

Upstate/West New York

and

**United Parcel Service
Rider**

to the

**NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT**

For the Period August 1, 2018-23
through July 31, 202328

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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 August 1, 201823
Thru July 31, 202328**

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

AND

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

**For the period August 1, 201823
to July 31, 202328**

EMBRACING THE JURISDICTION OF:

Local Union 118 - Rochester, 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 264 - Cheektowaga, New York
Local Union 687 - Watertown, 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, 294, 317, 449, ~~529~~, 264 and 687. 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

~~Brian Hammond~~ Charles A. Greenfield, Chairman
~~Christopher Toole~~

Jeffrey Brylski	Michael Cimilluca
BeLinda Combs	Michael Degano
Roberta Dunker	Charles Greenfield
James Hollenbeck	Thomas Quackenbush
Jeffrey Sargent	Tony Vaccaro
Ty Van Pelt	John Woodrich
<u>Michael Miller</u>	<u>John Morgan</u>
<u>Jeffrey Norman</u>	<u>Jeremy Pietrzykowski</u>
<u>Anthony Sesso</u>	<u>Casey Shreve</u>

Rank and file members

<u>Dennis Chick</u>	<u>Eric Hoff</u>
<u>Ronald Nelsen</u>	<u>Jeffrey Palmerino</u>

UNITED PARCEL SERVICE UPSTATE/WEST NEW YORK DISTRICTS NEGOTIATING COMMITTEE

Brian Speller, Chairman

Brian Aiello	Lola Delans
Jane Fanniff	Michael Ferony
Todd Hart	Matthew Hoffman
Cathy Janowski	Lawrence MacArthur
Jacquelyn Thompson	Eion Tierney
<u>Raymond Banach III</u>	<u>Amy Demarco</u>
<u>Wayne Foulke</u>	<u>Matthew Hoffman</u>
<u>Taylor Levey</u>	<u>Kurt Marx</u>
<u>Mike Stone</u>	<u>Eion Tierney</u>
<u>Allison Williams</u>	<u>Richard Ziemba</u>

ARTICLE 45 – STEWARDS

[No change]

ARTICLE 46 - ARBITRATION & GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1

[No change]

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 authorized 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~~ email, 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 shall 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 fight 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

[No change]

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~~ employees 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~~ their 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 the Local Union or the Employer.

ARTICLE 48 - PROTECTION OF RIGHTS –GRIEVANCES

[No change]

ARTICLE 49 - RESERVED

[No change]

ARTICLE 50. PAY PERIOD

Section 1

[No change]

Section 2

[No change]

ARTICLE 51 - JURISDICTIONAL DISPUTES

[No change]

ARTICLE 52 - SANITARY CONDITIONS

[No change]

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~~ they shall be given fifteen dollars (\$15.00) for expenses, plus meals and room and ~~his/her~~ their time shall cease from the time ~~he/she~~ they puts up, except in no case shall ~~he/she~~ they be paid for less than ~~his/her~~ their regular guaranteed hours per day, and shall begin again at ~~his/her~~ their regular time the next day. This provision shall continue to apply should ~~he/she~~ they be held out more than one (1) day, with the exception of Sunday, when ~~he/she~~ they shall check out on Saturday night and shall be paid traveling time and car fare to ~~his/her~~ their home terminal. If ~~he/she is~~ they are ordered to remain with ~~his/her~~ their 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)~~ thirty (30) minutes, from the original set reporting time, employee's in the Feeder and Delivery centers shall be given three (3) calendar day notice. Start time changes of ~~twenty (20)~~ thirty (30) 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 ½) 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~~ their own volition and without knowledge of the Employer overloaded ~~his/her~~ their truck.

Section 4 - Emergency Conditions

[No change]

ARTICLE 54 – COMPETITION

Section 1

[No change]

Section 2 – Grievance

Within five (5) working days of filing of 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 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~~ their request. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

The use of the IVIS and any successor technology will continue in operations covered by the Upstate/West New York supplement.

