

CHRIS ELTZHOLTZ, SECRETARY-TREASURER

ROBERT CHERNEY, PRESIDENT

PAUL SALIANI, JR., VICE PRESIDENT

JOE MCKENNA, JR., RECORDING SECRETARY

Douglas Connon, Trustee

PABLO CUNHA, TRUSTEE

HAROLD B. JOHNSON, TRUSTEE

## TEAMSTERS LOCAL UNION 177

Affiliated with the International Brotherhood of Teamsters 282 Hillside Avenue, Hillside, NJ 07205
Telephone: 973-923-7070 Fax: 973-923-2631



BUSINESS AGENTS

SHANNON BOHAL VINNY CANTARELLI FRANK COVIELLO DANIEL GROSS MICHAEL IRVING MICHAEL TINGER

9 120

Friday, July 28th, 2023

Full-Time Members,

As you may recall, in 2013 this Local diverted \$1.50 from wages to pension, resulting in a \$402 raise in pension. The Trustees of the plan are pleased to announce that we have secured the \$1.50 back into wages in addition to the general wage increase (GWI) from the National Master Agreement for a total of \$9.00 over the 5-year contract without any reduction in pension.

Fraternally,

Chris Elizholtz Secretary Treasurer Robert Cherney C

President

Paul Saltáni Jr

Vice President

Joe McKenna Jr

Recording Secretary

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 Teamster Local 177 and UPS (New Jersey) Collective Bargaining Agreement as applied and interpreted during the life of such Agreement.

Beltman

Additions and new language are bold and underlined.

## TEAMSTERS LOCAL 177/ UPS (NJ) DRIVERS COLLECTIVE BARGAINING AGREEMENT

#### For the Period:

August 1, 2018 2023 through July 31, 2023 2028

covering:

[No change]

This supplement to the National Master <u>UPS</u> <u>United Parcel Service</u> Agreement shall apply to all <u>UPS</u> <u>United Parcel employees</u> 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 <u>UPS</u> <u>United Parcel Service</u> Agreement shall prevail.

#### ARTICLE 38. UNION SHOP AND DUES

Section 1

[No change]

Section 2

[No change]

Section 3

[No change]

Section 4

[No change]

Section 5

[No change]

#### **ARTICLE 39. WAGES AND HOURS**

Section 1. WORK IN DIFFERENT CLASSIFICATIONS [No change]

Section 2.

[No change]

Section 3. NIGHT DIFFERENTIAL

[No change]

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

STARTING RATES FOR NEW FULL TIME EMPLOYEES HIRED ON OR AFTER 8/1/23 48

.670 Cashier

.690

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, 2023 2018, covered by those Sections.

The progression for Employees entering a package car driving, feeder, or other full-time job (other than an Article 43 jobs, air driver or a job covered by Article 41, Section 3, 4 or 6 of the National Master UPS Agreement) after August 1,2023 2018 shall be as follows:

 Start
 \$21.00
 \$23.00

 Twelve (12) months
 \$23.00
 \$24.00

 Twenty-four (24) months
 \$24.00
 \$25.00

 Thirty-six (36) months
 \$28.75
 \$30.75

 Forty-eight (48) months
 Top Rate

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 2023-2028 2018 2023 Agreement.

Helpers:

[No change]

**Full Time Combination Helpers:** 

[No change]

**Tractor Drivers:** 

[No change]

WAGE SCHEDULE

See Attachment

(4.) (a.) All part-time employees who have attained seniority as of August 1, 2023 2018 will receive the following general wage increases for each contract year but will in no case receive less than the hourly start rate specified on August 1st 2023-2027 2018-2022 as set forth in (b) below. The total wage increase for each year will be as follows:

2023 2018 seventy cents (.70) \$2.75

2024 2019 seventy-five cents (.75)

2025 2020 eighty cents (.80) seventy-five cents (.75)

2026 2021 ninety cents (.90) one dollar (1.00)

2027 2022 one dollar (1.00) \$2.25

(b.) All part-time employees, who are hired or reach seniority after August 1, 2023 2018, will be paid according to the following wage schedules:

August 1, 2018	\$13.00
August 1, 2019	\$14.00
August 1, 2020	\$14.50
August 1, 2021	\$15.00
August 1,2022	\$15.50
Start	\$21.00
Twelve (12) months	\$21.50
Twenty-four (24) months	\$22.00
Thirty-six (36) months	\$22.50
Forty-eight (48) months	\$23.00

The start rate for part-time employees hired after August 1, 2027 shall be increased to twenty-three dollars (\$23.00). Employees already in progression shall be raised to twenty-three dollars (\$23.00) on August 1, 2027.

