

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

to the

**NATIONAL MASTER
UNITED PARCEL SERVICE AGREEMENT**

and

**THE WESTERN CONFERENCE OF
TEAMSTERS SUPPLEMENTAL AGREEMENT**

between

**TEAMSTER LOCAL UNION NOS.
38, 58, 174, 231, 252, 313, 589, 690, 760
and 839**

and

UNITED PARCEL SERVICE

**For The Period December 19, 2007
thru July 31, 2013**

**UNITED PARCEL SERVICE—JOINT COUNCIL
OF TEAMSTERS #28 RIDER**

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and

UNITED PARCEL SERVICE

For the Period:

December 19, 2007 through July 31, 2013

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

Full-Time Provisions Not Found In This Rider Are Provided In Either The National Master United Parcel Service Agreement Or The Western Region Supplemental Agreement.

UNITED PARCEL SERVICE
JOINT COUNCIL OF TEAMSTERS NO. 28
RIDER

Term of Agreement

December 19, 2007 through July 31, 2013

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 employer shall sell any trucks, tractors, or trailers to any of its employees except for personal use and/or in another industry.

INSPECTION PRIVILEGES

The Union has a right to inspect and copy payroll records pertaining to employees performing bargained for unit work in relation to wages, overtime, holidays, vacations and all other fringe items.

Employees shall have access to the Personnel Files and Evaluation Forms before or after working hours. Exception would be when a Business Agent is involved in adjusting a grievance.

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

Section 1. FULL TIME

A. Employees are guaranteed a full week's work. 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 (1-1/2). Starting time restrictions do not apply to Driver-Tractor. 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) 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.

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 (2) if prior to 9:00 P.M. There will be a minimum of eight (8) hours pay for full-time employees for Saturday, Sunday, and Holidays worked.

D. Full time employees shall receive a one (1) hour unpaid lunch period and shall be permitted to take said lunch break commencing between the third (3rd) and fifth (5th) hour of work. The company may require or permit a full-time employee to take a one-half (1/2) hour lunch period. A request for a half hour lunch shall be given full and reasonable consideration. 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.

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.

Section 2. OVERTIME

Overtime shall be computed and paid for actual time worked. No pyramiding.

Section 3. NEW HIRES

All newly hired full-time employees shall be compensated at the applicable hourly rate while attending "new employee orientation" (this includes part-time to full-time). Such time shall count towards seniority.

Section 4. DELIVERY AREA OPENINGS IN PACKAGE CENTERS

SELECTION OF VACANCIES

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

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

GEOGRAPHIC TRANSFER

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

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 package driver to perform the work on a temporary basis.

TRAINING AREAS

Training routes allowed pursuant to the Western Region Supplemental Agreement, Article 8 will be based on the number of drivers on the seniority list in each center.

Section 5. FEEDER DRIVERS

A. Prior to implementing a four (4) ten (10) hour workweek, the employer shall meet jointly with the Local Union to negotiate the

terms under which a four (4) ten (10) hour workweek may be implemented, subject to ratification of the affected feeder drivers.

B. Except as provided in the Western Region Supplement Article 20, Section 1, all hours worked on Saturday shall be paid for at the rate of time and one-half (1-1/2), except where the regularly scheduled hours of work starts on Friday and ends on Saturday. Additionally, Saturday work shall first be offered on a volunteer basis to any regular full-time feeder driver or full-time back up feeder driver who has worked thirty-two (32) straight time hours or less in the current calendar week, with an eight (8) hour guarantee at the straight time rate of pay. If an insufficient number of employees should volunteer, then the work will be offered on a seniority basis at the overtime rate of pay. (For Sundays, see Article 1, Section 1C of the Agreement.)

C. The Employer may delay the start time of feeder drivers due to inclement weather; earthquakes and/or floods that result in delaying the arrival of ground packages, provided the affected employees are notified at least two (2) hours in advance of their scheduled start times.

1. The Company shall notify feeder drivers at least two (2) hours ahead of normal starting time of any delay of their normal starting time as provided in Article 21 of the Western Region Supplemental Agreement. In the event, subsequent to the first (1st) notification of change of starting time, another change is necessary, the feeder starting time for pay purposes shall be that of the initial changed starting time.

When a Friday night shift is delayed because of other conditions beyond the employers control, feeder drivers Friday night start time may not be delayed more than two (2) hours.