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

[No change]

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, more than a three (3) year layoff, or absence of ~~five (5)~~ **three (3)** 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~~ **their** last known address by ~~telegram~~, registered or certified mail. The employee must respond to such notice within three **(3)** days after receipt thereof, by ~~telegram~~, registered or certified mail and actually report to work seven **(7)** days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, ~~he/she~~ **they** 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 **(1)** 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~~ **they** 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 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~~ their seniority date shall be the 31st day worked within any ninety (90) day period of his/her their employment. An employee qualifying for a full-time opening shall not have ~~his/her~~ their 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 January 15th of each year shall not accrue towards seniority. An employee qualifying for a full time opening shall not have ~~his/her~~ their seniority interrupted during the free period. Any employee who is retained after January 15th or recalled within sixty (60) days after January 15th must work thirty (30) days in any ninety (90) consecutive day period commencing with the first day worked after January 15th. However, those employees hired prior to November 10th and retained after 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 January 15th. November 10th to 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 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~~ they have completed his/her their 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

[No change]

Section 3

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

Where two (2) or more employees have the same seniority date, the employee who completed their thirtieth (30th) workday first shall go ahead on the seniority list. If still tied, the date of employment application shall govern, and if still tied, seniority order shall be decided by coin toss.

The employer agrees to provide updated seniority lists to the local union the second (2nd) full week of March and the second (2nd) full week of October each year of the agreement. In a biennial bid year the March list shall be provided by the end of January. ~~on a quarterly basis upon the written request of the local union.~~

Section 4

[No change]

Section 5

In the event a driver loses ~~his/her~~ their 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~~ their license ~~his/her~~ their 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~~ they 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~~ their employ because of giving such work to a driver who has lost ~~his/her~~ their 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 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 January 15th and subsequently acquire seniority, ~~his/her~~ their seniority date, for all purposes, shall be the date ~~he/she acquires~~ they acquire seniority.

Section 7 - Reduction in Force

[No change]

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~~ they had knowledge of same.

Section 9 – Bidding

A. Regular Package Car Driver jobs shall be bid with starting times and delivery area(s). In cities where bidding on starting times or delivery areas is a practice, a schedule of starting times and or delivery areas shall be posted for bid beginning the last week of January with the bid to be scheduled to begin by the third full week in February unless mutually agreed to between the parties, to become effective February 1, 2019. Full-time Regular Package Car Drivers employees will have the right to select starting times and or delivery areas from the posted schedule every twenty-four (24) months. Full Time inside, and FT Combo employees required to bid will have the right to select starting times from the posted schedule every twenty four (24) months. 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. 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 ~~and or~~ delivery area, ~~he/she they~~ shall maintain such starting time ~~and 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 more than 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 they~~ shall be allowed to exercise ~~his/her their~~ seniority following the abolished package driver job language contained in this article.

D. During the time between the posting of the schedule, employees shall have the right to move 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. Full-Time employees with a New York State CDL A license who wish to become qualified by the Company as feeder drivers must notify the Company of their intentions before March 1st. 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 their~~ 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 their~~ seniority when moving into that classification and select any job their seniority allows them to have.

E. 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~~ their seniority and be given an opportunity to qualify for the position. In the event the employee fails to qualify ~~he/she~~ they 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 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 two (2) 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 qualified 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~~ their seniority within the package driver classification. The full-time seniority driver displaced as a result of this move may also exercise ~~his/her~~ their seniority within the package driver classification. The full-time seniority driver displaced as a result of this move may also exercise ~~his/her~~ their 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~~ their 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.

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. In Feeder department where bidding start times, job content, furthest destinations and schedules hours is not a practice, feeder bids, excluding shifting and yard work, will be bid with start time, job content, furthest destination, and scheduled hours.

Start time and destination to be bid by feeder drivers. Outside of November 10th through January 15th 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~~ **they** shall be allowed to exercise ~~his/her~~ **their** seniority in the same manner as if the run had been abolished.

A Feeder driver whose job is abolished may exercise ~~his/her~~ **their** seniority within the Feeder classification. The full-time seniority Feeder driver displaced as a result of this move may also exercise ~~his/her~~ **their** 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 **any** 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. Two (2) training routes or one (1) training route per fifteen (15) full time bid routes, with a maximum of four (4), may be bid in each Center. The employee that bids such training routes may be displaced off ~~his/her~~ **their** 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.

M. When an agreed upon vacancy occurs between the biennial bid cycle in any full-time position, that job shall be posted for bid. All supplemental bids shall be posted Wednesday to Tuesday unless mutually agreed otherwise between the Union and the Company. All efforts shall be made to have the affected employee moved to the job within thirty (30) days.

