

UPS Joint Council #28 Rider Tentative Agreement

Local Unions 38, 58, 174, 231, 252, 313, ~~378, 524, 556~~, 589, 690, 760 and 839
For the Period Upon Ratification through July 31, 2013

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

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, ~~378, 524, 556~~, 589, 690, 760 and 839

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

Section 1. FULL TIME

D. Full time employees shall receive a one (1) hour unpaid lunch period and shall be permitted to take said lunch break commencing ~~and completed~~ between the ~~fourth (4th)~~ **third (3rd)** and ~~sixth (6th)~~ **fifth (5th)** hour of work. The company may require or permit a full-time employee to take a one-half (1/2) hour lunch period. A request for a one-half (1/2) hour lunch shall be given full and reasonable consideration. It is agreed there are no specific restrictions to the number of one-half (1/2) hour lunches allowed. It is understood both the employer and employee have obligations, thus all lunch periods will be established prior to the beginning of the employee's work-day and an employee's request for a change of a lunch period will not be unreasonably denied, providing the operational needs of the Company are met.

The Employer and an employee may mutually waive meal periods.

Two (2) ten (10) minute paid rest breaks shall be permitted for full-time employees each day and shall be taken during the first half of the third (3rd) hour worked and the first half of the seventh (7th) hour worked. ~~Employees that work eleven (11) hours are entitled to a third (3rd) paid ten (10) minute rest break.~~ **Employees shall be entitled to a third ten minute paid rest break no later than three (3) hours after the second (2nd) rest break.**

Section 4. DELIVERY AREA OPENINGS IN PACKAGE CENTERS

SELECTION OF VACANCIES

A. Refer to Article 6 of the Western Region Supplemental Agreement.

~~B. The selection procedure as outlined in the Western Region Supplement Article 6 does not alter the practice established in 1986 for Local 313. This applies only to the employees in the Tacoma building.~~

CB. After successfully bidding and being assigned the bid route an employee shall not be pulled off their route to cover other routes, unless the Company and employee mutually agree. Mutual agreement may only be used if no other cover driver has area knowledge.

GEOGRAPHIC TRANSFER

In cases of certified medical hardship, a geographic transfer

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within the jurisdiction of this JC 28 Rider may be granted on a case-by-case basis. The transferee shall be end-tailed for the purpose of layoff, vacation selection, routes, etc. However they shall maintain company seniority for all benefits including earned vacation and sick leave.

FULL-TIME CAR WASHER VACANCIES

Full time car washer vacancies will be offered to the part time car washer seniority list first.

Section 6. BACKUP FEEDER DRIVERS

B. As backup feeder drivers are needed in center locations, and notification is given to the local union, the Company shall post for bid, the position at the affected locations. The senior eligible full-time employee signing the bid will be trained and awarded the position.

~~Effective August 1, 1997,~~ The date used to determine eligibility rights to be trained and placed on the back-up feeder driver list for full-time employees is the full-time Company seniority date.

G. The following language applies to Locals ~~38~~, 174, 231, 313 and 690: Upon completion of the bidding process in (A.) above, any vacant run will be assigned to the number one (1) backup feeder driver.

Section 9. FULL TIME COMBINATION JOBS

NEWLY CREATED JOBS

A. Part-time and 22.3/40 combination employees will be offered newly created Article 22.3/40 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.

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 all current Article 22.3/40 bargaining unit employees within the building where the vacancy occurred by Company seniority.

2. Jobs not filled in B.1. above will be posted for bid to all other full-time employees within the building, regardless of classification. Full-time drivers taking a 22.3/40 combination

job must remain in that job for one hundred eighty (180) calendar days.

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.

4. Jobs not filled in B.3. above will be offered to the part time to full time list in accordance with Article 3, Section 1B(3) of the Sort Addendum.

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.

All newly created or vacated jobs in A and B above shall be posted within ~~five (5)~~ ten (10) days for ~~five (5)~~ 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 ~~five (5)~~ ten (10) working days.

The successful bidder shall be awarded the job the Monday following the expiration of the ~~five (5)~~ ten (10) day posting period, or following the acceptance of the job by a 22.3/40 combination employee.