D. Feeder Drivers, irrespective of domicile, shall work as directed, including, but not limited to loading, unloading, and sorting as directed, in any operating location of the Employer.

E. Feeder Drivers shall be allowed two paid ten (10) minute rest periods in which one (1) will be taken in conjunction with their

daily safety check. Employees that work eleven (11) hours are entitled to a third (3rd) paid ten (10) minute rest period. The Company will schedule a rest period for each feeder movement.

F. When a full-time employee is required to spend more than one (1) hour in a job classification providing a higher rate of pay, they shall receive eight (8) hours guaranteed at the higher rate.

Section 6. BACKUP FEEDER DRIVERS

A. The Company shall maintain a Backup Feeder Drivers list of drivers that have been qualified to perform feeder driver's work in a backup capacity. Upon successful completion of training, the backup feeder list shall be maintained in numerical order as of the first date that the driver was, or should have been, scheduled to begin training for feeder work (effective August 1, 1993). Additionally, as any runs are to be filled from the backup list, the driver shall be allowed to bid the opening from the backup list, as they are put on the list in numerical order and not according to their original employment anniversary date with the Company.

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

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

In each center or hub, the employer will maintain a minimum back-up list of: one (1) for three (3) feeder drivers; two (2) for five (5) feeder drivers; three (3) for nine (9) feeder drivers; and one (1) for each three (3) feeder drivers thereafter.

C. Only when there is no full-time employee making a request would the backup position be offered to the senior part-time employee who must meet the Company's eligibility requirements and qualifications for the position.

D. Employees bidding the backup position or new employees hired for the position will be obligated to maintain the position for a minimum of three (3) years from the date the position was awarded.

E. After the three (3) year period, a backup feeder driver desiring to be relieved of the duties of the backup feeder driver must give written notice to the employer.

F. The employer must post the position as described above. Should no current employee desire the position of backup feeder driver, the Company will not be required to hire from the outside for the backup position, but will be required when hiring the next full-time person, to inform and qualify that person as the backup feeder driver thus releasing the employee who has requested to be removed as the backup feeder driver.

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

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

I. Package 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 7. AIR OPERATION EMPLOYEES

Employees involved in Next Day Air Operations shall be covered under the same conditions as all other employees, both full-time and part-time, with the following exceptions:

(1) The Company shall notify Next Day Air employees at least one

(1) hour ahead of normal starting time. In the event, subsequent to the first notification of change of starting time, if another change is necessary, the Next Day Air employees starting time for pay purposes shall be that of initial changed starting time, except for inclement weather conditions.

(2) Holidays: For Full-time Next Day Air employees who are required to work on any holiday, the employee may by mutual agreement with the company, schedule another day during the week or the following week to be observed as the holiday.

Section 8. SENIORITY

There shall be separate seniority lists by classification, namely:

A list for tractor-trailer feeder drivers; a list for delivery drivers; a list for full-time 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.

A. Full-time and part-time employees hold separate seniority. Feeder drivers enjoy separate seniority for operational purposes. Center/Sort operation seniority prevails for full-time and part-time employees. Drivers laid off from feeder work have the right to return according to order of layoff.

B. Operating Center Seniority shall control except as otherwise pro-

vided 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 two (2) 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.

Drivers bidding into another center must have a minimum of five (5) years driver seniority.

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.

C. Full-time employees who are laid off for a period of five (5) consecutive days 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. The five (5) day lay-off period must only be served once in a calendar year to be eligible for the provisions of this section.

D. The Employer recognizes that the principles of seniority shall be given prime consideration for extra work.

E. Extra employees without seniority shall not work an overtime shift when regulars are available. This includes Saturday, Sunday and Holiday work.

F. All employees with seniority standing shall be given an opportunity for preferential job assignments; provided, such employees are able

to do the work. If any dispute arises, as to whether the person is qualified to do the work or handle equipment, the Company shall grant the employee a trial period under supervision to determine their qualification. If judged to be not qualified for the job, the company will provide the employee with another opportunity to meet the qualification.

G. Employees failing to call or report to work as scheduled will be given seventy-two (72) hour notice to their last known address or by a verified telephone call exclusive of Saturday, Sunday or Holidays. If the employee fails to report to work within the seventy-two (72) hours, a notice by registered mail, or certified mail will be sent to the employee and the Union removing them from the seniority list, thus terminating their employment.

