



SUMMARY OF THE Teamsters Upstate and West New York Tentative Agreement

The following are highlights of the contract improvements contained in your Upstate/West NY Supplement in principle for 2018 – 2023.

Feeder Employees

- Increase meal allowance to \$15
- Increase double 28's differential to \$0.45/hr

Article 53.2 – Call In Time

- All inside shifts will have their weekly start times for the next week posted on the last day of the current work week
- Changes of 30 minutes or less now require a 48-hour notice.
 - These changes cannot swing more than 30 minutes from either side of the originally posted start-time.
- Changes over 30 minutes shall require three days' notice

*Example: A Mon-Fri preloader's start times for next week must be posted on Friday. Their Monday and Tuesday start times **CANNOT BE CHANGED**. By the following Wednesday, their Thursday and Friday start times **CANNOT BE CHANGED***

Article 57.9 – Bidding

- During the biennial bids, full-time employees shall bid jobs within their current classification
- The company must complete a minimum of two bids per week with **all bids being completed based on a calculation of the actual number of bids that will be made**. Bids must be completed per agreement or the Company's failure will be presented to Upstate/West NY Grievance Committee for immediate resolution

Package Car Drivers

- Package car drivers whose start times are changed by more than one hour or whose job is abolished shall exercise their seniority to bid another job. This shall continue three more times with the remaining displaced driver working as a cover driver when needed or working inside
- **In between the biennial bid process, new, restored or vacated jobs shall be filled by 'three bids and a place.'** All open bids will be filled by seniority

The first three open jobs shall be bid in seniority order and the company shall fill the fourth position from the part-time ranks or from an outside source.

- **Passing a bid at the biennial bid will no longer restrict you from bidding that same job if it re-opens.**

Feeder Drivers

- In between the biennial bids, package car drivers with a NYS CDL A may notify the company of their intention to qualify for open feeder positions.

Open feeder positions in between the biennial bids shall be filled in seniority order until all positions are filled

- New language has been added to allow union and the company to stop a feeder qualified package car from being forced into an open feeder position against their will. In these cases, part-time feeder cover drivers may be promoted to full-time status
- Feeder drivers whose start times are changed by more than one hour, **have a change to the farthest destination** or a change of more than five hours/week may exercise their seniority to bid another job. This shall continue until all open jobs are filled. Any remaining displaced feeder drivers shall be given the option to work as a cover driver or work inside
- There will now be one training route for every 15 bid full-time routes. The company will rotate the use of training routes to limit the number of days a driver is bumped off their route
- If the number of routes dispatched over a 30 consecutive day period is greater than the number of bid jobs, a new full-time position will be created
 - This will stop the company from changing route names every day. 'Wheels out the door' is the only determiner

22.2 Full-Time Employees

- **All open 22.2 (full-time inside jobs) MUST be filled by full-time employees**
- 22.2 jobs that open will be offered to existing full-time seniority employees not in the 22.2 classification. Before 'placing' a part-timer in an open 22.2 job ALL full-time employees will be afforded the opportunity to fill the open slot

Article 59 – Meal Period

One of the most requested changes over the past 30+ years in package cars.

Package Car Drivers shall be entitled to a 30-minute lunch period. All feeder, 22.2 and inside employees will maintain their 45-minute meal period.

Article 60 – Vacations

All calculations for **the number of available vacation weeks to be selected shall now be rounded up** if the product of the formula is x.5 or higher.