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~~ **they are** 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~~ their discharge or suspension. Should such an investigation prove that an injustice has been done an employee, ~~he/she~~ they shall be reinstated and compensated at ~~his/her~~ their usual rate of pay while ~~he/she has~~ they have 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

Feeder Drivers shall be entitled to forty-five (45) 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. ~~Upon ratification the Union Local shall notify the Company in writing of either a thirty (30) minute or a forty-five (45) minute lunch for Package Drivers in each building covered by the Local. Package Drivers shall be entitled to thirty (30) minutes for Lunch. Upon ratification, package drivers who want to be entitled to forty-five (45) minutes for lunch for the duration of the agreement shall notify the Company. No more than twenty five percent (25%) of a centers full-time drivers may opt for forty-five (45) minutes for lunch.~~ No employee shall go to lunch before ~~he/she has they have~~ worked three and one-half (3 1/2) hours nor after ~~he/she has they have~~ worked five and one-half (5 1/2) hours. No employee shall be paid for ~~his/her their~~ lunch period unless ~~he/she is they are~~ instructed to work thru ~~his/her their~~ lunch period by ~~his/her their~~ 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 them~~ for a vacation in the next calendar year. If ~~he/she they~~ worked less than one hundred thirty (130) days, ~~he/she they~~ shall be given a pro-rata vacation based on one twelfth (1/12th) of the vacation for which ~~he/she is they are~~ 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 (6th) 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

[No change]

Section 3

[No change]

ARTICLE 61 – HOLIDAYS

The language contained in this Article shall apply to employees represented by Teamsters Locals 118, 264, 294, 317, ~~529~~, and 687 who are covered by this agreement. Employees represented by Teamsters Local 449 who are covered by this Agreement should refer to Paragraph ~~D~~A of the UPS Buffalo Amendment.

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, MARTIN LUTHER KING JR. DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY 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~~ **they have** been laid off thirty (30) days or more prior to a holiday, fails to work ~~his/her~~ **their** 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~~ **their** 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 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 rover request was approved or not, failure to do so will result in the employee getting the requested rover.

Section 2

A newly hired full-time employee, upon gaining seniority, shall be entitled to roving holidays in the following manner: If ~~his/her~~ their seniority date is in the first four (4) months of the calendar year, ~~he/she~~ they shall be entitled to four (4) roving holidays in that calendar year; if ~~his/her~~ their seniority date is in the second four (4) months of the calendar year, ~~he/she~~ they shall be entitled to three (3) roving holidays in that calendar year; if ~~his/her~~ their seniority date is in the last four (4) months of the calendar year, ~~he/she~~ they 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~~ they shall be given a pro-rata roving holiday based on one-twelfth (1/12th) of the holidays for which ~~he/she is~~ they are 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

[No change]

Section 3.1

[No change]

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 54

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 65

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

Section 76

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

Section 87

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/~~1823~~ 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 8/01/20~~18~~23, 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 15th ~~1st~~); however, should the Company retain or rehire a helper within 60 days of January 15th ~~1st~~, it shall retroactively make the appropriate contributions on their behalf for their hours worked during peak season.

Effective August 1, 20~~19~~23, the Employer contributions to the Health and Welfare ~~and Pension~~ shall be increased a total of ~~One Dollar \$ 1.00~~ \$0.50 per hour as outlined in the National Master Agreement.

Effective August 1, 20~~20~~24 the Employer contributions to the Health and Welfare ~~and Pension~~ shall be increased a total of ~~One Dollar \$ 1.00~~ \$0.50 per hour as outlined in the National Master Agreement.

Effective August 1, 20~~21~~25 the Employer contributions to the Health and Welfare ~~and Pension~~ shall be increased a total of ~~One Dollar \$ 1.00~~ \$0.50 per hour as outlined in the National Master Agreement.

Effective August 1, 20~~22~~26 the Employer contributions to the Health and Welfare ~~and Pension~~ shall be increased a total of ~~One Dollar \$ 1.00~~ \$0.50 per hour in the National Master Agreement.

