

**Upstate/West New York**  
**and**  
**United Parcel Service**  
**Rider**  
**to the**  
**NATIONAL MASTER**  
**UNITED PARCEL SERVICE**  
**AGREEMENT**

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



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**Teamsters  
Upstate/West New York  
Local Rider**

**UNITED PARCEL SERVICE  
Supplemental Agreement**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE AGREEMENT**

**For the period December 19, 2007  
Thru July 31, 2013**

**UPSTATE/WEST NEW YORK DISTRICTS  
OF UNITED PARCEL SERVICE, INC.**

**AND**

**NEW YORK STATE TEAMSTERS  
JOINT FREIGHT DIVISION  
PARCEL AGREEMENT**

**For the period December 19, 2007  
to July 31, 2013**

EMBRACING THE JURISDICTION OF:

Local Union 118 - Rochester, New York  
Local Union 182 - Utica, New York  
Local Union 294 - Albany, New York  
Local Union 317 - Syracuse, New York  
Local Union 449 - Buffalo, New York  
Local Union 529 - Elmira, New York  
Local Union 264A - Falconer, New York  
Local Union 687 - Watertown, New York  
Local Union 693 - Binghamton, New York

This Supplement to the National Master United Parcel Service Agreement shall apply to all United Parcel Service employees working in the classification set forth in the Wage Schedule and within the jurisdiction of LOCAL 118, 182, 294, 317, 449, 529, 264A, 687, and 693. Except as provided herein, the provisions of the National Master United Parcel Agreement shall prevail.

NEGOTIATING COMMITTEE

For the Employees:

NEW YORK STATE TEAMSTERS  
UNITED PARCEL SERVICE  
UPSTATE/WEST NEW YORK DISTRICTS  
NEGOTIATING COMMITTEE

Frank E Kearney, Chairman  
Gene DeLorme, Co Chairman

Brad Haag	Brian Hammond
Tim Hogan	John Pekoff
Kevin Hunter	Ron Hill
Ken Nelligan	George Harrigan
John Farwell	Roberta Dunker
Ron Lucas	

UNITED PARCEL SERVICE  
UPSTATE/WEST NEW YORK DISTRICTS  
NEGOTIATING COMMITTEE

Lindsay Marshall, Chairman

Tim Eckert	Karl Pratt
Lola Delans	Larry MacArthur

In Memory of Chris Poffenbuagh

## **ARTICLE 45 – STEWARDS**

Before discharging a steward, the Employer, in every instance shall take the matter up with the officers of the Union.

Any time spent in a grievance meeting mutually agreed to by the Company official and Union business agent that falls outside of the Union steward's regular working hours shall be paid for by the Company.

## **ARTICLE 46 - ARBITRATION & GRIEVANCE MACHINERY AND UNION LIABILITY**

### **Section 1**

The parties to the agreement agree to meet within thirty (30) days of ratification of this contract, to establish rules and procedures for an Upstate/West New York Suspension and Discharge Panel. Upon mutual agreement of the parties regarding rules and procedures, the panel will become effective January 1, 1998. Failure by parties to reach mutual agreement regarding rules and procedures within thirty (30) days after the above mentioned meeting will result in the existing language in contract Article 46: Arbitration & Grievance Machinery and Union Liability remaining in effect. The parties also agree to review and make necessary changes to Article 46: Arbitration & Grievance Machinery and Union Liability, in the Supplemental Agreement to reflect the establishment of a Suspension and Discharge Panel.

A. Any employee having a grievance with the Employer must submit said grievance in writing to the Union no later than ten (10) days from the date of grievance. Failing to do so, said grievance or complaint shall be dismissed, except where Union Officials feel that the violation is detrimental to other members of the Local Union, the ten (10) day limitation shall not apply.

Any grievance brought to the attention of either party, by recognized representatives of either the Employer or the Union, will be entered into and discussed by both parties.



B. With the exception of discharge or suspension, in the event the parties cannot reach a mutually satisfactory agreement within seven (7) days after the matter is brought to the attention of either party, the matter shall be immediately submitted by either party, to a co-chair committee for settlement, and failing resolution there, to arbitration as provided herein.

Any and all disputes and controversies arising under or in connection with Articles listed in Section 1 of this Article or in connection with or relating to the application or interpretation of any of the terms or provisions thereof or in respect to anything not expressly provided but germane to the subject matter of such Articles, which the representatives of the Employer and the Union have been unable to adjust may, by mutual Agreement between the Union and the Employer, be submitted for arbitration to the NYS Board of Mediation provided, however, that the NYS Board of Mediation may assign any one of the staff Arbitrators on the basis of convenience of location or otherwise, or any arbitrator mutually agreed to between the Local Union and the Employer.

The decision of said arbitrator shall be final and binding on all parties. The arbitrator shall make no rules or render any decisions which conflict with the provisions of this Agreement.

C. The Union agrees that it shall not cause or permit its members to cause strikes of any kind, stoppages or any other interference with any of the operations of the Company during the term of this Agreement, so long as the Company abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrator as provided in this Agreement. The Company agrees that there shall be no lockout during the term of this Agreement, so long as the Union abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrator as provided in this Agreement.

## **Section 2**

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's author-

ized representatives who will deal with the Company, make commitments for the Union generally, and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, picketing or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work, mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walk-out, picketing, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

It is further agreed and understood that the New York State Teamsters Joint Council Freight Division shall not be liable for any strike, breach, or default in violation of the Agreement, unless the act is expressly authorized by its Executive Board. A properly designated officer of the New York State Teamsters Joint Council Freight Division shall, within twenty-four (24) hours after request is made to the secretary of the New York State Teamsters Joint Council Freight Division, declare and advise the party making such request, by telegram, whether the council has authorized any strike or stoppage of work. The NYST JC Freight Division shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the NYST JC Freight Division to authorize a strike by a Local Union hall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

### **Section 3**

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of its contributions to the Health and Welfare or Pension Fund, or funds, created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

### **Section 4**

All monetary grievances that have been resolved either by decision or through settlement and approved by the District Labor Relations Manager shall be paid within twenty (20) days of such approval. If the Employer fails to pay a monetary grievance in accordance with this section, the Employer shall pay to the grievant an amount equal to one-half of the grievant's daily guarantee. Upon request the Employer will provide the Local Union a verification of grievance payments.

## **ARTICLE 47 – ABSENCE**

### **Section 1 - Time Off for Union Activities**

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to engage in any official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men/women affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## **Section 2 - Leave of Absence**

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods, but not to exceed a total of six (6) months. Permission for extension must be secured from both the Local Union and the Employer. During the periods of absence, the employee shall not engage in employment, except where previously agreed upon between management and the Union due to extenuating circumstances. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven illness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare or Pension payments before the leave may be approved by either Local Union or Employer.

## **ARTICLE 48 - PROTECTION OF RIGHTS -GRIEVANCES**

Within five (5) working days of filing a grievance, claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

## **ARTICLE 49 - RESERVED**

## **ARTICLE 50 - PAY PERIOD**

### **Section 1**

The Employer will make all possible effort to have employees' checks available Thursday of each week, but no later than Friday. Any proven shortage in pay, addressed with management prior to the end of the current pay period will be made up in the following week's paycheck. Proven shortages addressed after the current pay period and prior to the close of the next scheduled pay period will be made up in the next scheduled pay check. If the Employer does

not comply with this clause, all claims shall be paid at the rate of double the amount due.

When employees' paychecks are not honored on more than one (1) occasion, then the Union may demand that payrolls be made in cash or certified check. When the regular payday occurs on a holiday, the Employer shall pay the employees on the regular workday immediately preceding the holiday.

"Year to date" earnings will be included on paycheck.

Any overpayment of the Employer to any employee will be deducted at the rate the overpayment was made.

## **Section 2**

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable CREDIT UNION once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction for those weeks during which the employees' earnings shall be less than the amount authorized for deduction.

Credit Union deductions shall be transmitted from UPS to Credit Unions within one business day, available Thursday, not later than Friday.

## **ARTICLE 51 - JURISDICTIONAL DISPUTES**

Feeder drivers shall load, unload, sort and do yard work as directed, irrespective of domicile.

## **ARTICLE 52 - SANITARY CONDITIONS**

The Employer must provide and maintain adequate facilities for employees at the Center or hub during lunch periods, including drinking fountains and rest rooms.

## **ARTICLE 53 - PAID-FOR TIME**

### **Section 1 – General**

All drivers shall be paid from the time they are told to report and do report for work until they return to their home center and punch out, except when a driver is required to put up for the night outside his/her home center. In such case, he/she shall be given ten dollars (\$10.00) for expenses, plus meals and room and his/her time shall cease from the time he/she puts up, except in no case shall he/she be paid for less than his/her regular guaranteed hours per day, and shall begin again at his/her regular time the next day. This provision shall continue to apply should he/she be held out more than one (1) day, with the exception of Sunday, when he/she shall check out on Saturday night and shall be paid traveling time and car fare to his/her home terminal. If he/she is ordered to remain with his/her vehicle over Sunday, the Sunday rate of pay shall apply.