D. Article 6, Section 5 and Article 7 of the Western Region Supplemental Agreement shall apply to all employees who are awarded full-time combination jobs.

E. Any employee who has selected and remained on an Article 22.3/40 combination job for 30 days shall be eligible to exercise their company seniority to select a preferred job from the part-time selection list for only the package-handling portion of their job.

F. Coverage for approved vacations, holidays, or absences for all full-time Article 22.3/40 combination jobs shall be done by qualified and available part-time employees in seniority order from the extra work sign-up list. Coverage for unscheduled absences shall be at the Company's discretion in seniority order.

G. Employees who are working in full-time Article 22.3/40 combination jobs shall not be eligible for double shifting until all other part-time employees have been offered the work in seniority order from the extra work sign up list.

H. Full-time combination employees shall be offered overtime work on his/her shifts, using his/her company seniority date. This does not apply to Utility or Setup work.

I. Full-time Article 22.3/40 combination employees shall be allowed to sign up for extra work on Saturday, Sunday and Holidays using their company seniority date, and shall receive the part-time daily guarantee and overtime provisions. This

shall not apply to Saturday Air Driving, or any work deemed in conflict with Article 40 of the NMUPSA.

J. Any full-time Article 22.3/40 combination employee whose workday is reduced to a partial day due to holiday scheduling, shall have the following options:

1. Decline the work and take the day off if mutually agreed.
2. Accept the partial day's work and fall under the part-time daily guarantee and overtime provisions.

K. Any full-time Article 22.3/40 combination employee who is forced into work for a partial workday shall receive his/her guarantee and overtime provisions.

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 seniority to bump the least senior employee on his/her seniority list, performing the same job as he/she performs.
2. The affected employee shall be allowed to exercise his/her seniority to bump the least senior employee on his/her seniority list, regardless of job.
3. Dovetail into his/her original seniority list at their full-time wage rate. If going back to a Full-Time Driver Seniority list, the employee dovetails into the cover driver list.

Any such employee shall have the first opportunity to select the next vacated or newly created Article 22.3/40 combination job.

M. For benefit purposes, part-time employees moving to a full-time Article 22.3/40 combination job classification are to be treated the same as a part-time employee moving to a full-time package driving classification.

N. All full-time Article 22.3/40 combination employees will be compensated as outlined in Article 41, Section 3 of the National Master United Parcel Service Agreement. No Article 22.3/40 combination employee receiving a higher rate of pay shall suffer a reduction of the hourly rate as a result of transferring to another full-time job. They will receive increases as provided in the classifications scale of wages, Article XVII.

O. Article 22.3/40 full-time combination employees in the classification for at least one (1) year shall be afforded the opportunity to be returned to part-time status. Any such employee must request the status change in writing to both the Company and the Local Union. The request shall be granted as soon as operationally feasible. Employees returning to part-time status under this provision shall be dovetailed onto a requested part-time list within their building at the appropriate part-time rate of pay (in accordance with seniority) and shall receive the appropriate

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part-time health & welfare and pension benefits. Employees returning to part-time status under this provision will not be permitted to bid on a full-time Article 22.3/40 combination job for twenty-four (24) months from the date of return to part-time status. No part-time employee shall be displaced as a result of this provision.

ARTICLE VIII. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

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), will receive sick pay from the first (1st) 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.

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

B. Unused sick leave shall accumulate up to four hundred twenty (420) hours in a bank. Bank shall be available for future **use**. Sick leave shall be deducted from the bank on an hourly basis. Benefits for full days off must be for eight (8) hours and must be scheduled workdays.

~~G. Employees shall be entitled to donate accumulated sick hours to a fellow UPS employee. This request must be in writing. These donations shall not be made to any employee who has been off work one (1) year or more, and donations can only be made from full time to full time.~~

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.

ARTICLE IX. VACATIONS

Section 1.

A. All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted one (1) week of vacation with pay. Two (2) years or over, two (2) weeks of vacation with pay. Seven (7) years or over, three (3) weeks of vacation with pay. Ten (10) years or over, four (4)

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weeks of vacation with pay. Twenty (20) years or over, five (5) weeks of vacation with pay.

Effective 8-1-90: Employees with twenty-five (25) years or over, six (6) weeks of vacation with pay.

Vacation schedules will be posted in each center by classification of work by January 1st of each year for selection purposes and shall remain posted until the last day of February. The newly posted schedule shall show the number of employees who may be off on vacation in each classification during each week. Any vacation not selected by the last day of February will be selected by mutual agreement between management and the employee.

~~Effective November 2002, the selection time period shall be 14 months (from January 1, 2003 thru the last day of February of 2004). The new selection period (January 1st to the last day of February) shall start effective January 1st of 2004 and will continue each January thereafter. shall be January 1st to the last day of February each year. The vacation year shall change to (begin March 1st and continue until to the last day of February of the following year.) starting with the January 1st 2004 selection.~~

B. Vacations shall be taken according to seniority and seniority list shall be posted. SELECTION PROCEDURE: For choice of vacation, once a vacation list is posted, the first full week is allowed for the top 15% to select in seniority order; the second week, the second 15%; the third week, the third 15% and continuing until complete. Those employees not signing up in their scheduled week shall lose their choice of vacation during that scheduled week, but may choose any vacant week in subsequent bid weeks.

C. Vacations shall be granted between January 1st and November 30th and the last week of December. (The last week of December begins with the Monday following December 25th 24th). Vacations shall be taken consecutively by center seniority, unless otherwise agreed to by mutual agreement by the Employer and the Employee.

D. All regular employees shall receive prorated vacations and prorated option week after nine (9) months of service at the rate of one twelfth (1/12th) of the determined vacation pay for each month of service, upon separation from employment.

E. Any employee who shall have been absent from work for provable illness for a total not to exceed sixty (60) calendar days shall be considered for determining vacation privileges, as having been continuously employed. After sixty (60) days, vacations may be prorated at the rate of one twelfth (1/12th) of the determined vacation pay for each month of service. Any employee, who shall have been absent from work because of an industrial injury for a period not to exceed one hundred eighty (180) calendar days, shall be considered for determin-

ing vacation privileges, as having been continuously employed. After one hundred eighty (180) days, vacations may be prorated at the rate of one twelfth (1/12th) of the determined vacation pay for each month of service.

F. A minimum of ten percent (10%) per week will be allowed off in each center. In extended centers except as outlined in paragraph I. below, the ten percent (10%) would include both package drivers and feeder drivers and they will select their vacation by seniority. From May 1st through September 30th additional drivers will be allowed to select vacations as follows: for centers with one (1) to fourteen (14) drivers - no additional drivers off; for centers with fifteen (15) ~~or more to~~ **fifty-five (55) drivers** - one (1) additional driver off; **for centers with more than fifty-five (55) drivers – two (2) additional drivers off.**

Full-time employees have first rights to all full-time work within their classification.

A utility driver may be assigned by seniority to vacation coverage during this period. These vacation cover utility drivers would be released from their inside position when assigned to a center for vacation cover and scheduled on a weekly basis provided work is available, and shall have rights to return to their previous position when this duty is ended.

G. Effective August 1, 1990, for full-time employees weeks of vacations earned as described in Section 1 A will be paid for at the rate of forty-five (45) hours per week.

H. Effective January 1, 1994, after completion of one (1) year, in the backup feeder driver position, vacation pay will be at the feeder rate until removed from all feeder work.

I. Within Locals 38, 231 and 313, a separate seniority list will be established for feeder drivers. Vacation list and selection will include the back-up feeder drivers and coordinated to meet the minimum ten percent (10%) off per week. Regular feeder drivers will select according to their full-time feeder date and the back-up drivers will select according to their back-up feeder date. Those back-up drivers will be excluded from the package vacation list for determining the number of package drivers off per week.

J. (1) Employees have the option of taking all vacation earned 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 | 2 |

(2) Employees choosing to work during their vacation shall indicate that option at their vacation selection time. Once an employee chooses to work a vacation week they must work the full week. Such weeks shall not be considered toward the calculation of the percentage of ~~drivers employees~~ allowed off during that week.

~~cents (\$87.90)~~ **one hundred seventeen dollars and fifty-four cents (\$117.54)** per month for benefits under ~~“The RC Plan,”~~ **“Plan A”**.

