

**MECHANICS CONTRACT**

**Collective Bargaining Supplemental  
Agreement**

**Between**

**Mechanics and Maintenance Employees  
United Parcel Service, Inc.  
(New Jersey)**

**and**

**Teamsters Local Union 177**



**Affiliated with the International Brotherhood  
of Teamsters Local 177**

**August 1, 2013 to July 31, 2018**

# Local 177 Executive Board

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# **Teamster Local 177 Representational Rights Statement**

(If you are called to a meeting with management, read the following to management.)

**“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my Union representative, Office or Shop Steward be present at this meeting. Without representation present, I choose not to participate in this discussion.”**

## **Advisory On Withdrawal Cards**

Members not working at the craft for a complete calendar month for reasons other than sickness or injury may request, and be issued, an Honorable Withdrawal Card in accordance with Article XVIII of the International Constitution.

Members off work for a complete calendar month because of sickness or injury should contact the Union office regarding the issuance of a withdrawal card.

Please note that any member who is not required to request a withdrawal card in accordance with the International Constitution but who requests and is issued a withdrawal card must be advised that the issuance of that withdrawal card may result in a break in their twenty-four month continuous good standing requirement for eligibility to:

- Hold local union office.
- Be a Delegate/Alternate Delegate to the next International Convention.
- Be a candidate to run for International Office; and
- Nominate/vote in the election of Union officers; the election of Delegates/Alternates; or, in the election of International Union officers.
- Any other continuous good standing requirements of Local Union No. 177 as stated in the Local Union By-Laws.

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This Supplement to the National Master United Parcel Service Agreement shall apply to all United Parcel Service employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Local 177. Except as provided herein, the provisions of the National Master United Parcel Service Agreement shall prevail.

**ARTICLE 1.  
RECOGNITION OF UNION AS BARGAINING AGENT**

**1.1** Employees covered by this Agreement shall include employees doing all those classifications of work set forth in the Wage Schedule of this Agreement, or any supplement hereto.

**1.2** The Company recognizes the Union as the exclusive collective bargaining agency for employees of the Company covered by the jurisdiction of the Union as determined, or as may be determined, by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, with regard to wages, hours and other conditions of employment except such employees as are excluded by the following paragraph.

**1.3** This Agreement shall apply to all Employees of the Company within the jurisdiction of Teamsters Local 177 who are engaged in the repair of motor vehicles owned by the Company, and in the maintenance of plants and mechanical equipment, installed on premises of the Company. Non-working supervisors and office clerks shall be excluded from the contract.

**1.4** All reference to employees in this Agreement shall be understood to designate both sexes. Wherever the male gender is used it is understood to include both male and female employees.

**ARTICLE 2.  
UNION SHOP AND DUES**

**2.1** All new employees shall be probationary or temporary employees until they have acquired seniority status prior to which time they may be summarily dismissed by the Company without challenge, but the Union may represent such temporary or probationary employees in the handling of grievances other than those relating to dismissal. All employees hired to perform Collective Bargaining Unit work shall pay Union dues in the same manner as seniority employees of the Collective Bargaining Unit. Upon attaining seniority, employees shall be required to pay local Union initiation fee.

**2.2** Employees who are not now members of the Union and, in addition all persons who shall become employees covered by this Agreement subsequent to the effective date of this Agreement, when admitted to membership in the Union, shall be admitted without discrimination and to fair and reasonable terms and conditions, in accordance with the provision of the Constitution and By-Laws of the Union.

**2.3** All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of the agreement and all new employees shall, as a condition of continued employment, join the Union upon acquiring seniority status as provided in Article 11 of this agreement (but in no event earlier than thirty (30) days from the date of this agreement, or thirty (30) days from the effective date of this agreement, or the date this agreement is executed, whichever is the later), and shall maintain their membership in the Union during the life of the agreement. The Company agrees to dismiss promptly from any job covered by this agreement any worker for failure to tender regular Union initiation fees and dues or for any other reason of bad standing in the Union, which may, from time to time, be permitted by law as a cause of discharge, provided that the Company is officially notified by registered mail to that effect.

**2.4** The Company agrees to deduct the regular Union dues, initiation fees and/or uniform assessment from the pay of all employees covered by the Agreement who, in writing, voluntarily authorize the Company to do so in accordance with the law. The Company agrees to remit to said Union all such deductions on or before the fifteenth (15<sup>th</sup>) of the month for which such deductions are made. The Company shall deduct dues from the employees' vacation payments for employees who are on vacation during the week in which the Union dues deduction would otherwise be made. Where an employee is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on a leave of absence, such employees must make arrangements with the Union to pay his dues in advance. The Employer shall submit, with each dues remittance, a report by center, listing all seniority employees alphabetically and the amount of dues, if any, deducted for each employee. The Secretary-Treasurer of the Union shall be notified monthly when an employee acquires seniority.

**2.5** The Employer agrees to deduct specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Employer shall not make deductions and shall not be responsible for

remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employees' earnings shall be less than the amount authorized for deductions. However, the Company will make deductions for Credit Union from the employees vacation pay.

**ARTICLE 3.  
Wage Schedule**

Upon ratification of the 8/1/13-7/31/18 UPSNMA and Local 177 Mechanics Supplemental Agreement, seniority employees shall receive a one-time tool allowance for the following amounts after taxes: automotive mechanics will receive five hundred dollars (\$500.00), maintenance mechanics will receive two hundred and fifty dollars (\$250.00), helpers will receive one hundred dollars (\$100.00).

**3.1** Effective August 1, 2013 and for the period to and including August 1, 2018:  
Helper rate shall be 70% of the prevailing journeymen mechanics' rate in effect on July 31, 2013  
Helpers will receive all future National Master Agreement wage increases.

Wage Rates

Classification

Journeymen Mechanic (All Trades)	<u>8/1/13</u> \$33.63	<u>8/1/14</u> \$34.03	<u>8/1/15</u> \$34.43	<u>8/1/16</u> \$34.53	<u>8/1/17</u> \$35.13
				<u>2/1/16</u> \$34.93	<u>2/1/17</u> \$35.63
Helpers (Automotive)	<u>8/1/13</u> \$24.81	<u>8/1/14</u> \$25.21	<u>8/1/15</u> \$25.61	<u>8/1/16</u> \$25.71	<u>8/1/17</u> \$26.31
				<u>2/1/16</u> \$26.11	<u>2/1/17</u> \$26.81

Full Time New Hire Wage Progression

All Supplements, Riders or Addendum will contain the following wage progression schedule to cover all full time employees, except apprentices and helpers who have not yet attained seniority as of August 1, 2013.

**Percentage of Wage  
Rate in Effect  
On July 31, 2013**

<b>Start</b>	<b>80%</b>
<b>Date of Seniority plus 18 months</b>	<b>85%</b>
<b>Date of Seniority plus 24 months</b>	<b>90%</b>
<b>Date of Seniority plus 30 months</b>	<b>Top Rate</b>

The "top rate" is the wage rate in the job classification in the applicable Supplement, Rider or Addendum then being paid, including the general wage increases and cost-of-living increase, if any, paid under the provisions of the 2013-2018 Agreement. See Article 34 for Cost of Living Increases.

**3.2 Working Foreman**

Working Foreman shall receive twenty-five cents (.25) per hour above the rate in the classification in which they work.

**3.3 Night Differential**

Full time night workers, employed on or before July 1, 1977, shall receive, night differential of seventy-nine cents (.79) per hour. A regular full time night worker shall be deemed to be one whose regularly scheduled hours begin at or after 1:00 p.m. or begin at or before 5:00 a.m.

### 3.4 Travel Time

(a) Payment of travel time will be in accordance with present practice. Travel allowance is mileage from home to temporary assignment less mileage from home to permanent assignment. Travel allowance will be maintained at the same level as the IRS limit per mile for all miles driven during the lifetime of this Agreement. In those cases where temporary work may become available in outlying areas, the senior man living in the area will be given consideration if qualified. This applies only to employees in the Main Shop pool. The automotive pool man will be supplied with a list of tools required to perform job requirements. When required to report to temporary work location (scheduled work week), the pool man will be required to carry the designated tools in his/her personal vehicle provided tools can be properly accommodated.