H. An employee disabled due to illness, disease/or injury shall not lose seniority for three (3) years from date of disability. Also, the reasonableness of continuing such seniority may be arbitrated should same extend beyond three (3) years.

I. Full-time car washers will be dove-tailed by company seniority onto the building sign-up sheets in accordance with Article 3, Section 1B (3) of the JC 28 Sort addendum for the purpose of advancing to full-time package driver work.

J. 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 |

JURISDICTIONAL TRANSFER

Employees requesting in writing to the Company 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 transfer-ee releases their rights to their selected vacations if it causes excess time off during the year of the transfer.

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

Section 9. FULL TIME COMBINATION JOBS

NEWLY CREATED JOBS

A. Part-time and 22.3/40 combination employees will be offered newly created Article 22.3/40 combination jobs by company seniority in accordance with Article 3 Section 1(B) of the Sort Addendum. Employees who are awarded these jobs will remain on the list to maintain their eligibility for the purpose of filling other full-time opportunities using their part-time seniority date.

VACATED JOBS

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

1. Any existing Article 22.3/40 combination job permanently vacated shall be offered to all current Article 22.3/40 bargaining unit employees within the building where the vacancy occurred by Company seniority.

2. Jobs not filled in B.1. above will be posted for bid to all other full-time employees within the building regardless of classification. Full-time drivers taking a 22.3/40 combination job must remain in that job for one hundred eighty (180) calendar days.

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

4. Jobs not filled in B.3. above will be offered in accordance with Article 3 Section 1 B(3) of the Sort Addendum.

POSTING AND BIDDING

C. All jobs will be posted with a description of the workday, work-week, daily start time, and a description of the type of work involved.

All newly created or vacated jobs in A and B above shall be posted within 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. Article 6, Section 5, and Article 7 of the Western Region Supplemental Agreement shall apply to all employees who are awarded full-time combination jobs.

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

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

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

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

I. Full-time Article 22.3/40 combination employees shall be allowed

to sign up for extra work on Saturday, Sunday and Holidays using their company seniority date, and shall receive the part-time daily guarantee and overtime provisions. This shall not apply to Saturday Air Driving, or any work deemed in conflict with Article 40 of the NMUPSA.

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

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

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

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

The affected employee shall be allowed to exercise his/her seniority to bump the least senior employee on his/her seniority list, performing the same job as he/she performs.

The affected employee shall be allowed to exercise his/her seniority to bump the least senior employee on his/her seniority list, regardless of job.

Dovetail into his/her original seniority list at their full-time wage rate. If going back to a Full-Time Driver Seniority list, the employee dovetails into the cover driver list.

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

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

same as a part-time employee moving to a full-time package driving classification.

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

O. Article 22.3/40 full-time combination employees in the classification for at least one year shall be afforded the opportunity to be returned to part-time status. Any such employee must request the status change in writing to both the Company and the Local Union. The request shall be granted as soon as operationally feasible. Employees returning to part-time status under this provision shall be dovetailed onto a requested part-time list within their building at the appropriate part-time rate of pay (in accordance with seniority) and shall receive the appropriate part-time health & welfare and pension benefits. Employees returning to part-time status under this provision will not be permitted to bid on a full-time Article 22.3/40 combination job for twenty-four (24) months from the date of return to part-time status. No part-time employee shall be displaced as a result of this provision.

ARTICLE II. CHANGE OF OPERATIONS

Refer to Article 38. Change of Operations of the NMUPSA

ARTICLE III. WORK ASSIGNMENTS

Section 1.

A. The Employer agrees that work now performed by or hereafter assigned to members of the bargaining unit will not subsequently be performed by non-unit employees.

B. (1) The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. The Union agrees that the Employer

must train employees and must prevent service failures. In such cases the Employer shall follow Article 1, Section 8 D of this agreement and/or Article 2 Section 4C of the JC 28 Sort Addendum, whichever is applicable. In either case the Employer shall verify to the Union that they have fulfilled their obligation under this provision.

(2) Accordingly, the parties agree that supervisors will not perform the work of the employees they supervise except during training, demonstration and safety education; and supervisors will not perform Union members work until all reasonable efforts have been exhausted to have the work covered by Union employees of United Parcel Service. When applicable, reasonable efforts shall be defined by fulfilling the provisions of Section B (1) above. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees.