### **Section 2 - Call-in Time**

Employees called in to work shall be allowed sufficient time, not to exceed one (1) hour without pay to get to the garage or center and shall draw full pay from the time they report or register in as ordered. All employees shall have a set reporting time for duty. In the event of start time changes of more then twenty (20) minutes, from the original set reporting time, employees in the hub, preload and delivery centers shall be given three (3) calendar day's notice. Start time changes of twenty (20) minutes or less shall require that employees be given written notification prior to the end of their previous shift. This provision cannot be applied for selective employees and pertains to the specific classifications referenced in their entirety. If called and not put to work, regular employees shall be guaranteed eight (8) hours pay at the rate specified in this Agreement for their classification of work. If any employees are put to work, they shall be guaranteed a minimum of eight (8) hours work per day, except Saturday and Sundays, when he/she shall be guaranteed four (4) hours work.

If all regular employees of a classification are requested to work on a Saturday, and those reporting are put to work on a Saturday, the

Employer may hire extra employees at straight time hourly rate with a minimum of four (4) hours and shall pay time and one-half (1 1/2) for hours worked in excess of eight (8) hours.

If there is a change in the starting time, prior to the beginning of the shift, the part-time employees shall be guaranteed three (3) hours from the originally scheduled starting time. Any other changes in starting times will comply with the three (3) calendar day notice. The employer will not allow employees to work prior to their start time without appropriate compensation and supervisor approval.

### **Section 3 - Fines and Waiting Time**

In the event a driver is arrested with an overload, the Employer shall pay all fines plus all waiting time, except that waiting time will not be paid when the driver knowingly of his/her own volition and without knowledge of the Employer overloaded his/her truck.

### **Section 4 -Emergency Conditions**

In cases where severe snowstorms, acts of God, or other unforeseen catastrophes disrupt the operations of the Employer, the daily and weekly guarantees shall not apply provided the Employer notifies the employees in advance not to report for work. Where the Employer fails to notify the employees not to report, employees reporting for work shall receive their contractual guarantee. The company shall notify the Local Union as soon as practicable upon invoking the language in this section. Any dispute over what constitutes a snow emergency, an act of God, or other unforeseen catastrophes shall be submitted to the Joint State Committee.

## **ARTICLE 54 – COMPETITION**

### **Section 1**

In order to allow the Employer to compete with all other competitors, and thereby protect and increase the number of bargaining unit jobs created by that competition, it is agreed that notwithstanding the preceding paragraphs of this Article, or any other Article in this Agreement:

A. The Employer may use substitute means of transportation (airplane, helicopter, ship or rail) in its Feeder Operations subject only

to the restriction that no employee on the Employer's payroll as of August 1, 1987, is laid off as a direct result of the institution of these alternative means.

B. For the purpose of preserving work for the employees covered by this Agreement, the Employer may not subcontract delivery driving, hub or center sorting, hub or center loading and unloading.

C. However, the Employer may subcontract other work provided that no full-time seniority employee performing this work is laid off as a direct result of the subcontracting. Dropping trailers for customer loading or vendor loading shall not be a violation of this Agreement. (In the event the customer or vendors' packages are ready for loading at the time the trailer is dropped, such loading shall be done by members of the bargaining unit.)

## **Section 2 – Grievance**

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

## **ARTICLE 55 - EQUIPMENT, ACCIDENTS AND REPORTS**

An employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before the end of the employee's shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Copies of the same shall be made available to the employee upon his/her request. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Past practice regarding the use of tachographs in the Upstate/West New York Districts shall prevail.

Steps - All newly purchased or leased equipment and equipment



regularly assigned to delivery work must have steps or other similar device to enable drivers to get in and out of body.

Company agreed that if the truck is designed for air conditioning they will have proper venting.

## **ARTICLE 56 - WORK OF SUPERVISORS**

The work of Supervisors will not include assignment to work normally performed by employees in the bargaining unit, except for the purpose of training and demonstration. Supervisors will not perform employees work until after all reasonable efforts have been exhausted to have the work covered. Reasonable effort shall include calling the Local Union.

Whereby it is understood and agreed that anything in the Collective Bargaining Agreement to the contrary, notwithstanding, where the Local Unions are called pursuant to Article 56, Work of Supervisors, the employees affected will receive the current casual rate for the classification of work they perform.

## **ARTICLE 57 - SENIORITY**

### **Section 1**

A. Seniority rights of employees shall prevail on a Center basis. Seniority shall be broken only by discharge, voluntary quit, or more than a three (3) year layoff. In the event of a layoff, an employee so laid off shall be given ten (10) days notice of recall mailed to his/her last known address by telegram, registered or certified mail. The employee must respond to such notice within three days after receipt thereof, by telegram, registered or certified mail and actually report to work seven days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

A list of employees, arranged in order of their seniority, shall be posted in a conspicuous place at their place of employment. Stewards shall be granted super-seniority for all purposes, including layoff, rehire and job preference if requested by the Local Union

within sixty (60) days after the effective date of this Agreement, but only one steward shall have super-seniority for such purposes. The Local Union and the Employer shall agree on circumstances under which persons who leave classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity may retain seniority rights upon their return to their original unit. In the absence of such express agreement such employees shall lose all seniority rights.

B. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Employees qualifying for a full time package opening shall have a thirty (30) working day trial period after completing orientation and/or training school, not to exceed fifteen (15) days. After working thirty (30) days within any ninety (90) consecutive day period, the employee shall be placed on the regular seniority list and his/her seniority date shall be the 31st day worked within any ninety (90) day period of his/her employment. An employee qualifying for a full-time opening shall not have his/her seniority interrupted during the free period. In the event of discipline within the probationary period, the Employer must notify the Local Union in writing.

Time worked from November 10th through December 31st of each year shall not accrue towards seniority. An employee qualifying for a full time opening shall not have his/her seniority interrupted during the free period. Any employee who is retained after December 31st or recalled within sixty (60) days after December 31st must work thirty (30) days in any ninety (90) consecutive day period commencing with the first day worked after December 31st. However, those employees hired prior to November 10th and retained after December 31st, will retain credit for the number of days worked prior to November 10th. Those days retained will count towards the thirty (30) days worked in any ninety (90) consecutive day period commencing with the first day worked after December 31st. November 10th to December 31st shall not be used in computing the ninety (90) consecutive day period. Those employees shall acquire seniority as of the thirty-first (31st) day worked.

An employee hired prior to November 10th to fill vacancies created by a full-time employee who quits, retires, or is terminated for any reason and who is retained after December 31st or who is recalled within sixty (60) days will retain credit for the number of days worked prior to November 10th and shall acquire seniority as of the thirty-first (31st) day worked.

C. If employees are hired through an employment agency, the Employer is to pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 3, Section (1) (b) and if the employee is retained through the probationary period, the fee need not be paid until their thirty-first (31st) day of employment.

Preference shall be given to employees older in service and in order of their seniority to the extra work available within their classification after he/she has completed his/her day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

Seniority rights of employees shall prevail on a center basis.

This matter was thoroughly discussed between the Union and Company Negotiating Committees and it was agreed the "center" basis meant in this particular case, each building.

## **Section 2**

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

## **Section 3**

Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure.

## **Section 4**

In the event that the Employer absorbs the business of another pri-

vate, contract or common carrier, or cartage business, or is a party to a merger of lines, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the Employer and Unions involved.

Any controversy with respect to such matters shall be submitted to the joint grievance procedure. Such determination shall be made without regard to whether the employees involved are members or not of a Union. If the minimum wage, hour and working conditions in the Company absorbed differ from those minimums set forth in this Agreement, the higher of the two (2) shall remain in effect for the employees so absorbed.

### **Section 5**

In the event a driver loses his/her license because of violation of any laws wholly caused by and with knowledge of the Employer, or any of its representatives etc., it is agreed that the Employer shall pay the driver who lost his/her license his/her full weekly earnings forever after until such time that the driver's license is reinstated. In lieu of this, the Employer may offer such driver, dock or other type work covered by this Agreement, or the Local Freight Agreement, but the driver shall receive the same earnings per week on this work as he/she averaged as a driver for the previous six (6) months exclusive of any expense monies, in which event the driver must accept such work or else lose all benefits covered by this clause. The Employer shall not decrease the number of local employees in his/her employ because of giving such work to a driver who has lost his/her license. "Wholly caused" means the loss of license or time was caused in full by violations while in the employ of the respective Employer and because of the Employer's failure to comply with the law or knowingly allowed the driver to drive equipment in violation of the law.

### **Section 6 - Free Period**

There shall be a free period beginning November 10th and ending December 31st each year. Time worked in the free period shall not count towards the acquisition of seniority. Should any non-senior employee work beyond December 31st and subsequently acquire seniority, his/her seniority date, for all purposes, shall be the date he/she acquires seniority.

## **Section 7 - Reduction in Force**

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

In the event of a layoff of regular full-time employees, the Employer must give the employee being laid off a minimum of three (3) calendar days' notice prior to the beginning of the week or three (3) days' salary. In the event of a layoff, an Employer may recall such laid off employee for less than a full week's work without written notice as required by this Section. These laid off employees may or may not accept such work without loss of any rights in this Agreement.

The three (3) calendar days' notice shall not apply when interruptions or delays in the Employer's operation occur as a result of a Teamster Union strike.

## **Section 8**

When a less senior employee in seniority is called for work ahead of a more senior employee, the more senior employee shall be paid from the same starting time as the less senior employee, except where otherwise agreed, provided the employee notified the Employer of violation as soon as he/she had knowledge of same.