Holidays

With the increase in online sales and aggressive holiday advertising, the day after Thanksgiving has become the first day of our ‘peak season.’ In return for making the Friday after Thanksgiving a regular work day the committee secured the following:

- **Fifth rover for all employees**
- Employees may now bid all five rovers as an additional week’s vacation
- **All remaining holidays will now be paid at time and one half**, they are currently paid at straight time
- For full-time employees, **any work on the sixth and/or seventh day will now be paid at the overtime rate of time and one half**
- The company must now notify the employee at least two weeks in advance if a request for a rover is granted or denied. A failure by the company will result in the rover being awarded automatically.
- **All other rules, regulations, appendix language and arbitrator decisions concerning the other five holidays shall remain in full force and effect**

Article 64.4

- The company may create additional jobs with either four or five consecutive days for any employees hired after ratification
- No current full-time employee can be laid off due to the creation of one of the above jobs
- The above jobs shall be protected under the excessive overtime rules in Article 37

Health and Welfare and Pension

The union was able to secure 100% of the funding needed to pay all increases for health care and pension contributions over the next five years.

The Co-Chairs of the Upstate/West New York Committee were able to secure an additional \$0.28/hour (above and beyond the amounts provided to all other locals in the National Agreement) from UPS in return for a successful passing of our supplement the first time

	Pension Rate	Full-time Pension Increase	H&W Increase	
Current	\$16.62			
2018	\$17.20	\$0.58	\$0.45	
2019	\$17.80	\$0.60	\$0.45	
2020	\$18.42	\$0.62	\$0.45	
2021	\$19.07	\$0.65	\$0.45	
2022	\$19.64	\$0.57	\$0.45	TOTAL
	<i>Sub-total</i>	\$3.03	\$2.25	\$5.28

	Pension Rate	Part-time Pension Increase	H&W Increase	
Current	\$12.76			
2018	\$13.20	\$0.45	\$0.45	
2019	\$13.66	\$0.46	\$0.45	
2020	\$14.14	\$0.48	\$0.45	
2021	\$14.64	\$0.50	\$0.45	
2022	\$15.08	\$0.44	\$0.45	TOTAL
	<i>Sub-total</i>	\$2.33	\$2.25	\$4.58

Part-time employees

- The union and the company can mutually agree to creating part-time positions that have a three-day schedule of seven hours per day (two 3 ½ hour shifts per day)
- Part-time employee are now protected from being sent on break in the last hour of their shift
- **The promotion ratio has been improved to 6 for 1.** For every seven full-time jobs that open up, six MUST be filled by the part-time ranks before hiring off the street

Peak season has been extended to January 15 each year. This will help reduce the heavy volume for the few weeks after Christmas by maintaining the seasonal drivers and helpers.

Drivers on university and campus routes may now be assigned two helpers during the specified helper periods in Appendix A. Currently drivers on mall routes can be assigned two helpers.

TEAMSTERS UPSTATE AND WEST NEW YORK TENTATIVE AGREEMENT

For the Period:
August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023
covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

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~~ **fifteen** dollars (\$~~10~~**15**.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 than twenty (20) minutes, from the original set reporting time, employee's in the ~~Hub, Preload~~ **Feeder** and Delivery centers shall be given three (3) calendar day 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.

Start times for inside operations shall be posted in the operation on the last workday of the week for the following week. Changes of up to thirty (30) minutes to the originally posted start times shall be posted for viewing in the operation and shall provide forty-eight (48) hours notice of such change. Start time changes of more than thirty (30) minutes to the originally posted start times shall be posted for viewing in the operation and shall provide three (3) calendar days notice of such change.

Events beyond the control of the Company that require changes to start times outside of the language in this Article shall be reviewed with the Union.

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 **and one half** (~~3 1/2~~)(~~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 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, **or absence of five (5) years.** 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~~ **January 15th** 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~~ **January 15th** or recalled within sixty (60) days after ~~December 31st~~ **January 15th** must work thirty (30) days in any ninety (90) consecutive day period commencing with the first day worked after ~~December 31st~~ **January 15th**. However, those employees hired prior to November 10th and retained after ~~December 31st~~ **January 15th**, 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~~ **January 15th**. November 10th to ~~December 31st~~ **January 15th** 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~~ **January 15th** 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 6 – Free Period

There shall be a free period beginning November 10th and ending ~~December 31st~~ **January 15th** 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~~ **January 15th** and subsequently acquire seniority, his/her seniority date, for all purposes, shall be the date he/she acquires seniority.