C. No employee shall perform garage or repair work except in cases of emergency when it becomes necessary to make minor repairs or change tires in order to keep rolling. No employee shall perform janitor work.

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 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 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.

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.

Section 2.

A. An employee shall notify the Company and the appropriate Local Union after the first thirty (30) working days of lay off and each thirty (30) days thereafter as to their status regarding ability to return to employment.

ARTICLE VI. DEATH IN FAMILY

Section 1. IMMEDIATE FAMILY

A. Sister-in-law and brother-in-law shall be recognized as immediate family and shall be in addition to immediate family as defined in the Western Region Supplemental Agreement or the National Master United Parcel Service Agreement.

ARTICLE VII. JURY DUTY

Section 1. JURY DUTY AND COURT SERVICE

Refer to Article 29, Section 1. Jury Duty, NMUPSA

Section 2. Subpoena

An employee answering a subpoena as a company 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 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.

ARTICLE VIII. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

Section 1. SICK LEAVE

A. Employees with seniority shall accumulate forty (40) hours of sick leave benefits a year, three and one-third (3-1/3) hours per month. Employees with the minimum required hours, at least eight (8), will receive sick pay from the first day of a bona fide illness or injury. Sick leave is not to be paid when employee is receiving normal hourly compensation or is on a holiday or is actually on vacation.

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

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

Employees who have accrued four hundred twenty (420) hours into their sick leave bank shall continue to accrue hours into their sick leave bank on an annual basis and 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 twenty (420) 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.

C Employees who retire from the company 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.

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

E. 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.

F. With prior notification before returning to work, a doctors' slip may be required for all absences of five (5) or more consecutive days.

G. 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.

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.

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.

C. The Company will abide by RCW51.48 in Washington State and all other applicable laws governing 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 their first doctor's visit and every week thereafter. On known long-term workers compensation or disability the frequency of notification shall be at the request of the Business Manager.

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.

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.

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

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

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

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

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

teen (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.

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

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

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

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

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

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

EARNED VACATION WEEKS	PAYMENT OPTION WEEKS
1 or 2	0
3	1
4,5,6	2

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

Section 2. OPTIONAL WEEK

A. EFFECTIVE January 1, 1980, eligible employees have the option of an additional week of vacation or an additional week's pay (forty (40) hours).

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 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) 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.

C. All seniority employees shall be paid for all holidays regardless of when they occur, except holidays falling after sixty (60) continuous days off for sickness or accident.

D. (1) When a holiday falls on Sunday, the next following normal day of work shall be the holiday.

(2) Work performed on holidays shall be compensated at time

and one-half (1-1/2), plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed and, in either case, same shall be celebrated and paid as a holiday.

No employee shall be called to work on a holiday for less than a full day's work.

(3) If a holiday occurs during an employee's vacation, the employee shall receive holiday pay in addition to vacation pay. In these cases, the employee may select an unpaid day by mutual agreement. If a holiday occurs during an employee's sick leave, the employee shall receive holiday pay in lieu of sick leave pay.

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 request is made thirty (30) working days prior to the requested day off. 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. 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.

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).

I. Employees working in a higher classification the week of a holiday shall be paid the higher rate of pay for that holiday.

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.

K. Except as provided in Section 2A, holidays are to be taken within each anniversary year. Those not taken will be paid off in conjunction with the pay period in which the employee's anniversary date occurs.

L. The Company shall grant a minimum of one (1) employee off, for every twenty-five (25) employees or portion thereof, on each respective seniority list(s) (in each center or operation) at a time.

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

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, 2008, 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 eight hundred sixty four dollars and forty-five cents (\$864.45) per month for benefits under "The JC-28 XL Plan," plus options of:

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

(2) Dental - The sum of one hundred seventeen dollars and fifty-four cents (\$117.54) per month for benefits under "Plan A".

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

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

(5) Part-time employees transferring to full-time employment will

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

Section 2.

A. Effective August 1, 2008, 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, 2008 the sum of sixty four dollars and eighty-five cents (\$64.85) per month and effective January 1, 2009 and each January thereafter the premium shall be increased by an additional ten dollars (\$10.00) per month per year of this agreement for benefits under “RWT PLUS” 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.

Section 3.

