

Collective Bargaining Agreement

Between

UPS/CSI

And

LOCAL 295



affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

August 1, 2013 to July 31, 2018

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**WITNESSETH**

**WHEREAS**, the Union is the Collective Bargaining Agent on behalf of the employees hereinafter described; and

**WHEREAS**, the Union and the Employer have negotiated for the purpose of establishing terms and conditions of employment for employees covered by this Agreement

**WHEREAS**, it is the sense of this Agreement that employees covered hereunder be afforded continued and full opportunity of employment without interruption and in accordance with the standards of this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

This Agreement entered into between UPS/CSI for its Air Freight operations, hereinafter called the "employer" or the "Company", and LOCAL UNION 295, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "union", to govern all hours, wages, and working conditions herein set forth, and to continue from August 1, 2013 to and including July 31, 2018

**SECTION 1: WAGES**

All full-time employees who have attained seniority as of August 1, 2013 will receive the following general wage increases for each contract year. In each of the last 2 years (2016 & 2017), the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for the year will be as follows:

2013-seventy cents (\$0.70)    2014-seventy cents (\$0.70)    2015 seventy cents (\$0.70)  
2016-eighty cents (\$0.80)    2017-one dollar (\$1.00)

- (A) The wage rates herein above set forth shall be deemed effective as of the date indicated and are applicable to all employees as of the date on which they commence their employment, except as set forth in Section 1 (C) below.
- (B) All employees covered by this Agreement whose shift commences between 12:00 (Noon) to and including 7:00 AM shall receive three dollars (\$3.00) per day over the wage scale listed above. The three dollars per day (\$3.00) shall be added to the wages of the employee.
- (C) Employees hired after September 1, 1992 will receive seventy (70%) percent of the current applicable rate of pay for the job classification into which they are hired. On their first anniversary date, wages will be increased to Eighty (80%) of the then current wage

scale. On their second anniversary date, wages will be increased to ninety (90%) of the then current wage scale. On their third anniversary wages will be increased to 100% of the applicable rate of pay and all other entitlements will be increased to tier I levels.

The term current applicable rate is the hourly rate including all wage adjustments under this agreement.

## SECTION 2: HOURS

- (A) Except as provided in the second paragraph of this section, a full-time employee's work week including all tiers shall be guaranteed to consist of five (5) consecutive days Monday through Friday or Tuesday through Saturday, eight hours each day or four (4) days, ten hours each day, with three consecutive days off, one of which must be a Saturday or Sunday, within the employee's bidded seven (7) day period. Regardless of an employee's shift, the most senior qualified Employee shall be offered overtime on an extra day bid. The Employer further agrees that should Sunday coverage be needed for eight hours, the schedule shall be Sunday through Thursday and should Sunday coverage be needed for ten hours; the schedule will be Sunday through Wednesday. Hours worked in excess of eight on a five day schedule or ten on a four day schedule shall be paid at time and one half. For employees working a five (5) day/eight hour per day schedule, all work performed on a sixth day will be paid for at time and one half and all work performed on a seventh day will be paid for at double time rate. For employees working a four day/ten hour per day schedule, all work performed on the fifth day will be paid for at time and one half, and all work performed on the sixth and/or seventh day will be paid for at the listed double time rate. All employees who successfully bid an extra day shall be guaranteed a minimum of their regularly scheduled hours of work or pay at the appropriate rate for the extra day. All employees who successfully bid an extra day shall be guaranteed a minimum of their regularly scheduled hours of work or pay at the rate of pay listed for such days in Section 1 of this Agreement. It is not necessary for an employee to work the earlier days of the work week in order to qualify for sixth and seventh, and in the case of the four day/ten hour per day schedule, fifth day rates of pay. There shall be no pyramiding of overtime.

The Company may post no more than six bids for four day/ten hour per day schedules the sixth (6) four (4) day/ten (10) hour per day bids may include Friday to Monday bids at straight time pay for the schedule forty (40) hours per week and ten (10) hours per day. Any five day schedule that includes a Sunday will be Sunday to Thursday.

- (B) A day's work shall be exclusive of one (1) hour for lunch, which period shall not start before the employee has worked three and one half (3 1/2) hours, and must start before the employee has worked five and one half (5 1/2) hours. Any employee working through their lunch hour shall receive overtime pay and an additional twenty minute break to eat.

All bids that start at three or four P.M. will be eight hour shifts inclusive of a thirty minute paid lunch break at the mutual convenience of management and the employee

with primary consideration given to the efficiency of the operation. Should management deny the employee the opportunity for this thirty minute paid lunch break, then management may opt to have the employee leave thirty minutes before the scheduled end of the shift with eight hours pay allowed, or pay the employee at overtime rates for all work performed after seven and one half hours on shift.

- (C) Employee's time worked shall be computed from time required to report at the garage or terminal and to the time of return to the same garage or terminal.