## COST OF LIVING ALLOWANCE

See Article 33 of the National Master Teamster –  $\underline{\text{UPS}}$  United Parcel Service Agreement.

#### **ARTICLE 40**

## HOURS OF WORK AND OVERTIME

#### Section 1

[No change]

Section 2

[No change]

Section 3

[No change]

#### Section 4 - OVERTIME

[No change]

## Section 5

[No change]

#### Section 6

[No change]

## 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.) The Company and the Shop Steward shall meet daily to review any alleged supervisor working violations. The Company shall notify the Shop Steward and timely provide the names of any supervisors performing bargaining unit work. Management must investigate the alleged violation and respond to the Shop Steward within 24 hours. Upon the Company's response, the Shop Steward and the Company must produce their findings to determine the resolution of the grievance.
- (c.) (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.
- (d.) (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 thirty (30) twenty (20) minutes or less prior to the weekly posted start time. This provision will be limited to two one days per work week. Drivers shall receive the straight time rate of pay for such time. From the first

Monday <u>before</u> 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 <u>thirty (30)</u> 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 change]

#### Section 3

[No change]

## Section 4. PAY FROM STARTING TIME

[No change]

#### 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. The fixed starting time on Saturday's may be changed up to one (1) hour between January 11th and the Saturday after Thanksgiving and up to two (2) hours between the following Saturday and December 31st upon confirmed notification by the end of their work day that Thursday prior and based on the needs of the business. Any Regular Package Car Driver (RPCD) hired as an RPCD prior to August 1, 2023, will not be affected by this Saturday start time change.

#### Section 6.

[No change]

#### **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 prior to 11:00 a.m. The time for lunch must be taken and completed within the hours of 12:00 and 3:30 P.M. Drivers may elect on a quarterly basis opt to take a half hour lunch instead of a full hour lunch. If a driver elects the half hour lunch option, they are not entitled to break it up or take breakfast. Drivers may elect the option of a half hour meal by submitting to their manager on an agreed to form by January 5<sup>th</sup> to take effect on January 15<sup>th</sup>. opt on to the half hour lunch option or

the first quarter by December 15, the second quarter by March 15, the third quarter by June 15 and the fourth quarter by September 15. A driver may submit or withdraw their name from elect to opt off the half hour lunch option by giving two (2) weeks' notice to the Shop Steward and Manager.

(b.)

[No change]

(c.)

[No change]

(d.)

[No change]

(e.)

[No change]

f.)

([No change]

#### Section 2

([No change]

#### ARTICLE 43. LOSS OR DAMAGE

See Article 10 of National Master Teamster –  $\underline{\text{UPS}}$  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 <u>UPS</u> United Parcel Service Agreement shall be as follows:

#### Section 1

([No change]

#### Section 2. GRIEVANCES

[No change]

(a.)

[No change]

(b.)

[No change]

(c.)

[No change]

(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 <u>UPS</u> 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 their his/her daily guarantee at their 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 <u>UPS</u> <u>United Parcel Service</u> Agreement shall be resolved in the manner described in Article 8 of the National Grievance Procedure in the National Master <u>UPS</u> <u>United Parcel Service</u> Agreement.

Section 4

[No change]

Section 5

[No change]

Section 6 - ARBITRATION

. [No change]

Section 7 - NO STRIKES - NO LOCKOUTS

[No change]

Section 8 – APPROVAL BY INTERNATIONAL BROTHERHOOD OF TEAMSTERS

[No change]

Section 9 – ILLEGAL STRIKE

[No change]

Section 10 - EXAMINATION OF RECORDS

[No change]

Section 11 – HEALTH, WELFARE, AND PENSION CONTRIBUTIONS

[No change]

[110 change]

## **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 <u>their his/her</u> seniority date shall be the original date of <u>their his/her</u> employment, provided, however, that the time worked in the free period shall not count towards the acquisition of seniority.

