



# SUMMARY OF THE Teamsters Local 177 Mechanics and Maintenance Tentative Agreement

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## **Tool Allowance:**

Upon ratification of the National Master Agreement and the Local 177 Mechanics Supplemental Agreement, seniority employees shall receive a one-time tool allowance for the following amounts after taxes: Automotive Journeymen Mechanics will receive a \$550.00, Maintenance Journeymen Mechanics will receive \$275.00, Handymen and Helpers Mechanics will receive \$125.00.

## **Uniforms:**

Company will be required to supply gloves

## **Full Time new hire wage progression:**

Mechanics' wage progression reduced from 30 months to 24 months, in addition the starting rate increased from 80 % to 85 % of the rate in effect on August 1, 2018.

## **Handymen and Helpers:**

Improvements made to the language for Handymen and Helper Mechanics interested in becoming Journeymen Mechanics.

## **Discharge:**

Major improvements to the discharge language in Article 10 as promised!

## **Bidding:**

Changes in the Automotive bidding language reducing the time Automotive Mechanics wait to be moved to a different job

## **Apprentice Program:**

Changes in the Mechanics Apprentice program allowing Handymen and Helper Mechanics, in addition to transfers into the Automotive and Maintenance classification, a better opportunity to train and qualify as a Journeymen Mechanic.

## **Training:**

Improvements in the training language assuring Mechanics are knowledgeable in and properly equipped in the maintenance and repair of new and unfamiliar equipment and retraining on our present equipment. In addition, improvements in the Mechanics training pay and the time required to complete specific training is reduced from nine to six months.

## **Miscellaneous:**

For the life of the 2018 – 2023 Mechanics and Maintenance Collective Bargaining Supplemental Agreement, Automotive Journeyman, Apprentice and Helper Mechanics who are interested in obtaining a commercial driver's license (CDL), will be afforded an opportunity to attend, on their own time, a company-sponsored training program to obtain a CDL. The company will provide all necessary instructors, training and equipment to qualify for the CDL.

## **Pension:**

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 cap on the retirees' medical plan has improved to an unlimited lifetime cap. 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.

# TEAMSTERS LOCAL 177 MECHANICS AND MAINTENANCE 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 3. WAGE SCHEDULE

### Tool Allowance

Upon ratification of the ~~8/1/13-7/31/18~~ 8/1/18 UPSNMA and Local 177 Mechanics Supplemental Agreement, seniority employees shall receive a one-time tool allowance for the following amounts after taxes; Automotive Mechanics will receive ~~five hundred fifty dollars (\$550.00)~~ five hundred (\$500.00), Maintenance Mechanics will receive ~~two hundred seventy-five dollars (\$275.00)~~ two hundred fifty dollars (\$250.00) Helpers and Handymen will receive ~~one hundred twenty-five (\$125.00)~~ one hundred twenty dollars (\$100.00)

### