

Final Draft – Package Contract February 10, 2014

**Collective Bargaining Supplemental
Agreement**

Between

**United Parcel Service, Inc.
(New Jersey)**

and

Teamsters Local Union 177

IBT Insignia Here

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

August 1, 2013 to July 31, 2018

Local 177 Executive Board

Victor Palumbo
Secretary-Treasurer

Tony Alers
Business Agent

James DeMartino
President

Chris Eltzholtz
Business Agent

Al Betts
Vice-President

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Business Agent

Bob Cherney
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Bill Gibbs
Trustee

Joe McKenna, Jr.
Business Agent

Al Ambrogio
Trustee

Paul Saliani, Jr.
Business Agent

Glen Meny
Trustee

Teamster Local 177 Representational Rights Statement

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

“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, Officer 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 employees working in the classifications set forth in the wage schedule within the jurisdiction of Local 177. Except as provided here, the provisions of the National Master United Parcel Service Agreement shall prevail.

ARTICLE 38 UNION SHOP AND DUES

SECTION 1

The Employer shall submit to the Secretary/Treasurer of the Local Union, on or before the 15th of the month, with each dues remittance, a report, by center, listing all seniority employees alphabetically and the amount of dues, if any, deducted for each employee.

SECTION 2

The Agency Clause does not apply in the jurisdiction of Local #177.

SECTION 3

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 the Union by register mail to that effect.

SECTION 4

It is the responsibility of the Company to notify the Steward immediately when a new employee attains seniority. Under no circumstances will this notification go beyond five (5) days after seniority is attained.

SECTION 5

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, an employee will be required to pay the local union initiation fees.

ARTICLE 39 WAGES AND HOURS

SECTION 1 – WORK IN DIFFERENT CLASSIFICATIONS

When an employee, during a working day, is assigned work of two or more classifications, the applicable wage rate will be applied to the time spent in each classification, except that an employee who works more than one hour in a higher rated classification as part of their daily work shall receive the higher rate for the entire day.

SECTION 2

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. The Union agrees that abuses will be subject to the grievance procedure.

SECTION 3 – NIGHT DIFFERENTIAL

Full time night workers, employed on or before September 15, 1976, shall receive a night differential on the following basis:

(a) 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.

(b) Each regular full time night worker shall receive a night differential as listed below which shall be in addition to the regular hourly wage rate for that classification:

Package

Beltman-Sheetwriter	.660	Divisional Sorter	.690
Section Sorter	.690	Return Clerk	.680
Return Clerk	.680	Sorter	.690
Positioner	.690	Marker	.720
Driver	.690	Car Washer	.670
Hub		Porter	.670
Office Clerk-Sr.	.690	Driver-Tractor	.720
Beltman	.670	Cashier	.690

STARTING RATES FOR NEW FULL TIME EMPLOYEES HIRED ON OR AFTER 8/1/13

Notwithstanding any provision in this Supplement the progressions set forth in the National Master Agreement, Article 41, Section 2(c) and 3, will be controlling with regard to any employee entering a full-time job after August 1, 2013, covered by those Sections.

The progression for Employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Article 41, Section 3 of the National Master UPS Agreement) after August 1, 2013 shall be as follows:

<u>Start</u>	<u>\$18.75</u>
<u>Seniority</u>	<u>\$18.75</u>
<u>Twelve (12) months</u>	<u>\$19.50</u>
<u>Twenty four (24) months</u>	<u>\$21.00</u>
<u>Thirty six (36) months</u>	<u>\$25.00</u>
<u>Forty eight (48) months</u>	<u>Top Rate</u>

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 increases, if any, paid under the provisions of the 2013 - 2018 Agreement.

Helpers:

The starting rate for full time year round helpers shall be 50% of the prevailing package driver rate. After attaining seniority, a 10% increase will be added one (1) year from their employment date. An additional 5% will be added two (2) years from their employment date. Full time year round helpers shall receive the general wage increases as is outlined in Article 41, Section 1 of the UPS-National Master Agreement.

There will be a 15% cap applied for helpers in each building. This cap will not be applied between November 1 and January 10.

Peak season helpers hired between November 1 and January 10 shall receive the all other rate per hour for all hours worked as outlined in Article 22 Section 5 of the UPS-National Master Agreement.

No seniority package driver will be laid off as a direct result of the use of helpers in his or her building.

If no non-seniority package drivers are working in his or her building, the laid off employee may displace the junior helper working in his or her Center and shall be compensated at the laid off employees' prevailing rate of pay.

If no helpers are working in his or her center, he or she may displace the most junior helper in the building and will be paid at the helper's rate of pay.

Employees hired or transferred into the helper classification may request a transfer to another classification after one (1) year.

Full time helpers who were previous part time employees, who successfully transfer into full time package driving jobs, will receive top rate of the full time package driver classification.

Persons hired as helpers, who successfully transfer to full time package driving jobs, will receive the appropriate rate of pay based on their years of service.

Full Time Combination Helpers:

The starting rate for new combination full time helpers shall be 50% of the prevailing package driver rate. After attaining Seniority, a 10 % increase will be added one (1) year from their employment date. An additional 5% will be added two (2) years from their employment.

The new full time combination job will consist of any combination of pre-load, hub or local sort work and driver helper.

The inside portion of these jobs will be paid pursuant to Article 22 of the National Master Agreement.

Each center will be allowed a maximum of three (3) combination helpers per center.

The intent of these combination helpers is not to be used as a subterfuge to deny package drivers overtime.

No seniority package driver will be laid off as a direct result of the use of combination helpers in his or her building.

Tractor Drivers:

Tractor Drivers pulling any combination of equipment, i.e. double trailers, single trailer with a dolly, or a dolly will be paid eighty five cents (.85) per hour over the prevailing tractor driver rate for all hours worked. Tractor Drivers pulling double 40's will be paid seventy-five cents (.75) per hour over the prevailing tractor driver rate for all hours worked. Tractor drivers pulling triples will be paid eighty cents (.80) over the prevailing tractor driver rate for all hours worked.

Tractor drivers who pull double or triple trailers a minimum of one hundred (100) days during the twelve (12) months immediately preceding their scheduled vacation shall receive the appropriate rate of pay for their vacation.

Tractor Drivers who bid jobs that are scheduled to pull doubles, or triples and who because of the operating needs of the Company have those doubles or triples removed from their jobs will have the option to stay with that job or elect to become a spare driver. Should the doubles return to the vacated job within 30 days the driver who vacated the job will have the right to return to that job.

WAGE SCHEDULE

	8/1/13	8/1/14	8/1/15	8/1/16 2/1/17	8/1/17 2/1/18
Classification					
Package Driver	32.87	33.27	33.67	33.77 34.17	34.37 34.87
Tractor Driver	32.97	33.37	33.77	33.87 34.27	34.47 34.97
Package					
Beltman-Sheetwriter	32.37	32.77	33.17	33.27 33.67	33.87 34.37
Return Clerk	32.55	32.95	33.35	33.45 33.85	34.05 34.55
Section Sorter	32.65	33.05	33.45	33.55 33.95	34.15 34.65
Positioner	32.72	33.12	33.52	33.62 34.02	34.22 34.72
Hub					
Office Clerk, Sr.	32.70	33.10	33.50	33.60 34.00	34.20 34.70
Beltman	32.52	32.92	33.32	33.42 33.82	34.02 34.52
Divisional Sorter	32.65	33.05	33.45	33.55 33.95	34.15 34.65
Return Clerk	33.55	33.95	34.35	34.45 34.85	35.05 35.55
Sorter	32.72	33.12	33.52	33.62 34.02	34.22 34.72
Marker	32.97	33.37	33.77	33.87 34.27	34.47 34.97
Car Washer	32.52	32.92	33.32	33.42 33.82	34.02 34.52
Porter	32.47	32.87	33.27	33.37 33.77	33.97 34.47
Clerk, Washers Porters					
Hired after 9/15/76	31.40	31.80	32.20	32.30 32.70	32.90 33.40
Part Time Employees					
Hired before 7/1/79	31.70	32.40	33.10	33.50 33.90	34.40 34.90
Part Time Employees					
Hired after 7/1/79	30.70	31.40	32.10	32.50 32.90	33.40 33.90
Part Time Employees hired after 5/1/82 and prior to 9/4/84. Sorters and Preloaders	30.73	31.43	32.13	32.53 32.93	33.43 33.93
All Others	29.73	30.43	31.13	31.53 31.93	32.43 32.93

(1) Part time employees hired on or after 9/4/84 and receiving \$19.49 per hour (Preloader-Sorter) and \$18.49 per hour (All Others) on 7/31/02:

	Preloader-Sorter	All Others
8/1/13	30.43	29.43
8/1/14	31.13	30.13
8/1/15	31.83	30.83
8/1/16	32.23	31.23
2/1/17	32.63	31.63
8/1/17	33.13	32.13
2/1/18	33.63	32.63

(2) Part time employees hired on or after 9/4/84 and receiving \$19.19 per hour (Preloader-Sorter) and \$18.19 per hour (All Others) on 7/31/02:

	Preloader-Sorter	All Others
8/1/13	30.13	29.13
8/1/14	30.83	29.83
8/1/15	31.53	30.53
8/1/16	31.93	30.93
2/1/17	32.33	31.33
8/1/17	32.83	31.83
2/1/18	33.33	32.33

(3) Part time employees hired on or after 9/4/84 and receiving \$18.69 per hour (Preloader-Sorter) and \$17.69 per hour (All Others) on 7/31/02:

	Preloader-Sorter	All Others
8/1/13	29.63	28.63
8/1/14	30.33	29.33
8/1/15	31.03	30.03
8/1/16	31.43	30.43
2/1/17	31.83	30.83
8/1/17	32.33	31.33
2/1/18	32.83	31.83

(4) All part-time employees who have attained seniority as of August 1, 2013 will receive the following general wage increases for each contract year. In the first three (3) years of the contract, the increase will be effective on August 1st. In 2016 and 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 each year will be as follows:

2013 - seventy cents	(.70)
2014 - seventy cents	(.70)
2015 - seventy cents	(.70)
2016 - eighty cents	(.80)
2017 - one dollar	(1.00)

Part-time employees still in progression on August 1, 2013 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules below. The progression set forth below shall be applied effective August 1, 2013.