Effective August 1, 20~~23~~27 the Employer contributions to the Health and Welfare ~~and Pension~~ shall be increased a total of ~~One Dollar \$ 1.00~~ \$0.50 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

[No change]

Section 3

[No change]

Section 4

[No change]

Section 5

[No change]

Section 6

[No change]

Section 7

[No change]

Section 8

[No change]

Section 9

[No change]

Section 10

[No change]

Section 11

[No change]

Section 12

[No change]

Section 13

[No change]

Section 14

[No change]

ARTICLE 63 - PENSION & RETIREMENT FUND

Section 1

Effective August 1, 201~~8~~23, 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, 201~~8~~23, 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 15th ~~1st~~); however, should the Company retain or rehire a helper within 60 days of January 15th ~~1st~~, it shall retroactively make the appropriate contributions on their behalf for their hours worked during peak season.

The current hourly pension contribution rate can be increased up to fifty cents (\$0.50) each August 1 during the life of this Agreement subject to the allocation process between Pension and Health & Welfare as set forth in Article 62 above.

~~Effective August 1, 2019, 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, 2020, 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, 2021, 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, 2022, 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, 2023, 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.~~

Section 2

[No change]

Section 3

[No change]

Section 4

[No change]

Section 5

[No change]

Section 6

[No change]

Section 7

[No change]

Section 8

[No change]

Section 9

[No change]

Section 10

[No change]

ARTICLE 64 – WAGES

Section 1 - Wage Schedules

[No change]

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~~ they are performing except when fifty percent (50%) or more of ~~his/her~~ their normal day's work or normal workweek is in a higher classification in which event ~~he/she~~ they shall be paid at the highest classification for ~~his/her~~ their entire day and/or week.

Section 3 – Injury

[No change]

Section 4 - Work in Other Industries

[No change]

**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~~ their 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

[No change]

ARTICLE 67 - AIR CONDITIONING

[No change]

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

[No change]

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. **For the period of November 1 through December 31, part-time seniority employees who work a 6th or 7th day in a week will be paid time and one-half (1 ½) for all hours worked.** 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 six (6) for one (1) basis (e.g., for every seven (7) jobs, six (6) 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~~ their vacation, ~~he/she~~ they will receive ~~his/her~~ their 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~~ their vacation, ~~he/she~~ they will receive ~~his/her~~ their vacation as a part-time employee (twenty (20) hours for each week at the part-time rate).

Section 3

Part-time employees will work ~~of~~ 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~~ 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~~ their rate of pay.

Section 6

[No change]

Section 7

[No change]

Section 8

[No change]

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~~ they worked less than one hundred thirty (130) days, ~~he/she~~ they shall be given pro-rata sick days based on one twelfth (1/12th) of the sick days for which ~~he/she is~~ they are 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

[No change]

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day of August 1, 201823, to be effective as of August 1, 201823, 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

~~Brian Hammond~~ Charles A. Greenfield, Chairman

~~Christopher Toole~~

Jeffrey Brylski
~~BeLinda Combs~~
~~Roberta Dunker~~
~~James Hollenbeek~~
~~Jeffrey Sargent~~
~~Ty Van Pelt~~
Michael Miller
Jeffrey Norman
Anthony Sesso

Michael Cimilluca
Michael Degano
~~Charles Greenfield~~
~~Thomas Quackenbush~~
Tony Vaccaro
~~John Woodrich~~
John Morgan
Jeremy Pietrzykowski
Casey Shreve

Rank and file members

Dennis Chick
Ronald Nelsen

Eric Hoff
Jeffrey Palmerino

UNITED PARCEL SERVICE
UPSTATE/WEST NEW YORK DISTRICTS
NEGOTIATING COMMITTEE

Brian Speller, Chairman

Brian Aiello	Lola Delans
Jane Fanniff	Michael Feron
Todd Hart	Matthew Hoffman
Cathy Janowski	Lawrence MacArthur
Jacquelyn Thompson	Eion Tierney
<u>Raymond Banach III</u>	<u>Amy Demarco</u>
<u>Wayne Foulke</u>	<u>Matthew Hoffman</u>
<u>Taylor Levey</u>	<u>Kurt Marx</u>
<u>Mike Stone</u>	<u>Eion Tierney</u>
<u>Allison Williams</u>	<u>Richard Ziemba</u>

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 Charles Greenfield

(Signed)

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

(Title)

FOR THE COMPANY

By Brian Speller

(Signed)

Its District Labor Manager

(Title)

APPENDIX A

UPSTATE/WEST NEW YORK DISTRICTS WAGE SCHEDULE

All wage schedules will be adjusted to reflect the 201823 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 package or feeder classification.