**SECTION 3: OPERATIONS COVERED**

- (A) This Agreement covers all Driver/Dockworkers performing pickup and delivery work in the geographic areas corresponding to the following zip codes as in effect with the U.S. Postal service on the effective date of this agreement:

10044	10400	10401	10450	10451	10452	10453	10454	10455	10456
10457	10458	10459	10460	10461	10462	10463	10464	10465	10466
10467	10468	10469	10470	10471	10472	10473	10474	10475	10502
10503	10517	10521	10522	10528	10530	10533	10538	10543	10550
10551	10552	10553	10557	10558	10559	10580	10581	10583	10587
10600	10601	10602	10603	10604	10605	10606	10607	10625	10629
10633	10650	10700	10701	10702	10703	10704	10705	10706	10707
10708	10709	10710	10711	10712	10713	10714	10715	10716	10717
10718	10719	10720	10721	10722	10723	10724	10725	10726	10727
10728	10729	10730	10731	10732	10733	10734	10735	10736	10737
10738	10739	10740	10741	10742	10743	10744	10745	10746	10747
10748	10749	10750	10751	10752	10753	10754	10755	10756	10757
10758	10759	10760	10761	10762	10763	10764	10765	10766	10767
10768	10769	10770	10771	10772	10773	10774	10775	10776	10777
10778	10779	10780	10781	10782	10883	10784	10785	10786	10787
10788	10789	10790	10791	10792	10793	10794	10795	10796	10797
10798	10799	10800	10801	10802	10803	10804	10805	10806	10807
10808	10809	10810	10811	10812	10813	10814	10815	10816	10817
10818	10819	10820	10821	10822	10823	10824	10825	10826	10827
10828	10829	10830	10831	10832	10834	10835	10836	10837	10838
10839	10840	10841	10842	10843	10844	10845	10846	10847	10848
10849	10850	10851	10852	10853	10854	10855	10856	10857	10858
10859	10860	10861	10862	10863	10864	10865	10866	10867	10868
10869	10870	10871	10872	10873	10874	10871	10876	10877	10878
10879	10880	10881	10882	10883	10884	10885	10886	10887	10888
10889	10890	10891	10892	10893	10894	10895	10896	10897	10898
10899	11001	11002	11003	11004	11005	11010	11020	11021	11022
11023	11024	11025	11027	11030	11040	11041	11042	11043	11044
11050	11051	11052	11053	11054	11055	11096	11099	11100	11101
11102	11103	11104	11105	11106	11120	11200	11201	11202	11203
11204	11205	11206	11207	11208	11209	11210	11211	11212	11213
11214	11215	11216	11217	11218	11219	11220	11221	11222	11223
11224	11225	11226	11227	11228	11229	11230	11231	11232	11233
11234	11235	11236	11237	11238	11239	11240	11241	11242	11243

11244	11245	11247	11248	11249	11250	11251	11252	11254	11255
11256	11300	11301	11351	11352	11353	11354	11355	11356	11357
11358	11359	11360	11361	11362	11363	11364	11365	11366	11367
11368	11369	11370	11371	11372	11373	11374	11375	11377	11378
11379	11380	11381	11385	11386	11388	11390	11395	11400	11401
11402	11405	11406	11407	11408	11410	11411	11412	11413	11414
11415	11416	11417	11418	11419	11420	11421	11422	11423	11424
11425	11426	11427	11428	11429	11430	11431	11432	11433	11434
11435	11436	11439	11440	11441	11446	11447	11450	11451	11452
11460	11470	11472	11474	11476	11478	11480	11482	11484	11486
11488	11499	11501	11507	11509	11510	11514	11516	11518	11520
11530	11535	11536	11541	11542	11545	11547	11548	11550	11551
11552	11553	11554	11555	11556	11557	11558	11559	11560	11561
11563	11564	11565	11566	11568	11569	11570	11571	11572	11575
11576	11577	11579	11580	11581	11582	11583	11588	11590	11592
11593	11594	11595	11596	11597	11598	11599	11600	11601	11690
11691	11692	11693	11694	11695	11696	11697	11701	11702	11703
11704	11705	11706	11707	11709	11710	11713	11714	11715	11716
11717	11718	11719	11720	11721	11722	11724	11725	11726	11727
11728	11729	11730	11731	11732	11733	11734	11735	11736	11737
11738	11739	11740	11741	11742	11743	11744	11745	11746	11747
11749	11750	11751	11752	11753	11754	11755	11756	11757	11758
11760	11762	11763	11764	11765	11766	11767	11768	11769	11770
11771	11772	11773	11774	11775	11776	11777	11778	11779	11780
11782	11783	11784	11786	11787	11788	11789	11790	11791	11792
11793	11794	11795	11796	11797	11798	11800	11801	11802	11803
11804	11805	11813	11815	11816	11819	11853	11854	11855	11901
11930	11931	11932	11933	11934	11935	11937	11939	11940	11941
11942	11944	11946	11947	11948	11949	11950	11951	11952	11953
11954	11955	11956	11957	11958	11959	11960	11961	11962	11963
11964	11965	11967	11968	11969	11970	11971	11972	11973	11975
11976	11977	11978	11980						

And all of the Employer's Driver/Dockworkers performing any other driving duties originating at any of the Employer's facilities on Long Island or in the boroughs of Brooklyn, Queens or the Bronx.