A. Payments required under the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, the Employer shall furnish copies of transmittals pertaining to benefits.

B. If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency, if claims would have been covered but for the delinquency. If delinquent, Employer may be

notified by Union and thereafter, shall have five (5) days to correct delinquency. If payment is not made by end of five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

C. The Health and Welfare Trust Agreement is, by this reference, incorporated herein and deemed a part hereof as though fully set forth. The Retirees' Health & Welfare Trust Agreement is, by this reference, incorporated herein as though fully set forth. The Employer agrees to abide by the terms of any successor Trusts.

D. The Employer agrees to execute the necessary Trust forms and maintain above benefits, and new benefits, consistent with uniform Trust directives.

E. The Employer will provide health and welfare coverage for part-timers equal to the health and welfare benefits in this Agreement except time loss benefits.

ARTICLE XIII. PENSION

Section 1.

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

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

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

C. Full-time employees who qualify for worker's compensation, state disability compensation or short term disability under their respective health and welfare plan shall have pension contributions

remitted on their behalf for a maximum of three (3) months in a calendar year. Such contributions shall be remitted for a period(s) of absence immediately following contributions for active employment. It is understood that contributions for employees on probation shall be paid at the \$0.10 rate for a period not longer than ninety (90) calendar days from an employee's hire date.

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

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

Section 2.

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

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

ARTICLE XIV. SAVINGS

A. EFFECTIVE August 1, 2008, based on July hours, UPS shall make contributions at the rate of ten cents (\$.10) per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of all employees covered by this agreement, beginning on the earlier of the employee's achievement of seniority or the employee's completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve

(12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall contribute the first two thousand and eighty (2080) hours per year for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month.

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

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

ARTICLE XV. LEGAL SERVICES TRUST FUND

A. The Employer agrees to pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of twenty five dollars and ninety-five cents (\$25.95) per month on all eligible full-time seniority employees and based on prior months' hours UPS shall pay into the Western Conference of Teamsters Legal Service Trust Fund the sum of fifteen cents (\$.15*) per compensable hour up to a maximum twenty five dollars and ninety-five cents (\$25.95) per month for each seniority part-time employee. The total amount due for each calendar month shall be remitted in a lump sum not later 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 XVI. NEW CUSTOMER COUNTER CLERKS AS OF NOV. 19, 1998

EMPLOYEES COVERED

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

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

SENIORITY

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

The seniority date for those effected Customer Counter Clerks who were on the payroll and a United Parcel Service employee on November 19, 1998 shall have their seniority date be retroactive to

December 5, 1995 or their actual date of hire, whichever is more recent. This language applies to these Locals of JC #28: Locals #174, 313, 589, 690 and the Local 252 locations formerly represented by Local 378.

The seniority date for those effected Customer Counter Clerks who were on the payroll and a United Parcel Service employee on November 19, 1998 shall have their seniority date be retroactive to November 19, 1998.

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

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

Seniority for all contractual purposes will be the date applicable in #1 a b or c above, except as provided in # 5 below.

Vacation accrual for those effected Customer Counter Clerks will be their original hire date at United Parcel Service. For the vacation period of 2000, all effected Customer Counter Clerks will receive those weeks of vacation they would have received as a Customer Counter Associate. For the remainder of the current collective bargaining agreement, those effected Customer Counter Clerks will receive the number of weeks from Article IX of the United Parcel Service Joint Council of Teamsters No. 28 Rider or Article 6 of the Sort Addendum.

The scheduling of vacations for the Customer Counter Clerks will be determined by their area practice.

Only for the purpose of bidding Article 22.3 full-time inside jobs or if displacement occurs these Customer Counter Clerks will be allowed to utilize their Company hire date.

WAGES AND BENEFITS

1. All affected Customer Counter Clerks shall be “red circled” at their currently hourly rate.

2. (a) All Part-Time Customer Counter Clerks, in addition to their “red circle” hourly rate will receive the general wage increases as outlined in Article 22, Section 5, Item A of the National Master United Parcel Service Agreement. All Full-Time Customer Counter Clerks, in addition to their “Red Circle” hourly rate will receive the general wage increases as outlined in Article 41, Section 1, of the National Master United Parcel Service Agreement.