Employees seeking to obtain seniority, whether as a new hire or as a part-time transfer, shall be provided with the opportunity to work thirty (30) days within a sixty (60) consecutive day period. In the event the employee has not yet worked thirty (30) days, such employee shall automatically attain seniority upon the sixtieth (60<sup>th</sup>) day.

Newly hired employees attending orientation shall be paid the daily rate of eight (8) hours at the current state minimum wage rate eighty-eight dollars (\$88.00) for full time employees and three and a half (3 1/2) hours at the current minimum wage rate thirty-eight dollars and fifty cents (\$38.50) for part time employees. Part time employees transferring to full time positions shall be paid eight (8) hours at their current classification wage rate or the applicable wage rate for the classification transferring to, or whichever is the greater of eighty-eight dollars (\$88.00) pay 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.)

[No change]

(c.)

[No change]

(d.)

[No change]

(e.) Non-permanent Drivers

[No change]

1

[No change]

2.

[No change]

3.

[No change]

4.

[No change]

5.

[No change]

6. No driver hired as a permanent can be rehired as a Non-permanent driver in the same year. An employee hired as a non-permanent driver for any two periods and have not been offered a permanent driver position, cannot be rehired as a non-permanent driver in any year. The above-mentioned language does not apply

## to non-permanent drivers hired and worked on or after November 1st to January 10th of each year.

(f.)

[No change]

## Section 2 – PACKAGE SENIORITY (a.) Center Seniority.

[No change]

(b.) Job Assignment.

[No change]

#### (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 cases where a package car driver requested a weekly vacancy, and that request is not honored that driver shall be entitled to a two (2) hour penalty at their his/her straight time rate of pay, except in an Act of God. The affected employee will only be eligible for one penalty per week. 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 them him or her.

2. Training routes.

[No change]

(d.) Change in Starting Time.

. [No change]

(e.) Sixth day work.

[No change]

(f.) Night Package Job Preference.

[No change]

## Section 3 - HUB SENIORITY

#### (a.) Seniority Lists

- (1.) There will be a separate seniority list for each of the following hubs: <u>Bayonne</u>, Cranbury, Edison, Meadowlands (Secaucus), Parsippany and Saddle Brook 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

[No change]

## (c.) Trailer Driver

1. (a.)

[No change]

(b.)

[No change]

(c.)

[No change]

(d.)

[No change]

(e.) Bidding.

[No change]

(f.)

[No change]

(g.) Miscellaneous Feeders.

(1.)

[No change]

(2.)

[No change]

(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 their his/her feeder seniority to displace a junior driver within their district. This procedure is limited to ten (10) five (5) displacements. Once a driver chooses to go on to the spare list, the displacement process stops. Once a driver is notified of being displaced, they will communicate their intention within two (2) hours of notification. The eleventh

(11th) sixth move is to dovetail onto the spare list. This displacement option will not apply from November 15th through December 25<sup>TH</sup>.

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.)

[No change]

(5.)

[No change]

(6.)

[No change]

(7.)

[No change]

(8.)

[No change]

(9.)

[No change]

(10.)

[No change]

(11.)

[No change]

(a) Sixth Day Work

(1.)

[No change]

(2.)

[No change]

## Section 4 - GEOGRAPHIC TRANSFER PACKAGE

(a.)

[No change]

(b.).

[No change]

(c.) There will be a twenty (20) thirty five (35) calendar day probationary period for such transferred employees transferring outside of their classification. Employees transferring within classification shall have a twenty (20) calendar day probationary period. Any employee transferring to a non-

driving classification may waive their calendar day probationary period upon written notification to the Company.

(d.)

[No change]

(e.)

[No change]

(f.)

[No change]

(g.)

[No change]

(h.)

