

JOINT COUNCIL OF TEAMSTERS NO. 28

Affiliated with the International Brotherhood of Teamsters

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Rick Hicks, President

Summary of the Teamsters Joint Council 28 Package and Sort Tentative Agreement

Wages

As a part of the National Master UPS Agreement, JC28 employees will receive at least \$4.15 in increased wages by August 1, 2022 with NO split raises. The pension and health and welfare contributions were also increased by \$5.00 as of August 1, 2022, for a total monetary increase of at least \$9.15.

Pension

*Under these pension rate increases a part-time employee who starts on August 1, 2018 and works five (5) years, will vest in the Western Conference of Teamsters Pension Trust Fund and could receive a lifetime annual benefit of between \$7,500 and \$15,850 upon retirement. Employees hired prior to August 1, 2018 could see an increase to your accrued benefit of the same.

**Under these pension rate increases a full-time employee who starts on August 1, 2018 and works five (5) years, will vest in the Western Conference of Teamsters Pension Trust Fund and could receive a lifetime annual benefit of \$17,000 upon retirement. Employees hired prior to August 1, 2018 could see an increase to your accrued benefit of the same.

Health and Welfare

Full-Time: This is the most exciting part of the 2018 - 2023 negotiations! For full-time employees we have been successful in creating a new retirees benefit that will allow you to retire under the new plan at a substantial reduction in your monthly premium. Under the current retirees plan when full-time employees retire the current cost to you is \$390.00 for you plus \$390.00 for your spouse and an additional \$202.00 for each dependent child. Under the new plan the monthly cost will change to \$150.00 for you or \$300.00 per family. In

addition the Medicare eligible retiree rate drops from \$129.00 per person per month to \$50.00 per person or \$100.00 per family. **(This benefit only exists if the contract is passed on the first vote. If it is not ratified on the first vote the Retirees Welfare Plan reverts back to the current rate structure of \$390.00 per person per month and an additional \$202.00 for each dependent)**

Part-Time: For part-timers your health and welfare has improved in the following manner;

Upon ratification the \$500,000 lifetime max on the retirees' medical plan becomes unlimited. January 1, 2019 the \$100/\$200 annual deductible is eliminated and reduced to \$0.00

22.4 Full-Time Combination Drivers

The 2018-2023 UPS National negotiations focused primarily on addressing proposals submitted from across the country by rank and file members from the various local unions. One of the most important proposals was the new Saturday and possible Sunday delivery work schedule. Almost uniformly our members said they did not want to be forced to work Saturday or Sunday. In addition, the members did not want the mandatory overtime to continue. With that in mind your elected rank and file committee along with the principal officers of the JC28 locals put together language to have discussions with the company on a way to solve these concerns. Most of the ideas we discussed made it into the national language that will address both of these issues in the positive.

22.3

The number of 22.3 jobs to be added to the 2018 – 2023 Agreement was another priority to the members. We

*This assumes a part-time employee working 1,040 hours in a calendar year with no increase to the multiplier.

**This assumes a full-time employee working 2,080 hours in a calendar year with no increase to the multiplier. These projections are estimates and based on your individual work history. All final rates subject to trust rules.

were successful in negotiating 5,000 new full-time 22.3 jobs during the life of this agreement. In addition, we negotiated language in the JC28 Rider that protects all current jobs as well as any new 22.3 job created in a local union's jurisdiction during the life of this agreement.

Vacations

We negotiated language that allows for you to protect eighty (80) hours of accrued leave that the company cannot burn down if you are on a qualified leave such as FMLA or Washington Family Leave. This will allow you two weeks of paid time to take a vacation at some point that year.

Holidays

Improved the selection process for floating holidays, plus putting in place guarantees for if management does

not respond timely and time and one-half pay for previously approved days that are subsequently worked with an additional day off later.

Route Bidding

Eliminated the requirement to remain in a center for six months after winning a bid in multiple center buildings.

Part-Time to Full-Time

Improved the ability for part-timers to take a full-time driving position by eliminating the one-year seniority requirement. Also restricted the road test to only determine the ability of the member to safely operate the vehicle.