All part-time employees, who are hired or reach seniority after August 1, 2013, will be paid according to the following wage schedules:

	Preloader-Sorter	Other
Start	11.00	10.00
Seniority Date plus one (1) year	11.50	10.50

Seniority Date plus two (2) years	12.00	11.00
Seniority Date plus three (3) years	13.00	12.00
Seniority Date plus four (4) years	13.50	12.50

Employees working high volume direct or low volume direct shall receive the preloader/sorter rates.

COST OF LIVING ALLOWANCE

See Article 33 of the National Master Teamster – United Parcel Service Agreement.

ARTICLE 40 HOURS OF WORK AND OVERTIME

SECTION 1

The basic work week for all regular full time employees should be forty (40) hours per week consisting of eight (8) hours per day, five (5) days per week, employees may be required by the Company to work overtime and, in such event, shall be entitled to overtime pay at a rate of time and one-half for work performed on any day in excess of eight (8) hours of actual working time. Any employee who is assigned to full time work shall be afforded an opportunity to earn not less than eight (8) hours of pay per day.

SECTION 2

- (a) The Company will maintain its present practice of a Monday through Friday workweek, except as required by the operating needs of the Company. Any change of the workweek will not be made for a one-week or two-week period only.
- (b) Day off schedules for all Employees shall be posted by Thursday of the preceding week for all classifications.

SECTION 3

Any full time employee who works on their scheduled day off and is also available for work on each of their 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 day off, but in the event they are absent on any of the regularly scheduled five (5) days without legitimate good cause, they shall receive no overtime pay for work on their scheduled day off.

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 of pay for their seventh (7th) work day.

SECTION 4 – OVERTIME

- (a) It is the policy of the Company to avoid dispatching employees with excessive overtime whenever possible.
- (b) Where an outside employee feels he or she is being dispatched with excessive overtime on a regular basis, he or she shall file a complaint the Shop Steward who shall in turn bring the matter to the attention of the Company. The Company agrees to investigate the claim promptly and take such corrective measures as may be indicated.
- (c) In the event inside employees, in any center or hub, assert that excessive overtime is being required on a regular basis, the matter shall be brought to the attention of the Union who shall raise the question with the Company. The Company will investigate the claim promptly and take such corrective measures as may be indicated.
- (d) In the event any matter referred to in (b) or (c) above is not resolved as aforesaid, it shall be referred to the Grievance Procedure in accordance with Article 44.
- (e) It is the policy of the Company to cooperate with an employee who desires to be relieved from overtime for bona fide personal reasons, subject to the understanding that such employee will complete his or her assignment, and subject to the provisions below. Any employee who desires to be relieved from overtime on a particular day or days (but in no event more than one week) shall submit a request in writing at least 24 hours in advance. This request will be processed by both the Center Manager and the Shop Steward, provided that no more than one employee in any Center shall be granted such request at any one time. Such request shall not be submitted during the months of November and December. With Respect to requests for Relief of Overtime on a Daily Basis, past practice shall prevail.

SECTION 5

- (a) Work performed by employees before their scheduled starting time or after their scheduled finishing time shall be paid for at the rate of one and one-half times their regular straight time rate of pay, it being understood nevertheless, that an employee receiving overtime pay for work prior to their scheduled starting time shall receive only their regular straight time rate of pay for all work performed in the eight (8) hours following their regular scheduled starting time.

- (b) Package drivers who complete their assigned work and return to the center in less than eight (8) hours and are redispached with extra work shall be paid at the overtime rate from the time they complete their original assignment. This shall not apply to drivers whose planned day includes being available to cover extra work in the afternoon.

SECTION 6

- (a) In addition to the eight (8) hours pay at regular straight time rate which will be paid to all full time Employees for the holidays specified in Article 57 of this Agreement, those employees who work on such holidays shall, in addition, be paid at double the regular straight time rate except where the regular schedule of work extends into holiday hours.
- (b) Pay at double the regular straight time rate shall be paid for off schedule Sunday work and for overtime work on Sundays where the regular schedule of work extends into Sunday hours. This will not apply to the overtime rate during the period between Thanksgiving and Christmas when the overtime rate shall be one and one-half times the regular straight time rate. The Company will, in good faith, hold to a minimum the overtime hours of employees whose regular schedule of work extends into Sunday or holiday hours. Any employee except package drivers and helpers who attain seniority after July 31, 1987 may be scheduled to work on Sunday at their regular straight time rate of pay. It is understood employees scheduled to work on Sunday, their workweek will be five (5) consecutive days, Sunday through Thursday.
- (c) No full time employee who attains seniority prior to August 1, 1987 shall be scheduled to work on a Sunday or on any of the holidays specified in this Agreement, but this provision shall not apply to employees whose regular schedule of work extends into Sunday or Holiday Hours.
- (d) Pyramiding of overtime. It is mutually understood and agreed that the overtime provisions of this Agreement cover all overtime payments to which an employee is entitled whether by Agreement or statute or both. There shall not be any pyramiding of overtime.

SECTION 7 – SUPERVISORS WORKING

- (a) The work of Supervisors will not include assignment to work normally performed by employees of the bargaining unit except for training or demonstration. "Training or demonstration" shall not be used as a subterfuge for the performing of any bargaining unit work. Any claimed abuses will be referred to the grievance procedure.
- (b) Day off people will be called in seniority order in the center where the need occurs. Then, all people living within a reasonable distance (one hour ride) to any center other than their own and interested in working on their day off, will submit their names and telephone numbers to the Shop Steward and the Center Manager. The Manager then will make a list of these people, in seniority order, and exhaust this list before using a Supervisor.
- (c) In the event of a supervisor working grievance having been paid and in the event of subsequent violations of the same identified supervisor performing bargaining unit work, the following steps will be applied:
 - (1) For the second violation the Division Manager and the District Labor Relations Manager will be notified and the affected employee will be paid two (2) hours or the actual hours worked, whichever is greater at double time the affected employee's rate of pay.
 - (2) For a third violation the matter will be taken up with the Region Labor Relations Manager and the Local Union. The affected employee will be paid four (4) hours or the actual hours worked, whichever is greater at double time the employee's rate of pay.

ARTICLE 41 STARTING TIMES

SECTION 1

The Company shall fix the starting time for employees, which shall remain constant during any particular week, but which may be changed from week to week. The Company may elect to have Package Drivers start twenty (20) minutes or less prior to the weekly posted start time. This provision will be limited to one day per work week. Drivers shall receive the straight time rate of pay for such time. From the first Monday after Thanksgiving through the Monday before Christmas, package car drivers may be offered on a voluntary basis and in seniority order an early start time opportunity exceeding the twenty (20) minutes listed above. All drivers accepting the opportunity will be paid at the straight time rate of pay for the early start. This shall not apply to drivers who are asked or called in for extra work. It is mutually agreed that this provision will not be used as a subterfuge to deny any driver the opportunity to the above language.

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

SECTION 2

No restriction as to starting time shall be applied to central relief people, but the Company shall identify such relief people to the Union and the Shop Steward.

SECTION 3

The choice of starting times shall be on a seniority basis.

SECTION 4 – PAY FROM STARTING TIME

Seniority employees who are called in on day off or from lay off shall be paid from regular starting time. This shall not apply in cases where abuses have been called to the attention of the Union by the Company.

SECTION 5

Before changing the weekly scheduled starting time of any package driver more than one-half hour beyond 8:30 A.M. or more than one hour regardless of the time, the Company shall notify the Union of said change and, upon the prompt request of the Union, will discuss the matter with the Union prior to said change. In the event the change is made without Agreement from the Union, the Union may grieve the issue of whether the change was arbitrary or unreasonable.

SECTION 6

In the event of a starting time change of more than one (1) hour or a new starting time, full time inside employees may select the new full time starting time within their classification, by building or by center whichever is applicable, in seniority order if qualified to perform the work.