For so long as pick up and delivery work in the borough of Manhattan is being performed by CSI/UPS employees other than those covered by this Agreement, the employees named in Appendix A shall not be laid off for lack of work. Should pick up and delivery work in the borough of Manhattan originate in Manhattan or any of the Geographic areas corresponding to the zip codes noted above, the work will be performed by employees covered by this Agreement

- (B) Employees covered - Employees covered by this Agreement are Driver/ Dockworkers performing the work described in subsection A immediately above as well as those performing dock work and facilities maintenance work in the geographic area described in subsection A immediately above.

- (C) Transfer of Company Title of Interest - The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Union, at the time seller, transferor, or lesser executes a contract or transaction as herein described. The Union shall be advised of the exact nature of the transaction and shall be afforded an opportunity to discuss the impact of the same upon the employees prior to finalization.
- (D) In the event the Employer changes his operations within the geographic areas described in subsection 3(A) above, the present employees and present contract shall prevail at the terminal(s) or locations(s), and the displaced employees or the employees affected shall have a right in keeping with their seniority to move to the new terminal(s) or location(s) with all seniority rights. In the event the Employer operates more than one terminal or branch within the geographic areas described in subsection 3(A) above and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal(s) or branch (es), the employees affected by the closing of the terminal(s) or branch (es) shall have full seniority rights, however, all other terms and conditions of the employment are so enjoyed in the remaining terminal.
- (E) Opening New Branches - When a new branch (es) or terminal(s) is opened at any location within the geographical area described in subsection 3 (A) of this Agreement, the work will be subject to this agreement and will initially be posted for bidding by employees already working under this Agreement, who shall have thirty (30) days to return to their former location with no loss of seniority, after which, incumbents of jobs at the new location will constitute a separate seniority unit.
- (F) All Air Freight trucks, tractors, trailers or any other vehicles owned by or leased to, by or through the Employer, while used in operations covered by this agreement shall be operated by employees covered by this Agreement.

The Company will allow a minimum of one transfer per quarter and/or 4 transfers per year between locations covered by this agreement for reasons of genuine hardship.

#### SECTION 4: HOLIDAYS

- (A) For the year beginning September 1, 2000 the following days or days designated in lieu thereof by the employer shall be considered holidays under this Agreement: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day the employee's birthday and seven (7) optional Holidays. Tier I employees shall in addition be entitled to Christmas Eve as a holiday, and one additional optional holiday

Employees will bid to schedule optional holidays on April 1, each year. When bidding for optional holiday schedules, each employee will be entitled to bid for and be scheduled off on two of the holidays, and the Employer will grant requests on a seniority basis from up to half of the Service Center work force and up to half of the Gateway work force for the following as optional holidays:

Marti Luther King Day	Yom Kipper	Good Friday (including orthodox)
Lunar New Year		Easter Sunday (including orthodox)
Day after Thanksgiving		Jewish New Year (Rosh Hashanah)
Orthodox Christmas		

- (B) In order to be eligible for holiday pay, an employee must be on the work schedule (i.e. not on workers compensation, disability, or layoff) for the week in which the holiday falls and work or use an available sick day their last scheduled day (does not mean an optional holiday or vacation day, which are scheduled days off) before the Holiday and first scheduled day (does not mean an optional holiday or vacation day, which are scheduled days off) after the holiday.
- (C) All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay with, for all employees, a minimum guarantee of eight (8) hours work or pay in addition to the holiday pay. In the event that any of the above holidays fall on an employee's sixth or seventh work day that week, and if the employee works that holiday, he/she shall receive the higher rate of pay.
- (D) Employees who are assigned to work on an evening prior to a holiday and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter. The regular starting time of the next day, the holiday hourly rate shall apply until he completes his work.
- (E) Employees assigned to work on a sixth day or seventh day or holiday evening and whose work ends on the following day, shall be paid at the sixth day or seventh day or Holiday rate until he has completed his work.

## SECTION 5: SUBCONTRACTING

- A. The Employer may contract first flight; other unscheduled or emergency pick-up or deliveries and excess volume that cannot be handled by the normal pick-up and delivery pattern or equipment. However, the Employer will make every reasonable effort to utilize bargaining unit employees before contracting out such work.
- B. The Employer may utilize subcontractors at its discretion for outlying geographic areas when shipments and revenues are not sufficient to justify the cost of operating the Employer's vehicles. Upon ratification of this agreement and, at least once every six (6) months thereafter the Employer shall meet with the Union to review cost and volume data



related to existing subcontractors. The work will be assigned to the bargaining unit if it can be performed at equal or lesser cost by the bargaining unit. The Employer shall have the right to remove any work assigned to the bargaining unit as a result of the subcontracting review meeting. Nothing within this section shall allow the Employer to remove work assigned to the bargaining unit prior to the next scheduled review meeting. Furthermore nothing within this Section shall allow the Employer to remove work being performed by the bargaining unit as of the date of ratification.

C. The Employer shall notify the Union of any subcontracting.

## SECTION 6: PROBATIONARY EMPLOYEES

- (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or after the thirty-first (31st) day following the effective date of this Agreement or the execution thereof, whichever is later, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his employer has received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members and, further that the employee has had notice and opportunity to make all dues or initiation fee payments.
- (B) In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.
- (C) When the Employer needs additional employees, it shall first give the Local Union twenty-four (24) hours to recommend suitable applicants, but the employer shall not be required to hire such applicant. There shall be no discrimination against any person based upon union membership. Employer retains the right to reject any job applicant referred by the Union. The Union agrees not to recommend applicants who are on strike at the time of referral.