## **Section 9 – Bidding**

A. In cities where bidding on starting times or delivery areas is a practice, a schedule of starting times or delivery areas shall be posted for bid to become effective February 1, 2008. Thereafter, full-time employees will have the right to select starting times or delivery areas from the posted schedule every twenty-four (24) months. Any new permanent part-time shift shall be bid by seniority.

B. Employees shall, in the order of their seniority, have the right to select from the schedule posted provided the employee is qualified to perform the job selected. To effect the bid change, the Employer shall make a minimum of two changes per week in each Center and

each week thereafter until all changes are complete. Such selection will be held until the schedule is posted for bid again except that when a delivery route is permanently split more than 50%, the driver who bid the original route will have the choice of the routes resulting from the split.

C. When an employee bids a specific starting time or delivery area, he/she shall maintain such starting time or delivery area until the schedule is posted for bid again. When a starting time is changed one (1) hour or less, it shall not be considered to be a change of starting time for bidding purposes.

D. During the time between the posting of the schedule, the employees shall have the right to move only into the feeder classification when a vacancy or a new permanent feeder run opens in this classification in the order of their seniority and provided they have been Company qualified. Effective April 1, 1974, employees with a New York State CDL A license who wish to become qualified by the Company as feeder drivers who notify the Company of their intentions before April 1st so that they may become qualified between April 1st to May 15th or notify the Company of their intentions before August 1st so that they may become qualified between August 1st and September 15th. (The qualification shall consist of forty (40) hours of training. The first twenty-four (24) hours to be done on the employee's own time outside of his/her regularly scheduled hours and the last sixteen (16) hours to be paid-for time.) As feeder openings occur, they will be filled in seniority order by the people who have been previously qualified. If an available feeder job is not selected, the Company may assign that job to the most junior qualified man. Any employee assigned to work in the feeder classification may follow his or her seniority when moving into that classification and select any job their seniority allows them to have.

E. A new permanent job shall be considered one that has been in existence for thirty (30) working days except that all jobs added in November and December shall be considered to be temporary jobs. Any job continued beyond January 1st, as a result of increased volume, shall be deemed permanent.

F. In the first year of the two-year bid cycle, no more than one bid

will be made as a result of filling any vacancies and /or new permanent jobs.

In the second year of the two-year bid cycle no more than two bids will be made as a result of filling any vacancies and /or new permanent jobs.

G. Employees do not have the right to select any specific unit, load, sort, area or route, except as specified above.

H. A package driver whose job is abolished may exercise his/her seniority within the feeder, package or any other classification for which he/she is qualified. A feeder driver whose job is abolished may exercise his/her seniority within the feeder classification. The feeder driver who is displaced may exercise his/her seniority to move into a different starting time and must replace the most junior man/woman in the starting time into which he/she is moving. A seniority man/woman whose job is abolished in a specific starting time and who exercises his/her seniority rights to move into a different starting time must replace the most junior man/woman on the starting time into which he/she is moving. If an abolished job is restored the employees originally affected must return to their former bid jobs.

I. Start time and destination to be bid by feeder drivers. If the assigned work day on any feeder run changes more than five (5) hours a week for a period of thirty (30) work days, that particular run will be rebid.

Feeder operation - cover runs will be worked out locally the same as the Syracuse and Albany operation.

J. Except where mutually agreed otherwise, in delivery centers that may bid cover jobs, such cover jobs shall be limited to a maximum of fifteen percent (15%) of the total number of bid routes.

## **ARTICLE 58 - DISCHARGE OR SUSPENSION**

A. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall

give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to any employee before he/she is discharged if the cause of such discharge is dishonesty, or being under the influence of alcoholic beverages, or taking of or being under the influence of non-prescribed drugs or illegal substances during working hours or on Company business or property, or possession of or selling of non-prescribed drugs or illegal substances in Company equipment or on Company premises, or on Company time, or unprovoked physical abuse or bodily harm to a Supervisor or other employee, or negligence resulting in a serious accident while on duty, or the carrying of unauthorized passengers, or failure to report an accident, or punching a time card other than employee's own for the purpose of stealing time.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such an investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within fifteen (15) days from date of discharge or suspension.

If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 46 of this Agreement. There shall be an immediate notification in writing by the company to the officers of the Union and the employee involved for all infractions of the Company rules by the employees. Unless such written notice is given to the officers of the Union and the employee involved within ten (10) days of said infraction, the same shall be considered condoned, but receipt by the Union and the employee of such written notice shall not be construed as to mean that a violation has been committed.

Whereby it is understood and agreed that warning letters should be protested immediately with the understanding that is, in the nine (9) month period following any other action is taken against the



employee pertaining to suspension or discharge, the Union would then have the right to arbitrate the original warning letter(s) to see if they were warranted or not. Based upon that decision, the Union would then argue the suspension and/or discharge.

B. Employees absent from work for three (3) consecutive days without properly notifying the Employer will be considered to have voluntarily quit.

## **ARTICLE 59 - MEAL PERIOD**

All employees shall be entitled to forty-five (45) minutes for lunch. No employee shall go to lunch before he/she has worked three and one-half (3 1/2) hours nor after he/she has worked five and one-half (5 1/2) hours. No employee shall be paid for his/her lunch period unless he/she is instructed to work thru his/her lunch period by his/her Employer. Each employee shall be allowed a ten (10) minute coffee break between the second (2nd) and third (3rd) hours.

## **ARTICLE 60 – VACATIONS**

### **Section 1**

A. Seniority employees, who on December 31st of any calendar year, have worked for the Company one hundred thirty (130) days or more in such calendar year, and have been employed by the Company less than two (2) years shall receive one (1) week vacation with pay. Seniority employees who on December 31st have not worked for the Company one hundred thirty (130) days, but have by July 31st of the succeeding year, for the first time, worked one hundred thirty (130) days shall also receive one (1) week vacation with pay. Thereafter, an employee must have worked one hundred thirty (130) days in the previous calendar year in order to qualify him/her for a vacation in the next calendar year. If he/she worked less than one hundred thirty (130) days, he/she shall be given a pro-rata vacation based on one twelfth (1/12th) of the vacation for which he/she is entitled for each twenty-two (22) days worked in the calendar year. After the first (1st) anniversary, an employee must work at least one (1) day in the next calendar year to qualify for vacation, except for retirement purposes only; and all time paid for, plus any absence up to thirty (30) days due to illness or up to sixty (60) days

due to an occupational injury, shall be counted toward computing the qualifying time required.

B. Seniority employees who on December 31st of any calendar year have been employed by the Company two (2) years or more but less than ten (10) years, shall receive two (2) weeks vacation with pay. Those employees who have not been employed by the Company for two (2) years by any December 31st and whose second (2nd) anniversary of seniority occurs within the following vacation period shall also receive a two (2) week vacation with pay.

C. Seniority employees who on December 31st of any calendar year have been employed by the Company ten (10) years or more shall receive three (3) weeks vacation with pay. Those employees who have not been employed by the Company for ten (10) years on December 31st but whose tenth (10th) anniversary of seniority occurs within the following vacation period shall also receive a three (3) week vacation with pay.

D. Seniority employees who on December 31st of any calendar year have been employed by the Company fifteen (15) years or more shall receive four (4) weeks vacation with pay. Those employees who have not been employed by the Company for fifteen (15) years on December 31st but whose fifteenth (15th) anniversary of seniority occurs within the following vacation period shall also receive a four (4) week vacation with pay.

E. Seniority employees who on December 31st of any calendar year have been employed by the Company twenty (20) years or more shall receive five (5) weeks vacation with pay. Those employees who have not been employed by the Company for twenty (20) years on December 31st but whose twentieth (20th) anniversary of seniority occurs within the following vacation period shall also receive a five (5) week vacation with pay.

F. Effective August 1, 1990, all employees with 25 or more years of seniority shall be entitled to a sixth week of vacation providing they are otherwise eligible. This additional week of vacation will be provided in the next vacation period following ratification of this Agreement.

G. Part-time employees shall receive twenty (20) hours pay for each week of vacation earned following the procedure outlined above.

## **Section 2**

Vacation pay shall be paid employees at the classification at which they worked for the greatest number of days in the six (6) month period prior to their vacations. The vacation period shall be from January 1st through November 30th and December 25th through December 31st. Vacation time shall be assigned at the discretion of the Employer and shall meet with the convenience of the individual employee whenever reasonably possible. For vacation selection only, vacation selection by Center seniority, within the building, classification shall prevail.

Employees shall receive an extra day's pay or extra day off at the option of the employee for any holiday falling within a vacation period. If an employee chooses a day off, it shall be mutually agreed to by Employer and employee.

A. Job classifications subject to hourly rates: Vacation pay shall be forty-five (45) hours pay at the applicable straight time hourly rate for each vacation week, except for part-time employees.

B. For work in two (2) or more job classifications during qualifying period; vacation pay for each vacation week shall be the average weekly wage earned at the straight time, earnings in city or feeder work for the last twenty-six (26) weeks worked immediately preceding the employee's vacation period.

C. Vacation pay shall not be paid in lieu of a vacation period.

## **Section 3**

In the package and feeder driver classification, a minimum of twenty percent (20%) of the bid jobs, exclusive of bid cover jobs, will count towards the total number of employees allowed to take vacations during June, July and August, and fifteen percent (15%) of the bid jobs, exclusive of bid cover jobs, the balance of the year. In all part-time classifications, a minimum of twenty percent (20%) of

employees eligible to take vacation for the vacation period bid, will be allowed to take vacations during June, July and August, and fifteen percent (15%) of employees eligible to take vacation for the vacation period bid the balance of the year.