(3) Vision - the sum of eleven dollars and thirty-five cents (\$11.35) per month for benefits under “The NBN Vision Extended Plan.”

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

(5) Part-time employees transferring to full-time employment will have contributions made on compensated hours paid after gaining full-time seniority. The company will continue to cover Health and Welfare benefits for the Part-timers going full-time until they work enough hours to qualify under the Teamster plan after gaining seniority.

ARTICLE X. HOLIDAYS

Section 1.

A. The following are paid holidays:

| | |
|------------------------|------------------------|
| January 1st | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| July 4th | Christmas Day |
| Labor Day | December 31st |
| Employee’s Anniversary | 4 Floating Holidays |
| Date of Employment | |

B. An employee may choose any day of their preference for two (2) of their floating holidays by giving the Employer at least ten (10) calendar days written notice prior to the day of their choice. The two (2) remaining floating holidays shall be observed by mutual agreement. Floating holidays shall not be taken from December 1st thru December ~~26~~ **25**th. The Company shall grant the employee the day of their choice.

Section 2.

A. Effective August 1, 200~~28~~**28**, 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:

(1) Retirees Health and Welfare – Effective August 1, 200~~28~~**28** the sum of ~~Thirty nine dollars and eighty five cents (\$39.85)~~ **sixty-four dollars and eighty-five cents (\$64.85)** per month and effective January 1, 200~~39~~**39** and each January thereafter the premium shall be increased by ~~an additional five dollars (\$5.00)~~ **ten dollars (\$10.00)** per month per year of this agreement for benefits under “RWT PLUS” Plan.

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

(3) In the event the Washington Teamsters Welfare Trust develops a new retiree medical plan or improves the benefit structure of the current plan so as to reduce the retirees cost, the Company agrees to meet and negotiate over reallocating contracted wages or pension increases for this purpose. Under no circumstances will the Company be subject to any increased costs, through increased contributions or otherwise.

ARTICLE XII. HEALTH AND WELFARE, DENTAL AND VISION BENEFITS, RETIREES’ HEALTH AND WELFARE

Section 1.

A. EFFECTIVE August 1, 200~~28~~**28**, 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 ~~five hundred seventy six dollars and five cents (\$576.05)~~ **eight hundred sixty-four dollars and forty-five cents (\$864.45)** per month for benefits under “The JC-28 XL Plan,” plus options of:

| | |
|--|------------------------------------|
| An additional nine (9) month waiver (for a total of 12 months) | \$ 50 11.40 |
| An additional \$7,500 Life and AD & D for | \$ 3.00 2.25 |
| An additional \$ 500 Dependents Life | \$.25- |
| An additional \$ 300/Week Time Loss | \$ 12.00 16.50 |
| For a TOTAL of | \$ 591.80 894.85 |

(2) Dental - The sum of ~~eighty seven dollars and ninety~~

ARTICLE XIII. PENSION

Section 1.

A. Refer to Article 30 of the Western Region Supplement for the Pension contribution rates.

*** NOTE: The allocation of the Article 34 pension monies as outlined in the National Master Agreement and Western Region Supplemental Agreement Article 30 shall be decided no later than 30 days prior to August 1, 2008 by a majority vote of the members.**

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B. The Employer shall pay the amount specified in Section 1A, above, into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation is paid, not to exceed two thousand and eighty (2080) hours per calendar year.

C. Full-time ~~seniority~~ employees who qualify for worker's compensation, state disability compensation or short term disability under the respective health and welfare plan shall have pension contributions remitted on their behalf for a maximum of three (3) months in a calendar year. **Such contributions shall be remitted for a period(s) of absence immediately following contributions for active employment. It is understood that contributions for employees on probation shall be paid at the ten cents (\$0.10) rate for a period not longer than ninety (90) calendar days from an employee's hire date, provided the employee has worked one hundred twenty (120) days in the previous year.**

In those cases where the three (3) month maximum carries over into the next calendar year, contributions will continue until the three (3) month maximum is met. **Any carry-over shall not count toward the maximum for the current calendar year.**

This provision does not permit contributions to exceed two thousand eighty (2080) hours in any calendar year. **Contributions during periods of disability absence shall be paid at eight (8) hours per work day missed.**

~~At the end of a calendar year, if any employee affected by this Article does not have the five hundred (500) hours needed for a credited year, the Employer will pay any additional hours needed up to the maximum five hundred (500) hours to obtain a credited year.~~

Section 2.

