



# **SUMMARY** OF THE **Teamsters Local 177 Drivers Tentative Agreement**

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- **WAGES**

As part of the National Master UPS Agreement, Local Union 177 members will receive at least \$4.15 in increased wages by August 1, 2022 with **NO** split raises. The pension and health and welfare contributions were also increased by \$5.00 as of August 1, 2022, for a total monetary increase of at least \$9.15.

- **PENSION**

Upon ratification under the new National Master Agreement a part-time member of Local Union 177 retiring on or after August 1, 2018 will see a \$75.00 up to \$175.00 monthly increase depending on credited service.

Upon ratification, full-time Local 177 participants in the Local 177/UPS Pension Plan, retiring on or after August 1, 2018, will see a monthly pension increase of \$348.00 per month for a total monthly pension benefit of \$4,450.00.

- **HEALTH and WELFARE**

Upon ratification the \$500,000 lifetime max on the retirees' medical plan becomes unlimited. No increase to the retiree's monthly health care premiums.

Annual deductible of \$100/\$200 for active employees was eliminated.

Western Region/Local 177 Health Care Plan trustees now have full capability to move funds for the best interest of the active and retiree health care plans.

- **ARTICLE 39. WAGES AND HOURS**

Feeder rates for pulling doubles have increased to (\$.90) ninety cents.

- **ARTICLE 42. MEAL PERIOD**

Package car drivers now have the option to take a half-hour meal period, and the time to take and complete their lunch is 3:30 p.m.

- **ARTICLE 45. SENIORITY**

There have been significant changes made to the language regarding part-time to full-time transfers, and newly hired full-time employees qualifying to attain seniority.

An increase in pay for part-time and full-time attending orientation.

Language added to afford part-time employees transferring to package driving position, 30 more days to attain seniority up to November 15. Modified language to protect feeder drivers during the posted yearly/annual bidding process.

Added language to protect seniority feeder drivers from being forced onto any open bid assignment as a permanent assignment.

Full-time employees are now able to submit a transfer after six months or more instead of a year.

- **ARTICLE 46. REPORT PAY**

Changes and addition to building assignments.

- **ARTICLE 47. DISCHARGE**

Major improvements as promised to language pertaining to Article 47.

- **ARTICLE 52. MEDICAL ARRANGEMENTS**

Cranbury and Lyndhurst buildings added to Article 52 along with language added within a reasonable distance of designated doctors by the company.

- **ARTICLE 55. WELFARE PLAN**

Major improvements to the Teamsters Western Region/Local 177 Health Care Plan for part-time, full-time and retirees.

- **ARTICLE 70. MISCELLANEOUS**

Language added stating while on the company's property, feeder drivers will not be required to wear a collared shirt while performing shifting duties.

Increases made to the limits allowed for expense reimbursement.

- **ARTICLE 72. PART-TIME EMPLOYEES**

Part-time employees are now able to submit a transfer to full-time jobs in six months instead of a year.

Individual days off request/notification (of granted or denied) now require one week for said request/notification for approval instead of two weeks.

The company now has to post and communicate to the employees prior to the end of the previous day's sort to any change to start time.

Changes to the part-time paid relief period, including a second 10 minutes paid relief period after working seven hours or more on their assigned shift.

## **MEMORANDUM OF AGREEMENT**

### **(Pertaining to Full-Time 22.4 Combination Drivers)**

The memorandum of agreement added establishing a memorandum of understanding ("Local 177/United Parcel Service Supplemental Full-time 22.4 Combination Work Rules") between Local 177 and the company.

As the preamble states: "It is Specifically understood and agreed by both Parties that giving the Full-Time 22.4 Combination Drivers their own seniority list is not in anyway to violate or interfere with the Regular Package Car Drivers (RPCD's) seniority which at all times and circumstances prevail."

### **Local 177/United Parcel Service Supplemental Full-Time 22.4 Combination Work Rules**

The company will review the job content of all new combination driver jobs with the local union prior to implementation.

All articles pertaining to full-time employees in the Drivers Supplemental Collective Bargaining Agreement between Teamsters Local 177 and UPS, Inc. (New Jersey) shall apply to full-time 22.4 combination drivers within the jurisdiction of Local 177 unless specifically stated that the National Master Agreement language supersedes.

Any unforeseen 22.4 issues will have the union's and company's negotiation chairs meet to attempt to agree on a resolution. If the parties cannot reach a resolution, the matter shall be subject to the grievance procedure.