These are a few of the changes to the 2018 – 2023 UPS Contract that are being proposed for your consideration. This offer comes with a full recommendation of your elected rank and file committee for a YES Vote! Please make an informed decision. Don't allow others to determine your future for you!

In Solidarity,



Rick Hicks, JC28 Chairman



Ted Bunstine, JC28 Co-Chairman

TEAMSTERS JOINT COUNCIL 28 RIDER TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

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 schedule, shall be guaranteed five (5) 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 Company 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.
- 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 (1½). 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.
- (2) During the months of November and December a starting time of 10:00 A.M. may be utilized for non-seniority employees only.
- (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 normal shift or punching out after eight (8) hours. If an employee is forced in, they shall be paid at the appropriate overtime rate.
- (4) When it is necessary to meet our customers' specific requirements, each center may schedule up to two (2) **regular** package car drivers with start times after 9:00 A.M. but prior to 12:00 NOON and the first eight (8) hours will be at the straight time rate. These routes shall be bid by seniority with a route description including start times.
- (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.**
- 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 (1½) 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 (1½) for all hours worked. Tuesday shall be double-time (2X).**
- There will be a minimum of eight (8) hours pay for full-time employees for Saturday, Sunday, **sixth (6th) day, seventh (7th) day** and Holidays worked.
- D. Full-time employees shall receive a one (1) hour unpaid lunch **meal** period, ~~and shall be permitted to take said lunch break commencing between the third (3rd) and fifth (5th) hour of work~~ **Full-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. (i.e. start work time of 9:00am, meal commences no earlier than 11:00am and may not commence later than 1:59pm)** The company may require or permit a full-time employee to

take a one-half (½) hour lunch period. A request for a half hour lunch shall be given full and reasonable consideration **and shall not be denied unless there is a specific service issue for regular package car drivers. For all other full-time employees a request for a half hour lunch shall be given full and reasonable consideration and shall not be denied unless there is a specific operational need.** It is agreed there are no specific restrictions to the number of half 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.**

~~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 shall be entitled to a third ten minute paid rest break no later than three (3) hours after the second rest break.

- E. A regular seniority employee shall be guaranteed eight (8) hours at the appropriate rate of pay.

Section 4. DELIVERY AREA OPENINGS IN PACKAGE CENTERS

SELECTION OF VACANCIES

- 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 Company 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 company 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.

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.

Section 6. BACKUP FEEDER DRIVERS

- I. **Regular** package **car** drivers who move to a back-up feeder position shall maintain their bid route until he/she becomes 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 his/her bid area whenever they return to the package car classification. The successful bidder understands they forfeit their current bid route.

Section 8. SENIORITY

There shall be separate seniority lists by classification, namely: A list for tractor-trailer feeder drivers; a list for ~~delivery~~ **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.

- 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 ~~four (4)~~ **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.

The successful bidder shall be dovetailed into the new center seniority list ~~and must remain in the new center for six (6) months.~~

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.

In buildings with multiple centers, the Company 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 overstaffed 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 original Center prior to any New Hire for the next six (6) months.

- 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 a 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 may elect to displace the least senior part-time employee(s) in the building in which he/she has seniority. If the employee elects to perform part-time work, he/she 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 five (5) working days), be available for his/her 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 company seniority but maintain their full-time benefits for all other purposes.

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.

The current number of jobs as well as any newly created job within a Local Union's jurisdiction shall be maintained and shall remain in that Local Union's jurisdiction.

In the event a Sort or Operation is eliminated or if there is a decrease in volume or a change in the operation that results in a reduction of work, the Company may reduce the required number of 22.3/40 combination jobs covered under this Section as it pertains to only those employees affected in each specific Sort or Operation.

Section 10. FULL TIME 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.

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).

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.

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.

- 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.