(b) All Customer Counter Clerks hired after November 19, 1998 will be paid in accordance with Article 22, Section 5, Item B of the National Master United Parcel Service Agreement. Western Conference of Teamsters pension contributions and savings account in Article 9 of the JC 28 Sort Addendum for these effected Customer Counter Clerks will begin on November 19, 1998 or date of hire as a UPS employee for those hired after November 19, 1998.

The Company will waive all preexisting waiting periods providing the effected Customer Counter Clerks qualify for Health & Welfare coverage from the current plan to the new plan in the current Collective Bargaining Agreement.

5. All Part-time Customer Counter Clerks are to be classified and paid as all others, as outlined in Article 22 of the National Master United Parcel Service Agreement. All Full-time Customer Counter Clerks are to be paid as outlined in Article 41 of the National Master United Parcel Service Agreement.

ARTICLE XVII. CLASSIFICATIONS SCALE OF WAGES

Section 1. FULL TIME EMPLOYEES

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

EFFECTIVE AUGUST 1, 2008

HOURLY

Drivers, Feeders (Tractor Trailer)	\$28.955	Increases to these rates are reflected in each Sub-Section
Drivers, Package	\$28.73	
Car Washers (All Shifts)	\$25.95	

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

Section 2.

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

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

PACKAGE DRIVER

Refer to Article 41 of the National Master Agreement.

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	8-1-07	8-1-08	8-1-09	8-1-10	8-1-11	8-1-12
	\$18.55	\$19.11	\$19.68	\$20.27	\$20.88	\$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

		Start	Seniority	Date of Sen. Plus 1 Year Rate	Date of Sen. Plus 24 Months Rate	Date of Sen. Plus 36 Months Top Rate
EFFECTIVE	8/1/08	\$16.04	\$17.19	\$18.39	\$20.69	Top Rate
	8/1/09	16.04	\$17.19	\$18.39	\$20.69	Top Rate
	8/1/10	16.04	\$17.19	\$18.39	\$20.69	Top Rate
	8/1/11	16.04	\$17.19	\$18.39	\$20.69	Top Rate
	8/1/12	16.04	\$17.19	\$18.39	\$20.69	Top Rate

*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.

FOR THE EMPLOYER

UNITED PARCEL SERVICE, INC.

BY: Arthur Nwokeuku, UPS District Manager

BY: Matt Capozzoli, Labor Relations Manager

FOR THE UNION

JOINT COUNCIL OF TEAMSTERS NO.28

BY: Larry Nickell, Joint Council 28 UPS Division Director
Chairman, Union Negotiating Committee

BY: Rick Hicks, S.T. Local 174
Co-Chairman, Union Negotiating Committee

FOR AND ON BEHALF OF LOCALS LISTED

TEAMSTERS LOCAL
UNION NO. 38
Everett, Washington
Steven C. Chandler,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 313
Tacoma, Washington
John Emrick,
Secretary-Treasurer

TEAMSTER LOCAL
UNION NO. 58
Longview, Washington
John F. Silva,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 589
Port Angeles, Washington
Kenneth P. Troup,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 174
Seattle, Washington
Rick Hicks,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 690
Spokane, Washington
Justin (Buck) Holliday,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 231
Bellingham, Washington
Charles W. Eggert,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 252
Centralia, Washington
Mike Mauerman,
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 760
Yakima, Washington
John Parks
Secretary-Treasurer

TEAMSTERS LOCAL
UNION NO. 839
Pasco, Washington
Robert C. Hawks,
Secretary-Treasurer

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

to the

**JOINT COUNCIL OF TEAMSTERS
NO. 28 RIDER**

between

**TEAMSTER LOCAL UNION NOS.
38, 58, 174, 231, 252, 313, 589, 690, 760
and 839**

and

UNITED PARCEL SERVICE

**For The Period December 19, 2007
thru July 31, 2013**

**UNITED PARCEL SERVICE—JOINT COUNCIL
OF TEAMSTERS #28
SORT ADDENDUM**

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

to the

**JOINT COUNCIL OF TEAMSTERS NO. 28
RIDER**

BETWEEN

**TEAMSTER LOCAL UNION NOS.
38, 58, 174, 231, 252, 313, 589, 690,
760, and 839**

AND

UNITED PARCEL SERVICE

**For the Period:
December 19, 2007 through July 31, 2013**

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

By the execution of this Sort Addendum to the Rider Agreement to the Western Region Supplemental Agreement and to the NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT on the part of the Employer shall cover all operations of the Employer in Joint Council No. 28 which includes the following Local Unions: Nos. 38, 58, 174, 231, 252, 313, 589, 690, 760 & 839.