(b) Tolls cash expenditures and travel allowance will be paid monthly by separate check within two weeks from the time these expenses are submitted. Any shortages will be addressed immediately. Whenever possible the mechanic will be provided with E-Z Pass for use while operating UPS vehicles.

(c) Vehicle breakdown while mechanic is working under travel time pay and mileage allowance shall be as follows: The Company will pay no less than eight (8) hour guarantee: in case of an accident, the Company will provide transportation for the employee to his home on the day of the accident only.

When a mechanic uses their personal vehicle in the service of the Employer and is involved in an accident disabling the vehicle, the Employer shall reimburse the employee up to 500.00 to cover the employee expenses related to the accident, including towing, rental car reimbursement or deductible. The Company will cover liability where the employee's overage ends.

**3.5** Employees receiving more than the rate of pay in their respective classifications will not suffer any reduction in the rate as a result of this Agreement.

### 3.6 Injury-On-Job Pay

An employee who becomes sick on the job will be paid for all time worked on that day. An employee who gets hurt on the job will be paid for the entire day.

### 3.7 (a) Handymen

A) Handymen will have their own jurisdiction wide seniority list.

B) Handymen shall be used to perform non-skilled, non technical work.

C) The starting rate shall be \$15.00 per hour and after (6) six months will receive the prevailing hourly pay rate (50% of the journeymen).

D) The handyman classification will not exceed 20% of the Bargaining Unit.

E) The scheduled work week for Handymen will be five consecutive days Monday through Saturday. The day off schedule will be posted by Thursday the preceding week.

F) Handymen may be assigned to report for and finish work at a facility other than their primary work location. Handymen may be scheduled to work in more than one (1) location during their scheduled work day/week. Handymen will receive the appropriate travel allowance. Travel allowance is miles and tolls to and from all work locations minus miles and tolls to and from employee's home and permanent work location.

G) Handymen will have a separate vacation schedule.

H) A journeymen mechanic (during progression) will not earn less per Hour than prevailing Handyman rate.

I) It is specifically understood and agreed by both parties that giving the Handymen their own seniority list, is not in any way to violate or interfere with the journeymen mechanics seniority which at all times and circumstances prevails.

J) Handymen interested in becoming a journeymen will be required to complete a pre-qualification test. Time spent taking the pre-qualification test will not be paid time. Those Handymen who successfully completed the pre-qualification test will then be permitted to place their names on a job bid posted in accordance with Article 11.6. After the bidding procedure has been followed, and no seniority employee within the classification accepts the bid, the open bid for a journeymen's position will be offered in seniority order to those employees who have successfully completed the pre-qualification test and whose names appear on the transfer list. The transferring employee, upon entering the journeyman classification will be required to successfully complete the twenty two (22) day training program. If the



transferring employee cannot successfully meet the requirements to become a journeyman during the twenty two (22) day training program, said employee will return to his/her classification and original job with no loss of seniority. Employees who fail to qualify will be advised of the areas in which they are deficient and upon successfully completing training in these areas, may place their names back on the district pre-qualified transfer list.

### **3.7 Helpers**

- A) Helper will have their own seniority list.
- B) Employees classified as helpers may perform repairs on trailers. If the Company's needs require helpers to work on power equipment, the helper may do so only if there is no journeymen mechanic available and may do so only under the guidance of a journeyman.
- C) The starting rate for helper will be (\$1.00) one dollar per hour less than the seniority rate. Upon attaining seniority the Helper will receive the prevailing hourly pay rate (70% of the journeymen).
- D) The helper with the most seniority will be one day behind the Journeymen mechanic with the least seniority for all working purposes.
- E) The helper classification will not exceed 20% of the Bargaining Unit.
- F) Helpers will have a separate vacation schedule.
- G) Helpers may be used for vacation coverage for journeymen Mechanics in the trailer shop only.
- H) A journeymen mechanic (during progression) will not earn less per Hour than prevailing helper rate.
- I) It is specifically understood and agreed by both parties that giving the Helpers their own seniority list, is not in any way to violate or interfere with the journeymen mechanics seniority which at all times and circumstances prevails.
- J) All Helpers interested in becoming Journeymen will be required to complete a pre-qualification test. Time spent taking this pre-qualification test will not be paid time. Those Helpers who successfully completed the pre-qualification test will then be permitted to place their names on job bids posted within their district in accordance with Article 11.6

After the bidding procedure has been followed, and no seniority employee within the classification accepts the bid, the open bid for a journeymen's position will be offered in seniority order to those employees who have successfully completed the pre-qualification test and whose names appear on the transfer list.

The transferring employee, upon entering the journeyman classification will be required to successfully complete the twenty two (22) day training program. The Company will make every effort to meet with the employee and the Union every five (5) days during this training period to discuss the employee's progress and/or any areas of deficiency. If the transferring employee cannot successfully meet the requirements to become a journeyman during the twenty two (22) day training program, said employee will return to his/her classification and original job with no loss of seniority. Employees who fail to qualify will be advised of the areas in which they are deficient and upon successfully completing training in these areas, may place their names back on the district pre-qualified transfer list.

**3.8** When an employee informs the Employer of an unsafe condition and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

### **3.9 Utility Journeymen**

Utility journeymen may be scheduled to work in more than one (1) location during their scheduled workweek within their District. Their start time may not vary more than two (2) hours from their original posted time for that week.

The number of these jobs bid shall not exceed two (2) automotive and three (3) maintenance journeymen per District provided that the third utility maintenance journeyman does not exceed twenty-five percent (25%) of the total number of maintenance journey men in that District. If the need arises, these employees may be assigned to work in another District and will receive the appropriate travel allowance. The Company will review with the Local Union prior to assigning utility Journeymen to work out of district

Each District will be permitted no more than two (2) utility persons for the automotive classification and three (3) utility persons for the maintenance classification.

Under no circumstances will the Company ever be required to have less than two (2) utility persons per district for the maintenance classification.

Utility journeymen shall work in their own classification.

The Company will provide a secured area in the buildings for the utility mechanics' tools.

No utility bid shall be scheduled to work on Sundays.

Travel time pay and mileage allowance to and from all buildings, scheduled or unscheduled. Travel allowance is miles and tolls to and from all work locations minus miles and tolls to and from employee's home and permanent work location.

Interdistrict work assignment will be in seniority order and the appropriate travel time pay and mileage allowance shall be paid for by the Company.

All utility bids are first bid Monday through Friday. If no senior person takes the bid (seniority prior to August 1, 1987) the bid can be changed to Tuesday through Saturday.

No person with a seniority date prior to August 1, 1987 can be forced to take the utility bid.

Utility mechanics' work schedule will be posted on each Thursday in the same manner as all mechanics' work schedules.

Utility mechanics' starting times may be changed on a daily basis, but not more than two (2) hours prior or after the original bid time.

Utility Mechanics may be used to cover scheduled vacations, Workmen's Compensation, Disability, and other extended absences. The offering of work of this nature will be done only after all open jobs are offered to all the Pool Mechanics within the district. When used to cover as set forth above Utility Mechanics start times will not vary by more than two (2) hours prior or after their original bid time.

When Utility Mechanics are used to cover vacations, the Company will not be required to use the Utility man to cover the entire week.

### **3.10 Pool Journeymen – Automotive**

In those cases where temporary work may become available in outlying areas, the senior man living in the area will be given consideration if qualified. This applies only to employees in the Main Shop Pool. The automotive pool man will be supplied with a list of tools required to perform job requirements. When required to report to temporary work location (scheduled work week), the pool man will be required to carry the designated tools in his/her personal vehicle provided tools can be properly accommodated.

Scheduled vacations, workmen's compensation, disability and other extended absences will be covered by the pool man in the automotive department. The pool man will work the hours of the person he or she is covering at the straight rate of pay until normal overtime provisions apply.

Pool men will not be assigned fleets so as to be available to properly facilitate the coverage needed.

The pool man will stay on their bid hours when not covering.

Automotive pool men will select their vacations as per past practice.

Pool men not covering vacations, workmen's compensation, disability and other extended absences will be assigned to the main shop pool. The main shops presently are Meadowlands, Parsippany and Edison.