[No change]

Section 5 - DAY OFF

Section 6 - DAY TO DAY LAY OFF [No change]

Section 7 - PERMANENT LAYOFF [No change]

Section 8 - LOSS OF SENIORITY [No change]

Section 9 - SENIORITY CLAIM

#### ARTICLE 46. REPORT PAY

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 their his current working day or prior thereto, or if not working, then by telegram filed with Western Union, or by proof of electronic confirmation of contact 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

[No change]

#### Section 3

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

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

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 their 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

[No change]

## **ARTICLE 47. DISCHARGE**

[No change]

## ARTICLE 48. COMPLETE AGREEMENT

[No change]

## **ARTICLE 49. COMPENSATION HEARINGS**

[No change]

## **ARTICLE 50. COURT HEARINGS**

[No change]

## ARTICLE 51. MILITARY CLAUSE

[No change]

## ARTICLE 52. MEDICAL ARRANGEMENTS

#### Section 1

[No change]

#### Section 2

[No change]

## Section 3

[No change]

#### Section 4

The Company will designate local doctors within a reasonable distance for employees working in the following buildings:

Bayonne Bound Brook Lakewood Lyndhurst Parsippany

Chester

Meadowlands

Saddle Brook Spring Valley

Cranbury Mt.Olive

Staten Island

Edison

New Windsor

Tinton Falls

Gould Ave.

**Palisades** 

Trenton

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

[No change]

## ARTICLE 54. TRAILER DRIVER TO WORK AS DIRECTED

[No change]

#### ARTICLE 55. WELFARE PLAN

[No change]

## ARTICLE 56. RETIREMENT PLAN

[No change]

#### 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, Martin Luther King Jr 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) Beginning August 1, 2023 any full-time employees with three (3) years or less seniority must work the day prior or the day after said holiday. All part time employees with less than three (3) years seniority must work the day prior and or the day after said holiday. All part time employees with more than three (3) years seniority must work the day prior or the day after said holiday.

All full-time employees <u>hired on or before July 31, 2023</u> who have attained seniority shall be entitled to one (1) Option Holiday.

All full-time employees hired after August 1, 2023 who have attained three (3) years 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 <u>hired on or before July 31, 2023</u> will be entitled to a Double Time Holiday upon attaining seniority.

Full time employees hired after August 1, 2023 who have attained one (1) year seniority will be entitled to a Double Time Holiday on January 1st of each year.

Part-time employees <u>hired on or before July 31, 2023</u> who are seniority employees on January 1<sup>st</sup> of each year will be entitled to a Double Time Holiday in that calendar year.

Part time employees hired after August 1, 2023 who have attained one (1) year seniority will be entitled to a Double Time Holiday on January 1st of each 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, they he/she will be paid (eight (8) hours for full-time and four (4) hours for part-time) and they 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

[No change]

## ARTICLE 58. SICK LEAVE

## Section 1

Effective <u>January 1, 2024, May 1, 1980</u>, and each <u>January May</u> 1<sup>st</sup> thereafter, all regular full-time employees with one (1) year seniority shall have earned <u>seven (7) six (6)</u> days paid sick leave per year ending <u>December 31st</u> <u>April 30</u>.

#### Section 2

Regular full-time employees with less than one (1) year's seniority prior to <u>January May</u> 1<sup>st</sup> 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 <u>December 31st April 30<sup>th</sup> of</u> each year for each day of unused sick leave. The amount of unused sick leave pay shall be the equivalent of <u>eight (8)</u> nine (9) hours straight time pay per day.

#### Section 4

In no event will an employee be entitled to more than <u>seven (7)</u>  $\frac{1}{5}$  six (6) days sick leave per year.

#### Section 5

The employee may request payment for any earned, unused sick days at the rate of <u>eight (8)</u> nine (9) hours straight time pay per day after the effective day in lieu of time off.

#### Section 6

[No change]

#### 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 <u>January May</u> 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

[No change]

#### Section 2

[No change]

#### Section 3

[No change]

#### Section 4

Vacation schedules shall be posted sixty (60) days prior to the vacation period. Vacation picks will begin November <u>1st</u> +5<sup>th</sup> and be completed by December <u>15<sup>th</sup></u> 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

[No change]

#### Section 6

[No change]

#### Section 7

[No change]

#### Section 8

[No change]

#### Section 9

[No change]

#### Section 10

[No change]

#### Section 11

[No change]

## ARTICLE 60. LEAVE OF ABSENCE

[No change]

### ARTICLE 61. GENERAL MANAGEMENT PROVISION

[No change]

ARTICLE 62. JURY DUTY

[No change]

ARTICLE 63. PORTER-CAR WASHER JOBS TO BE RESERVED

[No change]

#### 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 <u>or for bereavement rite</u>, 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 or other bereavement rite.

#### Section 2

Members of the employee's family mean spouse, child, <u>or step-child</u>, <u>grandchild</u>, <u>foster or adopted child</u>, <u>father</u>, mother, brother, sister, grandparents, mother-in-law and father-in-law, <u>step</u>, <u>foster or adopted parents</u>.

An employee shall be allowed one (1) day off to attend the funeral or other bereavement rite of a sister-in-law or brother-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

[No change]

ARTICLE 66. OPERATING CENTERS [No change]

ARTICLE 67. SUMMER REPLACEMENTS
This article does not apply to Package Drivers, Feeder
Drivers and 22.4's

Section 1

[No change]

Section 2

[No change]

ARTICLE 68. UNION COOPERATION

[No change]

## **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.

Candidates who desire to put their name on the Feeder Qualified Transfer List to enter the Feeder classification will be required to complete a pre-qualification process. Once the current letter transfer list has been exhausted the Company will begin on August 1, 2023, the new feeder qualification process. The Company agrees to allow a minimum of 130 and a maximum of 150 present, available, and qualified drivers on the Feeder Qualified Transfer List. The Company Sponsored Feeder School will be scheduled considering the ability to schedule the applicant flow to fill the Feeder Qualified Transfer List. The parties agree to communicate updates to the Feeder Qualified Transfer List.

(a.)

[No change]

- (b.) Two (2) from the <u>Feeder Qualified Transfer List</u> Qualified List
  - Candidates can only decline three times and are then subject to Feeder School reimbursement.

(c.)

[No change]

### Section 2 - FEEDER QUALIFICATION SCHOOL

Full time employees, who are interested in qualifying as tractortrailer drivers, shall be required to complete the qualification process, which will be the same as the qualification process for new hires off the street. 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 Sponsored Feeder School training program which will be established periodically when the Company determines there when 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 Company Sponsored Feeder School program will be placed on a the Feeder Qualified Transfer List within their District. Should any seniority full-time employee choose to complete a Feeder School other than the Company

Sponsored Feeder School and fill an open feeder classification position, UPS will reimburse the employee upon completion of their 30<sup>th</sup> day, in the feeder classification, subject to Section 3 below for the vendor that completed the training, only up to the prevailing rate of the current Company Sponsored Feeder School.

Employees who will fill new feeder openings must remain in the feeder classification for a one (1) year period. In order to return to their his or her previous classification after one (1) year, an Employee must so notify the Company during their 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.

Employees, both qualified and non-qualified, shall have no more than nine (9) months to report to the Feeder classification from date of notification by the Company of entering into Feeder training class. Any such employee will be required to resubmit a transfer request to the appropriate overall feeder transfer list.

Section 3

[No change]

Section 4

[No change]

**ARTICLE 70. MISCELLANEOUS** 

Section 1 – TACHOGRAPHS

[No change]

Section 2 - PIGGYBACKING

[No change]

Section 3 - ON JOB SUPERVISION

[No change]

Section 4 - UNIFORMS AND PERSONAL APPEARANCE

[No change]

Section 5

[No change]

## Section 6

In any instance of breakdown or impassable highway which prevents an employee from proceeding to their his destination (or, if instructed, from returning to their his or her center), the employee shall be paid for all time up to the time at which they he or she arrives at a place of lodging, or place of suitable shelter, with overtime payments, if appropriate, Once they have he or she has arrived at a place of lodging, or place of suitable shelter, the employee shall be considered relieved from duty and they he or she shall remain off duty until their 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, they he or she shall be paid not less than their 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 <u>they</u> he or she returns to <u>their</u> his or her center or home. The meal expense reimbursement shall be <u>fifteen</u> <u>dollars (\$15.00)</u> ten <u>dollars (\$10.00)</u> for breakfast, <u>twenty</u> <u>dollars (\$20.00)</u> fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) twenty dollars (\$20.00) for supper. In addition, the Company will reimburse the employee for reasonable expenses incurred during the layover.

Section 7

. [No change]

**Section 8** 

[No change]

Section 9

[No change]

ARTICLE 71. AIR CONDITIONING

Refer to Article 18 Section 14 of the National Master Agreement

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, they 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 any unscheduled 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, 22.3, 22.4 combination driver or helper within their building will submit a transfer to their his or her Manager. If it is approved they he or she will be put on the Part Time Transfer List according to their his or her seniority in their 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 at least six (6) months or more 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 ratio on part time employees to new hires.