ARTICLE 42 MEAL PERIOD

SECTION 1

- (a) A driver will be allowed twenty (20) minutes for breakfast and forty (40) minutes for lunch for each day worked. This time will not be counted as time worked by such driver. The time for breakfast must be taken within the first hour after leaving the center in the morning. The time for lunch must be taken and completed within the hours of 12:00 and 3:00 P.M.
- (b) After the completion of eight and one-half (8 ½) hours of work all drivers shall receive fifteen (15) minutes additional pay. This shall not apply to drivers who attain seniority after July 31, 1987. Those drivers attaining seniority after July 31, 1987 and hired on or before July 31, 2002 shall, after the completion of eight (8) hours of work, receive an additional ten (10) minutes of pay at the straight time rate.
- (c) Feeder drivers shall be scheduled for one hour eating time to be started not sooner than three (3) and not later than five (5) hours after scheduled starting time.
- (d) There shall be no work done during any of the above meal periods.
- (e) The specific time taken for each meal period shall be marked on the time card immediately at the start of such period. The Company agrees that they will not harass employees during the meal period.
- (f) Mileage drivers may elect to forego their lunch period provided there is no delay at their turn around. Drivers electing not to take their lunch must notify the appropriate management person.

SECTION 2

- (a) For inside employees, the Company shall allow one (1) hour eating time to be started not sooner than three (3) and not later than five (5) hours of work, except that any employee who requests an eating period either earlier than three (3) hours or later than five (5) hours will be permitted to have their lunch period at such time subject to the consent of the Company. The Company may, with the consent of the Union, schedule inside employees for less than one (1) hour lunch, but in no case less than thirty (30) minutes.
- (b) All regular full time inside employees will be allowed two (2) fifteen (15) minute coffee periods each work day, the time for which will be set by mutual Agreement of the Company and the Union.

ARTICLE 43 LOSS OR DAMAGE

See Article 10 of National Master Teamster – United Parcel Agreement.

ARTICLE 44 GRIEVANCE AND ARBITRATION

The parties agree that the Local Parcel Grievance Procedure referred to in Article 7, of the National Master United Parcel Service Agreement shall be as follows:

SECTION 1

Employees shall have the Shop Steward present on any grievance.

SECTION 2 – GRIEVANCES

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

Grievance procedures may be invoked only by authorized Union representatives.

In the event of a grievance, it shall be handled in the following manner:

- (a) The employee shall report it to his or her Shop Steward in writing within five (5) working days. The Steward shall attempt to adjust the matter with the Supervisor within forty-eight (48) hours.
- (b) Failing to agree, the Shop Steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) days.
- (c) If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed to.
- (d) The appropriate Local Parcel Grievance Procedure as set forth in this Supplement, if it is a grievance relating to the Supplemental Agreement or a matter not relating to the interpretation of the National Master United Parcel Service Agreement or appeal from discharge or suspension.

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. The Union will notify the Company of a grievant settlement with an agreed to standardized form. The Employer shall pay a maximum of one penalty payment for a multi-grievant grievance.

SECTION 3

All questions of interpretation arising under the provisions of the National Master United Parcel Service Agreement shall be resolved in the manner described in Article 8 of the National Grievance Procedure in the National Master United Parcel Service Agreement.

SECTION 4

It is agreed that the Company and the Union will abide by the Rules of Procedure adopted by the National Grievance Committee.

SECTION 5

Grievances to be heard under the Local Grievance Procedure will be referred to arbitration.

SECTION 6 – ARBITRATION

If any grievances or disputes cannot be satisfactorily settled by the parties, then the grievance may be submitted to an arbitrator from an agreed-upon list of arbitrators by either or both parties. It is agreed that the arbitrator is empowered to hear and decide a case even if only one of the parties submits to arbitration, or, if one of the parties fails to appear at the hearing or to present evidence. The arbitrator shall have the authority to apply the provisions of this Agreement, and to render a decision on any grievance coming before him, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The cost of arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties and employees involved. In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right to take all legal or economic recourse. All costs in connection with the filing of late postponements and or withdrawals of scheduled Arbitration hearings shall be borne by the party requesting the cancellation or withdrawal. Arbitrator fees shall be paid as per past practice

SECTION 7 – NO STRIKES – NO LOCKOUTS

The Union and the Employer agree that there shall be no strike, picketing, lockout, tie-up, or legal proceedings without first using all possible means of settlement, as provided for in this Agreement or any Supplement hereto, of any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or the Employer from going to court of proper jurisdiction for an injunction against the other for breach of the no-strike, no lock-out, no tie-up, no picketing promises made herein.

SECTION 8 – APPROVAL BY INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Supplement that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the General President of the International Brotherhood of Teamsters or his duly authorized representative, with notice of such approval to be given to the Employer, in writing, prior to such a strike or stoppage of work. The granting of such approval by the International Brotherhood of Teamsters shall not impose any liability on the International Brotherhood of Teamsters.

SECTION 9 – ILLEGAL STRIKE

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work in a case where a strike or stoppage is authorized under this Agreement, and the Union shall not be liable for any activities unless so authorized.

It is agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from any unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage or work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such employee shall not be entitled to have any recourse to any other provision of this Agreement.

SECTION 10 – EXAMINATION OF RECORDS

The Local Union Business Agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employee whose pay is in dispute or records pertaining to a specific grievance.

SECTION 11 – HEALTH, WELFARE, AND PENSION CONTRIBUTIONS

- (a) Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of its contribution to the Health and Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Company of such delinquency in Health and Welfare or Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.
- (b) It is mutually agreed that all monies due and owing under the Health and Welfare and Pension provisions of this Agreement shall be considered as wages and collectible as such.

ARTICLE 45 SENIORITY

SECTION 1 – ACQUISITION OF SENIORITY

- (a) After thirty (30) days of work within a sixty (60) consecutive day period, not to include the orientation period which shall not last more than fifteen (15) working days, a new employee will acquire seniority and his seniority dates shall be the original date if his employment, provided, however, that the time worked in the free period shall not count towards the acquisition of seniority.

Newly hired employees attending orientation shall be paid the daily rate of fifty dollars (\$50.00) for full time employees and twenty-five dollars (\$25.00) for part time employees. Part time employees transferring to full time positions shall be paid eighty-eight dollars (\$88.00) per day for such orientation periods. Orientation periods shall be used for the expressed purpose of training and demonstration, any violations shall be subject to the Grievance Procedure. Upon qualifying in the new job assignment, current seniority employees shall be compensated the difference between the orientation rate and the applicable rate for the classification of work for time spent in orientation.

- (b) There shall be a free period beginning October 15th and ending January 10th in each year, during which no employee can qualify for seniority.
- (c) An employee who has been hired prior to October 15th and retained after January 10th or recalled within sixty (60) days after January 10th will retain credit for the number of days worked prior to October 15th. Those days retained will count towards the thirty (30) days worked in a sixty (60) consecutive day period commencing with the first day worked after January 10th.
- (d) If an employee is hired as a summer replacement worker and works the period between May 10th and September 30th and in addition works the free period from October 15th thru January 10th the following shall apply: Employees who have worked these two consecutive free periods and are recalled prior to April 1st will gain seniority. Those employees who are hired after April 1st shall be considered a newly hired employee. Such employees cannot be hired a second time as a vacation replacement worker or work in a second free period.

Any employee gaining seniority under the above provision shall have a seniority date identical to his or her first day worked excluding any time spent in orientation.

- (e) Any violation of the January 10th cutoff by assigning free period employees package car or feeder driving work will result in the creation of a permanent full time position in the package or feeder classification to be filled and awarded per the applicable vacancy provisions of this supplement.

SECTION 2 – PACKAGE SENIORITY

(a) Center Seniority.

There shall be separate seniority lists for the inside employees of each package center and separate seniority lists for the outside employees of each package center. There shall be a separate seniority list for the package center clerical employees in the Local's jurisdiction; a separate seniority list for package center porters in the Local's jurisdiction and a separate seniority list for car washers in the Local's jurisdiction which separate seniority list shall be used for purposes of layoffs. For purposes of vacation, six (6) day work and job preference, the porters and car washers shall be on separate building seniority lists by classification. Clerks shall be on a center seniority list.

(b) Job Assignment.

Assignment of work shall be made on the basis of seniority lists described in (a) above. A full time inside employee assigned to eight (8) continuous hours of work shall not be displaced from his assignment by a part time employee.

(c) 1. Job Preference.

Drivers shall be given preference in their center, based on seniority, to a more desirable delivery area or to a permanent delivery split or to a permanent full time pick up area when a vacancy occurs. A permanent split is defined as a split or splits which has been in effect for three (3) months for at least three (3) days each week. With respect to the number of moves by driver's preference, past practice shall prevail, provided, however, that notwithstanding the past practice, drivers will be permitted the right to make a minimum of three (3) moves. Additional moves, if any, above three (3) shall be in accordance with past practice. In the event said area or split is not requested, the Center Manager will assign the work to the most junior driver in the center. The Company shall promptly and conspicuously post notice of any permanent vacancy. Such notice shall remain posted for a period of two (2) weeks. The Company will post for bid all assignments within two (2) weeks of being vacated. Upon completion of the two (2) week bid process, the senior employee will be assigned to the bid no later than five (5) working days. Failure to complete the above-mentioned procedure the District Labor Manager must fill the vacancy within five (5) working days. The above language shall not apply during the months of November and December. A driver shall have a thirty (30) day trial period before the permanent vacancy is awarded to him or her.

2. Training routes.

There shall be a maximum of three (3) training routes per center. Training routes shall be bid. A driver who bids a training route will become a split driver while a trainee is being trained.

(d) Change in Starting Time.

Where the starting time of an area is changed, the regular driver, may elect to remain on the area. If the change is from an earlier start time to a later start time and driver elects not to go with the area, he or she may nevertheless claim the area back if it is changed to the original starting time within the thirty (30) working day period. Where a driver's area is changed from a later start time to an earlier start time, a more senior driver may displace the driver being changed. The area that becomes available as a result of this displacement shall be bid. Additional moves, if any, will be assigned by the Employer. There shall be a ten (10) day probationary period of the driver on the new area.

(e) Sixth day work.

Day off people will be called in seniority order in the center where the need occurs. Then, all people living within a reasonable distance (one hour ride) to any center other than their own and interested in working on their day off, will submit their names and telephone numbers to the Shop Steward and the Center Manager. The Manager then will make a list of these people in seniority order and exhaust this list before using a Supervisor.

(f) Night Package Job Preference.

When a permanent vacancy occurs in the night package operations, a senior employee shall be given an opportunity to select such assignment subject to the operating needs of the Company.

SECTION 3 – HUB SENIORITY

(a) Seniority Lists

1. There will be a separate seniority list for each of the following hubs: Meadowlands (Secaucus), Saddle Brook, Edison and Parsippany inside employees.
2. In the event a new hub is created within the jurisdiction of the Union, the hub inside employees in said facility shall have the right to transfer by classification to the new hub, on a seniority basis, subject to the operating needs of the Company.

(b) Hub Inside Job Preference

Employees in each hub inside classification shall be given preference, based on seniority, to transfer to a more desirable starting time when a permanent job vacancy occurs or a new job is created in such classification. The Company will promptly and conspicuously post notice of such new job for a period of two (2) weeks and the applicable starting time. If, through a change of operations, the marker classification is eliminated in the Meadowlands Hub, the existing employees in that classification shall continue to receive the markers' rate of pay unless the employee voluntarily transfers.

In the event of any claimed abuses in the reassignment of hub inside employees within a classification from one work place to another in the course of a work day, the matter shall be referred to the Grievance Procedure in accordance with Article 44.

(c) Trailer Driver

1. (a) There shall be a separate seniority list for each of the following Districts:
 - A. Central
 - B. Metro
 - C. North

- (b) There shall be two lists in each District:
 - A. Company Seniority List
 - B. Classification Seniority List

(c) Seniority. For the purpose of six (6) day work and job preferences, classification seniority shall prevail. For the purpose of layoff, and vacation selection, full time Company seniority shall prevail.

(d) Layoff. After five (5) consecutive days of layoff, the affected employee shall have the right to displace the most junior feeder driver within the jurisdiction of the Local.

(e) Bidding.

1. Each year on or about February 1st there shall be bids for all feeder drivers. Bids will be posted for two weeks prior to the start of the bidding process. Feeder bids shall be selected by District and the selection of bids shall be by classification seniority. This bidding will be done off the job during the work week. The bidding process for each district will be completed in 10 business days or less.

Drivers who are scheduled to be on vacation during the bidding process must leave bid picks with the Shop Steward or Management. All other drivers on extended absences will be contacted by telephone for their bid selections. Drivers who refused to pick in a timely manner will be bypassed. The bypassing of a driver during the bidding process must be mutually agreed to by the Union and the Company.

If during the annual bidding process the Company abolishes a previously selected bid, after the annual bidding process is complete, using feeder seniority the affected driver(s) may displace any lower seniority driver within their District or elect to become a spare driver. Using the same principle of seniority each displaced driver(s) may utilize these options.

2. Vacations picks will be posted November 1st for a two week period. Vacation picks will begin November 15th and must be completed on or before December 25th. The vacation period extends from December 26 to the Saturday following Thanksgiving of the following year. Vacation selection will be done off the job during the work week.

Drivers who will be unavailable to make their vacation selections due to their driving assignments will be required to leave their vacation picks at the start of their work day. In addition, those drivers finishing work who will be eligible to pick vacation prior to their next scheduled start time will be required to leave their vacation picks with the Shop Steward or Management. All drivers who will be on vacation during the vacation selection process will be required to leave their vacation selections with the Shop Steward or Management prior to the start of their vacation. All other drivers on extended absences will be contacted by telephone for their vacation selections. Drivers who refused to pick in a timely manner or fail to leave picks will be bypassed until such time that they are willing to pick or have submitted their picks to Management or a Shop Steward. These drivers will be awarded their vacation weeks based upon the availability of weeks open at the time of their submission. The bypassing of a driver during the vacation selection process must be mutually agreed to by the Union and the Company.

Each week a percentage of the drivers eligible to pick will be required to do so within the allotted time. No less than 25% of the drivers eligible to pick will do so each week. Notification of what week a driver will be required to pick will be posted along with the vacation picks for the two week period prior to the beginning of the vacation selection process.

Where a new full time trailer driver's assignment is created and is in effect for more than twenty (20) working days or a vacancy occurs in an existing full time feeder assignment, drivers shall be given preference within the

District based on classification seniority to said assignment. In the event no driver in the District requests said assignment, the Company will assign the work. The Company shall promptly and conspicuously post notice of any permanent vacancy. Such notice shall remain posted for a period of two (2) weeks.

(f) Transfer. Transfers within classifications may be requested to any District within the Local's jurisdiction and if approved, shall be granted by classification seniority.

(g) Miscellaneous Feeders.

1. In the event a new District is created within the jurisdiction of the Union, trailer drivers in the existing Districts shall have the right to transfer to the new District within classification, on a seniority basis, subject to the operating needs of the Company.
2. In the event a new hub is created within the jurisdiction of the Union, the trailer drivers in said hub shall be on the same seniority list as the existing trailer drivers. Trailer drivers in the existing hub shall have the right to transfer to the hub, within classification, on a seniority basis, subject to the operating needs of the Company.
3. If a feeder job is abolished, or changed by fifty (50) percent or if the starting time is changed by more than one (1) hour, the driver may; stay with the job, or elect to become a spare, or exercise his/her feeder seniority to displace a junior driver within their district. This procedure is limited to five (5) displacements. The sixth move is to dovetail onto the spare list. This displacement option will not apply from November 15th through December 25th.

The shop steward will be actively involved in the displacement process as not to disrupt the employers operations. Each week, one (1) day before the weekly schedule is posted the Union will notify, in writing, the appropriate management representative of any bid reassignments.

4. If a trailer driver chooses to bid on a permanent vacant job, his or her job will then go up for bid only if he or she vacates a bid job.
5. If a run's switch point is changed more than twenty-five (25) miles or if the starting time of a run changes from the night differential rate to the day or vice versa, the driver (provided he or she has been on the run for at least thirty (30) working days at the time of the change) may utilize the options in number 3 above. If the driver has been on the run for less than thirty (30) working days, the run shall be rebid at the time of the change.
6. Runs which are put up for bid will be identified by starting time and switch points.
7. Spare drivers will be assigned in accordance with past practice, except assignment will be made by District.
8. The Company, whenever possible, will give one (1) week's notice of change of starting times or switch points on bid runs to the Shop Steward or the Union office.
9. Feeder vacation selection will be made by District.
10. The Company, whenever possible, will adhere to the drivers scheduled bid.

(d) Sixth Day Work

1. Hub employees (inside and outside) who are interested in the sixth (6th) day work, will submit their names and telephone numbers to their Managers. Day off employees will be called in seniority order, by classification, provided there is no more than five (5) hours variance between his or her regular scheduled starting time and the starting time of the job to be filled and provided he or she has submitted their name and telephone number.
2. The sixth day employee will take the scheduled starting time of the job for which he or she is called.

SECTION 4 – GEOGRAPHIC TRANSFER PACKAGE

- (a) Transfers, within classification, may be requested to any operating center or hub in the Local's jurisdiction and if approved shall be granted in seniority order. A list shall be prepared of employees requesting said transfers. If the job is not filled by transfers within classification, it shall be offered to the overall transfer list. The transfer list shall include the location and classification to which an employee wishes to transfer. Employees will be notified within fifteen (15) working days as to the status of their transfer.
- (b) Except in special hardship cases, candidates for transfer must have at least one (1) year service.
- (c) There will be a thirty five (35) calendar day probationary period for such transferred employees.