## **ARTICLE 61 – HOLIDAYS**

### **Section 1**

All seniority employees covered by this Agreement who have more than nine (9) months Seniority who do not work on any of the following holidays:

#### **DECEMBER 31 ST, NEW YEARS DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY,**

shall receive a full day's pay; if required to work they shall receive an additional day's pay. An employee shall not be entitled to holiday pay if he/she has been laid off thirty (30) days or more prior to a holiday, fails to work his/her scheduled day before and after the holidays, or was legitimately fired or quit prior to the holiday week, or was off duty of his/her own volition because of sickness, etc., over thirty (30) days prior to the holiday. Any holiday falling on a Sunday shall be observed on the following day. All employees ordered to work on Sunday shall be paid at the rate of one and one-half (1 1/2). All work performed in excess of regular hours on a holiday or a Sunday shall be double the overtime rate.

There shall be four (4) additional holidays for full-time seniority employees only, known as ROVING HOLIDAYS, each to be mutually agreed upon between the Employer and the individual employee, each calendar year.

### **Section 2**

A newly hired full-time employee, upon gaining seniority, shall be entitled to roving holidays in the following manner: If his/her seniority date is in the first four (4) months of the calendar year, he/she

shall be entitled to four (4) roving holidays in that calendar year; if his/her seniority date is in the second four (4) months of the calendar year, he/she shall be entitled to three (3) roving holidays in that calendar year; if his/her seniority date is in the last four (4) months of the calendar year, he/she shall be entitled to two (2) roving holidays in that calendar year. The above shall only apply during the first (1st) calendar year, or portion thereof, of employment. Thereafter, an employee must have worked one hundred thirty (130) days in the previous calendar year in order to qualify for a roving holiday, except for retirement purposes, in the next calendar year. If he/she worked less than one hundred thirty (130) days, he/she shall be given a pro-rata roving holiday based on one-twelfth (1/12th) of the holidays for which he/she is entitled for each twenty-two (22) days worked in that calendar year. After the first (1st) anniversary, an employee must work at least one (1) day in the next calendar year to qualify for a roving holiday; and all time paid for, plus any absence up to thirty (30) days due to illness or up to sixty (60) days due to an occupational injury, shall be counted toward computing the qualifying time required.

### **Section 3**

Part-time employees will be eligible for roving holidays on their first anniversary of seniority using the schedule in Section 2 of Article 61.

#### **Section 3.1**

Any unused roving holiday shall be paid to the employee no later than the last pay period preceding Christmas.

### **Section 4**

Extra employees shall not be paid for holidays if they do not work; if they do, they shall be paid two (2) days pay.

### **Section 5**

Seniority employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury or within the first six (6) months of absence due to occupational injury or during period of permissible absence.

## **Section 6**

If any holiday falls within the thirty (30) day period following a seniority employee's layoff due to lack of work, he/she shall be paid for that holiday. Such pay shall not be considered worked for weekly overtime.

## **Section 7**

All holidays for night workers shall be observed on the evening of the holiday.

## **Section 8**

Part-time employees shall receive four (4) hours pay for any holiday covered in this Agreement.

# **ARTICLE 62 - HEALTH AND WELFARE**

## **Section 1**

Effective 8/01/2008 the Employer agrees to contribute for regular, full-time employees and for all casual employees to the presently established Trust Fund, namely the New York State Teamsters Council Health and Hospital Fund. All such money shall be turned over to the Trust Fund Treasury on or before the tenth (10th) day of the month following that month in which said money was accrued.

For part-time employees the Employer's contributions shall be as follows: Effective 8/01/2008, the Employer agrees to contribute the sum of —per hour for all hours worked and fractions thereof, up to eight (8) hours per day and up to forty (40) hours per week. No contributions are due on behalf of part-time helpers (off-the-street hires) who work during the peak season set forth in Appendix A, Section 2 (November 1st until January 1<sup>st</sup>); however, should the Company retain or rehire a helper within 60 days of January 1st, it shall retroactively make the appropriate contributions on their behalf for their hours worked during peak season.

Effective August 1, 2008, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2009, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2010, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$ 1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2011, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$ 1.00 per hour in the National Master Agreement.

Effective August 1, 2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$ 1.00 per hour as outlined in the National Master Agreement.

Allocations shall be determined by the Joint Supplemental Area Negotiating Committee, subject to the approval of the Joint National Negotiating Committee.

## **Section 2**

Failure on the part of the Employer to regularly contribute as specified herein above shall make it liable for all claims, damages, attorney fees, court costs, etc., plus all arrears in payments, plus a ten percent (10%) penalty. In the event the Union suspends the operations of a defaulting Employer, the Union shall not be bound by any arbitrator or no strike clause in this Agreement. The Employer and Union hereby agree simultaneously herewith to execute a stipulation submitted by the Health and Hospital Trustees setting forth the provisions relating to the Hospital Fund as negotiated for General Freight Agreement and certifying that the Employer has entered into a written agreement containing such provisions, providing that stipulation is consistent with the terms of this agreement. The Fund Trustees may reserve the right to refuse to accept contributions from the Employers who fail to execute such stipulation. (See also Section 2 of Article 8).

## **Section 3**

The Health and Hospital Fund shall be open to participation by any

group of members belonging to a participating Local and employees of participating Employers not members of the Union, provided all such employees are covered under rules, regulations and other requirements that are or may be required by the Trustees.

#### **Section 4**

The NYST Council Hospital Trust Fund may at any time check the payroll records of any and all employees of the Employer covered by this Agreement at a time mutually agreed upon at no charge to the Employer but in the event it is found that the Employer has not been complying with the Trust Fund provisions, of the contract, the Employer shall pay the full cost of checking the books that may be necessary by the Trust Officials and, in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies that may exist to the trust fund and ten percent (10%) penalty. In the event an Employer is charged the cost of checking the books and feels it was unjustly charged, the Employer may appeal to the Joint Area Committee.

#### **Section 5**

By the execution of the Agreement, the Employer authorized the Employers Association which are parties hereto to designate the Employer Trustees under such trust agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

#### **Section 6**

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Hospital Fund during the period of absence.

#### **Section 7**

There shall be no deductions from equipment rental of owner-operators by virtue of contributions made to the Health and Hospital Fund, regardless of whether the equipment rental is at the minimum rate or more.



### **Section 8**

During the life of this Agreement, it is agreed that upon becoming a member of the NYST Council Hospital Trust Fund and making the payments to said Fund provided for herein, the Employer shall be relieved of any and all responsibilities of providing any other or further insurance of Health and Hospital benefits than those provided by the NYST Council Hospital Trust Fund.

### **Section 9**

The Employers agree to furnish such information as may be necessary concerning its employees as will enable the Trust Fund to carry out its duty to furnish adequate coverage for such employees.

### **Section 10**

Should any of the provisions of this collective bargaining agreement be declared to be in violation of the Labor Management Relations Act of 1947, as amended, or any other state or federal statute or regulations, such declaration shall in no way impair the effectiveness or continuity of the provisions of this contract which establish Health and Hospital benefits and provide for the payment of contributions by the Employers to such fund, and such provisions are hereby expressly declared to be saved from such illegality.

### **Section 11**

Payments to the Fund must be paid by the Employer during employee vacations.

### **Section 12**

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If a casual employee is injured on the job, the Employer will make Health & Welfare contributions until the employee returns to work, not to exceed four (4) weeks. If an employee is granted a leave of absence,

the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Hospital Fund during the period of absence.

### **Section 13**

All actions or proceedings commenced by any applicant, employee, Local Union or Employer, or anyone acting in their behalf, against the Hospital Fund and/or the Trustees thereof, and any actions commenced by the said Trustees against any applicant, employee, Local Union or Employer, pertaining to the said Hospital Fund in any of its aspects, shall be brought in the appropriate Court in the County of Oneida, New York. It is specifically agreed that any action commenced in any other place may be transferred to the County of Oneida, New York. This contract provision relating to venue is necessitated by the fact that the Hospital Fund Office, with all its records and employees, is located in the County of Oneida, New York.

### **Section 14**

Company will provide Health & Welfare coverage under a company program for a period of fifteen (15) years from the date of retirement, or until age 65, whichever comes first, subject to the requirements as outlined in the UPS Health Care Program for retirees. It is understood that retiree health care as outlined in this article will include, for those employees retiring January 1, 2003, or later: • \$350,000 lifetime maximum (\$700,000 family)

## **ARTICLE 63 - PENSION & RETIREMENT FUND**

### **Section 1**

Effective August 1, 2008, the Employer agrees to contribute for paid hours to any or all of its employees covered by this agreement, but not to exceed the maximum contributions per week. Such payment is to be made to the New York State Teamsters Pension and Retirement Fund.

Effective August 1, 2008, the Employer also agrees to contribute to

any and all of its part-time employees covered by this Agreement, but not to exceed the maximum contribution per week payable to the New York State Teamster Pension and Retirement Fund Treasury on or before the tenth (10th) day of the month following the month in which said monies were accrued, except where agreed to by the Fund Trustees but not to exceed by the end of the following month. No contributions are due on behalf of part-time helpers (off-the-street hires) who work during the peak season set forth in Appendix A, Section 2 (November 1st until January 1<sup>st</sup>); however, should the Company retain or rehire a helper within 60 days of January 1st, it shall retroactively make the appropriate contributions on their behalf for their hours worked during peak season.