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, ~~2015~~ **2019**. Thereafter, ~~F~~full-time employees will have the right to select starting times or delivery areas within their current full-time classification from the posted schedule every twenty-four (24) months. Employees shall, in the order of their seniority within their current classification, select a job from the corresponding classification bid list. For the purpose of this Biennial Bid process the full-time classifications shall be Package Delivery, Feeder, Article 22.3 Inside/Driving Combo and Full-Time Inside classifications. Any additions and or deletions of these classifications for the Biennial Bid Process will be by mutual agreement between the local union and the District Labor Manager. Any new permanent part-time shift shall be bid by seniority.

Upon request, the Company will provide the Union with copies of the completed bid sheets.

- 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 in their current classification. 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. The maximum number of weeks allowed will be the number of full-timers within a center that must be changed divided by two (2). This process shall begin within 14 days of the completion of the bid. A failure to make all of the required moves as outlined above may result in the issue being presented to the chairpersons at the next scheduled meeting of the Upstate West New York Grievance Committee. 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 except as otherwise stated in this collective bargaining agreement. 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. In the event of a start time change of 1 hour or more the job shall be posted for bid within the Package Driver classification only. If the bid driver does not maintain the bid after the start time change he/she shall be allowed to exercise his/her seniority following the abolished package driver job language contained in this article.
- 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,~~ **Full-Time** employees with a New York State CDL A license who wish to become qualified by the Company as feeder drivers who must notify the Company of their intentions before ~~April~~ **March** 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. **In the event that a vacancy or new permanent feeder run occurs and a FT employee has met the criteria set forth above but has not yet been Company qualified the Company and the Local Union agree to meet to discuss the full-time employee's eligibility to bid the vacancy or new permanent feeder run.** 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. **Feeder openings in between the biennial bids shall be filled following paragraph D of this section. If after exhausting the above process, the feeder position remains open, the Company may assign that job to the most junior qualified person. In the event that the Company and the Union mutually agree to fill the remaining Feeder position by placing a PT qualified employee into the FT opening it is agreed that in the event of a layoff this employee shall have no right to work inside but shall work as needed as a cover driver in Feeders. In the event that a position becomes available in another classification the employee may exercise his/her seniority and be given an opportunity to qualify for the position. In the event the employee fails to qualify he/she shall return to the position as a cover driver described above. It is understood that no employee is entitled to more than 2 opportunities to qualify for any position.**

- 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:

In cases where a new permanent job is created, an abolished job is restored or where a vacancy exists between the biennial bid process, there shall be three (3) bids and the remaining opening, if any, will be a place to be filled by the company. These bids would be open to any qualified employee in seniority order and would supersede any references otherwise in the Appendix and or Amendments. Any displaced full time employees shall be assigned to open positions for which they are qualified prior to awarding positions to a part-time employee. All open 22.2 positions shall be filled by full time employees.

If the number of delivery or feeder jobs dispatched over a thirty (30) consecutive work day period is greater than the number of jobs bid at the biennial bids, such job(s) shall be considered a new job for bidding purposes except that the number of additional jobs dispatched in November, December and January shall not be considered new jobs for the purposes of this article.

- G. Employees do not have the right to select any specific unit, load, sort, area or route, except as specified above.
- H. A **full-time** seniority package driver whose job is abolished may exercise his/her seniority within the feeder, package driver or any other classification for which he/she is qualified. **The full-time seniority driver displaced as a result of this move may also exercise**

his/her seniority within the package driver classification. The full-time seniority driver displaced as a result of this move may also exercise his/her seniority within the package driver classification. The full-time seniority driver displaced as a result of this move must displace the junior full-time seniority package driver in his/her center. The remaining displaced full-time seniority driver shall be given the option to remain in the center and work as a cover driver as needed or to work inside, including split shifts if that is all that is available, at the prevailing 22.3 rate of pay or their equivalent inside part-time (PT) rate of pay, whichever is lower. Displaced employees must exercise their seniority to bid any available full-time opening they are Company qualified to perform. Any displaced full-time employees shall be assigned, in seniority order, to open positions for which they are qualified prior to awarding positions to a part-time employee. 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. If the remaining displaced employee has not been previously company qualified for the remaining available position, the displaced full time employee shall be given the opportunity to company qualify for that open position.