A probationary employee is defined as an employee who is regularly scheduled for a normal work week and is working in a permanent position, but who has not completed his thirty (30) calendar day probationary period.

This Agreement applies to probationary employees, except that the Employer may, at its sole discretion discharge any such employee without further recourse provided, however,

that the Employer may not terminate the employee for the purpose of evading this Agreement or discriminating against Union members.

## SECTION 7: SENIORITY

- (A) **Seniority Principle.** Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference to choose their shifts. Seniority does not give an employee the right to choose a specific unit, run, trip, load or assignment.

All shifts shall be posted for thirty days for general bid within thirty (30) days from the execution of this Agreement and on the first day of each September thereafter. The new Job bids will become effective within thirty (30) days from posting but not later than the above dates. The Company may post up to three (3) additional general bids each year at its option. These bids will be posted from Monday to Friday on which day bids will be announced and will become effective on the second Sunday thereafter. Employees bidding on such shifts must be duly qualified to perform such work including the meeting of any requirements established by law, such as a class A or B unrestricted Commercial driver's License with HAZMAT and Air Brakes endorsements. The Company will post full-time vacation replacement bids in conjunction with the general bid up to a maximum of ten (10%) percent of the work force per terminal. Those employees bidding such shifts shall be notified on a weekly basis of the available shifts, for the following week, which shifts shall be awarded by seniority.

When a driver is taken off the roster because of retirement, death, job termination, and when any new hire completes thirty (30) days of employment, then a vacancy will be posted for bid. This vacancy will be posted on the bulletin board from Monday through Thursday and bids submitted within this period. The senior Driver/Dockworker bidding will be awarded the vacancy on Friday to fill the vacancy beginning the following Monday. Employees that are out due to vacation, sickness, disability or on compensation\* may place their bid over the telephone. The position left vacant by the successful bidder will be filled by the least senior qualified Driver/Dockworker or a Floater until the next general bid.

Employees shall be placed on the seniority list as of first date of hire as a bargaining unit employee. No employee can have seniority with more than one Employer. Seniority rights for employees shall prevail. For new employees, on the effective date of this agreement, seniority will be established by a list to be furnished by the Union. The Company will have no monetary liability for seniority grievances other than for failure to honor seniority as reflected by such list. For new employees hired after the effective date of this Agreement, seniority shall be measured by length of service with the Employer as a bargaining unit employee.

Any Driver/Dockman who is out on compensation or disability will have his position and starting time secured for up to sixty (60) months.

Overtime will be offered by seniority. Early starts and holdovers will be offered by seniority on the oncoming shift or shift at work as the case may be.

(B) Seniority Rank and Posting:

1. Within thirty (30) days after signing of this Agreement the Employer shall post in a conspicuous place at the Employer's terminal, a listing of employees arranged according to their seniority. Claims for correction to such lists must be made to the Employer within ten (10) days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the Grievance Procedure as established by this Agreement.

(C) Loss of Seniority

1. Seniority shall be broken only by:

- a) Discharge
- b) Voluntary quits
- c) No work or layoff for more than five (5) years
- d) Failure to respond to a notice of recall
- e) Unauthorized leave of absence
- f) Unauthorized failure to report to work for three (3) consecutive days when work is available
- g) Voluntary leaving of the classification of work covered by the Agreement and remaining in the employ of the employer in capacity.
- h) Is absent from work, except while on an approved leave of absence for service with the union, in excess of sixty\* months for any reason.

2. Any employee who is absent because of proven illness or injury shall maintain his seniority.

(D) 1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first and when the force is again increased, the men are to be returned to work in the re-reverse order in which they are laid off.

2. In the event of a recall, the laid off employee shall be given notice by telegram, registered or certified mail sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice the employee must notify the Employer by telegram, registered or certified mail of his intent to return to work and must actually report within seven (7) calendar days after date

of tender of delivery of the recall notice. unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee fails to comply with the above provision he shall lose all seniority rights under this Agreement and shall be considered as a voluntary resignation.

3. It is understood that there will be non scheduled or incidental overtime; however the Company will not use overtime to effectuate lay-offs.
- (E) Leave of Absence
- (F) When two or more Employers merge their operations within the geographical area described in Subsection 3 (A) of this Agreement, then the employees of the respective Employers shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employers.

## SECTION 9: STEWARDS

Appointment and Duties - the Employer recognizes the right of the Union to designate a chief steward and alternates from the Employer's seniority list. The authority of the chief stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement:
2. The collection of dues when authorized by the appropriate local union official.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information: (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with Employer's business.
4. He will remain on the premises for his entire shift, provided the employer does not assign him other work. The chief stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the chief stewards and alternates, and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union. The Chief Steward shall be granted number one ranking on the seniority list. He shall be the last employee to be laid off and under no circumstances shall be discriminated against by the Employer. Authorized representatives of the Union shall be permitted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being

adhered to. The Employer agrees to the posting within his business premises of notice of Union meetings by the Local Union.