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

After two (2) years: 75% of the prevailing top rate for 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 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 **(1)** week at a time and will be guaranteed a minimum of two **(2)** 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 in that center.

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

Employees that have previously qualified as part-time cover drivers who no longer wish to be part-time cover drivers and return to their status as inside part-time employees shall provide their immediate manager with proper written notice sixty (60) days in advance of the date they wish to remove themselves as a part-time cover driver. Any employee that removes themselves as a part time cover driver shall do so for a period of three (3) years and lose all wage progression credits and will have to requalify prior to assuming any future driving position. No more than 10% of a center's part time cover drivers shall be allowed to disqualify themselves in a 12 month period.

J) The Company maintains the right to hire Temporary Cover drivers from the outside after exhausting qualified inside part-timers. Such employees shall be hired when there is a need for part time cover drivers but no need for inside part time employees. Employees hired under this provision shall work as PT cover drivers as outlined above in Appendix A, however, the company is under no obligation to provide them with inside work opportunity. Outside Temporary Cover Drivers shall gain seniority pursuant to Article 57 section 1 (b) of the Upstate West New York Supplemental Agreement. Should Part time inside positions become available such positions will be offered to outside Temporary Cover drivers in seniority order prior to hiring from the outside. This opportunity will be extended to each employee on a one-time basis. Should the employee decline the opportunity the employee will have no future right to work as an inside PT employee.

Section 2

The Company will have the right to use part-time helpers during the following periods: From November 1st until January 31st ; 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~~ \$16.20 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~~ \$16.20 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 ~~forty-five (45)~~ sixty (60) 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 five (3035) 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 ~~2018~~2023 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 ~~2018~~2023-~~2023~~2028 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

[No change]

**UPS ALBANY
AMENDMENT TO PARCEL AGREEMENT
FOR THE PERIOD OF
AUGUST 1, 2018 TO JULY 31, 2023**

~~A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2019.~~

~~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 permanent 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
AUGUST 1, 2018 TO JULY 31, 2023**

~~A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2019.~~

~~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 – LOCAL 449
AMENDMENT TO PARCEL AGREEMENT
FOR THE PERIOD OF
AUGUST 1, 2018~~23~~ TO JULY 31, 2023~~28~~

~~A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1st, 2019. 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.~~

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

DECEMBER 31 ST, NEW YEARS DAY, MARTIN LUTHER KING JR. 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~~ they have been laid off thirty (30) days or more prior to a holiday, fails to work ~~his/her~~ their 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~~ their 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~~ their seniority date is in the first four (4) months of the calendar year, ~~he/she~~ they shall be entitled to four (4) roving holidays in that calendar year; if ~~his/her~~ their seniority date is in the second four (4) months of the calendar year, ~~he/she~~ they shall be entitled to three (3) roving holidays in that calendar year; if ~~his/her~~ their seniority date is in the last four (4) months of the calendar year, ~~he/she~~ they 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~~ they worked less than one hundred thirty (130) days, ~~he/she~~ they shall be given a pro-rata roving holiday based on one-twelfth (1/12th) of the holidays for which ~~he/she is~~ they are 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

[No change]

Section 3.1

[No change]

Section 4

[No change]

Section 5

[No change]

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~~ they shall be paid for that holiday. Such pay shall not be considered worked for weekly overtime.

Section 7

[No change]

Section 8

[No change]

UPS SYRACUSE
AMENDMENT TO PARCEL AGREEMENT
FOR THE PERIOD OF
AUGUST 1, 2018~~23~~ TO JULY 31, 2023~~28~~

~~A. A schedule of starting times or delivery areas shall be posted for bid every twenty-four (24) months to become effective February 1, 2019.~~

~~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. A. 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. B.**~~ 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 pro-rated by time worked in the current year using the pro-rated schedule for vacations.