If the employee fails to qualify, they may exercise their right to replace one or two part-time employees. The displaced employee shall be guaranteed eight (8) hours of work, including split shifts if that is all that is available at the 22.3 rate of pay or their equivalent inside part-time rate, whichever is lower. Displaced employees must exercise their seniority to bid the next available full time opening they are company qualified to perform:

Should an open driving position remain due to a displaced employee's inability to qualify for that position, such position shall be filled by a full time cover driver from the affected classification until the displaced employee obtains a full time bid position.

Disqualified full time employees may not attempt to re-qualify for one (1) year if disqualified by the Company or two (2) years if they disqualify themselves during the qualification period. Displaced full-time employees may bid an open job within their previous classification at any time, provided a job opening is posted and their seniority allows them to bid the job.

- I. Start time and destination to be bid by feeder drivers. **Outside of November 10th through January 15th** If 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. **If a start time changes by more than one (1) hour or the farthest destination is permanently changed outside of November 10th through January 15th the run will be reposted for bid and will be available to bid by all full-time seniority Feeder drivers in the Feeder Department qualified to perform the work. The changes shall not be considered a new job or vacancy for bidding purposes. In the event the driver who held the bid prior to the change does not maintain the bid he/she shall be allowed to exercise his/her seniority in the same manner as if the run had been abolished.**

A Feeder driver whose job is abolished may exercise his/her seniority within the Feeder classification. The full-time seniority

Feeder driver displaced as a result of this move may also exercise his/her seniority within the Feeder classification. This process shall continue within the Feeder classification until all open jobs are filled. The remaining displaced full-time seniority Feeder driver shall be given the option to remain in Feeders and work as a cover driver as needed or to work inside, including split shifts if that is all that is available, at the prevailing 22.3 rate of pay or their equivalent inside part-time (PT) rate of pay, whichever is lower. Displaced employees must exercise their seniority to bid any available full-time opening they are Company qualified to perform. Any displaced full-time employees shall be assigned, in seniority order, to open positions for which they are qualified prior to awarding positions to a part-time employee.

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 and designated feeder operations, the Company shall maintain ten percent (10%) of the total number of bid routes as full-time bid cover positions. Full time bid cover positions shall not count towards the calculation of the ten (10) percent.
- K. The Company may establish training routes in each center. Such routes may be used for training and qualifying employees to meet the needs of the employer. No more than two (2) training routes or one (1) training route per fifteen (15) full time bid routes, whichever is greater, may be bid may be established in each Center. The employee that bids such training routes may be displaced off his/her route and work off of the center cover list while displaced. It is understood that the Company will make a good faith effort to rotate the training routes in use to limit the number of times each full-time bid driver is bumped off of their bid route in each year. Any driver that is working as a full-time cover driver under this section will not count towards the full-time cover bid jobs.
- L. In the event that a Full Rate 22.2 position is open as a place as defined in this Article it is agreed that this open position will be offered in seniority order to existing Full-Time Seniority employees not currently in the 22.2 classification. If needed, the vacancy that results from this move shall be a place.

ARTICLE 59 – MEAL PERIOD

All employees Feeder Drivers shall be entitled to forty-five (45) minutes for lunch. Package Drivers shall be entitled to thirty (30) minutes for lunch. Full-time inside Article 22.2 employees shall be entitled to forty-five (45) minutes for lunch. All other full-time inside employees with a full-time seniority date prior to August 1, 2013 shall be entitled to forty-five (45) minutes for lunch or as designated in Article 22.3 of the National Master Agreement. Full-time inside employees with a full-time seniority date after August 1, 2013 shall be entitled to a minimum of forty-five (45) minutes up to a maximum of ninety (90) minutes for lunch. Current full-time 22.3 employees in jobs created prior to August 1, 2013 shall be entitled to forty-five (45) minutes for lunch until such time that job is vacated. If the vacated job is filled, the meal period for the vacated position shall follow the language contained above. 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 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. When the result of the above calculation is a .50 or higher the number shall be rounded up.