5. The employer will, with prior advance notification, provide a minimum of two (2) hours a week for steward duties relating to the CSI/UPS contract and if more time is needed for training sessions it will be reasonably provided but in no case more than eight hours per day.
6. The Employer shall supply the Union with a glass enclosed lockable Union bulletin board with keys to be used by the shop stewards only.

## SECTION 11: UNIFORMS

The employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be made in the USA, furnished by the Employer, and maintained by the employee. The employer will supply such employees with five pairs of trousers, five shirts and a winter coat the first year and will replace uniform items thereafter as needed except for the winter coat which will be replaced once every three years.

## SECTION 12: HEALTH & WELFARE

Contributions to the Local 295/851 Employer Group Welfare Fund will follow the National Master UPS Agreement Article 34.

- (A) The Employer agrees that the Trust Agreement establishing the Local 295/851 Employer Group Welfare Fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Agreement of trust made and establishing the Local 295/851 Employer Group Welfare Fund. Contributions shall be made to the Fund on or before the tenth (10) day of succeeding month on account of contributions due for the immediately preceding month. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295/851 Employer Group Welfare Fund on behalf of employees and officers of the Union the following years will be determined by the funds.
- (B) The Employer assumes full responsibility for coverage for all employees and in the event of any loss of coverage of the employee or members of the employee's family normally covered by the fund resulting from the negligence in making or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be liable for any costs or expenses incurred by the employee or member of the employee's family normally covered by the fund for medical treatment or hospitalization or other normally covered custodial care. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement. Contributions shall continue during an employee's compensation time for a period of not less than one (1) year.

- (C) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health & Welfare Fund as now and hereafter constituted.
- (D) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the Contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.
- (E) The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employers to make required fund contributions or its failure to abide by an Arbitrators award.

### SECTION 13: PENSIONS

Contributions to the Local 295/851 Employer Group Pension Fund will follow the National Master UPS Agreement Article 34.

- (A) The Employer agrees that the Trust Agreement establishing the Local 295/851 Employer Group Pension Fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Local 295/851 Employer Group Pension Fund. Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. In the following years of this Agreement the Employer agrees to contribute the rate that is determined by the trustees of the fund in order to maintain the current level of benefits. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295/851 Employer Group Pension Fund on behalf of employees and officers of the Union the following years will be determined by the funds.
- (B) In the event the Employer defaults in payment of pension or welfare contributions as per Section 12 and 13 of this Agreement and notice of such default is served upon the Employer via certified mail by the administrator and/or the Trustee of the respective Funds and copies are sent to the Union, Pension, Welfare, Trustees and if said default is not paid within five (5) days after said notice of default, then the provision of Section 22 shall be deemed canceled, withdrawn and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator or the Trustees of each respective Fund shall have the right to inspect all books, records, papers and reports of the Employer, and to interview all employees of the employer as they, in their sole discretion deem necessary to permit the administrator and/or the Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution shall be deemed a default within the meaning of this Section. In the event the Employer has within the previous twelve

(12) month period been the recipient of a five (5) day notice of default as provided herein, any further default by said Employer shall be considered a breach of this Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph. Contributions shall continue during an Employee's compensation time for a period of not less than one (1) year.

- (C) The Employer assumes full responsibility for coverage for all employees and in the event of any loss sustained by the employee or his family resulting from the negligence in making or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be liable for any such loss.
- (D) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Pension Fund as now and hereafter constituted.
- (E) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the Contributions by affixing his signature in the space designated on the contribution form submitted by the Fund.
- (F) The Employer shall be required to continue contributions only during lawful strikes called by the Union for the failure of the Employer to make required Fund contributions or its failure to abide by an Arbitrators award.
- (G) Employees covered by this agreement are eligible to participate in the Company's non-matching EWW-PCC 401K plan for contractual employees.

#### SECTION 14: PICKUPS AND DELIVERIES

- (A) Driver/Dockworkers shall make all Air Freight pick up and deliveries within the geographical area described in subsection 3 (A) of this Agreement. They shall not be subject to discipline or discharge for losses from their trucks unless their carelessness or negligence is proven. Employees are obligated to observe diligently all safety and security measures for the protection of equipment and freight carried. Drivers will continue to perform their regular duties, including pick-up and delivery on and off all airports located on Long Island or in the boroughs of Brooklyn, Queens, and the Bronx.
- (B) No employee shall double park, park in bus stops, park by hydrants or park in restricted zones or violate any law or ordinance in order to make deliveries or pickups, unless so ordered by the Employer. However, employees must make an honest effort to perform their duties.