# TEAMSTERS LOCAL 177 DRIVERS TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

## ARTICLE 39. WAGES AND HOURS

### STARTING RATES FOR NEW FULL TIME EMPLOYEES HIRED ON OR AFTER 8/1/~~13~~ 18

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~~ 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, ~~2013~~ 2018 shall be as follows:

Start	\$18.75	<b><u>21.00</u></b>
Seniority	\$18.75	
Twelve (12) months	\$19.50	<b><u>23.00</u></b>
Twenty four (24) months	\$21.00	<b><u>24.00</u></b>
Thirty six (36) months	\$25.00	<b><u>28.75</u></b>
Forty eight (48) months		<b><u>Top Rate</u></b>

The "top rate" is the wage rate in the job classification in the applicable Supplement, Rider or Addendum then being paid, including the general wage increases and cost-of-living increases, if any, paid under the provisions of the ~~2013~~ 2018-2018 2023 Agreement.

**WAGE SCHEDULE, (1.), (2.), and (3.) WILL REFLECT ALL GENERAL WAGE INCREASES NEGOTIATED IN THE NATIONAL MASTER AGREEMENT FOR THE PERIOD: August 1, 2018 through July 31, 2023**

(4) All part-time employees who have attained seniority as of August 1, ~~2013~~ 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 2018-2022 as set forth below.** In all 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:

<del>2013</del>	<del>seventy cents</del>	<del>(.70)</del>
<del>2014</del>	<del>seventy cents</del>	<del>(.70)</del>
<del>2015</del>	<del>seventy cents</del>	<del>(.70)</del>
<del>2016</del>	<del>eighty cents</del>	<del>(.80)</del>
<del>2017</del>	<del>one dollar</del>	<del>(1.00)</del>
<b><u>2018</u></b>	<b><u>seventy cents</u></b>	<b><u>(.70)</u></b>
<b><u>2019</u></b>	<b><u>seventy-five cents</u></b>	<b><u>(.75)</u></b>
<b><u>2020</u></b>	<b><u>eighty cents</u></b>	<b><u>(.80)</u></b>
<b><u>2021</u></b>	<b><u>ninety cents</u></b>	<b><u>(.90)</u></b>
<b><u>2022</u></b>	<b><u>one dollar</u></b>	<b><u>(1.00)</u></b>

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:

**In recognition of the fact that all of the Company's part-time jobs require skills and to eliminate the two (2) tier progression existing in prior contracts, the parties have agreed to establish one uniform hourly rate for part-time employees who would have been subject to a progression. As such, All** part-time employees, who are hired or reach seniority after August 1, ~~2018~~ 3, will be paid according to the following wage schedules:

<b><u>August 1, 2018</u></b>	<b><u>\$13.00</u></b>
<b><u>August 1, 2019</u></b>	<b><u>\$14.00</u></b>
<b><u>August 1, 2020</u></b>	<b><u>\$14.50</u></b>
<b><u>August 1, 2021</u></b>	<b><u>\$15.00</u></b>
<b><u>August 1, 2022</u></b>	<b><u>\$15.50</u></b>

	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.

### SECTION 3

#### 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~~ **ninety** cents (~~.85~~ **.90**) 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.

## 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.** 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 **3:30** P.M. **Drivers may 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 to take breakfast. Drivers may opt on to the half hour lunch option for 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 elect to opt off the half hour lunch option by giving two (2) weeks' notice to the Shop Steward and Manager.**

## 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/**her** seniority dates shall be the original date if **of his/her** 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 (60th) day.**

Newly hired employees attending orientation shall be paid the daily rate of fifty ~~eighty-eight~~ **eighty-eight** dollars (~~\$50.00~~) **(\$88.00)** for full time employees and twenty-five ~~thirty-eight~~ **thirty-eight** dollars **and 50 cents** (~~\$25.00~~) **(\$38.50)** 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) ~~(d)~~ 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.

**The following subsections shall apply to Package Drivers Only.**

#### **Non-Permanent Drivers**

- (e) **During the period of June 1 to January 10, the Company can hire non-permanent, non-seniority accruing drivers. The number of these drivers will not exceed 10% of the**

assigned staffing per center during the period between June 1 and September 30.