- (d) The Company shall have the right to fill one (1) permanent vacancy for every three (3) employees transferred to each such center.
- 1. Permanent package driver vacancies will be filled on a 2-1-2-1 Basis two (2) package to package, one (1) full time transfer, two (2) part time transfers (within District), one (1) new hire. If for any reason two (2) package car drivers do not fill the first two (2) vacancies by transferring the vacancies will be filled by the full time transfer list for a total of three (3) full time employees. If full time employees do not fill those vacancies part time employees (in the District) will fill those positions. If part time employees fill the open position, the next position will be filled by a new hire.
- (e) If an employee transfers, the transferee shall be placed on the seniority list in the center to which he or she transferred and his or her seniority date shall be the date of the transfer for purposes of bidding, etc. However, he or she shall maintain his or her Company seniority date for number of weeks vacation, and retirement, etc. Vacation selection shall be based on full time Company seniority date.
- (f) The Company shall supply necessary material when available to enable an employee to do the necessary studies within any classification in order to qualify for a transfer.
- (g) If a driver transfers within his or her building the new opening created in the transferee's original center shall be filled by a new hire or a promoted part timer, whichever is applicable. Such transferee shall not be allowed to request another transfer within the building for a period of one (1) year.
- (h) In the event a new package center is created within the jurisdiction of the Union, all drivers in the new center will be placed on the seniority list using their classification seniority.

SECTION 5 – DAY OFF

Day-off schedules will be established according to seniority, wherever this does not restrict or hamper operations. The Company will not be unreasonable in the application of this provision.

Assignment of Sunday, holiday and day-off work on basis of seniority shall be mutually agreed upon as to each center. Day off schedules in the Package classification will be established by Center.

Day off schedule for all classifications shall be posted by Thursday evening of the preceding week.

Seniority employees who are called in on day off or from layoff shall be paid from regular starting time. This shall not apply in cases where abuses have been called to the attention of the Union by the Company.

SECTION 6 – DAY TO DAY LAY OFF

When it becomes necessary to reduce the work force, full time seniority employees shall be laid off by classification within the center, based on full time Company seniority:

- (1) The employee to be laid off shall be the junior employee within his or her classification within the center, based on full time Company seniority.
- (2) The laid off employee will displace a non-seniority employee in his or her classification within the building.
- (3) If no non-seniority employees are working, the laid off employee may displace a part time employee within the building, if qualified.
- (4) May displace two (2) part time employees within the building, if qualified.
- (5) 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.
- (6) 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.
- (7) The above shall apply only if the affected employee shall have eight (8) hours of off duty time prior to his or her scheduled starting time.
- (8) The affected 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 employee's prevailing rate of pay.
- (9) The two (2) junior employees in each center with two (2) years or less seniority if laid off, shall be entitled to subsections 2 and 3 above.

SECTION 7 – PERMANENT LAYOFF

After five (5) consecutive days of day to day layoff in an employee's classification, the following permanent layoff language shall apply.

When it becomes necessary to reduce the work force, full time seniority employees shall be laid off by classification within the center, based on full time Company seniority:

1. The employee to be laid off shall be the junior employee within his or her classification within the building.
2. The laid off employee may displace a part time employee within the building if qualified or,
3. May displace two (2) part time employees within the building, if qualified.
4. 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.
5. 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.
6. The affected 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 employee's prevailing rate of pay.
7. When work again becomes available in the employee's classification or location, he or she shall return by seniority to their original job.
8. Stewards shall be the last employees to be laid off within the center and first to be recalled.
9. The above permanent layoff language does not apply to the two (2) most junior employees in each center with less than two (2) years seniority during the first three (3) weeks of January.

SECTION 8 – LOSS OF SENIORITY

Any employee shall lose all seniority rights if:

- (a) He or she quits.
- (b) He or she is discharged.
- (c) He or she is absent without good cause and fails to notify the Company within three (3) working days. Good cause will be determined by both the Company and the Union.
- (d) Layoff in excess of the following allowed period has elapsed since he or she last worked for the Company:

Seniority	Allowed Period
Less than 3 Mos.	4 Mos.
3 Mos. And over, but less than 4	6 Mos.
4 Mos. And over, but less than 5	8 Mos.
5 Mos. And over, but less than 6	10 Mos.
6 Mos. And over, but less than 24	12 Mos.
24 Mos. And over	24 Mos.

- (e) He or she is promoted to a supervisory position.

SECTION 9 – SENIORITY CLAIM

When the Union notifies the Company of a claim of violation of the seniority provisions, the employee shall be entitled to actual time lost before the date of such notice, up to a maximum limit of one week's pay, plus all time lost between the date of such notice and the date of correction of the violation by the Company.

ARTICLE 46 REPORT PAY

SECTION 1

Any full time seniority employee who is scheduled to report for work and does report will be afforded an opportunity to earn eight (8) hours pay in their regular classification of work, unless notified not to report by the completion of his current working day or prior thereto, or if not working, then by telegram filed with Western Union not later than 4:30 p.m. of the day before such reporting day or other notice prior thereto. While Sunday will be acceptable for the purposes of notifying employees to report for work on Monday, the Company agrees not to use Sunday for the purpose of advising employees not to report for work on Monday.

SECTION 2

It is understood that employees may be assigned in classification to work in their home center or at places other than their home center, as follows:

- (a) Employees will be required to accept assignments, within classification, when ordered, anywhere within their area.
- (b) Any employee who refuses an assignment out of his/her classification under the above conditions will forfeit their rights to report pay.

SECTION 3

For the purposes of other assignments, the following areas are applicable:

1. Lakewood, Tinton Falls, Trenton
2. Edison, Staten Island, Gould Avenue, Meadowlands
3. Parsippany, Bound Brook, Mt. Olive
4. Chester, New Windsor
5. Saddle Brook, Spring Valley

When accepting such assignments the Company agrees to provide transportation and/or reimburse an employee for all travel time and expenses incurred to and from locations. In those instances where one's residence is in close proximity to the reporting area the employee shall have the option of reporting to his/her home center or the center of the assignment. The option of where to report is solely the choice of the affected employee.

SECTION 4

When an act of God (snow, flood, hurricane, etc.) occurs, employees who are not put to work will not be entitled to any daily, weekly, or reporting guarantees. An employee who calls in and is instructed by management to report to work and is not allowed to work will be paid half of his or her daily guarantee.

ARTICLE 47 DISCHARGE

SECTION 1

The following shall be causes for immediate suspension or discharge of an employee: drinking, or proven or admitted dishonesty. Situations involving serious physical violence, or serious threats of physical violence, or severe physical sexual harassment, or repeated lewd comments of severe 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 physical 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 a 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 a 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.

SECTION 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 their discharge or suspension and the reason therefore. Such notice shall also be given to the Shop Steward and the Local Union office. Any warning notice shall not remain in effect more than (twelve) 12 months.

**ARTICLE 48
COMPLETE AGREEMENT**

SECTION 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 re-negotiation of any of the provisions of this Agreement, except as elsewhere provided in this Agreement.

SECTION 2

The parties agree that this contract is the sole and complete Agreement between them and that any other previous understandings or Agreements, oral or written, inconsistent with the provisions of this Agreement are superseded and are of not effect during the term of this Agreement.

**ARTICLE 49
COMPENSATION HEARINGS**

The Company shall reimburse employees for time lost attending hearings of the Workmen's 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.

**ARTICLE 50
COURT HEARINGS**

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

**ARTICLE 51
MILITARY CLAUSE**

SECTION 1

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

SECTION 2

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

**ARTICLE 52
MEDICAL ARRANGEMENTS**

SECTION 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) Employee will be asked voluntarily to visit the Medical Department at a convenient time for proper examination, or
 - (2) If unable 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.

SECTION 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 grievance procedure or by request to the New Jersey State Medical Society.

SECTION 3

An employee who seeks to return to work after a medical leave of absence (including a leave of absence covered by Workers Compensation) or after an absence caused 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 personal doctor do not agree, the procedure set forth in the preceding paragraph regarding the utilization of an impartial third doctor shall be followed.

SECTION 4

The Company will designate local doctors for employees working in the following buildings:

Chester	Meadowlands	Gould Ave.
Edison	Spring Valley	Saddle Brook
Trenton	Parsippany	Staten Island
Bound Brook	Mt. Olive	Lakewood
Tinton Falls	New Windsor	

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

**ARTICLE 53
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 54
TRAILER DRIVER TO WORK AS DIRECTED**

Trailer drivers will load, unload and sort as indicated by his or her normal schedule in the various locations of the Company, without any interruption or interference of any kind with the Company's operations. However, in the event of unexpected volume or breakdown of equipment, a trailer driver's schedule may be changed.

**ARTICLE 55
WELFARE PLAN**

Section 1

The Company will make contributions for 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 & Welfare Plan will continue to receive these benefits through December 31, 2013. Beginning January 1, 2014 health and welfare benefits will be provided by 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 the 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 56
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 57
HOLIDAYS**

SECTION 1

A full time seniority employee shall be paid for the following holidays, provided the employee is on the active payroll and in a working status (this excludes employees on permanent lay-off, on strike, cleared and on leave of absence, other than medical leave of absence): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Eve Day. Seniority employees who are absent the full week of the holiday week due to illness or Workers Compensation disability need not work during the holiday week in order to receive holiday pay. The amount of holiday pay shall be equivalent of eight (8) hours straight time pay. Part-time seniority employees shall receive holiday pay at the rate of four (4) hours straight time pay per day. Existing full time employees with less than two (2) years seniority must work the day prior or the day after said holiday. All part time employees must work the day prior or the day after said holiday.