~~**G. C.**~~ 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 69 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 ~~37~~ **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 AUGUST 1, 2018~~23~~ TO JULY 31, 2023~~28~~
FOR MECHANICS IN TEAMSTERS LOCALS NOS.
118, 294, 317, 449, 529, 264, 687**

PREAMBLE:

[No change]

ARTICLE 1

The Supplement to the National Master United Parcel Service Agreement and Upstate/West New York Supplement for the period of August 1, 2018~~23~~ through July 31, 2023~~28~~ 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, 294, 317, 449, 529, 264, 687. 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

[No change]

ARTICLE 3 – WAGES

All Wage Schedules will be adjusted to reflect the 2013~~23~~ National Bargaining Agreement.

ARTICLE 4 – APPRENTICES

[No change]

ARTICLE 5 - PAID-FOR TIME

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

ARTICLE 6 - REDUCTION IN FORCE

[No change]

ARTICLE 7 – VACANCIES

[No change]

ARTICLE 8 - GRIEVANCE & ARBITRATION

Section 1

[No change]

ARTICLE 9 - GENERAL MANAGEMENT PROVISION

[No change]

ARTICLE 10 – SUBCONTRACTING

[No change]

ARTICLE 11 - CHANGE IN WORK SCHEDULE

[No change]

ARTICLE 12 – TOOL ALLOWANCE

All full-time seniority mechanics shall receive a ~~\$240.00~~ \$300.00 per year tool allowance to be paid in January of each year of the agreement.

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

This Amendment to the Agreement between UPSTATE/WEST NEW YORK DISTRICTS OF UNITED PARCEL SERVICE, INC. For the period of August 1, 20~~18~~23 through July 31, 20~~23~~28, 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~~ 294 - Utica Center - Center Clerks

Section 2

[No change]

ARTICLE 2 – SENIORITY

Section 1

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

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.

ARTICLE 3 - WORKDAY & WORKWEEK

[No change]

APPENDIX A WAGE SCHEDULE

All Wage Schedules will be adjusted to reflect the 201~~8~~23 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.~~

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.~~

**AMENDMENT TO PARCEL
AGREEMENT
FOR THE PERIOD OF AUGUST 1, 2018~~23~~ TO JULY 31, 2023~~28~~
FOR FULL-TIME SENIORITY EMPLOYEES IN TEAMSTERS LOCALS NOS.
118, 264, 294, 317, 529, 687**

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

LETTER OF AGREEMENT

United Parcel Service, Inc. ("UPS" or "Company") and the Teamsters Upstate/West New York United Parcel Service Negotiating Committee (the "Union") agree to the following to become effective upon the ratification of the National Master Agreement ("NMA") in its entirety.

1. Notwithstanding Article 34, Section 4, paragraphs 2 or 4 of the NMA, twenty-five cents (0.25) of the monies available for a HWPC, if any, may be reallocated to a general wage increase, for those employees who are participants in the New York State Teamsters Conference Pension & Retirement Fund.
2. In order to make a reallocation pursuant to paragraph 1 above, the Union must comply with the remaining provisions of Article 34, Section 4.

LETTER OF AGREEMENT

United Parcel Service, Inc. ("UPS" or "Company") and the Teamsters Upstate/West New York United Parcel Service Negotiating Committee (the "Union") agree to the following, effective upon ratification of the National Master Agreement ("NMA") in its entirety.

1. The Joint Supplemental Area Negotiating Committee shall have the ability to reallocate a portion of the current UPS contribution rate from the New York State Teamsters Council Health & Hospital Fund (the "Health & Hospital Fund") to the New York State Teamsters Council UPS Retiree Health Fund (the "Retiree Fund"). Any such reallocation shall be effective following ratification of the NMA, with any additional reallocations become effective on August 1 of a subsequent year of the NMA.

2. If there are any monies available under Article 34 of the NMA to increase the contribution rate to the Health & Hospital Fund, the Joint Supplemental Area Negotiating Committee shall have the ability to allocate some or all of that contribution rate increase to the Retiree Fund instead of the Health & Hospital Fund. Any such allocation shall become effective on August 1 of each year of the NMA, beginning on August 1, 2023.

3. Any allocation or reallocation pursuant to paragraphs 1 and 2 above shall be subject to the process outlined in Article 34 of the NMA, including approval of the Joint National Negotiating Committee. The parties further acknowledge that the availability of monies referred to in paragraph 2 above is still subject to the negotiation of Article 34 of the NMA.