

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

Term of Agreement

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

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

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

EQUIPMENT SALE

[No Change]

INSPECTION PRIVILEGES

[No Change]

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

Section 1. FULL TIME

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

(T/A – 7/28/23)

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

(T/A – 7/2/23)

(2) *[No Change]*

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

(T/A – 7/2/23)

(4) *[No Change]*

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

(T/A – 7/2/23)

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

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

(T/A – 7/2/23)

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

D. *[No Change]*

E. *[No Change]*

Section 2. OVERTIME

[No Change]

Section 3. NEW HIRES

[No Change]

Section 4. DELIVERY AREA OPENINGS IN PACKAGE CENTERS

SELECTION OF VACANCIES

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

A package car area permanently vacated, or newly established area, excluding those areas established during December, shall be posted within five (5) days for five (5) working days, during which time drivers shall be afforded the opportunity to bid such vacated or new areas. A posted vacancy or new area shall include geographical descriptions, including area boundaries, loop designation, **current package car size** and whether the area is a designated training area. The successful bidder shall be awarded the posted vacancy or new area the Monday following the expiration of the five (5) day posting period. If the bid is not awarded as outlined above the case may be referred to the Union and Company Chairpersons of the Western Region Grievance Panel or their designees, who will have the discretion to issue an immediate remedy. A permanent vacancy shall be described as an area that is delivered three (3) days a week for a thirty (30) day period, excluding those extra areas established during peak season.
(T/A – 3/27/23)

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

Within the first (15) days of accepting a new bid package car area a driver may request, and the Company will print and provide to the driver, either the ORION screenshot, a Telematics screenshot, or any successor technology, of each of the first five (5) days worked on all newly awarded bid package car areas as follows:

If the driver makes the request on the actual day of any of the first five (5) days, the Company will provide the ORION screenshot.

If the driver makes the request for any of the first five (5) days after the actual day has passed, the Company will provide a copy of the Telematics screenshot for each day requested.

(T/A – 3/27/23)

When a driver's area is split to the extent of creating an additional new area, the affected driver shall be allowed to select either of these areas, prior to posting the other area for bid.
(T/A – 3/27/23)

When a driver's assigned delivery area is permanently changed by fifty percent (50%) or more of its delivery stops, said driver shall have the right to follow the major portion of the original delivery area. When more than one (1) driver's delivery area is affected, those affected drivers shall be afforded the opportunity amongst themselves to bid the areas affected in accordance with their seniority.
(T/A – 3/27/23)

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

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

(T/A – 3/27/23)

B. [No Change]

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

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

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

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

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

(T/A – 7/2/23)

WEEKEND WORK SCHEDULES FOR PACKAGE DRIVERS

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

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

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

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

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

GEOGRAPHIC TRANSFER

[No Change]

PERMANENT NEW JOBS OR DELIVERY AREA ROUTES

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

(T/A – 2/9/23)

TRAINING AREAS

[No Change]

Section 5. FEEDER DRIVERS

[No Change]

Section 6. BACKUP FEEDER DRIVERS

A. – G. *[No Change]*

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

(T/A – 7/3/23)

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

(T/A – 7/3/23)

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

(T/A – 4/27/23)

Section 7. AIR OPERATION EMPLOYEES

[No Change]

Section 8. SENIORITY

There shall be separate seniority lists by classification, namely:

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

(T/A – 7/2/23)

A. [No Change]

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

(T/A – 2/8/23)

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

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

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

(T/A – 2/8/23)

In buildings with multiple centers, the Employer shall have the right to balance the staffing between the centers. The permanent movement of drivers will be offered first to the list of unassigned drivers in seniority order in the 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 **their** original Center prior to any New Hire for the next six (6) months.

(T/A – 7/3/23)

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

(T/A – 4/27/23)

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

(T/A – 4/27/23)

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

(T/A – 4/28/23)

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

(T/A – 4/27/23)

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

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

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

(T/A – 7/3/23)

D. – J. [No Change]

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

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

(T/A – 2/23/23)

JURISDICTIONAL TRANSFER

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

(T/A – 6/20/23)

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

(T/A – 3/28/23)

Section 9. FULL TIME COMBINATION JOBS

HOURS OF WORK

[No Change]

NEWLY CREATED JOBS

A. [No Change]

VACATED JOBS

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

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

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

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

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

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

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

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

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

POSTING AND BIDDING

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

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

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

D. – G. [*No Change*]

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

I. & J. [*No Change*]

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

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

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

(T/A – 7/3/23)

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

(T/A – 7/3/23)

3. [*No Change*]

4. [*No Change*]

M. – O. [*No Change*]

Section 10. ~~22.4 COMBINATION DRIVERS~~

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

(T/A – 7/2/23)

~~NEWLY CREATED JOBS~~

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

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

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

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

~~(T/A – 7/2/23)~~

~~VACATED JOBS~~

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

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

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

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

~~(T/A – 7/2/23)~~

~~POSTING AND BIDDING~~

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

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

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

~~(T/A – 7/2/23)~~

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

FULL-TIME JOB POSTINGS

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

ARTICLE II. CHANGE OF OPERATIONS

[No Change]

ARTICLE III. WORK ASSIGNMENTS

[No Change]

ARTICLE IV. PROTECTION OF RIGHTS

Section 1. PICKET LINES

A. [No Change]

ARTICLE V. LAYOFF AND RECALL

Section 1. NOTICE OF TEMPORARY LAYOFF

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

(Union Housekeeping T/A – 4/19/23)

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

(Union Housekeeping T/A – 4/19/23)

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

(Union Housekeeping T/A – 4/19/23)

Section 2.