All full time employees who have attained seniority shall be entitled to one (1) Option Holiday.

Part-time employees who have attained five (5) years 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.

Full time employees will be entitled to a Double Time Holiday upon attaining seniority.

Part-time employees who are seniority employees on January 1st of each year will be entitled to a Double Time Holiday in that calendar year.

If the employees elect to work the Double Time Holiday they will receive Holiday pay plus double time for all hours worked, this request will be at start work of previous day. If the employee elects to take this Double Time Holiday as a day off, he/she will be paid (eight (8) hours for full-time and four (4) hours for part-time) and he/she must notify the Company prior to the Thursday before the week their Double Time 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.

SECTION 2

If any of the specified holidays fall during an employee's vacation period, the employee shall receive an additional day's pay (8 hours) in lieu of an additional holiday. The additional day's pay for part timers will be four (4) hours.

**ARTICLE 58
SICK LEAVE**

SECTION 1

Effective May 1, 1980, and each May 1st 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.

SECTION 2

Regular full time employees with less than one (1) year's seniority prior to May 1st of each year shall have earned one (1) day paid sick leave after the first six months and one (1) day for every four (4) months of service thereafter.

SECTION 3

A cash payment will be made on April 30th of each year for each day of unused sick leave. The amount of unused sick leave pay shall be the equivalent of nine (9) hours straight time pay per day.

SECTION 4

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

SECTION 5

The employee may request payment for any earned, unused sick days at the rate of nine (9) hours straight time pay per day after the effective day in lieu of time off.

SECTION 6

Employees may request to use two (2) of the above sick days as optional holidays provided they are mutually agreed upon.

SECTION 7

A full time employee who is absent due to workman's compensation or disability more than 120 work days of the calendar year on May 1st of each year will receive sick leave based on two (2) sick days for each four months worked during that calendar year.

**ARTICLE 59
VACATIONS**

SECTION 1

Vacation schedule for regular full time employees:

One year seniority	- One week vacation
Two years seniority	- Two weeks vacation
Five years seniority	- Three weeks vacation
Fifteen years seniority	- Four weeks vacation
Twenty years seniority	- Five weeks vacation
Twenty five years seniority	- Six weeks vacation

SECTION 2

The vacation period extends from December 26th to the Saturday after Thanksgiving of the following year. The time allotted for summer vacations is from May 1st to September 30th. The time allotted for winter vacation is from October 1st to April 30th of the following year.

SECTION 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 their full seniority credit.

Available vacation weeks shall be allotted as follows:

Employees entitled to three (3) or four (4) weeks of vacation must select at least one (1) week during the period from October 1st to April 30th of the following year. Employees entitled to five (5) or six (6) weeks of vacation must select at least two (2) weeks during the period from October 1st to April 30th of the following year.

SECTION 4

Vacation schedules shall be posted sixty (60) days prior to the vacation period. Vacation picks will begin November 15th and be completed by December 24th. A minimum of twenty five percent (25%) of eligible employees per week shall select vacation. Any delays in the selection of vacation weeks during the process will be promptly addressed by the Union Business Agent and the Company.

SECTION 5

The Company agrees to post a tentative list of available vacation weeks prior to the posting of the actual vacation schedule. In case more employees shall apply for vacation than the number allotted by the Company to be off during such period, the choice for vacation during such period shall be based on full time company seniority, provided such assignment does not interfere with or hamper operations. However, the Company agrees to cooperate with the Union to make available prime weeks, where possible.

SECTION 6

No work shall be performed by the employee for the Company during their scheduled vacation.

SECTION 7

(a) If an employee retires, resigns or is discharged after they become entitled to the vacation provided in paragraph 1, then he or she shall receive pay for the vacation due.

(b) When an employee retires he or she shall receive pro rata vacation due.

SECTION 8

(a) The Company shall pay the appropriate vacation pay in advance to any employee immediately prior to such Employee's taking their vacation. Employees may select a maximum of (2) two weeks vacation pay in lieu of time off. Notification for paid vacation weeks will be done prior to posting vacations. Employees selecting two (2) weeks

vacation pay in lieu of time off must select one (1) week from his/her winter picks and one (1) week from his/her summer picks. 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.

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

- (b) Vacation pay shall be based on the employee's regular (not temporary work assignment and shall consist of forty-five (45) hours pay at the regular straight time rate for each week of vacation entitlement.
- (c) Any seniority employee who is reinstated during a vacation period shall receive the vacation benefits she or he would have been entitled to had they been on the payroll on their qualifying date.
- (d) Full time employees with two (2) years seniority or less, and all part time employees who work more than 40 work days and less than 200 work days in their anniversary year will earn their vacation on a pro-rata basis. These employees who work only 40 work days or less during their anniversary year will receive no earned vacation that year. Employees working more than 200 work days in their anniversary year will receive full credit.

Only one year on either worker's compensation or disability leave can be used to accrue vacation providing the full time employee has at least two years of seniority.

The amount of money to be paid is governed by the progression step the Employee is in at the time they actually take their vacation.

SECTION 9

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

SECTION 10

Part time seniority employees shall receive vacation pay at the rate of four and one half (4 ½) hours straight time pay per day.

SECTION 11

- (a) All full time employees who have one (1) year seniority or more on May 1, 1980 and each May 1st thereafter, shall have earned five (5) consecutive days off, Monday through Friday with forty-five hours pay, which must be taken between December 26th and the Sunday after Thanksgiving. This selection will be made in seniority order immediately following the regular vacation pick. In addition, employees with two (2) or more years of seniority may elect to use these days individually with nine (9) hours straight time pay per day. During the selection period the employee will notify the Employer of his/her intention to select the one week option, individual days or to receive pay in lieu of time off.
- (b) All full time inside employees and package drivers who so request shall be allowed to select a week during the period of May 1st through September 30th.
- (c) The employee may request payment for these five (5) additional days at forty-five (45) hours pay at any time after the effective date in lieu of time off. If days are taken individually the employee may request payment for any earned, unused days at the rate of nine (9) hours straight time pay per day after May 1 of each year in lieu of time off. Any unused days will be paid off on April 30th of each year at the rate of nine (9) hours straight time pay per day.
- (d) The number of employees allowed off on vacation each week during the summer months shall not be reduced.
- (e) Full time employees and part time employees who are absent due to worker's compensation or disability more than 120 days of the calendar year on May 1st of each year will not be entitled to these additional days.
- (f) 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 request 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 with a minimum of one (1) per day and a maximum will be determined by the needs of the business. These individual days may be restricted from the Sunday after Thanksgiving to December 25, January 1st through January 10th, Valentine's Day and the day prior, and two (2) work days following any contractual holiday, except Christmas. The restrictions noted do not preclude the days from being granted.

**ARTICLE 60
LEAVE OF ABSENCE**

SECTION 1

The Company agrees that all seniority rights shall continue in full force and effective 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 like manner as if such employees were employed continuously as regular full time employees.

SECTION 2 - TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off, without discrimination or the loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

SECTION 3

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The Maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 4 below. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss seniority rights.

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.

The employee must take suitable arrangements, in writing, for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

SECTION 4

A driver whose driving permit has been revoked is obligated to notify the Company within two (2) working days of revocation.

When a driver's permit has been revoked for twelve (12) months or less for reasons other than those for which he can be discharged by the Employer, he or she shall be placed in full time jobs in their buildings which are available after all eligible disabled drivers have been accommodated. Such employees must be capable of performing the available work.

If no full time jobs are available, such employee may displace the most junior part time employees in the building, provided they are capable of performing the work. Such employees shall be paid for hours worked only, at the rate of fifty percent (50%) of the employee's prevailing rate of pay or their current rate of pay if their hourly rate is less than \$15.00 per hour for any work performed.

The right to work at full time jobs or displace part time employees shall be limited to twelve (12) months during any driver's lifetime. Any single loss of license in excess of twelve (12) months, or a series of losses that result in an accumulated total of more than twelve (12) months, shall result in the discharge of the employee.

However, if the first loss of license is for D.W.I. and the revocation is between twelve (12) months and fifteen (15) months, the employee will be entitled to twelve (12) months work as provided above. Any additional time off between twelve (12) months and fifteen (15) months, the employee will be granted a leave of absence.

**ARTICLE 61
GENERAL MANAGEMENT PROVISION**

SECTION 1

The management of the Company and the direction of the work force, including the right to plan, direct and control Company operations and to maintain and establish reasonable rules of the operation and reasonable working practices, not inconsistent with the provision of this 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.

SECTION 2

If any major change by the Company in methods of operation results in a substantial change in job content of any job classification provided in this Agreement or in the creation of a new classification or in substantial hardship 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 the grievance procedure in accordance with the provisions of Article 49 herein.

ARTICLE 62 JURY DUTY

When a full time seniority employee is called for jury service, they shall be excused from their regular duties on the days they are 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 their 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 their jury duty service and compensation, in order to receive the compensation above provided.

ARTICLE 63 PORTER-CAR WASHER JOBS TO BE RESERVED

SECTION 1

The Company and the Union agree to reserve porter and car washer jobs for long service employees engaged in more strenuous work. The Union and Company mutually agree that these jobs will be assigned to worthy cases on the basis of seniority.