Effective August 1, 2008, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2009, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2010, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2011, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$ 1.00 per hour as outlined in the National Master Agreement.

Effective August 1, 2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of \$ 1.00 per hour as outlined in the National Master Agreement.

## **Section 2**

Failure on the part of the Employer to regularly contribute as specified herein above shall make it liable for all claims, damages, attorney fees, court costs, etc., plus all arrears in payments, plus a ten percent (10%) penalty. In the event the Union suspends the operations of a defaulting Employer, the Union shall not be bound by any

arbitrator or no-strike clause in this Agreement. The Employer and Union hereby agree simultaneously herewith to execute a stipulation submitted by the Pension Trustees setting forth the provisions relating to the Pension Fund as negotiated for General Freight Agreement and certifying that the Employer has entered into a written Agreement containing such provisions, providing that stipulation is consistent with the terms of this agreement. The Fund Trustees may reserve the right to refuse to accept contributions from the Employers who fail to execute such stipulation. (See also Section 2 of Article 8).

### **Section 3**

The NYST Conference Pension and Retirement Fund may at any time check the payroll records on any and all employees of the Employer covered by this Agreement at a time mutually agreed upon at no extra charge to the Employer, but in the event it is found that the Employer has not been complying with the Pension and Retirement Fund provisions of this contract, the Employer shall pay the full cost of all checking of its books that they have been done and/or are later to be done by the Pension and Retirement Fund officials and, in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies as may exist, plus ten percent (10%) penalty, to the Pension and Retirement Fund office. Only the Employer who has been willfully violating the provisions of the Pension and Retirement Fund shall be charged with the cost of checking its books.

### **Section 4**

The Pension Fund shall be open to participation by any group of members belonging to a participating Local and any or all other employees of a participating Employer not members of the Union, provided all such employees are covered under rules, regulations, and other requirements that are or may be required by the Trustees.

### **Section 5**

Should any of the provisions of this Collective Bargaining Agreement be declared to be in violation of the Labor Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the

effectiveness of continuity of the provisions of this Article, which establish a Pension and Retirement Fund and provide for the payment of contributions by the Employer to such Fund and such provisions are expressly declared to be saved from such illegality.

### **Section 6**

Payments to the fund must be paid by the Employer during the employees vacation periods.

### **Section 7**

If an employee is granted a leave of absence, the Employer shall collect from same employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

### **Section 8**

There shall be no deduction from equipment rental of owner-operators by virtue of contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

### **Section 9**

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than four (4) weeks.

### **Section 10**

All actions or proceedings commenced by any applicant, employee, Local Union or Employer, or anyone acting in their behalf, against the Pension Fund and/or Trustees thereof, and any action commenced by said Trustees against any applicant, employee, Local Union or Employer pertaining to the said Pension Fund in any of its aspects, shall be brought in the appropriate Court in the County of Oneida, New York. It is specifically agreed that any action commenced in any other place may be transferred to the County of

Oneida, New York. This contract provision relating to venue is necessitated by the fact that the Pension Fund Office, with all its records and employees, is located in the County of Oneida, New York.

## **ARTICLE 64 – WAGES**

### **Section 1**

Wage Schedules Attached hereto are schedules marked Appendix A, which set forth hourly and weekly rates of pay and hours per week and other provisions applicable to the Local Union covered, and which schedule is part of this contract as is fully set forth herein. It is understood that no time shall be subject to the application of more than one (1) overtime provision.

### **Section 2 - Combination Jobs**

Regular employees used in different classifications during any part of a week shall be paid for each hour at the rate of work he/she is performing except when fifty percent (50%) or more of his/her normal day's work or normal workweek is in a higher classification in which event he/she shall be paid at the highest classification for his/her entire day and/or week.

### **Section 3 – Injury**

Any employee injured on the job and having to be relieved to go home shall suffer no loss in pay for the day affected. (Regular men/women and extras eight (8) hours, part-time employees three and one half (3 1/2) hours.)

### **Section 4 - Work in Other Industries**

In the event the companies under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union or contract is higher than the rate of pay prevailing in this contract the higher rate of pay shall prevail for such work actually performed.

Except as otherwise specifically provided for in this contract, the normal workweek for seniority employees shall consist of five (5) days of eight (8) hours each, worked consecutively exclusive of lunch period and worked Monday through Friday.

The standard guaranteed workweek for all full-time seniority employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours per day. This forty (40) hour guarantee shall not apply to casuals. Except as otherwise specifically provided in the contract, all hours worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of one and one-half (1 1/2) of the regular hourly rate. All hours worked in excess of forty (40) straight time hours in any one (1) week shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate (the greater of the two shall prevail.)

Work performed on Saturday as such shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate.

The Employer may institute a Tuesday through Saturday workweek for feeder drivers only, in which event only new employees hired on and after 1/1/74 will be assigned to such workweek. No present employees (hired prior to 1/1/74) working Monday through Friday shall be laid off or downgraded as a result of the institution of Tuesday through Saturday workweek. The above clause will comply with seniority and bidding clauses in the contract.

Effective 8/1/87, the Company may institute a five (5) consecutive day workweek out of seven (7) days for all employees hired after ratification. No present employees hired prior to 8/1/87, working Monday through Friday, shall be laid off or downgraded as a result of the institution of the five (5) out of seven (7) day workweek.

Our understanding and agreement that any complaints regarding excessive overtime will be handled in the following manner: All possible efforts will be made on a local level to resolve any problems concerning excessive overtime with the Center Manager, Division Manager and Local Union Officials. If it cannot be resolved on a local basis, the District Manager and the Local Union

Business Agent will sit down to review the problem. During May, June, July and August, all possible efforts will be made to limit the over time dispatched hours to two (2) per day. All package drivers who elect to exercise their option of the two (2) hour limit of over-time per day during May, June, July and August must notify their supervisor in writing fifteen (15) days prior to the period requested in this agreement.

### **ARTICLE 65 - UNIFORMS AND PERSONAL APPEARANCE**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (five (5) winter, five (5) summer) on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

The uniform and UPS shirts will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

It is agreed that employees must strictly comply with the Employer's regulations concerning personal grooming and appearance and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees shall change into uniforms on Company premises before reporting for duty and change out of the uniforms after being relieved from duty each day.

### **ARTICLE 66 – SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the



collective bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, or non-unit employees, unless otherwise provided in this Agreement or Supplements thereto.

No owner-operators shall be employed and the Employer shall not sell or transfer, directly or indirectly, to any employee any equipment or enter into leasing arrangement with any employees for the operation of equipment owned by it.

### **ARTICLE 67 - AIR CONDITIONING**

Effective May 1, 1977 all feeder road equipment placed in service shall be equipped with air-conditioning. Three (3) years from May 1, 1977, all other feeder road equipment shall be equipped with air-conditioning.

It is understood that the National Committee may waive installation of air-conditioning where climatic conditions, scheduling problems for retrofitting or other standards exist. The Committee shall be guided by such rules as may be established by a similar Joint Area Committee under the National Master Freight Agreement.

### **ARTICLE 68 - MAINTENANCE OF STANDARDS PROTECTION OF CONDITIONS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, and general working conditions, as negotiated or agreed upon, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

## **ARTICLE 69 - PART-TIME EMPLOYEES**

### **Section 1**

Part-time employees are defined as employees not otherwise gainfully employed who, when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3 1/2) hours and shall be paid overtime over five and one-half (5 1/2) hours on their assigned shift. This provision does not apply to employees who work double shift - they shall receive overtime after eight (8) hours.

Throughout the life of this agreement, part-time employees will be allowed ten minutes relief time. Wherever reasonably possible, the part-time employee will not be given the ten-minute relief period within the first hour of work.

### **Section 2 - Part-Time Employees Transferring to Full-Time Jobs**

After the completion of the job selection procedures the resulting openings will be filled as follows:

Openings for transfers will be posted on the designated bulletin board.

All part-time employees with one (1) or more years of seniority shall be given the opportunity for a full-time opening in their building in all months, except November and December, providing they meet the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. Employees qualifying for a full time package opening shall have a thirty (30) working day trial period after completing orientation and/or training school, not to exceed fifteen (15) days. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for. The above procedure will be applied on an alternating five (5) for one (1) basis (e.g., for every six (6) jobs, five (5) will be filled as outlined above, and the other one (1) from applicants from other sources.)

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day after completion of their thirty (30) working day training period.

For vacation and retirement purposes, the employee shall receive additional seniority credits equal to all time worked as a part-time employee.

Part-time employees going to full-time, if the employee worked the greater number of days as a full-time employee in the six (6) month period prior to his/her vacation, he/she will receive his/her vacation as a full-time employee (forty-five (45) hours pay at the full-time rate for each week).

If the employee worked the greater number of days as a part-time employee in the six (6) month period prior to his/her vacation, he/she will receive his/her vacation as a part-time employee (twenty (20) hours for each week at the part-time rate).

### **Section 3**

Part-time employees will work off the part-time employees list at each Center. For the purpose of layoffs, part-time employees who have attained seniority after July 31, 2002, will work off of the part-time employee seniority list on each sort.