A. [No Change]

ARTICLE VI. BEREAVEMENT LEAVE

Section 1. IMMEDIATE FAMILY

A. [No Change]

ARTICLE VII. JURY DUTY

Section 1. JURY DUTY AND COURT SERVICE

[No Change]

Section 2. Subpoena

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

(T/A – 7/3/23)

ARTICLE VIII. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

PREAMBLE

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

(T/A – 4/27/23)

Section 1. SICK LEAVE

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

(T/A – 3/27/23)

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

(T/A – 3/27/23)

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

(T/A – 4/19/23)

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

(T/A – 3/27/23)

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

(T/A – 3/27/23)

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

(T/A – 4/27/23)

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

(T/A – 3/27/23)

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

(T/A – 4/27/23)

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

(T/A – 3/27/23)

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

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

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

Section 2. WORKERS’ COMPENSATION

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

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

C. [No Change]

Section 3. NOTIFICATION TO THE EMPLOYER

[No Change]

ARTICLE IX. VACATIONS

Section 1.

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

B. – I. [No Change]

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

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

(2) [No Change]

Section 2. OPTIONAL WEEK

A. [No Change]

ARTICLE X. HOLIDAYS

Section 1.

A. The following are paid holidays:

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

B. – G. [No Change]

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

I. – L. [No Change]

Section 2. HOLIDAY WEEK OPTION

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

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

(2) Take the holidays, or;

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

(T/A – 2/8/23)

ARTICLE XI. SUSPENSIONS AND DISCHARGES

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

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

Section 1.

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

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

(T/A Housekeeping – 2/23/23)

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

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

(T/A Housekeeping – 2/23/23)

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

(T/A Housekeeping – 2/23/23)

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

(T/A Housekeeping – 2/23/23)

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

(T/A – 2/23/23)

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

(T/A Housekeeping – 2/23/23)

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

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

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

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

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

(T/A – 7/30/23)

~~(5)~~ **(6)** [No Change]

Section 2.

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

(T/A Housekeeping – 2/23/23)

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

(T/A Housekeeping – 2/23/23)

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

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

LETTER OF AGREEMENT

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

1. [No Change]

2. [No Change]

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

Section 3.

[No Change]

ARTICLE XIII. PENSION

Section 1.

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

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

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

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

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

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

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

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

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

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

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

B. [No Change]

C. [No Change]

Section 2.

[No Change]

ARTICLE XIV. SAVINGS

[No Change]

ARTICLE XV. LEGAL SERVICES TRUST FUND

[No Change]

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

[No Change]

ARTICLE XVII. CLASSIFICATIONS SCALE OF WAGES

Section 1. FULL TIME EMPLOYEES

EFFECTIVE AUGUST 1, 2018 2023

CURRENT PER HOUR

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

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

(T/A – 7/25/23)

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

(T/A – 7/25/23)

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

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

(T/A – 7/25/23)

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

(T/A – 7/25/23)

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

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

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

(T/A – 7/25/23)

	<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>
8/1/23	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$42.17</u>
8/1/24	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$42.92</u>
8/1/25	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$43.67</u>
8/1/26	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$44.67</u>
8/1/27	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$30.69</u>	<u>\$46.92</u>

(T/A – 7/25/23)

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

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

(T/A – 7/25/23)

	<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>
8/1/23	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$27.94</u>	<u>\$39.13</u>
8/1/24	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$27.94</u>	<u>\$39.88</u>
8/1/25	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$27.94</u>	<u>\$40.63</u>
8/1/26	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$27.94</u>	<u>\$41.63</u>
8/1/27	<u>\$22.94</u>	<u>\$23.94</u>	<u>\$24.94</u>	<u>\$27.94</u>	<u>\$43.88</u>

(T/A – 7/25/23)

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

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

~~(T/A – 7/2/23)~~

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

~~(T/A – 7/2/23)~~

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

Section 2.

A. [No Change]

Section 3. FEEDER DRIVERS

[No Change]

Section 4.

[No Change]

**FOR THE EMPLOYER
UNITED PARCEL SERVICE, INC.**

BY: _____
Chris Rowland, UPS District Labor Relations NW District

**FOR THE UNION
JOINT COUNCIL OF TEAMSTERS NO.28**

BY: _____
Rick Hicks, Joint Council 28 President
Chairman, Union Negotiating Committee

BY: _____
Ted Bunstine, Joint Council UPS Division Director
Co-Chairman, Union Negotiating Committee