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 31ST, 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 a holiday or a 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)~~ five (5) 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.

Employees shall have the option after vacations are bid and weeks are available during the non-peak time to use these roving holidays for vacation, five (5) days at a time only.

Employees must request the use of a roving holiday at least two (2) weeks in advance. The employer must notify the employee two (2) weeks before the requested date whether their roving request was approved or not, failure to do so will result in the employee getting the requested rover.

ARTICLE 62 – HEALTH AND WELFARE

Section 1

Effective 8/01/13 the Employer agrees to contribute for regular, fulltime 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 8/01/2013, 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, 2013, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2014 the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2015 the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2016 the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour in the National Master Agreement.

Effective August 1, 2017 the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$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.

ARTICLE 63 – PENSION & RETIREMENT FUND

Section 1

Effective August 1, 2013, 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, 2013, 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, 2013, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2014, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2015, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2016, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

Effective August 1, 2017, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~One Dollar \$1.00~~ per hour as outlined in the National Master Agreement.

ARTICLE 64 – WAGES

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.

Effective 8/1/18, the Company may institute a four (4) or five (5) consecutive day workweek out of seven (7) days for any employee who attains seniority after ratification. The maximum guaranteed workday shall be no greater than ten (10) hours per day. Upon initial creation these jobs shall be made available to seniority part-time employees. If not filled the Company may fill from an outside source. Thereafter, non-protected jobs shall be part of the biennial bid process.

No more than ten (10) percent of the bid jobs may be bid with these schedules unless mutually agreed between the Company and the Local affected.

No present full time employee who has attained seniority prior to ratification shall be laid off or downgraded as a result of the institution of any four (4) or five (5) day in seven (7) work week.

These schedules shall consist of four (4) or five (5) days with daily guarantees that when added together equals forty (40) hours exclusive of lunch period. Employees will be paid straight time (ST) up to their daily guarantee based on their schedule and overtime (OT) after their daily guarantee based on their schedule.

If ordered to work on a non-scheduled day employees shall receive time and one half for all hours worked and shall be entitled to a 4 hour guarantee.

Full-time Package Drivers working the schedules mentioned above shall be afforded all rights and protections under Article 37 of the National Master Agreement. Relief from overtime requests shall remain under the jurisdiction of Article 37, Section 1b and will be based on the drivers scheduled workday. Protection from excessive overtime shall remain under the jurisdiction of Article 37, Section 1c and will be based on adding 1.5 hours to the drivers scheduled day when that day is eight (8) or more hours.

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 overtime 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 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 ½) hours, and shall be paid overtime over five and one-half (5 ½) hours on their assigned shift. This provision does not apply to employees who work double shifts, they shall receive overtime after eight (8) hours. **Effective August 1, 2018, with mutual agreement between the Company and the Local Union, the Company shall have the right to hire Part-time employees with partial week schedules. These employees shall have a three (3) day in seven (7) schedule and shall be scheduled for two consecutive shifts on each scheduled day. When reporting to work as scheduled, these partial week part-time employees shall be guaranteed a minimum of three and one half (3 ½) hours on each shift and shall be paid overtime after eight (8) hours on the two consecutive shifts on each day. Time between the end of the first shift and the start of the second shift will be unpaid break time.**

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 **or last 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 six (56)~~ for one (1) basis (e.g., for every ~~six seven (67)~~ jobs, ~~five six (56)~~ 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).

APPENDIX A

UPSTATE/WEST NEW YORK DISTRICTS WAGE SCHEDULE

Appendix A

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, **university and campus 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)~~ **forty-five (45)** 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.