### **Pool Journeymen – Maintenance**

Scheduled vacations, Workmen's compensation, disability and other extended absences will be covered by the Maintenance Pool Journeymen. Maintenance Journeymen Pool Jobs must be bid after 12 noon and before 5:00 am.

Maintenance Pool men not covering scheduled vacations, workmen's compensation, disability or other extended absences will be assigned to the main shop pool. The main shops presently are Meadowlands, Parsippany and Edison.

The number of Maintenance Pool Jobs per district will be as follows:

Metro Jersey (Meadowlands): one (1) job.

North Jersey (Parsippany): one (1) job.

Central Jersey (Edison): one (1) job.

Should additional Pool men be needed this work will be covered by the least senior men in the effected District.

Pool men will work the hours of the person he or she is covering at the straight time rate of pay until normal overtime provisions apply.

**3.11** It is mutually understood and agreed upon by both the Company and the Union that all other working conditions for utility journeymen and pool men shall be discussed and agreed upon as problems arise.

#### **ARTICLE 4. HOURS OF WORK AND OVERTIME**

**4.1** Five (5) days of eight (8) hours each shall constitute a week's work.

**4.2** Overtime, at the rate of time and one-half shall be paid to all hourly employees for all hours worked in excess of eight (8) hours in any one day, or for hours worked outside of the regularly scheduled bulletin hours. Employees who come in late or leave early for personal reasons will be exempt from the above.

The fixed starting times shall not apply to employees who are scheduled to work on Sunday at the regular straight time rate of pay, but will remain constant for the remainder of the regular scheduled work week.

**4.3** Pay, at double the regular straight time rate, shall be paid for work on Sundays when such work is extra work and does not constitute part of the scheduled workweek of the employee. However, any employee who attains seniority after July 31, 1987 may be scheduled to work on Sunday at their regular straight time rate of pay. Those employees who are scheduled to work on Sunday as part of their regular scheduled work week will be paid at double the regular straight time rate for their seventh (7<sup>th</sup>) work day. Any Sunday schedule work pursuant to Article 4 is covered by the above language.

**4.4** In addition to the eight (8) hours of pay at the regular straight time rate which will be paid to all employees for the holidays specified in Article 7 of the Agreement, those employees who work on such holidays when such work is extra work and does not constitute part of the scheduled work week of the employee, shall be paid at double the regular straight time rate.

**4.5** Any extra work performed pursuant to 3 or 4 above, which continue into Monday or a day following the holiday, as the case may be, shall be paid at double the regular straight time rate, but such rate shall not continue into a regularly scheduled shift, except for employees who are scheduled to work on Sunday as part of their regular scheduled work week.

**4.6** It is mutually understood and agreed that time not worked, even though paid for, shall not be included as time worked for the purpose of computing overtime; that the overtime provisions of this Agreement cover all overtime payments to which an employee is entitled, whether by agreement or statute or both, that any such overtime or premium payments for time not worked shall not be included for the purpose of computing an employee's regular rate of pay and that there shall not be any pyramiding of statutory overtime on contractual overtime.

**4.7** Employees shall be allowed two (2) fifteen (15) minute coffee periods, the time for which shall be set by mutual agreement between the Company and the Union.

#### **4.8 Scheduled Work Week**

The scheduled work week for all covered employees will be Monday through Saturday. The Company agrees to keep to a minimum the numbers of employees scheduled to work on Saturday, pursuant to the operating needs of the business. The day off schedule will be posted by Thursday the preceding week.

#### **4.9 Lunch Period**

The lunch period must be started not sooner than three (3) hours and no later than five (5) hours after scheduled starting time. If an emergency occurs and employee works through the lunch period, such employee will receive one-half (1/2) hour at the overtime rate, plus an opportunity to eat after the emergency, but within his regular scheduled shift. Such time shall not be counted as the regular breaks provided for in Article 4.7.

#### **4.10 Call In On Day Off**

Any full-time employee who worked on his scheduled day off and is also available for work on each of his regularly scheduled five (5) days (except for absence due to legitimate good cause) shall receive overtime pay at the rate of time and one-half for all work on such scheduled days off, but in the event he is absent on any of his regularly scheduled five (5) days without legitimate good cause, he shall receive no overtime pay for work on his scheduled day off.

#### **4.11 Early Call In**

An employee called in to work before his scheduled starting time or after the termination of his regular shift shall receive overtime pay for such hours actually worked, but no less than three and one half (3 1/2) hours work or pay at time and one half (1 1/2) the straight time hourly rate of pay. This shall not apply to employees who continue on overtime work after the completion of their regular shift. Employees notified before the end of their regular shift to report for work prior to the regular starting time on the following day, shall, likewise, be exempt from the guarantee and shall be paid only for hours actually worked at time and a half. Employees called in and assigned to work in buildings other than their domiciled building may elect to report to and finish work at their domiciled building. The option of where to report and finish is solely the choice of the affected employee.

### **ARTICLE 5. WELFARE PLAN**

#### **Section 1**

The Company will make contributions for the Health & Welfare in accordance with Article 34 of the National Master Agreement, the Letter of Agreement between IBT Local 177 and UPS, and the Letter of Agreement on the Teamsters Western Region and Local 177 Health Care Plan dated September 6 2013, as applicable to the Teamsters Western Region and Local 177 Health Care Plan.

#### **Section 2**

All current employees who are receiving health and welfare benefits from the Company Health and Welfare plan will continue to receive these benefits through December 31, 2013. Beginning January 1, 2014 health and welfare benefits will be provided by the Teamsters Western Region and Local 177 Health Care Plan.

Beginning January 1, 2014 eligibility for health and welfare benefits, for both active and retired employees, will be in accordance with Article 34 of the National Master Agreement and the Teamsters Western Region and Local 177 Health Care Plan's Summary Plan Description.

#### **Section 3**

Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage beginning January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.

Any eligible employee who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the Teamsters Western Region and Local 177 Health Care Plan.

### **ARTICLE 6 RETIREMENT PLAN**

Pension contribution increases to the UPS-Local 177 Retirement Plan will be made in accordance with Article 34 of the National Master Agreement and the Letter of Agreement between IBT Local 177 and UPS.

### **ARTICLE 7. HOLIDAYS**

**7.1** A full-time seniority employee shall be paid for the following holidays provided he works a minimum of two (2) days during the holiday week, one of these days must be the day before or the day after the holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve Day and the day after Thanksgiving. Seniority employees who are absent the full week of the holiday week due to illness or Workers

Compensation or disability need not work during the holiday week in order to receive holiday pay. The amount of holiday pay shall be the equivalent of eight (8) hours straight-time pay.

Employees who have attained seniority shall be entitled to one (1) Option Holiday. The Employee may request payment for this additional holiday at any time after the effective date in lieu of time off.

Employees will be entitled to a Personal Holiday upon attaining seniority. If the employee elects to work the Personal Holiday they will receive Holiday pay plus double time for all hours worked. If the employee elects to take this Personal Holiday as a day off, he/she will be paid eight (8) hours and he/she must notify the Company prior to the Thursday before the week their Personal Holiday will fall.

Employees will be afforded the time off in seniority order with a minimum of one (1) per day, and a maximum will be determined by the needs of the business.

Neither of these options may be exercised from December 1 to December 25 of each year.

**7.2** Effective May 1, 1980 and each year thereafter, all seniority employees with one (1) year or more of seniority shall have earned five (5) consecutive days off, Monday through Friday, with forty-five (45) hours pay for full-time employees, which must be taken between December 26 and the Sunday after Thanksgiving. In addition, employees may elect to use these days individually with nine (9) hours pay per day. The employee may request payment for these five (5) additional days at forty-five (45) hours pay or nine (9) hours straight time pay per day, at any time after the effective date, in lieu of time off. The selection of the one week option, individual days, or to receive pay in lieu of time off must be made in seniority order during the employee's regular vacation pick.

Individual days shall be awarded by seniority and the following procedure shall apply: any employee who notifies the employer prior to two (2) weeks before the requested day off will be placed on a list of employees that requested said day off. Employees will be notified two (2) weeks before the requested day off whether the request will be granted or denied. Employees will be afforded the time off in seniority order. The Employer will not unreasonably deny these individual days.

Utility mechanics may be used to cover these approved individual days.