The Company shall have the right to subcontract porters and car washer work as per past practice, provided, however, such subcontracting work does not result in the layoff of any porter or car washer.

SECTION 2

Disabled drivers will be placed in available full time jobs if they are physically capable of performing the work. Such employees shall be paid the rate of the job performed.

If no full time work is available, such employees will be allowed to displace the most junior part time employees in their building providing they are judged physically capable of performing the work. Such employees shall be paid for hours worked only at the part time rate of pay applicable to a part time employee hired on the same day as the disabled driver.

If the Company's doctor and the employee's doctor cannot agree on a hardship, a third doctor or institution will be used and that decision will be final and binding upon the Company, the Union and the employee.

ARTICLE 64 PAY FOR DEATH IN FAMILY

SECTION 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 work days. 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 workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days.

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.

SECTION 2

Members of the employee's family mean spouse, child, father, mother, brother, sister, grandparents, mother-in-law and father-in-law.

Part time employees will enjoy the same benefits as above, paid at four (4) times the employee's hourly rate.

ARTICLE 65 STEWARDS

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.

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 66 OPERATING CENTERS

Employees who are employed in operating centers where they are required to sort, sheet, load and deliver common carrier and retail merchandise shall be assigned on a delivery dispatch that will include allowance for sorting, sheeting and loading.

ARTICLE 67 SUMMER REPLACEMENTS

SECTION 1

Summer vacation replacement employees may be hired to work from May 10TH to September 30th each year.

Time worked by such employees shall not accrue towards seniority. The Company will notify the Union prior to hiring such employees.

SECTION 2

When the Company needs additional summer replacement employees, it shall not be compelled to hire those referred by the Local Union, but shall give the Local Union equal opportunity with all other sources to provide suitable applicants.

SECTION 3

Summer vacation replacement drivers hired from May 10th to September 30th may not work as peak season package car drivers from October 1 through October 14 in any year.

ARTICLE 68 UNION COOPERATION

The Union agrees that it recognizes it is in the best interests of both parties for it to encourage its members, individual and collectively, to perform loyal and efficient work and will use all reasonable efforts to that end. The Company will not request or require from any employees any more than a reasonable performance.

ARTICLE 69 VACANCIES

SECTION 1

The Company will offer tractor driver vacancies to full time employees who are covered by this Supplemental Agreement, and who, in the judgment of the Company, are qualified. The vacancies shall be filled in the following manner.

- (a) Two (2) from the District Feeder Transfer List (Metro, Central and North)
- (b) Two (2) from the Qualified List
- (c) One (1) new hire

SECTION 2 – FEEDER QUALIFICATION SCHOOL

Full time employees, who are interested in qualifying as tractor-trailer drivers, shall so notify the Company and specify which District they choose to work in. Such employees, in seniority order, within their chosen District will be permitted to attend, on their own time, the Company training program which will be established periodically when the Company determines there is a need to qualify additional tractor trailer drivers. A good driving record is a prerequisite to such training. The Company agrees to furnish the instructors and necessary equipment. Employees who successfully complete this program will be placed on a Qualified List within their District.

Employees who will fill new feeder openings must remain in the feeder classification for a one (1) year period. In order to return to his or her previous classification after one (1) year, an Employee must so notify the Company during his or her first thirty (30) days in the feeder classification. Such employees shall be allowed after one (1) year in the feeder classification to return to their previous classification without loss of seniority.

SECTION 3

Employees who do not complete Feeder Schools sponsored by the Company and conducted by outside vendors or fail to pass the state road test licensing requirement after a maximum of three (3) attempts per Feeder School attended will be responsible to reimburse the Company for the full amount paid to the vendor that provided the training. The employee will have the option to make full reimbursement within one week of his disqualification or pay one hundred dollars (\$100.00) per week until reimbursement is completed. In addition those employees who choose not to become Feeder Drivers or who choose to return to their original classification within one (1) year of entering the feeder classification will be required to reimburse the Company for the full amount paid to the vendor that provided the training. Employees who choose to return to their previous classification under the provisions set forth in Section (2) two of this Article will not be responsible for any form of reimbursement.

It is understood that hardships may exist, and in such cases will be reviewed by both the Company and the Union. If it is agreed to return an employee under the provisions of hardship, no reimbursement will be required. Any decision pertaining to hardships must be mutually agreed to by the Company and the Union.

The employees' responsibility for reimbursement will be limited to training provided by outside vendors hired by the Company to provide training.

SECTION 4

Any dispute involving the application of this provision shall be submitted to a representative of the Union and the Company for mutual Agreement.

ARTICLE 70 MISCELLANEOUS

SECTION 1 – TACHOGRAPHS

Tachographs will not be used for the purpose of checking drivers' time schedules.

SECTION 2 – PIGGYBACKING

No first day deliveries will be piggybacked. Except in case of imbalance, no present feeder run will be piggybacked unless a comparable feeder run has been added by the Company. When new feeder runs are established, the Company will designate such runs as replacements for runs which are to be piggybacked. Such runs shall be put up for a bid pursuant to the seniority provisions of the Contract. No present feeder driver will lose feeder driver's work due to piggybacking. "Present", as used in this Section, shall refer to feeder runs in effect as of September 1, 1976.

SECTION 3 - ON JOB SUPERVISION

On job supervision of employees shall not be used for the purpose of harassing employees.

SECTION 4 - UNIFORMS AND PERSONAL APPEARANCE

The employees shall comply with the current standards of personal appearance regulations posted by the Company and with such reasonable amendments as shall be adopted by the Company. A Joint Committee, consisting of two (2) representatives of the Company and two (2) representatives of the Union, shall be convened periodically for the purpose of reviewing and, where indicated, recommending changes in rules or policies relating to standards of appearance.

In the event of a bona fide doubt as to whether an employee has complied with the Company's standards on personal appearance, the matter shall be referred to the Committee for a recommendation before action is taken, provided the Committee can be convened and can make a joint recommendation within thirty-six (36) hours.

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 furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (5 winter, 5 summer) on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

The uniform and UPS shirts will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

It is agreed that employees must strictly comply with the Employer's regulations concerning personal grooming and appearance and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees shall change into uniforms on the Company premises before reporting for duty and change out of uniforms after being relieved from duty each day.

SECTION 5

A Labor Management Committee, consisting of two (2) representatives of the Union and two (2) representatives of the Company, shall be created to consider all matters which may be referred to it for decision.

SECTION 6

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his destination (or, if instructed, from returning to his or her center), the employee shall be paid for all time up to the time at which he or she arrives at a place of lodging, or place of suitable shelter, with overtime payments, if appropriate. Once he or she has arrived at a place of lodging, or place of suitable shelter, the employee shall be considered relieved from duty and he or she shall remain off duty until his or her regular starting time the next day or until called to duty, whichever occurs sooner. If more than one (1) day elapses before the employee is called to duty, he or she shall be paid not less than his or her daily minimum guarantee each twenty-four (24) hour period, such period to be measured from the employee's regular starting time each day until he or she returns to his or her center or home. The meal allowance shall be seven dollars and fifty cents (\$7.50) for breakfast, ten dollars (\$10.00) for lunch and fifteen dollars (\$15.00) for supper. In addition, the Company will reimburse the employee for reasonable expenses incurred during the layover.

SECTION 7

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made for any purpose. Payroll checks shall be in sealed envelopes.

SECTION 8

A daily time record shall be maintained by the Employer for all of his employees. Each employee shall "punch-in" his own time card or badge at the start of the day and "punch-out" his own time card or badge at the completion of the day's work at the Employer's place of business.

SECTION 9

In the event of a national and or state of emergency that would have an effect on employees in the jurisdiction of Local 177 including but not limited to similar events of 9/11 the Company will use the available means of communication to notify all employees in working status of said emergency.

ARTICLE 71 AIR CONDITIONING

It is understood that new tractors (excluding switchers) ordered after August 1, 1987 will be put in service with the air conditioning equipment activated and functioning. Drivers may not refuse to drive air-conditioned equipment because the air conditioning is not working.

Malfunctioning air conditioning equipment will be repaired within a reasonable amount of time provided the necessary parts are available.

ARTICLE 72 PART TIME EMPLOYEES

SECTION 1

Part time employees are defined as employees not otherwise gainfully employed who, when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3 ½) hours. Should any part time employee work beyond the fifth (5) hour, he or she shall be compensated at one and one half (1 ½) times their hourly rate on their regular shift. Part time employees who work on Sunday when Sunday is not a scheduled work day shall receive time and one half (1 ½) for all hours worked on that day.

SECTION 2

Any part time employee who wishes to become a full time package driver or helper within their building will submit a transfer to his or her Manager. If it is approved he or she will be put on the Part Time Transfer List according to his or her seniority in his or her building. The employee will be notified within fifteen (15) working days as to the status of their transfer. A list of the approved transfers will be posted within the building and updated monthly.