### **Section 4**

Part-time employees will not be permitted to do delivery driving, feeder driving or tractor-trailer driving work, unless otherwise provided in this Agreement. Part-time employees will be permitted to move vehicles within the confines of the Employer's property only for the purpose of avoiding delay in their work, except when unassigned drivers are available in the building. Where part-time employees are used in the car wash classification, they will be permitted to drive vehicles to and from the car wash.

### **Section 5**

The number of full-time inside seniority jobs in each Local Union area as of September 15, 1976 will not be reduced while any part-

time employees are working in the building where the layoff occurs. In the event that a regular, full-time employee in any inside job should die, retire, quit, or be discharged or transfer into a driving job, such regular employee shall be replaced with another regular employee.

After a one (1) day layoff, full-time seniority employees who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, the employee will be provided with eight (8) continuous hours of work at his/her rate of pay.

### **Section 6**

Employees who gain full-time seniority after (ratification date), when subject to layoff after one (1) day, may exercise their right to replace one or more part-time employees. They shall be guaranteed a minimum of four (4) hours at their regular rate of pay for each part-time shift worked but can not work more than two (2) shifts. This will not apply to the two (2) most junior employees in each Center.

Any new permanent part-time shift shall be bid by seniority (the understanding being, a change of more than one hour would be considered a shift change and would require the bid. It is also understood that the Company cannot move all the people at one time to fill the bid).

A list of qualified part-time employees, by classification will be developed for each shift, to cover the need for extra coverage as dictated by the Employer. Any part-time employee used will be guaranteed three (3) hours.

### **Section 7**

The provisions of this Article shall not apply: a) during the first three (3) days of emergencies beyond the Employer's control, such as fire, flood, snow storms, power failure, T.O.F.C. Delay

;b) during a strike against UPS or other companies which require reduction of work forces.

### **Section 8**

Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

## **ARTICLE 70 - SICK LEAVE**

### **Section 1**

Seniority employees, after they have been on the payroll six (6) months, shall be entitled to five (5) days sick leave with pay.

Sick days will be allowed to be taken one (1) day at a time.

Employees shall have the option after vacations are bid and weeks are available during the non-peak time to use these sick days for vacation, five (5) days at a time only. Any employees who select this option may elect to use roving holidays for future sick days.

Seniority employees with less than six (6) months seniority, who leave the employment of UPS will not be paid sick days.

The provisions of this Article are intended to produce no more than five (5) paid sick leave days per calendar year.

Thereafter, an employee must have worked one hundred thirty (130) days in the previous calendar year in order to qualify for a sick day in the next calendar year. If he/she worked less than one hundred thirty (130) days, he/she shall be given pro-rata sick days based on one twelfth (1/12th) of the sick days for which he/she is entitled for each twenty-two (22) days worked in that calendar year. After the first (1st) anniversary, an employee must work at least one (1) day in the next calendar year to qualify for a sick day; except for retirement purposes and all time paid for, plus any absence up to thirty (30) days due to illness or up to sixty (60) days due to an occupational injury, shall be counted toward computing the qualifying time required.

## **Section 2**

Part-time employees will be eligible for sick days eighteen (18) months from their seniority date, using the schedule as described in Section 1 of Article 70.

Any part-time employee with one (1) year of seniority but less than eighteen (18) months from their seniority date, who leaves the employment of UPS shall be paid sick days on a pro-rata basis.

Any unused sick leave shall be paid to the employee no later than the last pay period preceding Christmas, or such other time as the employee may request within that calendar year.

Full-time employees shall receive eight (8) hours straight-time pay for each sick day and part-time employees shall receive four (4) hours straight-time pay for each sick day.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 19th day of December, 2007, to be effective as of December 19th, 2007, except as to those areas where it has been otherwise agreed between the parties:

## **NEGOTIATING COMMITTEE**

For the Employees:

NEW YORK STATE TEAMSTERS UNITED PARCEL  
SERVICE UPSTATE/WEST NEW YORK DISTRICTS  
NEGOTIATING COMMITTEE

Frank E Kearney, Chairman Gene DeLorme, Co Chairman

Roberta Dunker  
John Farwell  
Brad Haag  
Brian Hammond  
George Harrigan  
Ron Hill  
Tim Hogan  
Kevin Hunter  
Ron Lucas  
Ken Nelligan  
John Pekoff

UNITED PARCEL SERVICE UPSTATE/WEST NEW YORK  
DISTRICTS NEGOTIATING COMMITTEE

Lindsay Marshall, Chairman  
Tim Eckert  
Karl Pratt  
Lola Delans  
Larry MacArthur

In Memory of Chris Poffenbuagh

IN WITNESS WHEREOF, the undersigned do duly execute the United Parcel Service - Upstate/West New York Districts Supplemental Agreement which is to become a part of the National Master United Parcel Service Agreement.

FOR THE UNION

LOCAL UNION NO. \_\_\_\_\_ affiliate of International Brotherhood of Teamsters.

By Frank E Kearney

\_\_\_\_\_  
(Signed)

Its Teamster Upstate/West New York  
United Parcel Service Negotiating Committee

\_\_\_\_\_  
(Title)

FOR THE COMPANY

By Lindsay Marshall

\_\_\_\_\_  
(Signed)

Its Region Labor Relations Manager

\_\_\_\_\_  
(Title)



## **APPENDIX A UPSTATE/WEST NEW YORK DISTRICTS WAGE SCHEDULE**

All wage schedules will be adjusted to reflect the 2008 National Bargaining Agreement.

### **Appendix A**

Upstate/West New York Districts  
Section 1 New Part-Time Cover Driver

A) Seniority part-time employees can work as Temporary Cover drivers as coverage for seniority full-time package and feeder drivers.

B) The rate of pay for part-time employees working as Temporary Cover drivers shall be the greater of their part-time rate or the following rates:

Start 60% of the prevailing top rate for the package or feeder classification.

After one (1) year: 65% of the prevailing top rate for the package or feeder classification.

After two (2) years: 75% of the prevailing top rate for the package or feeder classification.

Part-time employees who are working as Temporary Cover drivers as of the effective date of this agreement shall keep their current cover driver rate or be slotted in this new progression, whichever is higher.

Casuals still remaining on the payroll who have job opportunity dates shall be paid 65% of the top rate of package drivers.

C) Part-time employees working as Temporary Cover drivers will do so for a minimum of one week at a time and will be guaranteed a minimum of two days planned coverage per week that they are

working as a Temporary Cover driver. All part-time cover drivers working in the package or feeder classification shall be guaranteed eight (8) hours per day.

D) Part-time employees working as Temporary Cover drivers shall maintain their part-time benefits and entitlements.

E) Part-time employees who successfully complete a thirty (30) day qualification period working as a Temporary Cover driver will not have to complete another probationary period as a successful bidder on a regular full-time package or feeder driver job in their classification.

F) Part-time employees working as Temporary Cover drivers who successfully bid a regular full-time delivery or feeder driver job shall maintain their rate of pay until the progression as detailed in Article 41 surpasses this rate.

G) 1) As of the date of ratification, all existing preferred casuals who do not have a part-time seniority date shall be assigned a full-time job opportunity date to be thirty (30) days from their date of hire. For these affected employees, this date will be used solely for the attainment of full-time job opportunities.

2) Casual employees will earn one roving holiday for every fifty (50) days worked in the current year.

3) Casual employees who accept a full-time seniority position shall be paid the appropriate part-time rate of pay based on their job opportunity date and remain at that rate until the progression as detailed in Article 41 surpasses that rate.

4) If a casual employee is injured on the job, the Employer will make Health and Welfare contributions until the employee returns to work, not to exceed four (4) weeks.

H) Once an employee qualifies as a coverage driver, they will be assigned to a specific center for coverage opportunities. Vacations will be picked on that center's vacation list. No part-time cover driver shall have the right to pick vacation ahead of a package driver with classification seniority previous to August 1, 2002.

I) If an employee disqualifies him/her self during the 30-day qualifying period, he will be prohibited from re-qualifying for two years. If the Company disqualifies him, he will be prohibited from qualifying for one year. No employee will receive more than two opportunities to qualify.

J) The Company maintains the right to hire Temporary Cover drivers from the outside after exhausting qualified part-timers.

## **Section 2**

The Company will have the right to use part-time helpers during the following periods: From November 1st until January 1st ; from May 1st through May 31st and from the second (2nd ) week in August until the second (2nd ) week in September, provided that no full-time seniority person is laid off. If additional time periods are needed, the Company will meet with the local union.

No more than one (1) helper will be assigned to one (1) package driver at a time except that the Company may assign two (2) helpers to work under the direction of one (1) package driver to deliver mall areas and special events.

Part-time employees will have the first opportunity to fill these positions, in seniority order, provided this work does not conflict with their regularly scheduled shift. This work will be limited to suit the Employer's business. These helpers will be paid \$10.25 per hour, except that employees that had seniority before August 1, 2002 shall be paid \$11.25 per hour. All helpers hired from the outside will be paid \$9.00 per hour.

Laid off casuals may be offered helper work under the conditions as set forth above. Days worked under these conditions shall not be counted towards preferred status.

When additional helpers are needed, the Company will give the local union the first opportunity. No seniority package driver will be laid off when a helper is working in their building.

### **Section 3**

Double 28-foot trailer drivers (driving more than 1 hour per day, except yardmen and car washers) shall receive thirty-five (35) cents above the feeder rate. Similarly, double forty-foot trailer drivers shall receive one dollar (\$1.00) per hour above the feeder rate, and triple trailer drivers shall receive seventy-five (75 cents) above the feeder rate. Any delivery driver that tows a trailer with a package car shall receive thirty (30 cents) per hour above their package rate for that day.

