



UPSTATE-WEST NY SUPPLEMENTAL COMMITTEE

Local 118
Rochester, NY
Local 264
Cheektowaga, NY
Local 294
Albany, NY
Local 317
Syracuse, NY
Local 449
Buffalo, NY
Local 529
Elmira, NY
Local 687
Watertown, NY

Dear Upstate-West NY UPS Teamsters;

After the rank and file in Upstate and Western New York rejected United Parcel Service's last offer, Locals were instructed to conduct meetings with their membership to discuss concerns or changes that might be made.

Each of the seven Locals in our Supplement presented a list of concerns brought up by their members to the Committee. In the end, a list of changes that were agreeable to all the Locals was presented to the Company. After extensive negotiations between the parties, your Supplemental Committee, representing all seven Locals agreed to the following changes:

- **Biennial bids will no longer be restricted by classification.**
 1. Full-time employees may bid a job that is reachable to them with their seniority that they are also Company qualified in.
 2. Package car drivers qualified in Feeders may bid into the Feeder Department during the biennial bids. Feeder drivers that are package car qualified may bid into Package.
 3. Hub employees may bid into either Feeder or Package if they were previously qualified, and Package Car and Feeder employees may bid into a Hub position.
 4. In exchange, all vacated full-time jobs will result in two bids to fill the position with the Company placing a new hire in the third opening. This will apply to both years of the bid cycle.
- **Each building will vote to allow either a thirty minute or forty-five-minute lunch.**
 1. This decision will be done by your Local and will apply to all full-time Package Car Drivers in that building exclusively. Individual Centers within the same building will count as one.
 2. Each separate UPS facility or building within the same Local will be handled individually.
- **Any employee who has been out of work more than four years will be given an additional twelve months before separating from UPS.**
 1. This will provide additional time for employees attempting to re-enter the work force to complete any rehabilitation requirements.
- **Before creating any four day/ten hour jobs in the Package Car division, the Company must receive approval from the Local.**
- **The day after Thanksgiving Holiday shall be handled in two ways:**
 1. Local 449 shall continue to follow the 2013-2018 language in the Upstate/West NY Supplement for the new agreement.
 - This will be spelled out in the Local 449 Appendix in the new agreement
 - The day after Thanksgiving will remain a holiday for Local 449 members.
 - Full-time workers shall receive eight hours holiday pay and part-time workers shall receive four hours holiday pay
 - Anyone put to work to deliver or process air shall be paid their straight time rate of pay with a minimum guarantee of four hours. Overtime after eight hours shall be at double the current overtime rate.
 - Employees put to work to deliver ground shall be paid their straight time rate of pay with a guarantee of eight hours (for full-time employees). Employees shall

also be paid an additional day's pay equaling the number of hours worked.
Overtime after eight hours shall be at double the current overtime rate.

2. Locals 118, 264, 294, 317, 529 and 687 shall follow the original proposal which includes:
 - The day after Thanksgiving shall become a regular work day
 - All employees shall be given a 5th rover. All five rovers can be bid as an additional week's vacation on an open week after regular vacation picks are completed.
 - The Company must provide approval for any rover request within 14 days, a failure to do so will guarantee the rover request.
 - Any work on any non-scheduled work day shall be paid at the overtime rate with a four-hour guarantee.
 - Any work on Christmas, New Year's Eve, New Year's Day, Memorial Day, July 4th and Labor Day shall be paid at the overtime rate.

In addition, the Committee was able to work with the New York State Teamsters Benefit Fund to maintain all of your current health care benefits and pension benefits at their current levels without any changes and without any future reductions in wages to cover any increases in their cost. **It is the position of the Negotiating Committee to accept these changes and endorse the new agreement.**

This agreement offers significant improvements to our bidding rights, allowing more movement for our full-time employees when jobs become open. It recognizes that situations change year to year and provides new language that doesn't lock a full-timer out of a position because they previously passed a job. In the Feeder Department, there will be a '*top down*' bidding process whenever there is an open job and package car drivers can submit a letter of intent each year that will allow them to be considered for any open jobs outside of the biennial bids.

New language helps to protect our inside workers by forcing the Company to maintain a more consistent start-time schedule so that our members can plan their lives, schooling, daycare and second jobs with more certainty.

Our changes also protect our full-time bids, maintain all jobs with five consecutive days, allow the Union to monitor any extra jobs and stop the Company from playing a '*shell game*' of changing a job's name every day thus forcing the Company to bid these as permanent jobs after 30 consecutive days and require any full-time openings in our Hubs be filled by our employees before ever hiring from the street.

Please take the time to read the changes and consider them along with the improvements made to the Master Agreement. It is your Committee's opinion that we have provided a solid contract for the next five years, that will add more full-time jobs, protect our inside work and our current full-time Package Car drivers in addition to increasing wages and maintaining our top of the line health care and pension packages.

Thank you to everyone for your support and patience during this process.

We would like to wish everyone a Happy New Year.

Your Upstate-West New York Negotiating Committee



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Highlights – Upstate/West New York UPS Supplement in Principle

The following contains highlights of the **UPDATED (NEW)** contract improvements 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/hour

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 3 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 **may bid any job (NEW)** they are Company qualified for
- The Company must complete a minimum of 2 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 1 hour or whose job is abolished shall exercise their seniority to bid another job. This shall continue 3 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 'two bids and a**

place (NEW)'. All open bids will be filled in seniority order

- 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 1 hour, have a change to the farthest destination or a change of more than 5 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 1 training route for every 15 bid full-time routes, **this shall be capped at a maximum of four (4) (NEW)**. 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

Each Local shall allow Package Car Drivers in each separate building to vote on whether they want a 30 minute lunch or a 45 minute lunch for the duration of the contract (NEW). 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

For Locals 118, 264, 294, 317, 529 and 687 ONLY (NEW)

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:

- 5th rover for all employees
- Employees may now bid all 5 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 a non-scheduled day will be paid at the overtime rate of time and one half
- The Company must now notify the employee at least 2 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.

LOCAL 449 will continue to follow the current 2013-2018 language in Article 61. THEY WILL NOT LOSE THEIR CURRENT HOLIDAY PROTECTIONS as decided by their arbitration award. (NEW)

Article 64.4

- The Company may create additional jobs with either 4 or 5 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
- **The Company MUST secure Local Union approval before creating any 4 day/10 hour jobs in Package Car (NEW)**

Health & Welfare and Pension

The Committee was able to maintain all current health care benefits and pension benefits for the life of the new agreement without any future wage cuts. (NEW)

Part-time employees

- The Union and the Company can mutually agree to creating part-time positions that have a 3-day schedule of 7 hours per day (two 3 ½ hours shifts per day)
- Part-time employees 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 15th 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 2 helpers during the specified helper periods in Appendix A. Currently drivers on mall routes can be assigned 2 helpers.

Loss of Seniority – Memorandum of Understanding

Any employee who has already been out of work for more than four years will automatically receive an additional 12 months of leave before triggering their separation. This will provide them with time to continue any treatments or rehabilitation programs and return to active duty. (NEW)

The changes made to your Supplement were approved and ratified by your Upstate/West NY Supplemental Negotiation Committee.

It is the recommendation of the Committee that the rank and file approve the changes.