**7.3** If any of the specified holidays fall during an employee's vacation period, the employee shall have an option to receive an additional day off when mutually convenient or to receive an additional day's pay (8 hours) in lieu of an additional day off.

**7.4** In any week in which a holiday falls on the weekend, the employee may elect to receive an additional (8 hours) pay (holiday) or elect to mutually agree upon another scheduled day off and receive the holiday pay.

## **ARTICLE 8. SICK LEAVE**

**8.1** Effective May 1, 1980, and each May 1<sup>st</sup> thereafter, all regular full-time employees with one (1) year seniority shall have earned six (6) days paid sick leave per year ending April 30<sup>th</sup>.

**8.2** Regular full time employees with less than one (1) year's seniority prior to May 1<sup>st</sup> of each year, shall have earned one (1) day paid sick leave after the first six (6) months, and one (1) day for every six (6) months of service thereafter.

**8.3** A cash payment will be made at the end of each year for each day of unused sick leave. The amount of unused sick leave pay shall be equivalent to nine (9) hours straight time pay per day.

**8.4** In no event will an employee be entitled to more than six (6) days sick leave per year.

**8.5** An employee who calls in sick and has earned sick days available will be paid his remaining sick leave for the day or days he is out unless the employee notifies his immediate Supervisor in advance.

**8.6** The employees may request payment for any earned unused sick days at the rate of nine (9) hours per day after the effective date in lieu of time off.

**ARTICLE 9  
VACATIONS**

**9.1** Vacation schedule for regular full time employees:

One Year's Seniority	One Week's Vacation
Two Year's Seniority	Two Week's Vacation
Five Year's Seniority	Three Week's Vacation
Fifteen Year's Seniority	Four Week's Vacation
Twenty Year's Seniority	Five Week's Vacation

Effective August 1, 1990, all employees with twenty-five (25) or more years of seniority shall be entitled to a sixth (6<sup>th</sup>) 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.

**9.2** The vacation period starts on December 26<sup>th</sup> and ends on the Sunday after Thanksgiving of the following year.

**9.3** An employee having full seniority credit of 1, 2, 5, 15, 20 or 25 years shall be entitled to the corresponding credit of 1, 2, 3, 4, 5 or 6 weeks of vacation during the first available vacation period after having obtained his full seniority credit.

**9.4** Vacation schedules shall be posted no less than Sixty (60) days prior to the vacation period. Vacation picks will begin November 15<sup>th</sup> and be completed by December 31<sup>st</sup>. Any delays in the selection of vacation weeks during the process will be promptly addressed by the Union and the Company.

**9.5** The Company agrees to post a tentative list of available vacation weeks prior to the posting of the actual vacation schedules. In case more employees shall apply for a vacation than the number allotted by the Company to be off during such period, the choice for vacation shall be based on seniority provided such assignment does not interfere with or hamper operations.

**9.6** No work shall be performed by the employee for the Company during his scheduled vacation.

**9.7** If an employee resigns or retires after attaining one (1) year's seniority, he shall receive pro rata vacation due.

**9.8** (a) The Company shall pay the appropriate vacation pay in advance to any employee immediately prior to such employee taking his vacation

(b) Vacation pay shall be based on the employee's regular (not temporary) work assignment.

(c) Any seniority employee who is reinstated during a vacation period shall receive the vacation benefits he would have been entitled to had he been on the payroll on his qualifying date.

The amount of money to be paid is governed by the progression step the employee is in at the time he actually takes his vacation.

**9.9** Employees who work on higher rated jobs a minimum one hundred (100) days during the twelve (12) months immediately preceding his scheduled vacation shall receive vacation pay based upon the higher rated jobs.

**9.10** Vacation pay shall be based upon a forty-five (45) hour straight time week.

**9.11** Employees may select a maximum of (2) two weeks vacation pay in lieu of time off per year. Employees who utilize this option may elect to have these weeks of vacation pay deposited directly into their 401K accounts should the plan allow for such transfers. Notification for paid vacation weeks will be done prior to posting vacations.

The Company agrees not to reduce the available weeks of weekly vacation from their present levels as a result of Journeymen opting to exercise their right to the above referenced option.

## **ARTICLE 10. DISCHARGE**

**10.1** The following shall be causes for immediate suspension or discharge of an employee: drinking or proven or admitted dishonesty.

**10.2** In all other cases involving the discharge or suspension of an employee, the Company will give three (3) working days notice to the employee of this discharge or suspension and the reason therefore. Such notice shall be given to the Shop Steward and the Local Union office. Any warning notice shall not remain in effect more than twelve (12) months.

**10.3** Situations involving serious physical violence, or serious threats of physical violence, or severe physical sexual harassment, or repeated lewd comments of sever sexual nature directed at an individual.

As a matter of interpretation, "serious physical violence" shall not include the following: accidental physical contact or actions reasonably taken in self-defense, pointing of one's finger at another, loud and/or abusive behavior including foul language.

As a matter of interpretation, "serious threats of physical violence" shall be limited to a clear threat of imminent harm under circumstances demonstrating a reasonable ability to do so.

In any and all other matters involving a disciplinary action, the parties agree that the employee will remain on the job until such time of the scheduled arbitration hearing.

In those cases involving disciplinary action where suspension or discharge without pay is not authorized pursuant to the above; but where the Company feels the need to put the employee off property, the parties agree to submit the issues on priority basis to the expedited discharge arbitration procedure, and the Company agrees to pay that employee all wages and benefits until the completion of the expedited arbitration process. Cases in which the employee is immediately discharged without pay for the grounds set forth above shall have precedence over discharge cases in which the employee remains on the job in the expedited arbitration process.

Any claimed violation of this agreement shall be heard simultaneously by the discharge arbitrator.

This Agreement shall not affect either parties' rights with respect to discipline under the National Master Agreement other than Article 7.

## **ARTICLE 11. SENIORITY**

### **11.1 Acquisition of Seniority**

All new employees shall receive up to a thirty (30) working day trial period, during which time they shall be probationary or temporary employees.

### **11.2 Layoff**

In case of layoff or reduction of staff of five (5) consecutive days or more, the principle of seniority shall be applied by classification based on full time company seniority. If any dispute arises out of such application of seniority, the matter will be processed under the Grievance Procedure as referred to in Article 14 of this Contract. It is furthered agreed that the Shop Steward shall be the last man laid off when a reduction in staff becomes necessary.

All Journeymen, Helpers and Apprentices who are laid off from their classifications will be permitted to work as set forth below:

1. Laid off employees may displace the most junior employee working in the classification within the Local Unions jurisdiction.
2. The laid off employee may displace two (2) part time employees within the building they were laid off in, if qualified.
3. If two (2) shifts of part time employees are not available within the building he or she may displace two (2) part time employees within his or her District's hub, if qualified.
4. If two (2) shifts of part time employees are not available in his or her District's hub, he or she may displace two (2) part time employees in any other hub within the jurisdiction of Local 177, if qualified.

5. The laid off employee may displace the part timer working the greatest number of hours whose work he or she is qualified to perform, at the laid off employees prevailing rate of pay.
6. When work again becomes available in the employees classification he or she shall return by seniority to their classification.

**11.3 Recall from Layoff**

When, after layoff or reduction of staff, the working force is increased in the substantially identical tasks referred to above, those seniority employees who have been laid off in such tasks shall be re-employed in the reverse order in which they were laid off. In unusual or emergency situations, the order of re-employment may be waived by mutual consent of the Union and the Company.

**11.4 Seniority List**

There shall be five (5) seniority lists:

- A) Journeymen Mechanics
- B) Maintenance Journeymen
- C) Ground Support Equipment Journeymen
- D) Helper (Automotive)
- E) Handyman (Maintenance)
- F) Apprentice

Except in emergencies the assignment of work between the automotive and maintenance classifications will be assigned according to past practice.

**11.5 Loss of Seniority**

Any employee shall lose all seniority rights if:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Is absent without good cause and fails to notify the Company, provided, however, that before employment is terminated, the Company will send a written certified letter giving the employee five (5) days in which to report. The Union shall be notified at the same time.
- (d) Employee is offered a job and does not report within five (5) days. In such cases, the Union will then be notified and, if the employee does not report within three (3) additional days, his or her name will be removed from the seniority list.
- (e) An employee shall lose all seniority rights if, after being laid off, he is not re-employed within the following allowed period:

<b>Seniority at Time of Layoff</b>	<b>Allowed Period</b>
Less than 3 months	4 months
3 months and over, but less than 4	6 months
4 months and over, but less than 5	8 months
5 months and over, but less than 6	10 months
6 months and over, but less than 24	12 months
24 months and over	24 months

- (f) Employee is promoted to a supervisory position.