ARTICLE 1. PARTIES TO THE ADDENDUM

Section 1. OPERATIONS COVERED

The execution of this Addendum on the part of the Employer shall cover all part-time employees of the Employer in the bargaining unit at any centers, new centers, buildings, and any other operations of the Employer within the jurisdiction of the Local Unions signatory to this Sort Addendum as determined or may be determined by the International Brotherhood of Teamsters, with regard to wages, hours and other conditions of employment.

Section 2. EMPLOYEES COVERED

Employees covered by this agreement shall be construed to mean Sorters, Pre-Loaders, Clerks, Car Washers and all other Inside Employees working in classifications set forth in the Wage Schedule of this Addendum or any other classification mutually agreed on by the parties during the life of this Agreement.

ARTICLE 2. HOURS OF WORK

Section 1. REGULAR PART-TIME

A. Regular part-time employees reporting to work shall be guaranteed a minimum of three and one-half (3.5) hours pay or work. Should any such employee work more than five (5) hours in any one (1) day, they shall receive time and one-half (1-1/2) for all hours worked beyond the fifth (5th) hour.

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

C. All part-time employees will be allowed a ten (10) minute paid rest period, to begin when the employee leaves the work area and end when the employee returns to the work area. This rest period will normally be scheduled in the middle of each shift. Should a part-time employee work more than six (6) hours in a day they shall

also be entitled to a one-half (1/2) hour unpaid lunch period. Employees that work seven (7) hours are entitled to an additional ten (10) minute paid break which may be scheduled during the seventh (7th) hour of work. Employees shall be entitled to a third ten minute paid rest break no later than three (3) hours after the second rest break.

D. Regular part-time employees shall receive the pay rate of the job being performed; provided, however, that if such employee works at a higher rated job for more than one (1) hour in any one (1) shift, they shall receive the higher rate for all work performed during that shift.

E. When a part-time employee is assigned drivers work, they shall receive the utility driver's rate of pay, except as provided in Article 4, Section 1, E. When used as a utility driver, overtime will be paid after eight (8) combined hours of work. A minimum one-half (1/2) hour break will be offered between part-time work and utility work.

F. Overtime shall be computed and paid for actual time worked. No pyramiding.

G. Part-time employees are required to have eight (8) hours of unpaid or non-work hours in each twenty-four (24) hour period or day. This provision will not apply during October, November and December.

Section 2. NEW HIRES

A. All newly hired part-time employees shall be compensated at the applicable hourly rate while attending "new employees orientation." Such time shall count towards seniority.

Section 3. AIR OPERATION EMPLOYEES

Employees involved in Next Day Air Operations shall be covered under the same conditions as all other employees, with the following exceptions:

(1) The company shall notify Next Day Air employees at least one (1) hour ahead of normal starting time. In the event, subsequent to the first notification of change of starting time, if another change is

necessary, the Next Day Air employees starting time for pay purposes shall be that of initial changed starting time, except for inclement weather conditions.

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) 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 |

B. Operating Center Seniority shall control except as otherwise provided in the Rider or this Addendum. Employees shall work off separate seniority lists for each operating center under this Agreement.

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

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

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

D. Extra employees without seniority shall not work an overtime shift when regulars are available. This includes Saturday, Sunday and Holiday work.

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

F. Employees failing to call or report to work as scheduled will be given seventy-two (72) hour notice to their last known address or by a verified telephone call exclusive of Saturday, Sunday or Holidays. If the employee fails to report to work within the seventy-two (72) hours, a notice by registered mail, or certified mail will be sent to the employee and the Union removing them from the seniority list, thus terminating their employment.

G. An employee disabled due to illness, disease/or injury shall not lose seniority for three (3) years from date of disability. Also the reasonableness of continuing such seniority may be arbitrated should same extend beyond three (3) years.

Section 5. 22.3/40 FULL-TIME COMBINATION JOBS

Refer to Article I Section 9 of the JC 28 Rider

ARTICLE 3. PART-TIME TO FULL-TIME

Section 1.