Section 3

[No change]

Section 4

[No change]

Section 5

[No change]

Section 6

[No change]

Section 7

[No change]

Section 8

[No change]

Section 9

[No change]

**Section 10 - PART TIME HOLIDAYS** 

[No change]

Section 11 - VACATIONS

[No change]

### **Section 12 - SICK LEAVE**

- (a.) Effective <u>January 1, 2024</u> May 1, 1980, and each <u>January May</u> 1<sup>st</sup> thereafter, all regular part time employees with one (1) year seniority shall have earned three (3) days paid sick leave per year ending <u>December 31<sup>st</sup> April 30<sup>th</sup></u>. Any part time employee with one (1) year seniority who works a minimum of 200 days in the calendar year will be awarded a fourth (4<sup>th</sup>) paid sick leave day. If the employee works a minimum of 210 days in the calendar year they will be awarded a fifth (5<sup>th</sup>) paid sick leave day.
  - (b.) A eash payment will be made on <u>December 31<sup>st</sup> April</u> 30<sup>th</sup> 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 five (5) 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 <u>January May</u> 1<sup>st</sup> 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

[No change]

Section 14 - PART TIME JOB SELECTION [No change]

Section 15

[No change]

Section 16 - PART TIME REDUCTION IN WORK FORCE

[No change]

Section 17

[No change]

Section 18 - UPS PENSION PLAN COVERING PART

TIME EMPLOYEES

[No change]

ARTICLE 73. MAINTENANCE OF STANDARDS

[No change]

ARTICLE 74. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until July 31, 2028 2023 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

Chris Eltzholtz, Secretary Treasurer

Robert Cherney, President

Paul Saliani, Jr., Vice President

Joe McKenna, Jr., Recording Secretary

UNITED PARCEL SERVICE

Chris McMiller Sr.-Steve Radigan, Garden State District Labor

Manager

Matt Loughlin, East Region Labor Manager

Tara Ancona Dave Bogaert, North Atlantic Labor Manager

Brian Holleran Kathy Deady, North Atlantic Labor Manager

Jason How Chung-Chris McMiller, North Atlantic Labor Manager

Mike Sherry, North Atlantic Labor Manager

Dave Brennan, Garden State Operations Territory Manager

Kevin Torrey, East Zone Feeder Coordinator

Mike Kolbash, North Atlantic Hub Division Manager

Shawn McNeil, North Atlantic Feeder Division Manager

Marty Perricone, North Atlantic Package Division Manager

# MEMORANDUM AGREEMENT UNITED PARCEL SERVICE AND IBT LOCAL 177 [No change]

## MEMORANDUM OF AGREEMENT UNITED PARCEL SERVICE AND IBT LOCAL 177 [No change]

## **MEMORANDUM OF AGREEMENT**

#### **IBT LOCAL 177 AND UNITED PARCEL SERVICE**

Full time combination drivers will be governed by Article 22 Section 4 of the UPS National Master Agreement and the Teamster Local 177 Supplemental Agreement. Any items not specifically covered by the above will be addressed by the Teamster Local 177 full time 22.4 combination driver memorandum of understanding. ("Work Rules")

Chris Eltzholtz	Steve Radigan
Secretary-Treasurer	North Atlantic District
	Labor Manager
IBT Local 177	United Parcel Service

