

# Metro Philadelphia

## Tentative Supplemental Agreement

For the Period August 1, 2013 through July 31, ~~2013~~ 2018

*covering:*

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

### ARTICLE 48—LEAVE OF ABSENCE

#### SECTION 2—LEAVE OF ABSENCE

Any employee desiring leave of absence from his/her 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 3 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 of seniority rights.

**Any employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence. Such leave will not exceed two (2) years unless extended by written consent of the Union and the Employer. In the absence of such consent, the employee will have broken his/her seniority and will be removed from the seniority list, but in no event shall such leave of absence exceed three (3) years.**

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 make 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.

### ARTICLE 49—GRIEVANCE PROCEDURE

#### 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 or Supplements hereto.

Grievance procedures may be invoked only by authorized Union representatives.

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

The employee shall report it to his/her shop steward and the Employer in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours.

**Management will sign and date each grievance that is presented to them from a shop steward, provided this does not interrupt the operations, regardless of the merits of said grievance. The purpose of the signature is only to verify that the grievance was actually received.**

Failing to agree, the shop steward shall promptly report the matter to the Union who shall attempt to adjust the same with the Employer within five (5) days.

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:

## EAST-MP

The Metro Philadelphia Area Parcel Grievance Committee if it is a grievance relating to this Supplemental Agreement or a matter not relating to the interpretation or application of the Master Agreement or appeal from discharge or suspension.

### ARTICLE 50—SENIORITY

#### SECTION 2—PACKAGE DRIVERS

(a) In **January** of each year, the Employer shall post a list of starting times for all regular full-time jobs in the respective centers. Package drivers shall be entitled to bid starting times in their center in seniority order.

(b) In the event of a new job or vacancy after the annual **January** bid the Employer shall post such vacancy or new job for bid in the building where the vacancy or new job occurs as follows:

(1) Vacancies shall be posted within fifteen (15) working days of the occurrence of the vacancy. New jobs shall be posted within thirty (30) working days. Any such vacancy or new job shall be awarded to the senior qualified bidder within thirty (30) working days. The open job created by the move of the successful bidder will then be posted and awarded to the senior qualified bidder in the center within thirty (30) working days.

(2) Package drivers who change centers as a result of a vacancy or new job must remain in the new center a minimum of one (1) year.

(c) Vacancies resulting from bidding described in paragraph (b) shall be filled by the Employer. It is intended that there shall be a maximum of two (2) moves under the above bidding procedure.

(d) In the event of a change of starting times of more than one (1) hour after the annual **January** bid, the Employer shall, within thirty (30) working days after the change of starting time, post such new starting time for bid and shall be awarded to the most senior employee bidding.

(e) Paragraphs (b), (c) and (d) above shall not apply during November and December.

(f) In the event an employee continues on layoff status for two consecutive days, he/she shall be entitled to replace the least senior of the employees, junior to him/her in the building; however, if he/she elects to replace a tractor trailer driver, he/she must be previously qualified to handle the equipment. This section will not apply to employees with less than two (2) years seniority in the center.

#### SECTION 5—GENERAL

(d) In the event of a newly created Article 22.3 job **or a vacated Article 22.3 job determined by the Company to be replaced**, the following bid procedure will apply. The new job

shall be offered to other qualified 22.3 employees first. The open job created by this move will then be offered to qualified part-time employees as outlined in Article 67. This bid will be limited to two (2) moves.

### ARTICLE 54—WAGES AND HOURS

#### SECTION 1

(l) Employees hired in the tractor-trailer classifications prior to August 1, 2002 shall not be forced to run the mileage feeder runs. As referenced in Section 1a above, **Tractor-trailer drivers who cover bid mileage jobs will be paid by the mileage rate outlined in Article 43 National Master Agreement.**

Employees in the package car driver classification hired prior to August 1, 2002 shall not be forced to work schedules other than Monday through Friday.

### ARTICLE 55—HOLIDAYS

#### SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	New Year's Eve

A new part-time seniority employee hired after date of ratification will be eligible for the above-named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eligible for the above-named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1<sup>st</sup> of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours. **The Company will make available for selection a minimum of one (1) personal holiday per day in each center. Personal holidays will be allowed between the third (3rd) full week of January through October thirty-first (31st).**

### ARTICLE 56—VACATIONS

#### SECTION 3

**(e) Employees entitled to three (3) or more weeks of vacation may choose to select one (1) week of their vacation in**

**one (1) day increments and will be compensated at nine (9) hours for full-time employees and four (4) hours for part-time employees. The employee must declare this option at the time of vacation selection. The vacation day shall be selected in seniority order after the regular personal holiday request. The vacation days shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such vacation day. Company will respond within forty-eight (48) hours. Vacation days will be allowed between the third (3rd) full week of January through October thirty-first (31st).**

March 25, 1982

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties' Collective Bargaining Agreement terminating July 31, **2018**. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effective during the life of that Agreement.

1) Article 54 - Wages and Hours, Section 1 (a) refers to package drivers only.

2) Effective May 1, 1982, those part-time operations that are currently working on a Monday through Friday schedule will remain on that schedule for the duration of this Agreement. This language refers to the preload shift only.

3) Feeder drivers who are presently in the Feeder Classification as of August 1, 2002 will not be forced to bid on a Tuesday through Saturday schedule.

4) Feeder drivers who are presently in the Feeder Classification, including current tractor trailer qualified drivers, as of the date of ratification, will not be forced to bid on four (4) ten (10) hour day schedules.

Those Feeder drivers who are on the 4-10 schedule will be paid named holidays, personal holidays, and sick days at the rate of ten (10) hours' straight-time pay per day.

Those Feeder drivers who are on the 4-10 schedule shall have contributions made to the Pension Fund (Article 59) for a maximum of ten (10) hours per day or forty (40) hours per week.

5) It is agreed that during the January annual bid the current practice regarding area preference in Local Unions 384 and 676 will remain in place.

It is also agreed that in Local Unions 326 and 331 **beginning in January of each year** the Company will post for bid all routes and starting times. This language will supercede all other language pertaining to an annual bid in package. These

## EAST-MP

bids will be awarded within thirty- (30) working days.  
6) The present casual agreements with each Local Union will remain for the duration of this Agreement.

7) Casual feeder drivers who meet Company's qualifications will be paid \$14.01 per hour.

8) For any building having multiple feeder centers, in the event a driver is laid off, the least senior driver in the tractor-trailer classification shall be laid off first.

## IBT LOCAL 676 ADDENDUM TO METRO PHILADELPHIA SUPPLEMENT

### SECTION 1

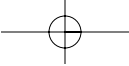
(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	New Year's Eve

A new part-time seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll twelve (12) months.

A new seniority employee hired after date of ratification will be eligible for the above named holidays after he/she has been on the payroll six (6) months.

In addition to the above-designated holidays, eligible employees will be entitled to seven (7) personal holidays May 1<sup>st</sup> of each year of this Agreement. The personal holidays shall be days mutually agreed to by the Employer and employee. Employees must give a maximum of four (4) weeks and at least two- (2) week's notice of desire to take such holidays. Company will respond within forty-eight (48) hours. **The Company will make available for selection a minimum of one (1) personal holiday per day in each center. Personal holidays will be allowed between the third (3rd) full week of January through October thirty-first (31st).**



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