A. The total amount due each month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month. If the Employer fails to make contributions as required, such shall be deemed a breach and the Union may implement any economic action deemed expedient and such shall not be in violation of this Agreement.

B. Employer agrees to execute all necessary Trust forms and abide by the rules established by the Trustees to facilitate accurate determination of hours, contributions and collections. Upon Union request, the Employer shall furnish a copy of pension transmittals.

ARTICLE XIV. SAVINGS

A. EFFECTIVE August 1, 2002, on July hours, UPS shall make contributions at the rate of ten cents (\$.10) per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of all employees covered by this agreement, beginning on the earlier of the employee's achievement of seniority or the

employee's completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall ~~not contribute~~ **the first for more than one hundred seventy three (173) hours in any calendar month two thousand and eighty (2080) hours per year** for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month.

UPS acknowledges that it has received a true copy of the Trust documents and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees.

UPS further agrees to abide by such rules as may be established by the Trustees of said trust to facilitate the audit of hours for which contributions are due, and the accurate recording of such hours.

ARTICLE XV. LEGAL SERVICES TRUST FUND

A. The Employer agrees to pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of ~~seventeen dollars and thirty cents (\$17.30)~~ **twenty five dollars and ninety-five cents (\$25.95)** per month on all eligible full-time seniority employees and based on prior months' hours UPS shall pay into the Western Conference of Teamsters Legal Service Trust Fund the sum of ~~ten cents (\$.10)~~ **fifteen cents (\$.15*)** per compensable hour up to a maximum ~~seventeen dollars and thirty cents (\$17.30)~~ **twenty five dollars and ninety-five cents (\$25.95)** per month for each seniority part-time employee. The total amount due for each calendar month shall be remitted in a lump sum not later then ten (10) days after the last business day of each month.

*** NOTE: The five cent (\$.05) increase to the Legal Services Trust Fund is being reallocated from the Article 34 pension monies as outlined in the National Master Agreement and Western Region Supplemental Agreement Article 30.**

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

EMPLOYEES COVERED

Subject: Washington District Customer Counter Clerks covered by the NLRB certification of November 19, 1998.

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All terms and conditions outlined in the National Master United Parcel Service Agreement, Western Regional Supplemental Agreement and the JC 28 Rider and Sort Addendum shall apply unless modified herein.

SENIORITY

It is hereby agreed that each Local Union shall designate which retroactive seniority date (A. or B.) shall apply to their Customer Counter Clerks that were on the payroll as of November 19, 1998 (hereinafter "effected Customer Counter Clerks"). The application of this seniority date shall not be cause for a contract violation prior to or after the signing date of the Letter of Understanding and shall become effective on the signing date of the Letter of Understanding.

- A. The seniority date for those effected Customer Counter Clerks who were on the payroll and a United Parcel Service employee on November 19, 1998 shall have their seniority date be retroactive to December 5, 1995 or their actual date of hire, whichever is more recent. This language applies to these Locals of JC #28: Locals #174, 313, ~~378~~, 589 and 690.
- B. The seniority date for those effected Customer Counter Clerks who were on the payroll and a United Parcel Service employee on November 19, 1998 shall have their seniority date be retroactive to November 19, 1998.

This language applies to these Locals of JC #28: Locals #38, 58 and **the Local 760 locations formerly represented by Local 524.-**

- C. Those Customer Counter Clerks hired after November 19, 1998 shall have a seniority date of their first day worked upon gaining seniority.

ARTICLE XVII. CLASSIFICATIONS SCALE OF WAGES

Section 1. FULL TIME EMPLOYEES

*** NOTE: The allocation of the Article 34 pension monies as outlined in the National Master Agreement and Western Region Supplemental Agreement Article 30 shall be decided no later than 30 days prior to August 1, 2008 by a majority vote of the members.**

EFFECTIVE AUGUST 1, 2002~~8~~ HOUR

| | | |
|---------------------------------------|-----------------|--|
| Drivers, Feeders (Tractor Trailer) | \$28.955 | Increases to these rates are reflected in each Sub-Section |
| Drivers, Package | \$28.73 | |
| Car Washers (All Shifts) | \$26.30 | |

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

Section 2.