ARTICLE IV. PROTECTION OF RIGHTS

Section 1. PICKET LINES

- A. It shall not be a violation of this Agreement, nor shall it be cause of for discharge or permanent replacement of an

employee or disciplinary action of any kind if an employee refuses to breach a primary picket line or to cross or work behind a legal primary picket line, approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

ARTICLE VIII. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

Section 3. NOTIFICATION TO THE COMPANY

- A. The employee shall notify the Company of their status regarding ability to return to employment after each doctor's visit with a documented change of status and every other week thereafter. On known long-term workers compensation or disability the frequency of notification shall be at the request of the Business Manager. **In the event an employee is sent a seventy-two (72) hour notice and does not respond within seventy-two (72) hours but subsequently reports when released from their doctor they shall remain on active status until the resolution of the grievance procedure.**
- B. Employees requesting parental leave of absence must do so in writing.

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) 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.

In order to be eligible for vacation as described above, and in Section 2, an employee must celebrate their anniversary each year and must take their earned vacation in the following anniversary year. Those vacations not taken each anniversary year will be cashed out on the employees second (2nd) pay period following their anniversary.

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 shall retain up to eighty (80) hours of accrued leave.

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.

The selection period shall be January 1st to the last day of February each year. The vacation year shall begin March 1st and continue until the last day of February of the following year.

- 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. 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) to fifty-five (55) drivers - one (1) additional driver off; for Centers with more than fifty-five (55) drivers - two (2) additional drivers off. From May 1st through September 30th; Centers with seventy (70) or more drivers - three (3) additional drivers off.

In operations where the total number of accrued vacation weeks is in excess of the available number of weeks allowed, the Employer shall provide additional weeks May 1st through September 30th. These additional weeks will be posted at the time the vacation selection period commences.

If conditions allow, the Employer may grant more than the minimums established above.

EXCEPTION: During the first two (2) full weeks of January the vacation allowance shall be a minimum of five percent (5%) excluding Centers with fourteen (14) or less drivers.

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. 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. A utility driver assigned by seniority to vacation coverage during May 1st through September 30th would be released from their inside position when assigned to a center for vacation cover and scheduled on a monthly basis provided work is available, and shall have rights to return to their previous position when this duty is ended.

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 Date of Employment	(4) (5) Floating Holidays

- 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)~~ **three (3)** remaining floating

holidays shall be observed by mutual agreement. Floating holidays shall not be taken from December 1st thru December 25th. The Company shall grant the employee the day of their choice.

~~E. The Employee's Anniversary Date of Employment holiday may, by mutual agreement, be observed within thirty (30) days of the anniversary date of employment. The Employer will make every reasonable effort to select a Monday or a Friday during the week in which such day falls or during the week prior or subsequent thereto; provided, however, the anniversary date of employment falling during the thirty (30) day period immediately prior to Christmas shall be observed during the thirty (30) days immediately following Christmas.~~

~~F. The actual anniversary day shall have preference over any other requested days off. Upon written requests being approved by the Company the Company shall grant holidays in the order of request date. Seniority shall prevail if **Floating Holidays shall be granted in order of seniority. When the request is made more than thirty (30) working days prior to the requested day off, the employee will fill out and submit the proper form for selection of the holiday and management will return the form to the employee within five (5) days of receipt, acknowledging the request. Management must respond thirty (30) working days prior to the requested holiday. If there is no response, the employee may request from their full-time manager or designee whether the holiday request has been approved, and Management must respond by the end of the next scheduled working day, or the request will be considered granted.** When conditions allow, the Company may grant more than one (1) employee off (in each center or operation) at a time. Once approved, if the requested day is worked, the employee shall be paid for the holiday as provided, unless the employee submits another written request for a different day off.~~

~~G. E. When an employee agrees to observe their anniversary day on another day or mutually agrees on a Floating Holiday, the employee and management will fill out the proper form for selection of the holiday, which must be returned to the employee within five (5) days of receipt by management. **If the request is made inside thirty (30) working days, the employee will fill out and submit the proper form for selection of the holiday and management will return the form to the employee by the end of the next scheduled working day.**~~

G. Once approved, if the employee is required to work, the employee shall be paid time and one-half (1½) for all hours worked that day plus the eight (8) hours for the holiday and shall receive another mutually agreed to unpaid day off in the future.

