver if scheduled on the posted workweek schedule the previous Friday. Utility drivers may be required to have a one (1) year commitment in the utility driver capacity.

(T/A - 3/28/23)

B. ~~These~~ **Utility drivers may be used to cover absentees, overflow work, vacations, etc. There shall be no restrictions on the starting time of utility drivers. When possible the Employer will make every effort to work the utility driver for **scheduled the Friday prior to the week of as a utility driver there shall be a guarantee of** eight (8) consecutive hours **of work or pay if reporting to work pursuant to the posted start time for utility work,** excluding their lunch break. No 22.4 combination driver shall be laid off or displaced from the classification while Utility drivers are working in the building.**

(T/A - 3/28/23) (T/A - 7/2/23)

C. If an individual works as a utility driver for more than one (1) hour and then performs his **their** regularly assigned work on a continuous basis, all hours worked for the day will be paid at the higher rate.

(T/A - 7/3/23)

D. ~~If an individual works as a utility driver and is released from duty, after or prior to their regularly scheduled hours of work, (with a minimum of 1/2 hour break in between), they shall be paid the utility drivers rate for hours worked as a utility driver and their regular rate for hours worked on their normal assignment.~~ **Utility drivers who work as a utility driver for three (3) or more days during the week of a Holiday shall receive eight (8) hours of Holiday pay for each Holiday of that workweek at the utility drivers rate of pay that week.**

(T/A - 3/28/23)

E. [No Change]

F. Part-time employees disqualified from full-time driving and utility drivers disqualified from utility driving for serious avoidable accidents, serious and bona fide customer complaints, or serious service problems may be disqualified from utility work for six (6) months from the date they were disqualified. **In addition, part-time employees who fail to qualify as a utility driver during their thirty (30) day trial period shall not have an opportunity to qualify again for a six (6) month period.**

(T/A - 3/28/23)

G. [No Change]

ARTICLE 5. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

Nothing contained in this Article shall be construed as to deny any superior benefit under the Washington State, "Paid Sick Time" Law or the Seattle "Paid Safe and Sick Time Ordinance.

(T/A – 4/27/23)

Section 1. SICK LEAVE

A. Employees with seniority shall accumulate twenty (20) hours of sick leave benefits a year, one and two-thirds (1.66) hours per month. Employees with the minimum accrued hours, at least four (4), will receive sick pay from the first day off of a bona fide illness or injury. Sick leave is not to be paid when employee is receiving normal hourly compensation or is on a holiday or is actually on vacation. With prior notification before returning to work, a note from a Doctor may be required for absences of five (5) or more days. **(Effective January 1, 2024, this language shall no longer be in effect.)**

(T/A – 3/27/23)

Employees shall begin to accumulate sick leave hours at time of hire and shall be eligible to utilize on the ninetieth (90th) calendar day of employment.

(T/A – 3/27/23)

Effective January 1, 2024, and each January thereafter, part-time employees shall receive a frontloaded sick leave bank of twenty (20) hours on January 1 each year. Employees hired after January 1 and employees who surpass their frontloaded bank shall earn one (1) hour of sick leave for every forty (40) hours worked (one (1) hour for every thirty (30) hours worked in Seattle) during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.

(T/A – 4/27/23)

Effective at the end of business December 31st of each calendar year, employees unused hours shall roll into their safe and sick leave bank and shall be available for future use. Employees that use safe and sick leave for legitimate reasons may not receive an occurrence for the time that is designated as safe and sick time.

(T/A – 3/27/23)

Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day. Sick leave is not to be paid for holidays.

(T/A – 3/27/23)

B. **Effective December 31, 2023, a new "safe and sick leave bank" will be established for each employee. The new bank will consist of their existing Paid Sick Leave bank or their contractual bank, whichever is greater.** Unused sick leave shall accumulate up to four hundred twenty (420) hours into ~~a~~ **this new bank and it shall be the only bank going forward.** Bank shall be available for future use **with all banked hours treated as "protected leave"**. Sick leave shall be deducted from the bank ~~on an hourly basis~~ **in increments consistent with the Employer's payroll system and practices.** ~~Benefits for full days off must be for eight (8) or ten (10) hours and must be scheduled workdays.~~

(T/A – 4/27/23)

~~Employees who have accrued four hundred twenty (420) hours into their sick leave bank shall continue to accrue hours into their sick leave bank on an annual basis and may receive the accrued hours over four hundred twenty (420) hours as pay or defer this as a pretax deduction into the “Teamster/UPS 401K Plan”. Eligible employees who want to defer the unused sick leave into the Plan will be responsible to contact the administrator of the Plan prior to July 15th of each year. If no request to defer to the Plan is made, the money shall be received as pay on the fourth pay period following August 1, of each contract year.~~