A. NIGHT SHIFT PREMIUM: All regular employees, with exception of feeder drivers and car washers working the night shift, shall receive twenty-five cents (\$.25) per hour over and above the scale of wages for the classification in which they are employed. Further, this shall not apply to part-time employees.

Section 3. TRAINING RATES – PACKAGE DRIVERS, FEEDER DRIVERS, CAR WASHERS

PACKAGE DRIVER

Refer to Article 41 of the National Master Agreement.

NOTE: The top rate on July 31, 2002 was \$23.26.

A. A seniority package driver moving to a feeder classification will not be subject to training rates.

A newly hired feeder driver will have training rates as follows:

FEEDER DRIVER

Refer to Article 41 of the National Master Agreement.

NOTE: The top rate on July 31, 2002 was \$23.485.

PEAK SEASON RATE

FEEDER DRIVER

| | | | | | | |
|-----------|----------------|--------|--------|--------|--------|--------|
| EFFECTIVE | 8-1-07 | 8-1-08 | 8-1-09 | 8-1-10 | 8-1-11 | 8-1-12 |
| | <u>\$18.55</u> | GWI | GWI | GWI | GWI | GWI |

Feeder drivers who pull triples will receive the greater of seventy-five cents (\$.75) per hour or six dollars (\$6.00) in addition to their regular pay rate.

CAR WASHER

| | Start | Seniority | Date of Sen. Plus 1 Year | Date of Sen. Plus 24 Months | Date of Sen. Plus 36 Months | |
|-----------|--------|-----------|--------------------------|-----------------------------|-----------------------------|---------|
| EFFECTIVE | 8/1/08 | \$16.10 | \$17.25 | \$18.45 | \$20.75 | \$26.30 |
| | 8/1/09 | 16.10 | 17.25 | 18.45 | 20.75 | 27.05 |
| | 8/1/10 | 16.10 | 17.25 | 18.45 | 20.75 | 27.80 |
| | 8/1/11 | 16.10 | 17.25 | 18.45 | 20.75 | 28.65 |
| | 8/1/12 | 16.10 | 17.25 | 18.45 | 20.75 | 29.60 |

NOTE: The top rate on July 31, 2002 was \$20.48.

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Section 4.

A. PART-TIME TO FULL-TIME EMPLOYEE

Part-time employees who become full-time Package Drivers after August 1, 1993, shall be paid the rates contained in Section 3 of this Article.

Section 5.

No part-time employee receiving a higher rate of pay shall suffer a reduction of the hourly rate as a result of transferring to full-time. They will receive increases as provided in the classifications scale of wages, Article XVII.

***Delete Local 174 Letter of Understanding regarding Training in Pre-Load.**

***Vacation coverage for BFI Air Shuttle Drivers will be done by Seattle full-time Package Car Drivers. The details will be worked out between the Company and the Union.**

***Company agrees to Renew Local 174 Bid and Dispatch Rules.**

UPS Joint Council #28

Sort Addendum

Tentative Agreement

Local Unions 38, 58, 174, 231, 252, 313, ~~378, 524, 556~~, 589, 690, 760 and 839

For the Period Upon Ratification through July 31, 2013

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

All Part-Time Provisions Not Provided For In This Sort Addendum, Are Provided In The Joint Council Of Teamsters No. 28 Rider, The National Master United Parcel Service Agreement Or The Western Region Supplemental Agreement.

By the execution of this Sort Addendum to the Rider Agreement to the Western Region Supplemental Agreement and to the NATIONAL MASTER UNTIED PARCEL SERVICE AGREEMENT on the part of the Employer shall cover all operations of the Employer in Joint Council No. 28 which includes the following Local Unions:

Nos. 38, 58, 174, 231, 252, 313, ~~378, 524, 556~~, 589, 690, 760 & 839.

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 or work. 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.