**11.6 Bidding**

(a) When a permanent vacancy or additional jobs are created in automotive as covered in the contract classification of jobs, or when there is a change in starting times of more than one hour, any seniority automotive person within the district may apply for such vacancy, new job or new starting time provided he or she qualifies. The Company and the Union shall agree on such changes.



If no seniority automotive person within the district applies, then the Company shall offer the bid to any seniority automotive person within the Local's jurisdiction provided the person is qualified.

Districts shall be defined as:

<u>Metro</u>	<u>Metro Edison</u>	<u>North</u>
Meadowlands	Edison	Parsippany
Gould Avenue	Tinton Falls	Spring Valley
	Staten Island	Chester
	Trenton	New Windsor
	Lakewood	Mount Olive
		Bound Brook
		Saddle Brook

When a permanent vacancy or additional jobs are created in maintenance as covered in the contract classification of jobs, or when there is a change in starting times of more than one hour, any seniority maintenance person within the jurisdiction may apply for such vacancy, new job or new starting time provided he or she qualifies. The Company and the Union shall agree on such changes. If the vacancy is awarded to a seniority maintenance mechanic from outside the district in which the job is bid the Company may utilize the pool mechanic from the transferees district to cover his previously selected vacation.

(b) Bids shall be posted for a period of five (5) working days. All jobs posted will show starting times and days off schedules. Copies of awarded bids will be maintained in each facility. Once a bid has been awarded, the Company will provide the Union Official or Shop Steward with a copy of the bid.

(c) All bids shall be filled within 10 working days of said bid being awarded. There shall be no bidding of jobs during the vacation selection period. The last vacancy shall be filled on a continual rotating basis of one (1) full time qualified transfer, one (1) part time transfer and one (1) off the street new hire.

(d) The number of bids will be according to past practice.

(e) There shall be no bids on starting time changes of one (1) hour or less. In the event the time is changed beyond one (1) hour and a bid is accepted and the starting time reverts back to the original starting time within thirty (30) working days, then the original man in that job goes back.

(f) The above shall not apply in a situation in which there is a large change of personnel from one location to another.

(g) In the case of job abolishment or discontinuance of a bid, the principle of seniority shall apply as follows: the employee affected shall be the least senior employee on the start time. Using his/her seniority the employee has the choice to displace the lowest senior employee on any start time in any building, in the Local Union's jurisdiction. Each affected employee shall exercise his/her seniority within his/her classification, provided he/she is qualified to perform the work.

(h) In the event automotive equipment needs repair at Newark Gateway, ground support journeymen will perform necessary repairs during this emergency situation.

(i) The Company shall have the right during the period between Thanksgiving and Christmas of each year to move Journeymen's start times two (2) hour in addition to the provisions provided for in Article 11.6 Subsection (e) as required by the operating needs of the Company. These moves will not be subject to the bidding process as outlined in Article 11.6 above. Any affected Journeymen will not suffer the loss of the night differential due to this provision. Only one move per man will be permitted during this period unless the move is closer to the employees original start time. At the conclusion of this period the affected employees will be returned to his/her start time.

Utility Journeyman in both classifications will only be permitted to move one (1) hour under this provision. This one hour move will be in addition to the two (2) hour movement set forth provided for in Article 3.9.

It is understood by both parties that if the company chooses to implement this language the change in start time will remain the same for the entire week and will be posted on a weekly schedule.

(j) When a Sunday Hub sort is cancelled or changed from a Sunday through Thursday to a Monday through Friday the affected bids may be changed with the following restrictions:

- A. The change may be from a Sunday through Thursday workweek to a Monday through Friday workweek only for those effected Mechanics.
- B. When the Hub goes from Sunday through Thursday to Monday through Friday it will be the affected Journeymen's option to work Monday through Friday instead of Sunday through Thursday. If he/she chooses not to work Monday through Friday he/she will only be paid the days that he/she works that week.
- C. The affected employee will be notified no later than the Monday prior to week the change will occur.
- D. The Company may make the change up to a maximum of five (5) times per calendar year.
- E. If the change occurs on three (3) consecutive weeks or the maximum (5) five times per year is exceeded, the Company will meet with the Union to discuss the cause and all known future cancellations and the potential need to re-bid the effected Mechanics job.

This language will apply to Mechanics who are on bids that are scheduled Sunday through Thursday only.

### **11.7 Transfers**

Transfers from any classification covered by this agreement may be requested to any other full time classification in the Collective Bargaining Supplemental Agreement between United Parcel Service (New Jersey) and Teamsters Local 177 (known as the package agreement). In addition, transfers will be permitted within the UPS (New Jersey) and Teamsters Local 177 Mechanics and Maintenance Supplemental Agreement. A list shall be prepared of employees requesting said transfers. If a job is not filled through the bidding procedure as outlined in this agreement, it shall be offered to the overall transfer list. Employees will be notified within fifteen (15) working days as to the status of their transfer. The transfer list shall include the location and classification to which an employee wishes to transfer.

The following provisions shall apply to all Automotive and Maintenance Employees:

- A. There will be a (30) thirty working day probationary period for Automotive and Maintenance employees who transfer to all classifications.
- B. Automotive and Maintenance Employees will be placed on the transfer list using their full time company seniority. Transfers will be limited to three (3) per district per year.
- C. If an Automotive or Maintenance Employee transfers, the transferee shall be placed on the seniority list in the classification to which he/she transferred and his/her seniority date shall be the date of the transfer for the purposes of bidding etc. However, he/she shall maintain his or her company seniority date for the number of weeks vacation, retirement etc. Vacation shall be based on full time company seniority.
- D. Candidates for transfer must have at least one (1) year of service.
- E. When an opening becomes available, the transferring employee may be held in his/her Automotive or Maintenance position for a maximum of thirty (30) days before being released to his/her new position.
- F. Candidates who desire to put their name on the transfer list to enter the Automotive or Maintenance classifications will be required to satisfactorily complete a pre-qualification process. This pre-qualification process will be the same as the pre-qualification process that new hires off the street will be required to complete. Qualified Transfer candidates will be selected from the transfer list in seniority order.
- G. The Company shall fill permanent vacancy's on a continual rotating basis; (1) One Full timer off of the qualified transfer list, (1) One Part timer off of the qualified transfer list, (1) One new hire.
- H. 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 of the transfer. If a holiday falls during their probationary period they shall be paid four (4) hours pay at the part time rate of pay they were receiving at the time of transfer, in addition to all regular earnings for time worked.
- I. This language shall not apply to Ground Support Equipment Journeymen. In addition it will not apply to Apprentices until they have achieved the status of Journeymen and have one year's seniority as a Journeyman.

**ARTICLE 12.  
LEAVE OF ABSENCE**

**12.1** The Company agrees that all seniority rights shall continue in full force and effect with respect to not more than thirty (30) employees who presently are, or may, during the term of this Agreement, serve the Union as full-time officers or representatives, or who serve the New Jersey Teamsters Joint Council or the International Union as full time officers or representatives. Such seniority shall continue in the like manner as if such employees were employed continuously as regular full time employees.

**12.2** (a) The Company will consider written requests for leave of absence from seniority employees for periods beyond two (2) weeks need not be requested in writing, but are subject to the control of the local Supervisor. Requests for leave shall not be unreasonably withheld.

(b) Applications made out in triplicate must be signed by the employee and his Center Manager and forwarded to the Personnel Department for consideration. No leave will become official until approved by the Personnel Department in writing. Copies of the application will be sent to the employee and to the Union.

(c) Leaves, where granted, shall be for maximum periods up to three (3) months, but may be subject to renewal for additional three (3) month periods upon presentation of satisfactory need for continuance. Employees may return to available work prior to the expiration of leave upon notification to the Company at least one (1) day in advance or return.