### **Part-Time Employees**

All part-time employees who have attained seniority as of the ratification date will receive the following general wage increase: All wage scales will be adjusted to reflect the 2008 National bargaining Agreement.

Part-time employees still in progression on the effective date of this Master Agreement shall receive the above contractual increases and, upon their anniversary dates, will be paid no less than what they were entitled to in accordance with Article 22, Section 5 of the 2007-2013 Master Agreement.

Part-time employees on the payroll as of 7/31/90 who are subsequently promoted to full-time employment will be paid their current wage rate until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

## **APPENDIX B**

1. It is agreed by and between the NEW YORK STATE TEAMSTERS COUNCIL FREIGHT DIVISION and its affiliated Local Unions and the UNITED PARCEL SERVICE INC., That the New York State Over-the-Road Agreement shall not apply to any of this

firm's operations, except that in the event the Employer changes and/or expands its present operations whereby it is in competition with the General Freight Industry, in which event the NYS Over-the-Road Freight Agreement shall apply to any portion of the firm's operations that is in the General Freight field, as it applied to any and all industry. This also shall apply to Retail Package Operations, in which event the Retail Package Agreement in a particular area, if any, shall apply in that area.

2. It is agreed by and between the NEW YORK STATE TEAMSTERS COUNCIL FREIGHT DIVISION and its affiliated Local Unions and the UNITED PARCEL SERVICE INC., that any and all garage employees the Employer may employ in the jurisdiction of the NYST Council Freight Division shall be in the Teamster bargaining unit except in the Albany and Buffalo areas. The Employer agrees to recognize and sign the prevailing Teamster Agreement covering garage employees in the area it may institute a shop operation, if such an Agreement exists; if not, both parties shall negotiate rates, hours and working conditions covering such work. If the Employer and the Local Union involved cannot reach an agreement, the entire matter shall be referred to the grievance procedure.

### **UPS ALBANY AMENDMENT TO PARCEL AGREEMENT FOR THE PERIOD OF DECEMBER 19, 2007 TO JULY 31, 2013**

A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2008.

Thereafter, full-time employees will have the right to select starting times or delivery areas from the posted schedule every twenty-four (24) months.

B. All delivery job openings which occur during the time between the posting and bidding of the schedule shall be filled in the following manner:

There will be one bid and, a place when a vacancy or new perma-

ment area opens in the delivery classification, for anyone who previously did not have an opportunity to bid the area and, provided they are qualified. The place will be assigned to the senior employee, provided he/she is qualified, who did not have an opportunity to bid into the delivery classification.

C. A feeder driver whose job is abolished may exercise his/her seniority within the feeder classification.

A package driver whose job is abolished, may after the remainder of that calendar week, exercise his/her seniority within the feeder or package or any other classification for which he/she is qualified.

The feeder or package driver who is displaced may exercise his/her seniority to move into a different starting time and must replace the most junior person in the starting time into which he/she is moving. A seniority person whose job is abolished in a specific starting time and who exercises his/her seniority rights to move into a different starting time must replace the most junior person on the starting time into which he/she is moving. If an abolished job is restored, the employees originally affected must return to their former bid jobs.

**UPS BINGHAMTON/UTICA/ROME  
AMENDMENT TO PARCEL AGREEMENT FOR  
THE PERIOD OF DECEMBER 19, 2007 TO  
JULY 31, 2013**

A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2008.

Thereafter, full-time employees will have the right to select starting times or delivery areas from the posted schedule every twenty-four (24) months.

B. All delivery job openings which occur during the time between the posting and bidding of the schedule shall be filled in the following manner:

Inside or hub employees who did not have an opportunity to bid a delivery area shall have the right to move into the delivery driver classification when a vacancy or new permanent area opens in this classification in order of their seniority and provided they are qualified.

C. A package driver whose job is abolished may exercise his/her seniority within the feeder or package or any other classification for which he/she is qualified. A feeder driver whose job is abolished may exercise his/her seniority within the feeder classification. The feeder or package driver who is displaced may exercise his/her seniority to move into a different starting time and must replace the most junior man/woman in the starting time into which he/she is moving. A seniority man/woman whose job is abolished in a specified starting time and who exercises his/her seniority rights to move into a different starting time must replace the most junior man/woman on the starting time into which he/she is moving. If an abolished job is restored the employees originally affected must return to their former bid jobs.

D. In the event delivery drivers are called in early, they will be called in by delivery area.

E. Additions and deletions to delivery areas will be made on a daily basis as the need occurs.

F. Feeder vacation coverage may be assigned to the junior qualified CDL A person in the Center who is not working the feeder classification.

G. In the event a snow emergency is declared there will be no bidding or bump.

**UPS BUFFALO AMENDMENT TO PARCEL  
AGREEMENT FOR THE PERIOD OF  
DECEMBER 19, 2007 TO JULY 31, 2013**

A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February

1st, 2008. Thereafter, full-time employees will have the right to select starting times or delivery areas from the posted schedule every twenty-four (24) months.

B. All delivery driver job openings which occur during the time between the posting and bidding of the schedule shall be filled in the following manner:

Inside or hub employees who did not have an opportunity to bid a delivery area shall have the right to move into the delivery driver classification when a vacancy or new permanent area opens in this classification in the order of their seniority and provided they are qualified.

C. A package driver whose job is abolished may exercise his/her seniority within the feeder or package or any other classification for which he/she is qualified. A feeder driver whose job is abolished may exercise his/her seniority within the feeder classification. The feeder or package driver who is displaced may exercise his/her seniority to move into a different starting time and must replace the most junior man/woman on the starting time into which he/she is moving. A seniority man/woman whose job is abolished in a specified starting time and who exercises his/her seniority rights to move into a different starting time must replace the most junior man/woman on the starting time into which he/she is moving. If an abolished job is restored the employees originally affected must return to their former bid jobs.

Premium holiday pay in Buffalo will be paid as per the NY arbitration award for delivery of ground packages on holidays.

**UPS SYRACUSE AMENDMENT TO PARCEL  
AGREEMENT FOR THE PERIOD OF  
DECEMBER 19, 2007 TO JULY 31, 2013**

A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2008.

Thereafter, full-time employees will have the right to select starting



times or delivery areas from the posted schedule every twenty-four (24) months.

B. All delivery job openings which occur during the time between the posting and bidding of the schedule shall be filled in the following manner:

All new delivery driving job openings which occur during the time between the posting and bidding of the schedule shall be awarded by seniority from inside full-time hub employees.

All other delivery driving job openings which occur during the bid year shall be filled in the following manner:

Inside full-time hub employees who did not have an opportunity to bid a delivery area shall have the right to move into the delivery driver classification.

All permanent feeder job openings which occur during the time between the bids shall be bid by full-time seniority employees providing they are qualified.

C. A package driver whose job is abolished may exercise his/her seniority within the feeder or package or any other classification for which he/she is qualified. A feeder driver whose job is abolished may exercise his/her seniority within the feeder classification. The feeder or package driver who is displaced may exercise his/her seniority to move into a different starting time and must replace the most junior person in the starting time into which he/she is moving. An inside hub fulltime seniority person whose job is abolished in a specific starting time shall remain in the hub classification for 10 working days and after 10 working days may exercise his/her seniority rights to move into a different starting time and must replace the most junior person on the starting time into which he/she is moving. If an abolished job is restored, the employees originally affected must return to their former bid jobs. (Except if the employee makes a subsequent bid, then he/she must remain on the bid job.)

D. All full-time and part-time clerks to bid start time once in seniority order for the life of the Agreement.

E. Any new permanent part-time shift shall be bid by seniority for the life of the Agreement.

F. Any feeder driver who takes the option to work on call must waive his/her rights to the bumping procedure for that period. If called and the driver is not available for work he/she shall lose all work opportunity for a twenty-four (24) hour period. All sick days, roving holidays, vacations, holidays and any other paid time off is to be prorated by time worked in the current year using the pro-rated schedule for vacations.

G. It is hereby agreed that Section 2 of Article 22 of the National Master Agreement and the first two paragraphs of Section 5 of Article 68 of the Upstate/West New York Supplemental Agreement will not be applicable to the United Parcel Service Syracuse or Liverpool buildings, their replacement or expansion. Instead, the following provisions shall apply:

1. The company has the right to reduce the number of full-time inside seniority jobs down to the number of 30, by attrition (e.g. death, retirement, quit, discharge, transfer into a driving job, etc.) in operating the Syracuse building. It is understood that the Company will not discharge an employee except in accordance with Article 58 of the Upstate/West New York Supplemental Agreement.

2. All present full-time seniority employees who are employed in the Syracuse building will be guaranteed full-time employment (8 hours per day) if the Company employs any part-time employees (except part-time clerks) in the Syracuse building.

**AMENDMENT TO PARCEL AGREEMENT FOR  
THE PERIOD OF DECEMBER 19, 2007 TO  
JULY 31, 2013 FOR MECHANICS IN TEAM-  
STERS LOCALS NOS. 118, 182, 294, 317, 449,  
529, 264A, 687, 693**

PREAMBLE: The parties hereto desire to insure the specific settlement of disputes between the Employer and employees engaged in the Automotive Maintenance and Repair Industry, to establish ami-

able relations between such Employer and employees and to stabilize Employer and employee relationships for a definite period of time. The Employer agrees to deal, negotiate and treat with the properly accredited officers and committees of the Union on all grievances that may arise between the Employer and the Union or the employees, to deal and negotiate with them as officers and committees of said Union and not to negotiate with any employee individually.

