

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

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

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

**AND
UNITED PARCEL SERVICE
For The Period
August 1, 2023 through July 31, 2028**

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.



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

**Term of Agreement
August 1, 2023 through July 31, 2028**

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

ARTICLE 2. HOURS OF WORK

Section 1. REGULAR PART-TIME

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

the fifth (5th) hour. The regular scheduled workday shall consist of three and one-half (3-1/2) consecutive hours and the regular scheduled work week shall consist of five (5) consecutive days Monday through Friday or Tuesday through Saturday; provided however, when operating needs require the establishment of a Sunday sort, the Employer may implement a Sunday through Thursday work week.

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 but in no event shall the rest period commence later than the third (3rd) hour of the shift.

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

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

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 Employer 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 thirty (30) calendar days.

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. In making such employee assignments the Employer recommit to the recognition of seniority in the everyday operation of the business. 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 Employer will use the appropriate list to fill the required positions. The employee must be qualified for the available work and double shift employees shall have seniority amongst themselves.

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

or bidding process within Joint Council 28 with the approval, by majority vote, of the members affected.

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.

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

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

E. All employees with seniority standing shall be given an opportunity for preferential job assignment.

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

Seniority part-time employees shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: preload, sorter, clerical, irregular train, designated responder, carwasher, loader and unloader.

Seniority part-time employees may select permanent vacancies and new permanent jobs on any shift in the same building in all months except December including preferred jobs on their own or another shift. Such preferred jobs shall include, but not be limited to, part-time jobs such as; preload, sorter, clerical, irregular train, hazmat first responder, carwasher, loader and unloader.

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

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

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

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

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

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

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year.

Employees on approved leave shall not be deprived of their seniority selection rights.

The successful selector shall be assigned within five (5) days of the completion of the selection process.

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 Holi-

days. 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. TRAINING

A. The Union and Employer agree that the function of supervisors is the supervision of employees. Supervisors are not to perform the work of employees they supervise.

When training new employees the following shall apply:

1. When training a preloader, a preload work area is defined as the set of cars a seniority employee loads.
2. The training supervisor may train with new employees for their first three (3) days.
3. Said training will be a one-time event.
4. All training defined under this Section shall be communicated to the Shop Steward prior to commencing training.

When training an unqualified seniority employee the following shall apply:

1. The training supervisor may train an unqualified seniority employee for one (1) day.
2. Said training will be a one-time event.
3. All training defined under this Section shall be communicated to the Shop Steward prior to commencing training.

Cross training of a previously trained employee will require that the supervisor train by demonstration while the employee observes, or while the supervisor observes and gives instructions while the employee works to the methods. The Employer will have the right to monitor and inspect the employees' work.

Section 6. 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 shall be given an opportunity in seniority order. In the event no regular part-time employee accepts the opportunity and there is still a need to fill a full-time position, pre-seniority part-time employees may be afforded such opportunity.

(1) Part-time employees in the Spokane Airport facility will be afforded the opportunity to be promoted to a full-time position in the Spokane hub using their company seniority date.

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

(3) All jobs will be posted with a description of the workday, 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 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).

E. 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 Employer's Full-Time Orientation. This time does count towards full-time seniority and full-time benefits and is paid at the employee's straight time rate of pay for the first eight (8) hours and time and one-half (1-1/2) beyond eight (8) hours.

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

ARTICLE 4. UTILITY DRIVERS

Section 1. UTILITY DRIVERS

A. It is agreed that package operations may utilize utility drivers. The Company will post a list on a quarterly basis for regular part-

time employees (in order of seniority) who desire to be utilized as a utility driver. Those part-time employees who successfully meet the qualification standards for utility drivers, shall be placed on the building utility driver list by area practice and will be dispatched by the most senior utility driver qualified to deliver or pick up by area knowledge. If judged to be not qualified by area knowledge the Employer will at its earliest opportunity provide training to qualify the employee in the area knowledge needed.

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

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

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

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

B. 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 scheduled the Friday prior to the week of as a utility driver there shall be a guarantee of eight (8) consecutive hours of work or pay if reporting to work pursuant to the posted start time for utility work, excluding their lunch break.