(d) Leave will be granted for personal illness or injury based on proper medical evidence. Requests for leave for other purposes such as extended vacations, family reasons (not involving employment) or emergency circumstances, will be considered on their merits, subject to the needs of the business. Leave shall not be granted to permit an employee to work elsewhere.

(e) Credit toward progression shall not accumulate during leave.

(f) Any employee who is receiving compensation benefits, or benefits under the Health and Welfare Fund for sickness shall not be required by the Company to sign any Leave of Absence forms. The Company shall obtain pertinent information with respect to the employee's illness directly from the Fund office.

(g) It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties.

**ARTICLE 13.  
GENERAL MANAGEMENT PROVISION**

**13.1** The management of the Company and the direction of the working forces, including the right to plan, direct and control Company operations and to maintain and establish rules of operation and working practices, not inconsistent with the provisions of the Agreement shall be vested exclusively in the Company. It is agreed that the Company will give the Union thirty (30) days notice of any anticipated major change in the Company's method of operation.

**13.2** If any major change by the Company in methods of operation results in substantial change in job content of any job classification provided in this Agreement or in the creation of a new classification or in substantial hardships to employees, the parties shall attempt to agree on a new wage rate for such job or jobs or hardship corrections, and failure to agree, an applicable wage rate or hardship correction shall be determined by arbitration in accordance with the provisions of Article 14 herein.

**ARTICLE 14.  
GRIEVANCE AND ARBITRATION**

**14.1** A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to the interpretation, application or observance of any provisions of this Agreement.

**14.2** It is mutually agreed that any difference arising between the Company and the Union or an employee of the Company as to the meaning, application, or observance of the provisions of the Agreement (except claims of excessive overtime which shall be processed in accordance with the provisions of Article 4), such difference shall be settled in the following manner:

(a) The aggrieved employee or employees shall first take the matter up with the Shop Steward who, in turn, will take the grievance up with the Supervisor in charge. Employees shall have the Shop Steward present on any grievance. Grievances must be submitted to the Supervisor within ten (10) days after the occurrence of such grievance. If a

satisfactory settlement is not effected with the Supervisor within one (1) working day, the employee shall submit such grievance to the Union's representative in writing.

(b) If no satisfactory adjustment is agreed upon, the matter shall, within ten (10) days after Step 1 be referred by an officer of the Union to the Division Manager of the Company or some other officer of the Company with authority to act, who shall receive the alleged grievance and offer a decision within five (5) working days after receipt of same.

(c) Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment. Such penalty payment will be equal to one half (1/2) of his/her daily guarantee at his/her regular hourly rate. The ten (10) working day period shall begin to run when the Labor Department representative agrees to the settlement, or is notified by the Union or management team of the settlement with an agreed to standardized form. The employer shall pay a maximum of one penalty payment for a multi-grievant grievance.

### **14.3 Arbitration**

(a) Any grievance or difference which cannot be adjusted between the parties may be submitted to arbitration upon written notice of either party to the other within ten (10) days of failure to agree under Section 2 above as follows:

(1) The matter or matters in dispute shall be submitted to an arbitrator, who shall be selected in each case from a permanent panel of five (5) arbitrators approved in advance, by the Union and the Company. Designation from this panel shall be handled by the American Arbitration Association. If the parties are unable to agree upon the selection of such arbitrator or their successors, any opening or openings on said panel shall be filled by designation of the American Arbitration Association. Moreover, if none of the arbitrators on the panel are available on a timely basis in a particular case, an arbitrator in such case shall also be designated by the American Arbitration Association.

Discharge grievances will be heard through an expedited arbitration procedure. In the event an expedited procedure is not available, the grievance will be heard through the regular procedure as outlined on previous page.

(2) Costs, in connection with any arbitration, shall be paid half by the Company and half by the Union.

The decision by the arbitrator shall be final and binding upon the parties and shall be rendered within thirty (30) days after the close of the hearing.

(3) The parties agree that all time limits set forth in Sections 2 and 3 hereto shall be strictly adhered to.

(b) (1) In the event either the Union or the Company are of the opinion that a particular dispute or grievance is of such a nature as to require an immediate determination, either party may petition the arbitrator to order a waiver of the adjustment and arbitration provisions referred to above and institute an immediate arbitration of dispute. Such requests shall be asserted by notice, in writing, given to the other party with a copy to be sent simultaneously to the American Arbitration Association.

(2) The American Arbitration Association shall designate an arbitrator who shall be immediately available to determine whether the dispute necessitates an immediate decision. In the event the arbitrator decides the dispute does not require immediate disposition, the matter shall be set down for hearing in the ordinary course on a timely basis.

(3) If the arbitrator determines that the dispute requires immediate disposition, the matter shall be submitted to arbitration within the appropriate time limits set forth by the arbitrator, and an award shall be issued on an expedited basis.

(4) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay compliance with enforcement of the award.

(5) The failure of any party to attend the arbitration hearing as scheduled and noticed by the American Arbitration Association, shall not delay said arbitration and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.

### **14.4 No Strike or Lock Out**

(a) The Union agrees that it will not cause or permit its members to cause strikes of any kind, stoppages, or any other interference with any of the operations of the Company during the term of this Agreement, as long as the Company abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrator as provided in this Agreement. The Company agrees that there shall be no lockout during the term of this Agreement, so long as the Union abides by the procedure prescribed for the settlement of disputes and differences and the decisions of the arbitrator as provided in this Agreement.

(b) In the event of an alleged violation of this Section 4, either the Company or the Union shall have the right to waive the normal adjustment and arbitration provisions referred to in Article 14 and submit, for immediate arbitration, the alleged violation of this Section pursuant to Section 3(b). Such dispute shall be submitted to arbitration within twenty-

four (24) hours after receipt of notice by the American Arbitration Association and an award issued not later than twelve (12) hours after the conclusion of the hearing.

**ARTICLE 15.  
COMPLETE AGREEMENT**

**15.1** The parties hereto expressly agree that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement, or for the renegotiation of any of the provisions of this Agreement, except as elsewhere provided in this Agreement.

**15.2** The parties agree that this Contract is the sole and complete Agreement between them and that any other previous understanding or Agreements, oral or written, inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

**ARTICLE 16.  
COURT APPEARANCES AND  
COMPENSATION HEARING**

**16.1** The Company shall reimburse employees for time lost due to court appearances or other appearances, in the Company's interest, in accordance with past practice. The Company shall reimburse employees for time lost attending hearings of the Worker Compensation Board, when such hearing results from formal notice of hearing at which the employee is directed to be present. Evidence of such notice must be submitted by the employee to the Company in advance of request for time off. The Company will not reimburse employee for attendance at hearings which result from employee's application for consideration of appeal.

**16.2** In the event an employee is involved in a vehicular accident during Working hours, the Company shall maintain its present practice with regard to providing legal counsel and/or bond in appropriate cases.

**16.3** In the event an employee is required to appear in night court in the Company's interest, he shall be paid straight time for the hours spent in court and for time spent in travel.

**16.4** The Employer agrees to cooperate towards the prompt settlement of employee on-the-job injury claims when claims are due and owing as required by law.

**ARTICLE 17.  
JURY DUTY**

When a regular employee is called for jury service, he shall be excused from his regular duties on the days he is required to appear in court. For any regular scheduled work day in which time off for jury service is granted, the employee shall be paid a full eight (8) hours' pay at his straight time hourly rate, less any amount received as a jury duty fee. The employee will be required, however, to turn over to the Company adequate proof of his jury duty service and compensation, in order to receive the compensation above provided.

**ARTICLE 18.  
INSPECTION OF RECORDS**

Union officials and Shop Stewards shall be allowed to examine such portion of the Company's operating reports and other payroll records, as well as employee's center personnel file, as are pertinent to any grievance arising under the Contract. Such examination can be made only after request to the Center Manager and in his presence.

**ARTICLE 19.  
MILITARY CLAUSE**

**19.1** The Company agrees to grant military leave of absence to seniority employees who leave its employ to enter the Armed Services in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto.

**19.2** Upon confirmation of entrance into the Armed Services, a seniority employee will be granted the next annual vacation pay to which he would have been entitled had he not entered the service, together with any earned vacation not yet taken.

**19.3** Employees ordered to spend time with the Reserves or National Guard units cannot be forced to take vacations for this period.