~~(T/A Housekeeping – Deletion as Duplicative – 3/27/23)~~

Employees who have accrued at least one hundred sixty (160) hours into their sick leave bank: may continue to accrue hours into their sick leave bank on an annual basis up to four hundred twenty (420) hours; or may receive the accrued hours over one hundred sixty (160) hours as pay on the fourth pay period following August 1, of each contract year; or may defer this as a pretax deduction into the “Teamster/UPS 401K Plan”. Eligible employees who want to defer the unused sick leave into the Plan will be responsible to contact the administrator of the Plan prior to July 15th of each year. If no request is made to defer to the Plan or for payoff, the hours shall continue to accrue into the sick bank up to four hundred twenty (420) hours. **All hours over four hundred twenty (420) shall be received as pay on the fourth pay period following August 1, of each contract year.**

(T/A – 3/27/23)

C. [No Change]

D. [No Change]

~~E. Part time employees that accept a full time position may request their unused sick pay to carry over to their new position at their part time pay rate at the time of transfer. The part time sick pay will be used first during their first year of full time employment. Any part time sick pay hours remaining at the first year anniversary of full time employment will be paid off at the part time rate to the employee automatically.~~

~~(T/A – 4/27/23)~~

~~F. Employees hired on or after August 1, 1993, shall begin to accumulate sick leave hours after they have seniority plus one (1) year of employment.~~

~~(T/A – 3/27/23)~~

Section 2. WORKERS’ COMPENSATION

A. Employees collecting Worker’s Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Worker’s Compensation benefits on a daily basis are less than the amount of sick leave otherwise available, employees shall, in addition to Worker’s Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received by deducting from the bank the hours required to make up the difference. Sick leave benefits are to be coordinated with health and welfare time loss benefits so as to equal twenty (20) hours pay a week **at the employee’s option.**

(T/A – 4/27/23)

B. Sick leave benefits will be paid for the first day off for an “on the job injury” to be coordinated with workers compensation benefits at the employee’s option.
(T/A – 4/27/23)

Section 3. NOTIFICATION TO THE EMPLOYER

[No Change]

ARTICLE 6. VACATIONS

Section 1.

As contained in the Rider with the following exception:

A. All vacations shall be based on twenty-two and one-half (~~20~~ 22.5) hours pay for weeks earned.

(T/A – 7/25/23)

B. [No Change]

ARTICLE 7. HOLIDAYS

Section 1.

As contained in the rider, with the following exception:

A. Holidays shall be based on four (4) hours pay per holiday.

ARTICLE 8. PENSION

[No Change]

ARTICLE 9. SAVINGS

[No Change]

ARTICLE 10. LEGAL SERVICES TRUST FUND

[No Change]

**ARTICLE 11. HEALTH & WELFARE, RETIREES' HEALTH & WELFARE,
DENTAL & VISION BENEFITS**

Section 1.

(a) For those ~~part-time employees who have received health and welfare benefits from the Employer Health & Welfare Plan, benefits after January 1, 2014~~ **Part-time employees** will **continue to** be provided **covered** by the Teamsters Western Region & Local 177 Health Care Plan, under the terms set forth in Article 34 of the National Master Agreement. ~~The Employer will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013.~~

(T/A Housekeeping – 2/21/23)

(b) [No Change]

(c) [No Change]

ARTICLE 12. NEW CUSTOMER COUNTER CLERKS AS OF NOV. 19, 1998

No Change

ARTICLE 13. CLASSIFICATIONS SCALE OF WAGES

Section 1.

Part-time employees hired prior to July 2, 1982, shall receive the following rate of pay effective:

	Current	8/18	8/19	8/20	8/21	8/22
		\$0.70	\$0.75	\$0.80	\$0.90	\$1.00
Preload/Sorter	\$37.585	\$38.285	\$39.035	\$39.835	\$40.735	\$41.735
Loader/Unloader	\$36.35	\$37.05	\$37.80	\$38.60	\$39.50	\$40.50
	<u>Current</u>	<u>8/23</u>	<u>8/24</u>	<u>8/25</u>	<u>8/26</u>	<u>8/27</u>
<u>Preload/Sorter</u>	<u>\$42.73</u>	<u>\$45.48</u>	<u>\$46.23</u>	<u>\$46.98</u>	<u>\$47.98</u>	<u>\$50.23</u>
<u>Loader/Unloader</u>	<u>\$41.65</u>	<u>\$44.40</u>	<u>\$45.15</u>	<u>\$45.90</u>	<u>\$46.90</u>	<u>\$49.15</u>

(T/A – 7/25/23)

All other Part-Time Employees Wages (Refer to National Master United Parcel Service Agreement, Article 22, Section 5).