A part time employee must have one or more years of seniority to apply. No transfers will be accepted during the free period. There will be a thirty (30) working day probationary period. A part time employee who fails to qualify shall not be allowed to put another transfer in for six (6) months. A part time employee who fails to qualify on more than one occasion shall not be allowed to put another transfer in for nine (9) months. Part time employees will transfer to full time jobs, within their building, after the full time transfer procedure is completed. There shall be a three for one ration on part time employees to new hires.

SECTION 3

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.

SECTION 4

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part time employee.

SECTION 5

Part time employees will work off the part time employee seniority list on each shift.

SECTION 6

No full time inside employee within the jurisdiction of Local 177 will be required to transfer to another classification or to another location as a result of the use of part time employees. All full time (inside and outside) employees will be afforded the opportunity to displace part timers who are working within the jurisdiction of the Local. The procedures will be outlined in the Reduction in Force Article.

SECTION 7

When it is agreed that a hardship exists, and no porter or clerk jobs are available, such hardship cases will be allowed to displace part timers in the car wash classification where eight (8) consecutive hours of car washing exists.

SECTION 8

Full time car washers will have a preference of new start times within their building where eight (8) consecutive hours of car washing work is available.

SECTION 9

Part time employees will not be permitted to do porter, clerk, delivery driving, feeder driving, or tractor-trailer driving work.

SECTION 10 - PART TIME HOLIDAYS

Part time employees who work on a holiday, as an extension of the regular schedule of the previous night's work, shall be paid at the straight time hourly rate.

Whenever possible, a part time employee who works on a holiday at the regular straight time rate will be given another day off for which he or she will receive four (4) hours holiday pay or shall receive four (4) hours holiday pay in addition to regular earnings for time worked.

SECTION 11 - VACATIONS

- (a) All part-time employees who have one (1) year seniority or more on May 1, 1980 and each May 1st thereafter, shall have earned five (5) consecutive days off, Monday through Friday with twenty-two and a half (22 ½) hours pay, which must be taken between December 26th and the Sunday after Thanksgiving. This selection will be made in seniority order immediately following the regular vacation pick. All part-time employees hire on or after August 1, 1997 will become eligible for the above benefit upon completion of two (2) years seniority on the next May 1st and each May 1st thereafter.

In addition, employees with three (3) or more years of seniority may elect to use these days individually with four and one half (4 ½) hours straight time pay per day. During the selection period the employee will notify the Employer of his/her intention to select the one week option, individual days or to receive pay in lieu of time off.

- (b) The employee may request payment for these five (5) additional days at twenty-two and a half (22 ½) hours pay at any time after the effective date in lieu of time off.

If days are taken individually the employee may request payment for any earned, unused days at the rate of four and half (4 ½) hours straight time pay per day after May 1 of each year in lieu of time off. Any unused days will be paid off on April 30th of each year at the rate of four and a half (4 ½) hours straight time pay per day.

Part time employees who are absent due to worker's compensation or disability more than 120 days of the calendar year, on May 1st of each year, will not be entitled to these additional five (5) days.

- (c) 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 request 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 with a minimum of three (3) per week and a maximum will be determined by business needs. These individual days may be restricted from the Sunday after Thanksgiving to December 25, January 1st through January 10th, Valentine's Day and the day prior, two (2) work days following any contractual holiday, except Christmas. The restrictions noted do not preclude the days from being granted.

SECTION 12 - SICK LEAVE

- (a) Effective May 1, 1980, and each May 1st thereafter, all regular part time employees with one (1) year seniority shall have earned three (3) days paid sick leave per year ending April 30th.
- (b) A cash payment will be made on April 30th of each year for each day of unused sick leave. The amount of unused sick leave pay shall be the equivalent of four (4) hours straight time pay per day.
- (c) In no event will an employee be entitled to more than three (3) days sick leave per year.
- (d) The employee may request payment for any earned, unused sick days at the rate of four (4) hours per day after the effective date in lieu of time off.
- (e) Regular part time employees with less than one (1) year seniority prior to May 1st of each year, shall have earned one (1) day paid sick leave after the first twelve (12) months and one (1) day for every four (4) months of service thereafter up to a maximum of three (3) per year thereafter.

SECTION 13 - PART TIME START TIMES

The Company shall fix the starting times for part time employees, which shall be posted on Thursday for the following week.

After posting, the start times shall not be changed unless necessitated by the needs of the business.

Claimed abuses to the aforementioned language will be brought to the attention of the District and/or Region Labor Relations Manager.

SECTION 14 - PART TIME JOB SELECTION

All eligible qualified part time employees shall be afforded the opportunity to put their name on the list of qualified employees waiting to be moved to a different shift or classification within their building. The classifications shall be: sorter, preloader and all other. Each shift shall have a separate list by classification.

Qualified part time employees with one (1) year or more seniority may select permanent vacancies and permanent new jobs as provided for in this Article, in all months except November and December. A permanent new job for the purpose of this Article, shall be one that has been in existence for a period of thirty (30) days.

Employees shall not be allowed to select a specific unit or work station.

Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any employee to perform the work on a temporary basis. This job selection procedure shall be limited to two (2) moves, the original opening and one (1) other. The Company will fill the third (3rd) opening.

All eligible qualified part time employees may sign his or her name and seniority date to any and all lists. The jobs will be awarded in seniority order, on the Monday following the permanent vacancy or the job being declared permanent in accordance with the limitation described in the preceding paragraph. Employees who are awarded shift or classification changes shall not be allowed to place their name on another list for a period of six (6) months.

Employees desiring to move to sorter and preloader jobs must be pre-qualified for that job.

When the job selection procedure is applied and the result of this procedure is causing a disruption of the operation, the Local Union and the District Manager will immediately work out a proper method to resolve the problem.

SECTION 15

All part time employees shall be given a paid relief period not to exceed ten (10) minutes per day.

SECTION 16 - PART TIME REDUCTION IN WORK FORCE

When a reduction in work force is necessary the least senior employee on his or her shift shall be laid off first.

After a one (1) week layoff, the laid off employee shall be allowed to displace the least senior employee in his or her building, provided he or she is qualified to perform the work.

SECTION 17

When the Company agrees with the Union that a hardship exists, arrangements shall be made to allow part time employees to take new part time openings in other buildings.

Part-time employees, who have attained five (5) years or more seniority who wish to transfer to another building within the district shall notify the employer in writing and will be given the opportunity to fill permanent job openings, subject to the following terms and conditions:

- (a) Maximum of three (3) transfers will be allowed from any building in the same calendar year.
- (b) Maximum of three (3) transfers will be allowed into any building in the same calendar year.
- (c) If an employee transfers, the transferee shall be placed on the seniority list in the operation to which he or she transferred and his or her seniority date shall be the date of the transfer for the purposes of bidding, etc. However, he or she shall maintain his or her Company seniority date for the purpose of vacation selection and layoffs.
- (d) Part time employees will not be allowed to transfer during the months of November and December.

SECTION 18 - UPS PENSION PLAN COVERING PART TIME EMPLOYEES

See Plan Booklet

**ARTICLE 73
MAINTENANCE OF STANDARDS**

SECTION 1

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.

SECTION 2

The Employer agrees not to enter into any Agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

SECTION 3

It is understood and agreed that should it subsequently be determined that employees of the Employer come under the provisions of the Fair Labor Standards act or any similar legislation enacted in the state, then as to such employees any provisions of this Agreement which do not comply with the requirements of said Act are to be changed so that there is no violation of the statutes, provided, however, that such changes shall not result in any substantial penalties to the employees or the Employer.

In the event the parties cannot agree on a solution to any problem arising from this Section, either party shall be allowed lawful economic recourse.

SECTION 4

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after the date of execution of this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rate agreed upon or awarded shall be effective as of the date equipment is put into use.

**ARTICLE 74
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.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 177

Victor Palumbo, Secretary Treasurer
James DeMartino, President
Al Betts, Vice President

UNITED PARCEL SERVICE

Eric Bringe, North Atlantic District Labor Manager
Frank Maxwell, East Region Labor Manager
Kathy Deady, North Atlantic Labor Manager
Jim Nisivoccia, North Atlantic Labor Manager
Dave Bogaert, North Atlantic Labor Manager

**MEMORANDUM AGREEMENT
UNITED PARCEL SERVICE AND IBT LOCAL 177**

Unassigned package drivers may request temporary vacancies of one (1) week or more duration.

If more than one (1) request is received for the same vacancy, it shall be given to the most senior employee providing he or she has sufficient knowledge of the area and such assignment does not adversely effect the operating needs of the Company. The Company will not be unreasonable in the application of the above language.

JACK DEMPSEY
East Region Labor Relations
United Parcel Service

MICHAEL PURDUE
President
IBT Local 177

MICHAEL ROSENTRATER
North Jersey District
United Parcel Service

VICTOR PALUMBO
Recording Secretary
IBT Local 177

**MEMORANDUM OF AGREEMENT
UNITED PARCEL SERVICE AND IBT LOCAL 177**

The parties agree that the extension of peak season to January 10th will not change the way the New Years Eve and New Years Day holidays are assigned. These holidays will be offered to seniority employees prior to being offered to peak season employees.

Al Betts
Vice President
IBT Local 177

Eric Bringe
North Atlantic District Labor Manager
United Parcel Service