B. If a part-time employee works more than five (5) days in any one (1) workweek, the time worked or paid over five (5) days shall be paid at the rate of time and one-half (1-1/2). Sunday work shall be paid at the double (2x) time rate of pay, for those hours worked prior to midnight Sunday if not on a Sunday through Thursday schedule.

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. Should a part-time employee work more than six (6) hours in a day they shall also be entitled to a one-half (1/2) hour unpaid lunch period. 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 minute paid rest break no later than three (3) hours after the second rest break.**

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 Company shall grant the employee a trial period under supervision to determine their qualification. If judged to be not qualified for the job, the company will provide the employee with another opportunity to meet the qualification. Any employee moving into a sorter ~~or pre-loader~~ job must be pre-qualified for the job to which he/she moves.

ARTICLE 3. PART-TIME TO FULL-TIME

Section 1.

A. Part-time employees moving to full-time employment shall receive one-half (1/2) of their part-time seniority for their vacation benefits only. They will be allowed time off for vaca-

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tion during their first (1st) year of driving by mutual agreement.

B. Upon obtaining seniority, any part-time employee requesting to be afforded the opportunity to be promoted to a full-time position must meet the following eligibility requirements.

(1) With the exception where no part-time employee is available, they must be employed as a part-time worker for a period of one (1) year.

(2) The only other requirements will be the same as any full-time employee that may be hired from any outside source (i.e. personal safe driving record and must pass DOT physical).

~~(3) October 2002 and each October thereafter the Company will compile a list of part time employees in seniority order (in each building) to be used for selection of full time driving, article 22.3/40 jobs and full time clerks. This list will be forwarded to the union no later than October 15th of each year. This list will be posted for employee(s) to view.~~

~~Within Locals 174 and 313, there will be one part time to full time driving and Article 22.3/40 list to reflect the top two hundred (200) part timers in each local's jurisdiction in seniority order to fill open jobs off this list. The list will reflect the employees preferred location(s), if any. The employees for orientation may be chosen from the list based on building needs.~~

~~Employees offered a position may choose to pass with no loss of selection rights.~~

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 postings shall remain posted for ten (10) working days. The postings shall be displayed on the designated bid board. An announcement of each new posting shall be made at a PCM for all affected workgroups.

The successful bidder shall be awarded the job within five (5) days following the expiration of the ten (10) day posting period. Employees having bid and won multiple bids must select the job of their preference within twenty-four (24) hours of bid award notification.

(T/A – 5/03/07)

(4) Any dispute arising under this Section will be handled under the Settlement of Disputes Section.

C. No part-time employee receiving a higher rate of pay shall suffer a reduction of the hourly rate as a result of transferring to full-time. They will receive increases as provided in the classification scale of wages, Article XVII **of the Rider**.

ARTICLE 5. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

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.

B. Unused sick leave shall accumulate up to four hundred twenty (420) hours in a bank. Bank shall be available for future use. Sick leave shall be deducted from the bank on an hourly basis. Benefits for full days off must be for four (4) hours and must be scheduled workdays.

~~G. Employees shall be entitled to donate accumulated sick hours to a fellow UPS employee. This request must be in writing. These donations shall not be made to any employee who has been off work one (1) year or more, and donations can only be made from part time to part time.~~

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.

ARTICLE 8. PENSION

Section 1.

A. Refer to Article 30 of the Western Region Supplement for the Pension contribution rates.

*** NOTE: The allocation of the Article 34 pension monies as outlined in the National Master Agreement and Western Region Supplemental Agreement Article 30 shall be twenty cents (\$0.20) per hour to be added to the General Wage Increase on August 1, 2008 and twenty-five cents (\$0.25) per hour to be added to the General Wage Increase each August 1, thereafter.**

B. The Employer shall pay the amount specified in Section 1A, above, into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation is paid, not to exceed two thousand and eighty (2080) hours per year.