Section 2.

[No Change]

Section 3.

MISCELLANEOUS CATEGORIES

A. RATES OF PAY

EFFECTIVE	CURRENT	8/18	8/19	8/20	8/21	8/22
SHIFTERS	\$28.95	\$29.65	\$30.40	\$31.20	\$32.10	\$33.10
UTILITY DRIVERS	\$28.505	\$29.205	\$29.955	\$30.755	\$31.655	\$32.655

EFFECTIVE	CURRENT	8/23	8/24	8/25	8/26	8/27
SHIFTERS	\$34.25	\$37.00	\$37.75	\$38.50	\$39.50	\$41.75
UTILITY DRIVERS (T/A – 7/25/23)	\$33.805	\$36.555	\$37.305	\$38.055	\$39.055	\$41.305

EXCEPTIONS:

Utility drivers and shifters who are receiving more than the wage rates above will continue to receive their present rate while performing those duties.

When a utility driver enters into a full-time driver classification, they will receive their utility rate or the new hire progression, whichever is greater. They will receive increases as provided in the Classifications Scale of Wages in the Rider, Article XVII.

Utility driver(s) who disqualify themselves from the utility driver classification and who choose to no longer perform utility work then subsequently enter the full-time driver classification, shall receive the New Hire Progression rate in NMUPS Article 41 Section 2 or their current rate, whichever is greater.

(T/A – 3/28/23)

~~22.4 combination employees will not be allowed to perform Feeder shifting work unless otherwise mutually agreed to between the Employer and Local Union.~~

(T/A – 7/2/23)

Part-time employees hired after July 31, 2002, will follow the New Hire Rate for Package Drivers.

B. PART-TIME AIR DRIVERS

Refer to Article 40, Section 6 of the National Master Agreement

C. PACKAGE HELPERS

Part-time Package Helpers hired or employed by or between November 1 and December 31 January 15, may be used as needed after all regular part-time employees have been offered Package Helper work or are already assigned as a Package Helper that day. Any seniority employee who works as a Package Helper during November 1 and January 15 of each year and who subsequently does not protect their current assignment shall be ineligible to work as a Package Helper for the remainder of that period. They will be guaranteed three and one-half (3-1/2) hours work and will be paid at time and one-half (1.5) after eight (8) hours of straight time paid in any day including the employee's regular shift hours and will be paid at the ~~at the rate of eight dollars and seventy five cents (\$8.75) per hour~~ starting wage rate as defined in Article 22, Section 5 of the NMUPS Agreement or their current rate, whichever is greater. All days worked as a package helper shall be counted towards part-time probation.

(T/A – 4/27/23)

EFFECTIVE

~~PEAK SEASON~~ ——— 8-1-2002

~~RATE~~ ————— \$8.75

(T/A – 4/27/23)

~~PACKAGE HELPER~~

~~Regular Part-time employees may also work as package helpers (between November 1 and December 31) at the discretion of management. A sign-up sheet shall be posted during the first week of October for interested employees to designate their availability to work as a Helper for November 1st thru December 31st and / or January 1st thru January 15th.~~

(T/A – 4/27/23)

~~Company seniority will be considered in~~ shall be used to determine the order of work but not the assignments as long as the regular part-time employee is available to cover their primary job assignment. The rate of pay shall be their part time rate. ~~Helpers shall be guaranteed a minimum of three and one half (3-1/2) hours work or pay, and shall be paid at time and one half (1-1/2) after eight hours of straight paid hours worked in a day including the employee's regular part time shift hours.~~

(T/A – 4/27/23)


~~From January 1 to January 15, regular part time employees shall be offered helper work in seniority order at their current rate of pay or sixteen (\$16.00) dollars per hour, whichever is greater. During this period, these regular part time employees shall be guaranteed three and one half (3-1/2) hours work or pay and shall be paid at time and one half (1.5) after eight (8) hours of straight time paid in any day including the employee's regular shift hours. In the event additional staffing is required, the Employer will utilize Part time package helpers hired between November 1, and December 31 as outlined above.~~

(T/A – 4/27/23)

D. Additional Benefits

[No Change]

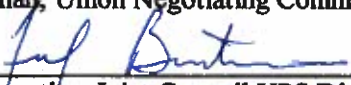
FOR THE EMPLOYER
UNITED PARCEL SERVICE, INC.

BY:  7/30/23
Chris Rowland, UPS District Labor Relations NW District

FOR THE UNION

JOINT COUNCIL OF TEAMSTERS NO.28

BY:  7/31/23
Rick Hicks, Joint Council 28 President
Chairman, Union Negotiating Committee

BY:  7/31/23
Ted Bunstine, Joint Council UPS Division Director
Co-Chairman, Union Negotiating Committee