## SECTION 15: LABOR PRACTICE

- (A) The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours or working conditions of this Agreement.
- (B) The Local Union shall have the right to seek recovery from the Employer in its own name and in behalf of the employee the amount of wages or other benefits which any member may waive or assign to the Employer.
- (C) The Union as well as the members thereof agree at all times, as fully as it may be within their power, to further the interest of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.
- (D) Time Clocks - Employer, regardless of the number of employees employed, must provide a time clock with access for the employees to punch in. Employees shall not be required to punch in or out at any other time during their workday other than the employee alone punching in at the beginning of their shift and punching out when their shift ends.
- (E) When checks are issued in payment of wages, such checks shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings and any other miscellaneous deductions.
- (F) In the event that wages are paid in cash, memoranda also indicating separate regular and overtime earnings and the above deductions shall be given the employee at the same time he receives his cash wages. Employees paid in cash shall be paid anytime on the usual payday. Employees shall be provided toll money or vouchers in advance wherever needed.
- (G) Payroll records of Employer shall reflect accurately and fully normal and overtime hours worked and wages paid as well as vacations earned and given and holidays worked or not worked.
- (H) Business Agents and representatives of the Union shall be granted access to wage, personnel (excluding medical records except with the written consent of the employee) and the time records of employees covered by this Agreement.
- (I) Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of the same.
- (J) Any employee required to appear in court or an arbitration proceeding at the request of the Employer or at the summons of any governmental agency if regarding a job related incident, shall be paid in full for such time by the Employer. Should the chief steward be



required by the Union to attend an Arbitration proceeding, such chief steward shall be paid in full for such time. Should an employee sustain their grievance in an Arbitration proceeding, such employee shall be paid in full for such time spent attending the hearing. It is understood that employee witnesses called by the Union or the grieving employee shall not be paid for any time spent attending the hearing. No payment shall be less than a full day's pay, but the employee shall be available for work if the proceeding does not exceed the full day.

- (K) When an employee is required to appear in court for the purpose of testifying because of an accident he may have been involved in during working hours, such employee shall be reimbursed in full for all time lost unless the employee is proven to have been under the influence of intoxicating liquors or narcotics.
- (L) Communications and/or letters of a disciplinary nature in an employee's personnel file twelve (12) months old or older shall not be considered further in the imposition of disciplinary action, nor used in any arbitration proceeding under this Agreement except records issued no more than four years before the first day of the proceeding may be used to rebut affirmative representations as to a good or clean record during that period.

#### SECTION 16: STARTING PLACE, TRAVELING EXPENSE, ETC.

Any employee leaving his truck or automobile for night tie up or storage in a different place than he started from shall be paid carfare and traveling time provided it is within the geographical area described in subsection 3(A) of this Agreement. Any employee who ties up at any point outside the geographical area described in subsection 3 (A) of this Agreement shall be paid hotel, meal and traveling expenses.

#### SECTION 17: VACATIONS

- (A) All employees hired before April 1, 1993, (Tier I), and covered by this Agreement shall be allowed vacations which are to be determined in accordance with the following schedule:

Three weeks	after one (1) year
Four weeks	after ten (10) years
Five weeks	after twenty (20) years
Six weeks	after thirty (30) years

Effective April 1, 2001 all employees hired by CSI/UPS covered by this Agreement shall be allowed three weeks of vacation after one year of service. Vacation entitlement will be pro-rated at the rate of two (2) days each month of service to a maximum of fifteen days.

- (B) The qualifying period for the 2013 vacation shall be April 1, 2012 to March 31, 2013 for the 2014 vacation shall be April 1, 2013 to March 31, 2014 for 2015 vacation shall be April 1, 2014 to March 31, 2015 for the 2016 vacation shall be April 1, 2015 to March 31, 2016. and for the 2017 vacation shall be April 1, 2016 to March 31, 2017.

- (C) The employer shall post the vacation schedule no later than March 1, to be effective April 1, of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year round basis according to seniority and classifications, by location.
- (D) The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) or more weeks vacation the Employer may split the vacation into separate one-week periods with the consent of the eligible employee.
- (E) The Employer may not change the time of the employee's vacation once scheduled, except by mutual consent.
- (F) Where any of the holidays covered by this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such holiday.
- (G) Vacation pay shall be paid the eligible employee before he starts vacation.
- (H) The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

One (1) week's vacation pay for an eligible employee shall be forty (40) hours pay at the employee's current scheduled weekly rate including night shift differential pay.
- (I) If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation or, upon agreement, reschedule his vacation period.
- (J) In case of death of any employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of death certificate.
- (K) To qualify for a vacation, an employee must have been employed by the Employer (date of hire) for one (1) twelve (12), twenty (20) or more years respectively prior to the anniversary date of the year in which the vacation is to be granted. The anniversary date shall be defined as from the date of hire
- (L)
  - 1. All employees shall be paid for all vacation time due according to the schedule listed herein.
  - 2. There shall be pro-rating of vacation time upon termination for any reason based upon the following formula:

After six weeks	25% of annual benefit
After three months	50% of annual benefit
After eighteen weeks	75% of annual benefit
After six months	100% of annual benefit

It is understood that a resigning or retiring employee must provide the employer with two (2) weeks written notice of separation in order to receive this benefit.

**SECTION 18: SICK LEAVE**

- (A) Effective September 1, 1992 as compensation for "sickness", the Employer agrees to grant each employee in its employ a total of eleven (11) days at his regular rate regular rate of pay including premium and night shift pay.

The Employer may require verification on Employees eligibility of sick pay. Employee will be eligible for sick leave compensation commencing the first day of an absence from work due to illness or personal injury not paid for by Workers Compensation.