C. Part-time employees ~~with one (1) year seniority~~ who qualify for worker's compensation, state disability compensation or short term disability under the respective health and welfare

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plan shall have pension contributions remitted on their behalf for a maximum of three (3) months in a calendar year. **Such contributions shall be remitted for a period(s) of absence immediately following contributions for active employment. It is understood that contributions for employees on probation shall be paid at the ten cents (\$0.10) rate for a period not longer than ninety (90) calendar days from an employee's hire date, provided the employee has worked one hundred twenty (120) days in the previous year.**

In those cases where the three (3) month maximum carries over into the next calendar year, contributions will continue until the three (3) month maximum is met. **Any carry-over shall not count toward the maximum for the current calendar year.**

This provision does not permit contributions to exceed two thousand eighty (2080) hours in any calendar year. **Contributions during periods of disability absence shall be paid at four (4) hours per work day missed.**

~~At the end of a calendar year, if any employee affected by this Article does not have the five hundred (500) hours needed for a credited year, the Employer will pay any additional hours needed up to the maximum five hundred (500) hours to obtain a credited year.~~

ARTICLE 9. SAVINGS

A. EFFECTIVE August 1, 2002, on July hours, UPS shall make contributions at the rate of forty cents (\$.40) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees covered by this agreement beginning on the earlier of the employee's achievement of seniority or the employee's completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall ~~not contribute the first for more than one hundred seventy three (173) hours in any calendar month~~ **two thousand and eighty (2080) hours per year** for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month.

UPS acknowledges that it has received a true copy of the Trust documents and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by

the Trustees of said trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions and the accurate recording of such hours.

ARTICLE 10. LEGAL SERVICES TRUST FUND

As contained in the rider.

ARTICLE 11. HEALTH AND WELFARE, RETIREES' HEALTH AND WELFARE, DENTAL AND VISION BENEFITS**Section 1.**

Eligibility requirements are same as contained in the rider.

Section 2.

The employer will provide health and welfare coverage for part-timers equal to health and welfare benefits under Article XII in the Rider, except weekly time loss benefits to be one hundred **twenty-five** dollars (~~\$125~~) (~~\$100~~) per week.

ARTICLE 13. CLASSIFICATIONS SCALE OF WAGES**Section 1.**

*** NOTE: The allocation of the Article 34 pension monies as outlined in the National Master Agreement and Western Region Supplemental Agreement Article 30 shall be twenty cents (\$0.20) per hour to be added to the General Wage Increase on August 1, 2008 and twenty-five cents (\$0.25) per hour to be added to the General Wage Increase each August 1, thereafter.**

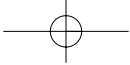
Part-time employees hired prior to July 2, 1982, shall receive the following rate of pay effective:

| | 8-07 | 8-08 | 2-09 | 8-09 | 2-10 | 8-10 | 2-11 | 8-11 | 2-12 | 8-12 | 2-13 |
|---------------------|----------|------|------|------|------|------|------|------|------|------|------|
| Preload/ Sorter | \$28.115 | GWI | GWI | GWI | GWI | GWI | GWI | GW | GWI | GWI | GWI |
| Loader/ Unloader | \$26.88 | GWI | GWI | GWI | GWI | GWI | GWI | GW | GWI | GWI | GWI |

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

Section 2.

(1) All part-time employees hired prior to July 2, 1982, shall be red circled at their current rate of pay and shall receive contractual wage increases on August 1, 2002; August 1, 2003; August 1, 2004; August 1, 2005; August 1, 2006 and August 1, 2007.



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(2) Part-time clerks working prior to August 1, 1987 shall be red circled at their current rate of pay and shall receive contractual wage increases on August 1, 2002; August 1, 2003; August 1, 2004, August 1, 2005; August 1, 2006 and August 1, 2007.

(3) Part-time to full-time wage progression schedules are contained in the Rider under Article XVII.

Section 3.

MISCELLANEOUS CATEGORIES

A.

| | | | | | | | | | | | |
|----------------------------------|---------|------|------|------|------|------|------|------|------|------|------|
| | 8-07 | 8-08 | 2-09 | 8-09 | 2-10 | 8-10 | 2-11 | 8-11 | 2-12 | 8-12 | 2-13 |
| Shifters & Utility Drivers | \$19.61 | GW | GW | GW | GW | GW | GW | GW | GW | GW | GW |

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.

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

D. Additional Benefits

The Company may provide additional benefits, higher hourly wage rates or bonuses in order to attract or retain part-time employees. The additional benefits, wages or bonuses may be structured to apply to any specific shift or operation.