~~J. All new employees hired after July 31, 1990, shall not be eligible for the Employee Company Anniversary Date holiday, or the four (4) Floater Personal holidays until one (1) year from their seniority date. All present employees will be entitled to all Holidays earned prior to their first (1st) anniversary date after ratification of this contract.~~

All employees shall be eligible for the five (5) Personal

holidays listed in Section 1 of this Article after their first year Anniversary and each Anniversary thereafter.

Section 2. HOLIDAY WEEK OPTION

A. Upon the employees' Company Anniversary Date following July 31, 1990, the employees may elect at their option to:

- (1) Combine their ~~Employee Company Anniversary Date holiday, and their four (4)~~ **five (5)** Floating holidays together as an optional holiday week to be selected at the next 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.

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

Section 1.

A. EFFECTIVE August 1, ~~2013~~ **2018**, 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 one hundred ninety-three dollars and twenty-five cents (\$1193.85)~~ **one thousand five hundred ninety-three dollars and eighty-eight cents (\$1,593.88)** 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)	\$11.40
An additional \$7,500 Life and AD&D for	\$1.76
An additional \$ 500 Dependents Life	\$.15
<u>An additional \$30,000 Employee Life/ AD&D and Dependent Life</u>	<u>\$8.60</u>
An additional \$400 500/ Week Time Loss	\$21.00 <u>25.00</u>
For a TOTAL of	\$1228.16 <u>1638.88</u>

- (2) Dental - The sum of one hundred thirty dollars and fifty cents (\$130.50) per month for benefits under "Plan A".
- (3) Vision - the sum of fourteen dollars and ninety cents (14.90) 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.

For a TOTAL of \$1,784.28

- (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 provide contributions to the Teamsters Western Region & Local 177 Health Care Plan for the Part-timers going full-time until they work enough hours to qualify under the Washington Teamsters Welfare Trust after gaining seniority.

Section 2.

A. Effective August 1, 2013 ~~2018~~, 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, 2013 ~~2018~~ the sum of ~~ninety four dollars and eighty-five cents (\$94.85)~~ per month and effective January 1, 2013 three hundred four dollars and fifty-four cents (\$304.54) per month 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.
- (2) The above provisions 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.~~
- (3) The Letter of Agreement between the parties is hereby incorporated into this Section.

LETTER OF AGREEMENT

United Parcel Service Inc. (“UPS” or “Company”) 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. Effective August 1, 2018, the parties agree that in addition to the increased contributions provided in Article 34, Section 1 of the 2018 – 2023 National Master Agreement (NMA), the Company agrees to provide the additional seventy-five cents (\$0.75) per hour per eligible employee to the Retirees Welfare Trust Fund for benefits under the RWT Plus “XL” Plan as follows:

<u>8-1-18</u>	<u>8-1-19</u>
<u>\$0.50</u>	<u>\$0.25</u>

2. The hourly increases in contributions provided in paragraph 1 above shall be applied in accordance with Article XII of the UPS Joint Council of Teamsters No. 28 Rider and shall be allocated in 2018 and 2019 as follows:

Effective August 1, 2018 - the sum of one dollar and twenty-one cents (\$1.21) per hour to the RWT Plus “XL” Plan.

Effective August 1, 2018 - the sum of thirty-four cents (\$0.34) per hour to the Western Conference of Teamsters Pension Trust. (Including the five cents (\$0.05) per hour from the Legal Services Trust Savings.

Effective August 1, 2019 - the sum of fifty (\$0.50) cents per hour to the Washington Teamsters Welfare Trust.

Effective August 1, 2019 - the sum of seventy-five (\$0.75) cents per hour to the Western Conference of Teamsters Pension Trust.

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.