### WAGE SCHEDULE

	8/1/ <u>23</u> 48	8/1/ <u>24</u> <del>19</del>	8/1/ <u>25</u> <del>2</del> 0	8/1/ <u>26</u> <del>21</del>	8/1/27 22
Classification			and Manageriae is an entered and a figure promption of the state of th		
Package Driver	3 <del>5.57</del> 44.42	3 <del>6.32</del> 45.17	37.12 45.92	38.02 46.92	39.02 49.17
Tractor Driver	35.67 <u>44.52</u>	36.42 <u>45.27</u>	<del>37.22</del> <u>46.02</u>	<del>38.12</del> <u><b>47.02</b></u>	<del>39.12</del> <u>49.27</u>
Package					
Beltman-Sheetwriter	<del>35.07</del> <u>43.92</u>	35.82 <u>44.67</u>	<del>36.62</del> 45.42	<del>37.52</del> <b>46.42</b>	38.52 <u>48.67</u>
Return Clerk	<del>35.25</del> <u>44.10</u>	36.00 <u>44.85</u>	36.80 <u>45.60</u>	37.70-46.60	38.70 48.85
Section Sorter	35.35	36.10	36.90	37.80	38.80
Positioner	35.42 <u>44.27</u>	36.17 <u>45.02</u>	36.97 <u>45.77</u>	<del>37.87</del> <u>46.77</u>	38.87 <u>49.02</u>
Hub				The state of the s	The second secon
Office Clerk, Sr.	35.40 <u>44.25</u>	36.15 <u>45.00</u>	36.95 <u>45.75</u>	37.85 <u>46.75</u>	38.85 <u>49.00</u>
Beltman	35.22 44.07	35.97 44.82	3 <del>6.77</del> 45.57	<del>37.67</del> 46.57	38.67 48.82
Divisional Sorter	35.35	36.10	36.90	37.80	38.80
Return Clerk	36.25 <u>45.10</u>	37.00 <u>45.85</u>	37.80 4 <u>6.60</u>	38.70 47.60	39.70 <u>49.85</u>
Sorter	35.42 <u>44.27</u>	36.17 <u>45.02</u>	36.97 45.77	<del>37.87</del> <u>46.77</u>	38.87 49.02
Marker	<del>35.67</del> <u>44.52</u>	36.42 <u>45.27</u>	37.22 46.02	38.12 47.02	39.12 49.27
Car Washer	35.22 <u>44.07</u>	35.97 44.82	36.77 45.57	37.67 46.57	<del>38.67</del> 48.82
Porter	35.17 <u>44.02</u>	35.92 <u>44.77</u>	36.72 <u>45.52</u>	<del>37.62</del> <u>46.52</u>	38.62 48.77
Clerk, Washers Porters Hired after 9/15/76	34.10 <u>42.95</u>	34.85 <u>43.70</u>	35.65 <u>44.45</u>	36.55 <u>45.45</u>	<del>37.55</del> 47.70
Part Time Employees Hired before 7/1/79	<del>35.6</del> 0	36.35	37.15	38.05	39.05
	Refer to Articl	e 22 Section 5 o	f the National Ma	aster Agreement	
Part Time Employees Hired after 7/1/79	34.60	35.35	36.15	37.05	38.05
med alter friffs					

Part '

Sorters and Preloaders

All Others

<del>34.63</del>	35.38	36.18	37.08	38.08
33.63	34.38	35.18	36.08	37.08

## Refer to Article 22 Section 5 of the National Master Agreement

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

	Preloader-Sorter	—All Others
8/1/18	34.33	33.33
8/1/19	35.08	34.08
8/1/20	35.88	34.88
8/1/21	36.78	35.78
8/1/22	37.78	36.78

Refer to Article 22 Section 5 of the National Master Agreement

(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:

8/1/18	Preloader-Sorter 34.03	
8/1/19	34.78	33.78
8/1/20	35.58	34.58
8/1/21	36.48	35.48
8/1/22	37.48	36.48

## Refer to Article 22 Section 5 of the National Master Agreement

(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:

8/1/18	Preloader-Sorter 33.53	All Others
8/1/19	34.28	33.28
8/1/20	35.08	34.08
8/1/21	35.98	34.98
8/1/22	36.98	35.98

Refer to Article 22 Section 5 of the National Master Agreement

## LETTER OF AGREEMENT

United Parcel Service, Inc. ("UPS" or "Company") and Teamsters Local 177 ("Union") agree to the following to become effective upon the ratification of the National Master Agreement ("NMA") in its entirety.

1. Effective for the first date UPS is obligated to make a monthly contribution to the UPS-Local 177 Retirement Plan ("RP") after the ratification of the NMA, UPS shall reduce the current RP contribution rate by one dollar and fifty cents (\$1.50) for each participant. Simultaneously, UPS shall increase the affected participants' hourly wage rates by one dollar and fifty cents (\$1.50) per hour.

2. This LOA shall become null and void for any other purpose once the one dollar and fifty cent (\$1.50) conversion set forth in paragraph 1. above is complete.

UPS
Date: 4/20/23