- (B) Sick leave shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including night shift pay, for all unused sick leave within two (2) weeks -after the end of the contract year or at the time the employee severs his employment for any reason.
- (C) There shall be pro-rating of sick leave at the time employment terminates for any reason other than employee discharge, based upon the following formula:

After six weeks	25% of annual benefit;
After three months	50% of annual benefit;
After eighteen weeks	75% of annual benefit;
After six months	100% of annual benefit

It is understood that a resigning or retiring employee must provide the employer with two (2) weeks written notice of separation in order to receive this benefit.

- D) Newly hired employees will accrue sick leave at the rate of one day per month up to six (6) months and thereafter shall be eligible for the remainder of ten (10) days to be paid within two (2) weeks after the end of the contract year or at the time the employment terminates as established in Sub Section (C) above.
  1. Employees in the employ of the Employer shall be paid for all unused sick leave within two (2) weeks after the end of the year or their pro rate share at the time the employment terminates as established in Sub Section (C) above.

2. In the event of a proven illness exceeding five (5) days during the first six (6) months of employment, said employee shall be eligible for up to ten (10) days sick leave.

#### SECTION 19: FUNERAL LEAVE

In case of a death in the employee's immediate family i.e., spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, the Employer shall grant such employees three working days off with pay. Death certificate or other such proof of death must be submitted to the Employer upon request. Funeral leave is exclusive of Saturday, Sundays, vacations and holidays, when not regular work days. An additional two (2) days off with pay will be granted if the family member is a spouse, child, mother or father.

#### SECTION 20: JURY DUTY

It is agreed that employees required to report for jury duty shall receive the difference in their regular daily rate of pay and their jury pay up to thirty (30) days.

#### SECTION 22: STRIKES & LOCKOUTS - GRIEVANCE & ARBITRATION

The Arbitrator shall recognize as just cause for discharge, the following conduct:

- (1) As provided in Article 35 Sections 3 and 4 of The National Master Freight Agreement. (add actual language instead of NMFA article #s?)
  - (2) Theft or dishonesty, including the taking of unauthorized breaks under circumstances establishing that the employee was intentionally wasting excessive time to avoid working or to extend the work day.
  - (3) Assault-which cannot be-justified or excused under legal standards on a member of management at any time or any other person in work related circumstances.
  - (4) As provided in the Attendance policy. (Appendix B)
  - (5) Repeated uncorrected offenses relating to job performances will be subject to progressive discipline as follows:
    - (a) Offense committed with no current \* disciplinary action \*\* - written warning
    - (b) Offense committed with one current disciplinary action - one day suspension without pay
-

- (c) Offense committed with two current disciplinary actions - three day suspension without pay
  - (d) Offense committed with three current disciplinary actions - discharge from employment
- (6) Proven gross insubordination;
  - (7) Carrying unauthorized passengers in Company vehicle;
  - (8) Proven chargeable accidents, (three (3) chargeable accidents within a nine (9) month period. A chargeable accident is deemed clear negligence by the Employee);
  - (9) Failure to immediately report an accident which the driver would usually would be aware of (not where driver is unaware but where licenses are, or should by law have been, exchanged etc.):
  - (10) Having assigned vehicle stolen with keys in ignition switch;
  - (11) Leaving the scene of an accident in violation of law.
  - (12) Failure to report violations as required by Federal Department of Transportation Regulations.
  - (13) Driving a Company vehicle without a valid unrestricted Class A or B CDL with HAZMAT and Air Brake endorsements.
- \* Current means issued for an earlier offence which occurred less than one year before the subject offense.
  - \*\* Disciplinary action means a written warning or a suspension from work without pay.
- (b) The Arbitrator shall not add to or subtract from or modify the terms of this Agreement. Time limitations for the grievance procedures shall be strictly adhered to unless mutually extended by the Employer and Union in writing.
  - (c) Failure of any party involved to comply with an arbitrator's award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by subdivision (a) of this Section. An Employee will be presumed to be innocent until proven guilty. No employee shall be summarily discharged. Before an employee is discharged, management will issue to the employee a notice of intent to discharge. If the employee believes that the intended discharge would not be for just cause, he or she may submit a grievance

directly in the second step of the grievance procedure. This grievance must be submitted and addressed by the General Manager or designee and the Business Representative no later than the fifth working day following the day on which the notice was issued. The employee shall remain on the payroll and be paid as though actively working through this five day period, working or not at management's option. Should the parties fail to settle the grievance and, having denied the grievance, management carries through with the discharge; the grievance may be appealed immediately to arbitration and will be processed in accordance with the AAA's then current rules for expedited arbitration

2. The Arbitrator may make such decision or award or disposition of the matter as seems just and which in addition to awarding any sum of money or damages or other relief may contain provisions commencing or restraining acts of conduct. The losing party shall bear the costs of the arbitration.
3. It is further agreed that in all cases of unauthorized strike, walk-out, 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. 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 Employer, 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 employee shall not be entitled to or have any recourse to any other provision of this Agreement.
4. Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement that cannot be settled in accordance with the grievance machinery as set out in this Agreement there must be approval by an official of the Union with notice of such approval to be given to the Employer in writing at least twenty-four (24) hours prior to such strike or stoppage of work. The granting of such approval by the Union shall not impose any liability on the Union.
5. The Arbitrator shall, upon demand from the Union and upon the submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off provisions of this Agreement, require the posting of a cash bond by the Employer. Failure to post such bond shall be reason for the termination of this Agreement.