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 ~~twenty five dollars and ninety-five cents (\$25.95)~~ seventeen dollars and thirty cents (\$17.30) 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 ~~fifteen cents (\$.15*)~~ ten cents (\$.10) per compensable hour up to a maximum ~~twenty five dollars and ninety-five cents (\$25.95)~~ seventeen dollars and thirty cents (\$17.30) 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 than 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.

UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurate recording of such hours and such amounts paid on behalf of each such full-time and part-time seniority employee covered by the Agreement.

UPS hereby further acknowledges that it has received a true copy of the Agreement and Declaration of Trust of the Western Conference of Teamsters Legal Service Trust and it is understood and agreed that UPS accepts the terms and conditions of this Trust and shall be considered a party thereto. UPS further agrees that the Employer Trustee named pursuant to the Trust is its representative and consents to be bound by the actions and determinations of the Trustee.

ARTICLE XVII. CLASSIFICATIONS SCALE OF WAGES

Section 1. FULL TIME EMPLOYEES

EFFECTIVE AUGUST 1, 2013 2018

HOUR

Drivers, Feeders \$33.925 37.125
(Tractor Trailer)

	<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>
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

Increases to these rates are reflected in each Sub-Section

Drivers, Package \$33.70 36.90

	<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>
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

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 \$30.92 34.12
(All Shifts)

	<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>
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

22.3 Full-Time Inside Jobs \$30.64

(All Shifts)

	<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>
8/1/18	\$15.94	\$16.94	\$17.94	\$20.94	\$31.34
8/1/19	\$15.94	\$16.94	\$17.94	\$20.94	\$32.09
8/1/20	\$15.94	\$16.94	\$17.94	\$20.94	\$32.89
8/1/21	\$15.94	\$16.94	\$17.94	\$20.94	\$33.79
8/1/22	\$15.94	\$16.94	\$17.94	\$20.94	\$34.79

22.4 Full-Time Combination Driver \$30.64

(All Shifts)

	<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>
8/1/18	\$20.44	\$21.19	\$22.69	\$24.94	\$31.34
8/1/19	\$20.44	\$21.19	\$22.69	\$24.94	\$32.09
8/1/20	\$20.44	\$21.19	\$22.69	\$24.94	\$32.89
8/1/21	\$20.44	\$21.19	\$22.69	\$24.94	\$33.79
8/1/22	\$20.44	\$21.19	\$22.69	\$24.94	\$34.79

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.

*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 3. TRAINING RATES—PACKAGE DRIVERS, FEEDER DRIVERS, CAR WASHERS

PACKAGE DRIVER

Refer to Article 41 of the National Master Agreement.

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.

PEAK SEASON RATE

FEEDER DRIVER

EFFECTIVE 8-1-13 18
\$21.51

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

	Date of Sen. Plus	Date of Sen. Plus	Date of Sen. Plus	Date of Sen. Plus	Date of Sen. Plus
Start	Seniority	1 Year	24 Months	36 Months	48 Months
	Rate	Rate	Rate	Rate	Rate
8/1/13	\$18.69	\$18.69	\$19.44	\$20.94	\$24.94
8/1/14	\$18.69	\$18.69	\$19.44	\$20.94	\$24.94
8/1/15	\$18.69	\$18.69	\$19.44	\$20.94	\$24.94
8/1/16	\$18.69	\$18.69	\$19.44	\$20.94	\$24.94
8/1/17	\$18.69	\$18.69	\$19.44	\$20.94	\$24.94

*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 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.

TEAMSTERS JOINT COUNCIL 28 SORT ADDENDUM TENTATIVE AGREEMENT

For the Period:
August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023
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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

ARTICLE 2. HOURS OF WORK

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 ~~six (6)~~ **three (3)** months.

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 | 3. Date of Interview |
| 2. Date of Application | 4. Drawing of Lots |

ARTICLE 3. PART-TIME TO FULL-TIME

Section 1.

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~~ **shall be given an opportunity in seniority order.**

(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.~~

Part-time employees in the Spokane Airport facility will be afforded the opportunity to be promoted to a fulltime position in the Spokane hub using their Company seniority date.

(2) The ~~only other~~ **eligibility** 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) 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.