A. Part-time employees moving to full-time employment shall receive one-half (1/2) of their part-time seniority for their vacation benefits only. They will be allowed time off for vacation during their first (1st) year of driving by mutual agreement.

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

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

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

(3) All jobs will be posted with a description of the workday, work-week, 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 (1-1/2) beyond eight (8) hours.

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.

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.

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

D. If an individual works as a utility driver and is released from duty, after or prior to their regularly scheduled hours of work, (with a minimum of 1/2 hour break in between), they shall be paid the utility drivers rate for hours worked as a utility driver and their regular rate for hours worked on their normal assignment.

E. No part-time employee receiving a higher rate of pay shall suffer a reduction in hourly rate as a result of being used as a utility driver.

F. Part-time employees disqualified from full-time driving and utility drivers disqualified from utility driving for serious avoidable accidents, serious and bona fide customer complaints, or serious service problems may be disqualified from utility work for six (6) months from the date they were disqualified.

ARTICLE 5. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

Section 1. SICK LEAVE

A. Employees with seniority shall accumulate twenty (20) hours of sick leave benefits a year, one and two-thirds (1.66) hours per month. Employees with the minimum accrued hours, at least four (4), will receive sick pay from the first day off of a bona fide illness or injury. Sick leave is not to be paid when employee is receiving normal hourly compensation or is on a holiday or is actually on vacation. With prior notification before returning to work, a note from a Doctor may be required for absences of five (5) or more days.

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

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

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

C. Employees who retire from the company 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.

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

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

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

G. 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.

Section 2. WORKERS' COMPENSATION

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

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.

Section 3. NOTIFICATION TO THE COMPANY

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

B. Employees requesting parental leave of absence must do so in writing.

ARTICLE 6. VACATIONS

Section 1.

As contained in the Rider with the following exception:

A. All vacations shall be based on twenty (20) hours pay for weeks earned.

B. All regular part-time employees with two (2) or more years of service may elect to convert one week of their earned vacation into an Optional Week for a total of two (2) Option weeks to be used as provided under Article IX, Section 2 of the JC28 Rider.

ARTICLE 7. HOLIDAYS

Section 1.

As contained in the rider, with the following exception:

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

ARTICLE 8. PENSION

Section 1.

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

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

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

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

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

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

Section 2.

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

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

ARTICLE 9. SAVINGS

A. EFFECTIVE August 1, 2008, on July hours, UPS shall make contributions at the rate of forty cents (\$.40) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees covered by this agreement beginning on the earlier of the employee's achievement of seniority or the employee's completion

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

UPS acknowledges that it has received a true copy of the Trust documents and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by the Trustees of said trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours.

ARTICLE 10. LEGAL SERVICES TRUST FUND

As contained in the rider.

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

Section 1.

Eligibility requirements are same as contained in the rider.

Section 2.

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

Part-time employees who retire will be covered under the provisions of the UPS Retirees Insurance Plan equal to the Washington Teamsters Retirees Welfare Trust, Plan RWT-PLUS.

Section 3.

Upon request of the Union, the Company shall provide complete and current plan descriptions of the UPS Health and Welfare benefits provided to part-time employees for the purpose of verifying compliance with this Article.

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.

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

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

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

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

Section 2.

(1) All part-time employees hired prior to July 2, 1982, shall be red

circled at their current rate of pay and shall receive contractual wage increases 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	8-07	8-08	2-09	8-09	2-10	8-10	2-11	8-11	2-12	8-12	2-13
SHIFTERS & UTILITY DRIVERS	\$19.73	GWI	GWI	GWI	GWI	GWI	GWI	GWI	GWI	GWI	GWI
EXCEPTIONS:											

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

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

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

B. PART-TIME AIR DRIVERS

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

C. PACKAGE HELPERS

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.

	EFFECTIVE
PEAK SEASON	8-1-2002
RATE	\$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 October for interested employees. Company seniority will be considered in assignments. The rate of pay shall be eleven dollars (\$11.00) per hour. Helpers shall be guaranteed a minimum of three and one-half (3-1/2) hours work or pay, and shall be paid at time and one half (1-1/2) after eight hours of straight paid hours worked in a day including the employee's regular part-time shift hours.

D. Additional Benefits

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

Date: _____ Date: _____

Matt Capozzoli,
Labor Relations Manager

Larry Nickell, Joint Council 28
Director, UPS Division