**ARTICLE 20.  
HARDSHIPS**

It is agreed and understood that all automotive mechanics are required to have a periodic D.O.T. physical. It is also understood that maintenance mechanics who are required to cross a state line with a UPS vehicle are required to take a D.O.T. physical.

The Company agrees to make reasonable accommodations by placing Bargaining Unit employees in those cases that are considered hardships in other jobs, which the employee is qualified to perform. The Union and the Company mutually agree that these jobs will be assigned to worthy cases on the basis of seniority, provided the person is physically capable of performing such work.

**ARTICLE 21  
PAY FOR DEATH IN FAMILY**

**21.1** In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, not to exceed four (4) scheduled workdays. These days shall not extend beyond the day of the funeral unless an additional day is required for travel, except as noted below. The employee will be reimbursed at eight (8) times the employee's straight time hourly rate for each day lost from work for those employees whose regular scheduled work week is five (5) days, and ten (10) times the straight time hourly rate for those employees whose regular scheduled work week is four (4) days.

**21.2** A regular full time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral.

**21.3** Members of the employee's family means spouse, child, father, mother, brother, sister, grandparents, mother-in-law and father-in-law. Part time employees will enjoy the same.

**ARTICLE 22.  
MEDICAL ARRANGEMENTS**

**22.1** In accordance with Workers Compensation Laws of the State of New Jersey, the following shall be the Company policy with respect to physical examinations:

(a) At the discretion of the Medical Director, employees out on compensation injuries may be requested to visit the Medical Department for examination. If unable to travel, arrangements will be made for visits to his home by a staff doctor.

(b) Arrangements for examination of injured employees who have since returned to work will be made at the discretion of the Medical Director where deemed necessary, as follows:

(1) Employees will be asked voluntarily to visit the Medical Department at a convenient time for proper examinations or,

(2) If unable or unwilling to visit the Medical Department, arrangements will be made for examination locally by a staff doctor of the Company's choosing, either at the employee's home, place of business, the Company doctor's office, or in his own doctor's office.

(3) Appointments to visit specialists or other doctors will be made by the Medical Department or insurance carrier at the convenience of the employee and doctor concerned without regard to day off schedule.

**22.2** When a medical leave of absence is requested, the Company may request appropriate medical evidence. This will usually be satisfied by the submission by an employee of his personal doctor's report. The Company may, however, have the employee examined by the Company doctor. If the Company doctor does not agree with the report rendered by the employee's personal doctor, the two doctors involved will select an impartial third doctor to render a report. If the two doctors cannot agree upon the selection of a third doctor, the Union and the Company shall select the third doctor either through the Arbitrator or by request to the New Jersey State Medical Society.

**22.3** An employee who seeks to return to work after a medical leave of absence (including a leave of absence covered by a chronic or recurrent condition, may be required by the Company to submit a doctor's report. The Company may also require the employee to submit to an examination by the Company doctor. If the Company doctor and the employee's doctor do not agree, the procedure set forth in the preceding paragraph regarding the utilization of an impartial third doctor shall be followed.

**22.4** The Company will designate local doctors for employees working in the following centers:

Chester	Gould Avenue	Mount Olive
Edison	Spring Valley	Staten Island
Parsippany	Lakewood	New Windsor
Trenton	Tinton Falls	
Bound Brook	Meadowlands	
	Saddle Brook	

In the event the Company, pursuant to this Article, required employees working in these centers to submit to an examination by a Company doctor (except in compensation cases) the employee will be sent to such local doctors.

### **ARTICLE 23. POSTING OF NOTICES**

The Company agrees to the posting within its business premises of notices of Union meetings, etc., by an elected or appointed official of the Local Union and on official Union letterhead.

### **ARTICLE 24. STEWARDS**

**24.1** The Company recognizes the right of the Union to designate the necessary number of Shop Stewards needed to handle such Union affairs as may from time to time be delegated to him by the Union.

**24.2** No Steward shall have the authority to call a strike, cause a slowdown or take any other action which would interrupt the Company's business, except as such action may be authorized by the Union. The Company recognizes this limitation upon the authority of the Steward.

**24.3** Shop Stewards shall be paid by the Company for reasonable time spent in the processing of grievances.

**24.4** It is the policy of the Company and the Union that grievances be handled with the participation of the regular Steward. The Company agrees to cooperate with the Union in establishing procedures to assure that the regular Steward is available for the processing of grievances. The Union agrees that such procedures shall not hamper the Company's operation. The Company shall, in the absence of the regular Steward, recognize an alternate Steward designated by the Union.

**24.5** Shop Stewards and Union officials shall be afforded super seniority with respect to terms and conditions of employment for layoff and recall purposes, and in other situations that assure the Union officials and stewards greater accessibility to co-workers to genuinely assist them to perform their functions as a steward or Union official which will be to the benefit of co-workers.

### **ARTICLE 25. MAINTENANCE OF STANDARDS**

**25.1** The Company agrees not to enter into any agreement or contract with his employees, individually or collectively, which conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

**25.2** Where new types of equipment for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between parties and, upon the failure to agree, to arbitration under the provisions of the Agreement.

**25.3** The employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, and general working conditions, as negotiated or agreed upon, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

**ARTICLE 26.  
PROTECTION OF RIGHTS**

It is agreed that under the specific circumstances set forth herein, the following conduct shall not be considered a violation of Article 14 of this Agreement:

**26.1** The Union will not set up an organized picket line at the place of business of any store which the Company serves. It will, however, not be required to pass any picket line set up by it at the place of business of any of the stores which the Company serves if such picket lines are: (1) set up either after the Union has been duly certified by the appropriate Labor Relations Board as the exclusive bargaining representative of employees of such stores, or (2) if the Union has called and is engaged in an actual bona fide strike against such store and such strike has been approved by the Teamsters Joint Council in that area.

**26.2** The Union will not recognize, and will direct its members to pass, any organizational picket line established at the place of business of any store which the Company serves established by another union. This provision shall not apply in cases where the Teamsters Joint Council in the appropriate area has determined that the matter is a proper one for support and other Teamster unions regularly delivering to the department stores are taking similar action.

**26.3** The Union may honor or observe a picket line established at the place of business of any store which the Company serves: (1) where such picket line is established by a union which has been duly certified as collective bargaining representative of the employees of such store by the appropriate Labor Relations Board, or (2) in the absence of such certification, a union is engaged in an actual bona fide strike, provided that the Teamsters Joint Council in the appropriate area has determined that the matter is a proper one for support and other Teamster unions regularly delivering to such store are recognizing the picket line.

**26.4** The Union will not recognize a picket line established at any of the Company's facilities except where: (1) such picket line is established by a union which has been duly certified as collective bargaining representative of the employees involved, or (2) in the absence of certification a union is engaged in an actual bona fide strike provided that the Teamsters Joint Council in the appropriate area has determined that the matter is a proper one for support.

**ARTICLE 27.  
SEPARABILITY AND SAVINGS**

**27.1** If any Article or Section of this Agreement should be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Articles or Sections should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Articles or Sections to persons or circumstances other than those which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**27.2** In the event that any Articles or Sections held invalid, or enforcement thereof or compliance therewith has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Articles or Sections during the period of invalidity or restraint. In the event the parties are unable to agree on a replacement clause, such dispute shall be subject to the arbitration provisions of this Agreement. It is agreed, however, that the dispute shall not be considered by either party as a waiver of Article 14, Section 4 (a) of this Agreement.

**ARTICLE 28.  
TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto and any assign or successor of the Company.

**ARTICLE 29.  
UNIFORMS**

**29.1** The Company agrees that if any covered employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Company, free of charge.

**29.2** Rain gear shall be available to all covered employees performing outside duties.



**ARTICLE 30.  
APPRENTICES**

**30.1** The Company shall have the right to employ one (1) apprentice for each five (5) journeymen employed by the Company. Apprentices may be employed at any point other than the Main Shop where two (2) or more mechanics are employed.

**30.2** An apprentice shall start at sixty per cent (60%) journeymen's rate per hour and shall be increased five per cent (5%) per hour at the end of each 1,000 hours worked until he attains the rate established for journeymen mechanic.

