

Teamsters
**Upstate/West New York
Local Rider**
UNITED PARCEL SERVICE
Supplemental Agreement
to the
NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT
For the period
Ratification
Thru
July 31, **2008-12**
UPSTATE/WEST NEW YORK DISTRICTS
OF UNITED PARCEL SERVICE, INC.
AND
NEW YORK STATE TEAMSTERS
JOINT FREIGHT DIVISION
PARCEL AGREEMENT

For the period **Ratification** to July 31, **2008-12**

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 506 - Auburn, 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, ~~506~~, 529, 264A, 687, and 693. Except as provided herein, the provisions of the National Master United Parcel Agreement shall prevail.

ARTICLE 46 – Arbitration & Grievance Machinery and Union Liability

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 49 – ~~EXAMINATION AND IDENTIFICATION FEES~~

~~The expense of the third physician shall be equally divided between the Employer and the employee.~~

(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, ~~in the second week's paycheck,~~ all claims shall be paid at the rate of double the amount due.

When employees' pay checks 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 pay check.

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

ARTICLE 53 – Paid for Time

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. **and, In the event of start time changes of more than twenty (20) minutes, from the original set reporting time, employees in the hub, preload, and delivery centers shall be given three (3) calendar day notice. Start time changes of twenty (20) minutes or less shall require that these 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.

ARTICLE 53 – Paid for Time

Section 4 – ~~Snow Emergencies~~ Emergency Conditions

In cases where severe snow storms, **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. an eight (8) hour 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 catastrophe** shall be submitted to the Joint State Committee.

ARTICLE 57- Seniority

Section 9

F. ~~No more than two bids will be made as a result of filling any vacancies or new permanent jobs.~~

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.

ARTICLE 61 – Holidays

Section 3.1

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

ARTICLE 62 - HEALTH AND WELFARE

Section 1

Effective 8/01/02 ~~8/1/2008~~ the Employer agrees to contribute for regular, full-time employees and for all casual employees to the presently established Trust Fund, namely the NYST Council Hospital Trust 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 8/01/2002 ~~8/1/2008~~, 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 1st); 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, ~~2002~~ 2008, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty five (65) cents~~ \$1.00 cents per hour as outlined in the National Master Agreement.

Effective August 1, ~~2003~~ 2009, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, ~~2004~~ 2010, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, ~~2005~~2011, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$1.00 per hour in the National Master Agreement.

Effective August 1, ~~2006~~2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$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 01, 2003, or later: \$350,000 lifetime maximum (\$700,000 family). Retiree health care eligibility will be attained after thirty (30) years of service credit, regardless of age. The fifteen (15) continuous years (which is the maximum) can be used at the retiree's option, but in no event will continue past the 65th birthday for either the retiree or spouse whose coverage will be concurrent with the retiree.

ARTICLE 63 - PENSION & RETIREMENT FUND

Section 1

Effective August 1, ~~2002~~**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, ~~2002~~**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 1st); 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, ~~2002~~**2008**, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty five (65) cents~~ **\$1.00 cents per hour as outlined in the National Master Agreement.**

Effective August 1, ~~2003~~**2009**, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ **\$1.00 per hour as outlined in the National Master Agreement.**

Effective August 1, ~~2004~~2010, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$1.00 per hour as outlined in the National Master Agreement.

Effective August 1, ~~2005~~2011, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$1.00 per hour in the National Master Agreement.

Effective August 1, ~~2006~~2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~sixty (60) cents~~ \$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 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 (3)~~ **three and one-half (3 ½) hours.**)

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 ~~Should any part-time employee work beyond the fifth (5th) hour, he/she shall be guaranteed eight (8) hours pay, 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 double shift—they shall receive overtime after 8 hours.~~

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 6

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. ~~Time worked over five (5) hours will not be used to guarantee eight (8) hours pay.~~

Appendix A

Upstate/West New York District

Section 1

New Part-Time Cover Driver

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: 65% of the prevailing top rate for the package or feeder classification, or their part-time rate.

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.

APPENDIX A

Section 2

The Company will have the right to sue part-time helpers during the following periods: From ~~the beginning of the second week of~~ 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 ~~\$10.00~~ per hour, except that ~~effective August 1, 2005,~~ employees that had seniority before August 1, 2002 shall be paid \$11.25 ~~\$11.00~~ per hour. All helpers hired from the outside will be paid \$9.00 per hour.

Appendix A

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 cents (75 cents) above the feeder rate. Any delivery driver that tows a trailer with a package car shall receive ~~twenty-five cents (25 cents)~~ thirty (30 cents) per hour above their package rate for that day.

Mechanics Amendment

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 ~~in effect August 1, 2002.~~ This tool allowance shall be increased to \$220 in January of 2009 and \$240 in January 2012.