#### SECTION 23: FEDERAL & STATE LAWS

- (A) Employer shall protect employees with Workers Compensation insurance, Social Security and Unemployment insurance as required by Federal and State laws
- (C) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances

prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until a qualified mechanic has adjusted the complaint. After equipment is repaired, the employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of any go-government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained when required by his Employer, the employee before starting his next 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. The employee and Union shall receive a copy of the accident report that he submits to his Employer. Employees shall immediately or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies of which one copy is to be given to the employee as being in an unsafe operating condition. The equipment which is reported unsafe will be replaced or repaired. A qualified mechanic will determine whether the equipment is safe to operate and a copy of this report will be made available to the Union.

- (D) Vehicles manufactured after January 1, 1958 must have a heater, defroster and windows that are in good working condition. In the event the foregoing are defective, Employer shall put same in good working condition within three (3) consecutive working days after proper notification. Heaters, defrosters and windows presently on vehicles manufactured prior to above date will not be removed from the vehicles and Employer will make every effort to maintain them in working condition.
- (E) Garages or terminals of the Employer must provide sanitary conditions for the employees Covered by this agreement
- (F) The parties agree that when available and approved by the attending physician, the Company's temporary modified work program will be implemented for only those who Qualify. Applicable state law will control all issues of modified work or Worker's Compensation Benefits.

#### SECTION 24: MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect during the term of this Agreement (Initially as stated in Appendix C) and not beyond the expiration date set forth herein except as otherwise provided by law.

SECTION 26: MANAGEMENT RIGHTS

Except as specifically limited by other terms of this Agreement, the Company has the exclusive right to manage the business including but not limited to: the determining of services to be marketed; the setting of rates for such services, the determining of markets to be served; the directing of the work force; the hiring of employees; the laying off of employees, the issuing of discipline or discharging from employment, but only for just cause; and the doing of all other things which the management of a business may lawfully do in the State of New York and County of Queens.

SECTION 30: STAFFING

Although it is understood that there will be non-scheduled or incidental overtime, the company will not use overtime to effectuate lay-offs of employees.

SECTION 31: SUPERVISORY PERSONAL

Supervisory Personal or any employees not covered by this Agreement will not perform any work which is recognized as work of the employees covered by this agreement

SECTION 32: DURATION

This Agreement shall be in full force and effect from August 1, 2013 through July 31, 2018 with retroactivity of ages and benefit contributions as specifically provided herein. It is understood and agreed that this Agreement constitutes the full and binding, sole and exclusive agreement concerning the Collective Bargaining Unit.

UPS/CSI

LOCAL UNION 295  
INT'L BROTHERHOOD OF TEAMSTERS

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## APPENDIX B

### ATTENDANCE POLICY

#### Absence Policy

Progressive discipline in a rolling (12) twelve month period:

- 1<sup>st</sup> Non-paid absence- written Warning
- 2<sup>nd</sup> Non-paid absence- written Warning
- 3<sup>rd</sup> Non-paid absence-1 day suspension without pay
- 4<sup>th</sup> Non-paid absence- 2 days suspension without pay
- 5<sup>th</sup> Non-paid absence- 3 days suspension without pay
- 6<sup>th</sup> Non-paid absence- discharge from employment

Exclusions- absence due to approved FMLA, Workman's Compensation, Disability  
Forgiveness- 30 days without a non-paid absence drops off the earliest absence in the preceding (12) twelve months

#### Lateness Policy

Lateness is not being punched in and at assigned work station ready to begin work when  
The time clock shows 5 minutes after the scheduled start time.

Progressive discipline in a rolling 12 month period

- 1-8 lateness written warning
- 9-13 lateness 1 day suspension
- 14<sup>th</sup> lateness 3 day suspension
- 15<sup>th</sup> lateness discharge from employment

Forgiveness- 30 days without a lateness drops off the earliest lateness in the preceding twelve months.

## PRACTICES AS OF 1 APRIL 1995

1. Parking will be provided on the lot on a space available basis and subject to security inspection before leaving.
2. Wash up time is allowed to a maximum of five (5) minutes.
3. Overloads will be assigned where so doing reflects sound business judgment.
4. Quitting time will not be backed up for employees called to start early.
5. Coffee breaks will be permitted as operations permit.
6. A refrigerator will be provided for employee use.
7. Employees may use telephone for urgent communications with permission of their own supervisor.
8. Employees will rotate file room annually.
9. Employees may continue to use lift to assist with deliveries of drinking water.
10. Employees may carry lunch hour purchases in company vehicles after receiving approval of their own supervisor for each occasion.
11. Shower and locker room facilities will be provided for employees.
12. Employee may leave route during lunch hour.
13. Tractor trailer rate will apply in any week an employee is assigned to drive a tractor trailer.