**30.3** Apprentices who are promoted to journeymen mechanics shall be dovetailed on the appropriate seniority list.

**ARTICLE 31.  
LIE DETECTOR TEST**

The Company shall not require an employee to take a polygraph or other form of lie detector test.

**ARTICLE 32.  
SUBCONTRACTING**

The Employer may not subcontract work in any classification for the purpose of avoiding overtime. Where it is possible, the bargaining unit employees will do the work rather than subcontract, as provided below:

1. Where trained personnel are available
2. Where the Company has the necessary equipment.
3. The Company shall maintain the right to subcontract, according to past practice.
4. The Company will meet with the Local Union Officials no less than two weeks in advance of scheduling subcontracting.
5. There shall be no layoff of any bargaining unit employee as a result of subcontracting.
6. In the event the Union challenges any subcontracting of work covered by the Agreement, the burden will be on the Company to show that the decision to subcontract that work was a reasonable exercise of its discretion based on the criteria of expedition or economy (economy is not restricted to direct labor costs) in that order.
7. The Employer agrees to exercise good business judgment prior to the decision to subcontract.
8. Preventative maintenance inspection of conveyor equipment, to include oil, lube and electrical inspection, will not be subcontracted unless mutually agreed upon. The electrical inspection is that portion from conveyor to panel box provided the employee is qualified to perform the inspection. The electrical inspection does not include inspection mandated by law to be performed by licensed electrician.
9. The repair of rented or leased automotive equipment will not be performed on UPS property by subcontractor except during the period from Thanksgiving Day through Christmas Day, provided this equipment would interfere with or cause the Company to fail in its service commitments.
10. The Company will not cover maintenance journeymen vacations with subcontractors unless mutually agreed upon.

**ARTICLE 33.  
SUPERVISORS WORKING**

The work of supervisors will not include assignments to work normally performed by Union members, except for the purpose of training.

**ARTICLE 34.  
COST-OF-LIVING**

The cost-of-living allowance shall be paid per Article 33 of the National Master United Parcel Service Agreement.

**ARTICLE 35.  
TRAINING PROGRAM**

a) The Company shall maintain a Training Program for the maintenance and repair of new and unfamiliar equipment and retraining on our present equipment.

The Company Training Program will be established, from time to time, as the need occurs.

Time spent in Company authorized Training Program will be paid time, unless otherwise mutually agreed by Employer and Union.

Employees who attend company authorized classroom training programs outside of their bid hours will be paid at their straight time rate of pay up to eight (8) hours after which normal overtime provisions will apply. Special tools needed to work on new equipment will be supplied by the Company.

b) All training or certifications will be given in seniority order, taking into consideration the shift each employee is assigned to. This will be accomplished in the following manner:

1. Employees may sign an intent list for training that the Company is offering specific to their job assignments.
2. Employees who attend outside training classes may on a voluntary basis agree to assist in the training of other employees on their shift. It is understood that if an employee volunteers to come off his/her bid hours to provide training to other employees, or if the trainee is taken off his/her hours to be trained, the employee who is working off his/her scheduled bid hours will be paid in accordance with Article 4 of this agreement. In addition, Employees who provide training or assist in the training of other employees will be paid one dollar (\$1.00) per hour for training.
3. Training specific to any type of equipment will be given to all remaining employees who normally work on that specific type of equipment that did not have the opportunity to attend the training sessions at the completion of that program. The training of these remaining employees will be provided within nine (9) months of the completion of each particular training program.
4. The Company and the Union will meet on a quarterly basis. The purpose of these meetings will be to discuss the implementation of any and all training that the Company is planning for the next quarter.

**ARTICLE 36.  
TOOL INSURANCE**

**36.1** In the event an employee's tools are stolen from his locked tool box at the Company's place of business, or from his lockable locked vehicle when he is out on the road on the Company's business, and forcible entry is in evidence, and a police report is filed, the Company will replace the tools with tools of equal quality for the employee, provided, however, that the employee, to qualify for the above must have furnished the Company with an itemized tool list. However, if the reported theft should occur while the employee has stopped to transact personal business, the Company shall have no obligation.

**36.2** Employees who cooperate with periodic updates of tool lists, conducted in their presence, in order to keep the list of registered tools current, not to exceed one update per year, shall qualify for the above.

**ARTICLE 37.  
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until July 31, 2018, and shall automatically renew itself from year to year thereafter unless either party notifies the other, in writing, within sixty (60) days prior to the expiration, of a desire to amend or terminate the same.

Robert Cherney  
| Recording Secretary, IBT Local 177

Bill Heady  
Business Agent, IBT Local 177

Al Betts  
| Vice President, IBT Local 177

Eric Bringe  
UPS –North Atlantic District

Frank Maxwell  
UPS –East Region Labor

Dean Britt  
UPS – North Atlantic District

## Memorandum of Agreement

It has been agreed between the parties that in Articles of this collective bargaining agreement where the words Edison or Central or Central Jersey are used to define a District the parties agree to substitute "Metro Edison" as an identifier of that unit or district. Substitution of the words "Metro Edison" for the words Central or Edison or Central Jersey is not intended to alter the meaning of this Agreement.

Description of the Central or Edison or Central Jersey District as the "Metro Edison" district does not alter any contractual language or established practice with respect to the grouping of Company facilities into three separate units or Districts.

| The former Edison or Central or Central Jersey District will continue to be recognized as an independent unit or District for the purposes of this Agreement.

The words Meadowlands, Parsippany and Edison can continue to be used as a means to identify the main shops and buildings.

Robert Cherney  
Recording Secretary, IBT Local 177

Al Betts  
Business Agent, IBT Local 177

Salvatore Messina  
UPS – Metro Jersey District

Michael Farrand  
UPS – North Jersey District

Matthew Loughlin  
UPS – Metro Jersey District

## Memorandum of Agreement

As we've previously discussed, we have no plans to operate a "UPS Truck Leasing" in New Jersey during the life of the new agreement.

However, in the unlikely event that we do, please rest assured that no mechanic covered by the New Jersey Maintenance and Mechanics Agreement will be laid off as a direct result of this move.

Bob Jackson  
United Parcel Service  
Metro Jersey District

Jim Kilkenny  
United Parcel Service  
Central Jersey District

Howard Kahn  
Local 177  
Recording Secretary

Theodore Hermans  
Local 177  
President

## Memorandum of Agreement

This memorandum will serve to clarify the intent of the parties with respect to the newly negotiated Handyman classification in the Mechanics Contract between UPS and IBT Local 177.

The creation of the Handyman classification is not intended to be used to replace the Journeymen classification on any shift but rather to perform non-skilled, non-technical work. Handyman shall not be assigned to work alongside a Journeymen on a repair that in the past (prior to Handyman classification) required two (2) or more Journeymen.

Furthermore, a Handyman will not be used in any repair that involves a Journeyman, including but not limited to set-up and clean-up of said repair.

The Company and the Union will meet on a Quarterly basis or as needed. The purpose of these meetings will be to discuss the implementation of the Handyman, to review the planned Handyman staffing and to resolve any open issues in a timely manner

Robert Cherney  
| Recording Secretary, IBT Local 177

Eric Bringe  
UPS —North Atlantic District

United Parcel Service  
493 County Avenue, Secaucus, NJ 07094  
(201) 864-1200

November 19, 1993

Mr. Howie Kahn  
IBT Local 177  
282 Hillside Avenue  
Hillside, NJ 07205

Dear Howie:

This letter will serve to clarify our intent with respect to several provisions of the newly negotiated Mechanics Contract between UPS and IBT Local 177.

It is not the intent of United Parcel Service in negotiating the helper classification to replace the journeyman classification on the first shift with the helper classification. Nor is it the intent of UPS to assign to helpers their own assigned fleet or vehicles to exclusively perform all work necessary on those fleets or vehicles.

The journeyman mechanics and the helpers working in the Meadowlands facility shall pick their vacation as per past practice. In all other buildings a helper shall pick their vacation on the same vacation list as the journeyman mechanics (see article 3.7j).

In reference to Article 11.6H, the gateway is considered to be Newark Airport.

Sincerely,

Tony Moschella  
UNITED PARCEL SERVICE  
Metro Jersey District  
Labor Relations Manager

TM:mm

## **Notes**

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