## **ARTICLE 1**

The Supplement to the National Master United Parcel Service Agreement and Upstate/West New York Supplement for the period of December 19, 2007 through July 31, 2013 shall apply to all employees within the classifications set forth in Article 3 hereof employed by UNITED PARCEL SERVICE in the jurisdiction of Union Locals 118, 182, 294, 317, 449, 529, 264A, 687, 693. Except as otherwise provided herein, the provisions of the National Master United Parcel Agreement and the Upstate/West New York Supplement shall apply to said employees.

## **ARTICLE 2- WORKDAY AND WORKWEEK**

Eight (8) consecutive hours in a regular work shift, exclusive of lunch period, shall constitute a normal workday. Five (5) normal work days, Monday through Friday inclusive, shall constitute a normal workweek. Normal workweek shall consist of forty (40) hours. Effective August 1, 1987 the Company may institute a five (5) consecutive day workweek out of seven (7) days for all employees hired after ratification. No present employees, hired prior to August 1, 1987, working Monday through Friday shall be laid off or downgraded as a result of the institution of the five (5) out of seven (7) day workweek.

No employee shall be called in for less than four (4) hours work. Time and one-half (1 1/2) shall be paid for all work performed in excess of eight (8) hours in any one day, forty (40) hours in any one (1) week. Time and one-half (1 1/2) shall also be paid for work performed on Saturday. Double (2) time, shall be paid for work performed on Sunday.

### **ARTICLE 3 – WAGES**

All Wage Schedules will be adjusted to reflect the 2008 National Bargaining Agreement.

### **ARTICLE 4 – APPRENTICES**

The quota of apprentices shall not exceed one (1) for every ten (10) journeymen/women or fraction thereof employed by said shop. It is agreed that if the Company should in the future seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been negotiated and agreed to by the parties, it shall be attached hereto and made a part of this Agreement.

### **ARTICLE 5 - PAID-FOR TIME**

No mechanic shall be called in from his/her home after his/her regular schedule of daily hours for less than four (4) hours of pay at his/her overtime rate. However, should an employee be called in less than four (4) hours before his/her normal starting time, he/she will then be paid from the time he/she started to his/her normal time at the overtime rate. Any employee who is called in before his/her regular starting time will be granted the opportunity of working out his/her regular shift.

Any employee injured on the job and having to be relieved to go home shall suffer no loss in pay for the day affected: full-time employees eight (8) hours, extra men four (4) hours.

Any employee who is absent through sickness or injury shall receive his/her regular position upon returning to work physically fit.

### **ARTICLE 6 - REDUCTION IN FORCE**

When it becomes necessary to reduce the work force, employees shall be laid off according to seniority. Seniority lists shall be agreed upon between the Employer and the Union based upon the last date the employee entered the service and in accordance with the class of work performed by said employee. In the restoration of forces, seniority shall govern the same as in the reduction of forces.

## **ARTICLE 7 – VACANCIES**

In the event a vacancy occurs, or a new job is created, employees with the longest seniority who did not have a previous opportunity to select that start time and provided they are qualified, shall be given the opportunity of filling such positions.

## **ARTICLE 8 - GRIEVANCE & ARBITRATION**

### **Section 1**

The parties to the agreement agree to meet within thirty (30) days of ratification of this contract, to establish rules and procedures for an Upstate/West New York Suspension and Discharge Panel. Upon mutual agreement of the parties regarding rules and procedures, the panel will become effective January 1, 1998. Failure by the parties to reach mutual agreement regarding rules and procedures within thirty (30) days after the above mentioned meeting, will result in the existing language in contract Article 8: Grievance & Arbitration remaining in effect. The parties also agree to review and make necessary changes to Article 8: Grievance & Arbitration, in the Supplemental agreement to reflect the establishment of a Suspension and Discharge Panel.

## **ARTICLE 9 - GENERAL MANAGEMENT PROVISION**

The operation of the Company's business and the direction of the working forces, including, but not limited to, the promulgation and enforcement of reasonable rules and regulations relating to the operation of the Company's business, the establishment of reporting times, the right to hire, transfer, suspend, layoff, recall, promote, demote, discharge for just cause, assign or discipline employees, to relieve employees from duties because of lack of work and to transfer employees from one location or classification to another, are vested exclusively in the Company, subject however, to the provisions of this Agreement.

## **ARTICLE 10 – SUBCONTRACTING**

Auto Mechanic's work shall consist of all repairing, dismantling and replacing of all parts necessary for the maintenance of all

trucks, tractors and trailers, body work and painting of such vehicles is also covered by this Agreement.

The parties agree that when the Company has employees on layoff, it will not have work of a type then being performed in its shop done out of the shop except in case of emergency. The Company, may, however, discontinue all or part of the shop operations.

The Company shall supply all special tools and equipment that may be necessary.

### **ARTICLE 11 - CHANGE IN WORK SCHEDULE**

It is agreed that the Employer will give the employee three (3) days notice before any changes in work schedule.

### **ARTICLE 12 – TOOL ALLOWANCE**

All full-time seniority mechanics shall receive a \$200 per year tool allowance to be paid in January of each year of the agreement. This tool allowance shall be increased to \$220 in January of 2009 and \$240 in January 2012.

### **AMENDMENT UPSTATE/WEST NEW YORK DISTRICTS OF UNITED PARCEL SERVICE, INC. AND TEAMSTERS LOCAL UNIONS 182, 294, 317 AND 449**

This Amendment to the Agreement between UPSTATE/WEST NEW YORK DISTRICTS OF UNITED PARCEL SERVICE, INC. For the period of December 19, 2007 through July 31, 2013, shall apply exclusively to office employees in the operating locations and jurisdictions listed in Article 1, Section 1. Except as otherwise provided herein, the provisions of the National Master United Parcel Service Agreement and the Upstate/West New York Supplement thereto shall apply to said employees.

## **ARTICLE 1 - SCOPE OF AGREEMENT**

### **Section 1**

The classifications and operating locations covered by this agreement are as follows:

- A. Local 294 - Albany Center and Hub - Center Clerks, Hub Audit Clerks
- B. Local 317 - Syracuse Center and Hub - Center Clerks, Hub Audit Clerks
- C. Local 449 - Buffalo Center and Hub - Center Clerks, Hub Audit Clerks
- D. Local 182 - Utica Center - Center Clerks

### **Section 2**

The work of Supervisors will not include, assignment to work normally performed by Union members except for the purpose of training, supervision and demonstration. Supervisors will not perform clerks' work until after all reasonable efforts have been exhausted to have the work covered.

## **ARTICLE 2 – SENIORITY**

### **Section 1**

Article 2 - Section 1 shall apply to the following locals: 182, 294, 317, 449, 118, 529, 264A, 687, 693.

Seniority of employees covered by the amendment shall be limited exclusively to classifications covered by the Agreement. No employees shall be afforded the opportunity to bid into any other unit covered by the Upstate/West New York Supplemental Agreement between the parties. All full time clerks will be allowed to bid any full time job including delivery, feeder, or other full time openings.

Delete Sections 2, 5 and 11 of the seniority Article contained in the Upstate/West New York Supplement.

### **ARTICLE 3 - WORKDAY & WORKWEEK**

The workweek shall consist of five (5) consecutive days, Monday thru Friday, or Tuesday thru Saturday.

Effective August 1, 1987 the Company may institute a five (5) consecutive day workweek out of seven (7) days for all employees hired after ratification. No present employee hired prior to August 1, 1987, working Monday through Friday, shall be laid off or downgraded as a result of the institution of the five (5) out of seven (7) day workweek. Work performed on the sixth (6th) consecutive day shall be paid at time and one-half (1 1/2) rather, than time and one-half (1 1/2) for Saturday as such.

### **APPENDIX A WAGE SCHEDULE**

All Wage Schedules will be adjusted to reflect the 2008 National Bargaining Agreement.

## **AMENDMENT UPSTATE/WEST NEW YORK DISTRICTS OF UNITED PARCEL SERVICE, INC. AND TEAMSTERS LOCAL 317 ARTICLE 1 - SCOPE OF AGREEMENT**

### **Section 1**

The classification and operating locations covered by this Agreement are as follows: DAMAGE CLERK - Syracuse Hub.

### **Section 2**

The work of Supervisors will not include assignments to work normally performed by Union members, except for the purpose of training, supervision and demonstration.

Supervisors will not perform clerks' work until after all reasonable efforts have been exhausted to have the work covered.



## **ARTICLE 2 – SENIORITY**

### **Section 1**

Seniority of employees covered by this Amendment shall be limited exclusively to classifications covered by this Agreement. No employee shall be afforded the opportunity to bid into any other unit covered by the Upstate/West New York Supplemental Agreement between the parties.

Delete Sections 2, 5 and 11 of the Seniority Article contained in the Upstate/West New York Supplement.

## **ARTICLE 3 - WORKDAY & WORKWEEK**

The workweek shall consist of five consecutive days, Monday through Friday or Tuesday through Saturday. Work performed on the sixth (6th) consecutive day shall be paid at time and one-half (1 1/2) rather than time and one-half (1 1/2) for Saturday as such.