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

D. Utility drivers who work as a utility driver for three (3) or more days during the week of a Holiday shall receive eight (8) hours of Holiday pay for each Holiday of that workweek at the utility drivers rate of pay that week.

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. In addition, part-time employees who fail to qualify as a utility driver during their thirty (30) day trial period shall not have an opportunity to qualify again for a six (6) month period.

G. During the months of November and December, a utility driver may be assigned to a peak route that is mutually agreed to by the parties. Utility drivers who commit to drive during this period will relinquish their part-time position for the duration of this period and shall be guaranteed eight (8) hours per day when reporting pursuant to instructions. In the event there is no work on a particular day or days, the Employer will notify the affected employee in advance of reporting and the employee shall be allowed to return to their regular part-time position. If the employee's regular assignment is the preload and the Employer fails to notify the employee in a reasonable period of time that enables the employee to report to the sort the employee has not forfeited their daily part-time guarantee.

Two (2) utility drivers per Center will be guaranteed work under this Section prior to utilizing peak season drivers. At the Employer's discretion additional utility drivers shall be offered work during this period.

ARTICLE 5. SICK LEAVE, WORKERS COMPENSATION AND DISABILITY

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

Section 1. SICK LEAVE

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

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

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

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.

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.

B. Effective December 31, 2023, a new “safe and sick leave bank” will be established for each employee. The new bank will consist of their existing Paid Sick Leave bank or their contractual bank, whichever is greater. Unused sick leave shall accumulate up to four hundred twenty (420) hours into 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 in increments consistent with the Employer’s payroll system and practices.

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

C. 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.

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 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 at the employee's option.

B. Sick leave benefits will be paid for the first day off for an "on the job injury" to be coordinated with workers compensation benefits at the employee's option.

Section 3. NOTIFICATION TO THE EMPLOYER

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

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

ARTICLE 6. VACATIONS

Section 1.

As contained in the Rider with the following exception:

A. All vacations shall be based on twenty-two and one-half (22.5) 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.

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 employ-

ment. 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 achieve-

ment 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.

(a) Part-time employees will continue to be covered by the Teamsters Western Region & Local 177 Health Care Plan, under the terms set forth in Article 34 of the National Master Agreement.

(b) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the Teamsters Western Region & Local 177 Health Care Plan.

(c) [Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement].

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

Refer to Article XVI of the JC 28 Rider

**ARTICLE 13. CLASSIFICATIONS
SCALE OF WAGES**

Section 1.

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

	Current	8/23	8/24	8/25	8/26	8/27
Preload/Sorter	\$42.73	\$45.48	\$46.23	\$46.98	\$47.98	\$50.23
Loader/Unloader	\$41.65	\$44.40	\$45.15	\$45.90	\$46.90	\$49.15

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. RATES OF PAY

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

EXCEPTIONS:

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

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

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

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

B. PART-TIME AIR DRIVERS

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

C. PACKAGE HELPERS

Part-time Package Helpers hired or employed by or between November 1 and January 15, may be used as needed after all regular part-time employees have been offered Package Helper work or are already assigned as a Package Helper that day. Any seniority em-

ployee who works as a Package Helper during November 1 and January 15 of each year and who subsequently does not protect their current assignment shall be ineligible to work as a Package Helper for the remainder of that period. They will be guaranteed three and one-half (3-1/2) hours work and will be paid at time and one-half (1.5) after eight (8) hours of straight time paid in any day including the employee's regular shift hours and will be paid at the starting wage rate as defined in Article 22, Section 5 of the NMUPS Agreement or their current rate, whichever is greater. All days worked as a package helper shall be counted towards part-time probation.

A sign-up sheet shall be posted during the first week of October for interested employees to designate their availability to work as a Helper for November 1st thru January 15th.

Company seniority shall be used to determine the order of work but not the assignments as long as the regular part-time employee is available to cover their primary job assignment.

D. Additional Benefits

The Employer 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: _____

Chris Rowland
UPS District Labor
Relations Manager
Northwest District

Rick Hicks
President, Joint Council 28