(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.

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

Section 2.

A. Part-time employees requesting to transfer to full-time must attend the Company's Full-Time Orientation. This time does count towards full-time seniority and full-time benefits and is paid at the employees straight time rate of pay for the first eight (8) hours and time and one-half (1½) beyond eight (8) hours.

B. Road tests for part-time to full-time employees shall not be conducted in a cage car **and will be limited to the employee's ability to safely operate a Company vehicle.**

ARTICLE 4. UTILITY DRIVERS

Section 1. UTILITY DRIVERS

A. It is agreed that package operations may utilize utility drivers. 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 company will at its earliest opportunity provide training to qualify the employee in the area knowledge needed.

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

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.

All remaining utility drivers and any new 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.

Once a utility driver is considered qualified to drive, he/she 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.

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 Company will make every effort to work the utility driver for eight (8) consecutive hours 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.

**ARTICLE 5. SICK LEAVE,
WORKERS COMPENSATION AND DISABILITY**

Section 3. NOTIFICATION TO THE COMPANY

A. The employee shall notify the Company of their status regarding ability to return to employment after each doctor's visit with a documented change of status and every other week thereafter. On known long-term workers compensation or disability the frequency of notification shall be at the request of the Business Manager. In the

event an employee is sent a seventy-two (72) hour notice and does not respond within seventy-two (72) hours but subsequently reports when released from their doctor they shall remain on active status until the resolution of the grievance procedure.

ARTICLE 10. LEGAL SERVICES TRUST FUND

As contained in the rider.

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

Refer to Article XVI of the JC 28 Rider

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:

	8/13	8/14	8/15	8/16	2/17	8/17	2/18
Preload/ Sorter	\$33.685	.70	.70	.70	.40	.40	.50 .50
Loader/ Unloader	\$32.45	.70	.70	.70	.40	.40	.50 .50

	<u>Current</u>	<u>8/18</u>	<u>8/19</u>	<u>8/20</u>	<u>8/21</u>	<u>8/22</u>
	<u>\$0.70</u>	<u>\$0.75</u>	<u>\$0.80</u>	<u>\$0.90</u>	<u>\$1.00</u>	

Preload/ \$37.585 \$38.285 \$39.035 \$39.835 \$40.735 \$41.735
Sorter

Loader/ \$36.3 37.05 \$37.80 \$38.60 \$39.50 \$40.50
Unloader

(T/A - 7/17/18)

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 as provided for in Article 22 Section 5 of the NMUPS Agreement.
- (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 as provided for in Article 22 Section 5 of the NMUPS Agreement.
- (3) Part-time to full-time wage progression schedules are contained in the Rider under Article XVII.

Section 3.

MISCELLANEOUS CATEGORIES

~~A.~~

EFFECTIVE	8/13	8/14	8/15	8/16	2/17	8/17	2/18
SHIFTERS &	\$25.05	.70	.70	.70	.40	.40	.50 .50
UTILITY DRIVERS	\$24.605	.70	.70	.70	.40	.40	.50 .50

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

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.

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

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 between November 1 and December 31, may be used as needed. They will be

guaranteed three and one-half (3-1/2) hours work and will be paid at the rate of eight dollars and seventy-five cents (\$8.75) per hour. All days worked as a package helper shall be counted towards part-time probation.

PEAK SEASON RATE	EFFECTIVE
	8-1-2002
	\$8.75

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 in-during the first week of** October for interested employees **to designate their availability to work as a package helper for November 1st thru December 31st and/or January 1st thru January 15th.** Company seniority will be considered in assignments. The rate of pay shall be their part-time rate, ~~or eleven dollars (\$11.00) per hour, whichever is greater.~~ Helpers shall be guaranteed a minimum of three and one-half (3½) hours work or pay, and shall be paid at time and one half (1½) after eight hours of straight paid hours worked in a day including the employee's regular part-time shift hours.

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 (3.5) 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 Company will utilize Part-time package helpers hired between November 1, and December 31 as outlined above.