If a non-permanent driver is offered a permanent driver job, the Company will immediately notify the Shop Steward of such status change, and upon following the transfer language in Section 4 of this Article, the following shall apply:

1. If a non-permanent driver is offered a permanent driving job in the same year as hired, the employee will not be required to complete another thirty (30) working day qualification period. If the employee has not yet completed thirty (30) days, they will only have to complete the remainder of the thirty (30) days.

2. An employee attaining seniority in the same year that they are initially hired, will have their seniority date moved back to the first date they worked that year. Their attainment date will be their first day worked as a permanent employee.

3. If a Non-permanent driver is hired prior to October 1, and recalled prior to April 1 of the following year as a permanent driver, that employee will immediately attain seniority, and retain their original hire date as their seniority date.

4. If a Non-permanent driver is hired October 1 or later, and recalled prior to April 1 the following year as a permanent driver, that employee will retain credit for all days worked prior to November 15. If the employee has not yet completed their thirty (30) days, they will only have to complete the remainder of the thirty (30) days and retain their original hire date as their seniority date.

5. If a Non-permanent driver is rehired after April 1 the following year, they will be considered a newly hired employee, and have a new seniority date.

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.

(f) Days worked from November 15 through January 10 will not count towards the 30 in 60 day seniority accruing period for part time to full time transfers to package driver.

### **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, **Cranbury** 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.

#### **(c) Trailer Driver**

##### **(1) (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.

**Once job selections begin, there will be no changes to the posted yearly/annual bids being offered for 30 calendar days.**

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 **within twenty-four (24) hours** 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.

#### **(g) Miscellaneous Feeders**

**(11) Seniority feeder drivers shall not be forced onto any open bid assignment as a permanent assignment. Should no feeder driver elect the posted open bid assignment, such assignment shall be filled from the feeder driver weekly spare list in their district. Open jobs shall be posted for a minimum two (2) weeks per the bidding language. If jobs are not filled within the two (2) week minimum, such job shall remain posted until such time the bid is filled.**

### **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. **No transfers will be honored during the month of December.**
- (b) Except in special hardship cases, candidates for transfer must have at least ~~one (1)~~ year **six (6) months** service.



## ARTICLE 46. 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, Spring Valley
5. Saddle Brook, ~~Spring Valley~~, 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 his/her home center or the center of the assignment. The option of where to report is solely the choice of the affected employee.

## 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 cases involving 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 a~~All warning notice letters, including those stemming from reductions of notices of suspension and discharge, shall not remain in effect more than (twelve) 12 months.

An employee subject to immediate suspension or discharge, in violation of this agreement, and, subsequently returned to work, shall receive back pay at the double time rate of pay.

Any dispute arising from interpretation of this language will be referred to the co-chairs of the supplemental negotiating committee, or their designated alternates.

## ARTICLE 52. MEDICAL ARRANGEMENTS

### SECTION 4

The Company will designate local doctors within a reasonable distance 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	<u>Cranbury</u>
<u>Lyndhurst</u>		

## 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.

### SECTION 4

**The employer shall make health and welfare contributions for employees who have been injured on the job for a period of one (1) year, and for employees who are ill or who have been injured off the job for a period of four (4) weeks.**

## ARTICLE 67. SUMMER REPLACEMENT

**This article does not apply to Package Drivers, Feeder Drivers and 22.4's**

### 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 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.

**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.**

## ARTICLE 70. MISCELLANEOUS

### 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 while off the Company's property 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.

**Feeder drivers will not be required to wear a collared shirt while performing shifting duties on the company's property.**

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 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 expense reimbursement allowance shall be ~~seven dollars and fifty cents (\$7.50)~~ **ten dollars (\$10.00)** for breakfast, ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** for lunch and ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)** for supper. In addition, the Company will reimburse the employee for reasonable expenses incurred during the layover.

**ARTICLE 72. PART TIME EMPLOYEES**

**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 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~~ **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 ration on part time employees to new hires.

**SECTION 11. VACATIONS**

(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~~ **one (1) week** 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~~ **one (1) week** 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 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. **Any changes to the start time will be posted and communicated prior to the end of the previous day's sort.**

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

**SECTION 15**

All part time employees shall be given a paid relief period not to exceed ten (10) minutes per day. **This paid relief period should be taken no sooner than the first hour of work. If a part time employee works seven hours (7.00) or more on their assigned shift, they will receive an additional ten (10) minute paid relief period.**

**MEMORANDUM OF AGREEMENT**

**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**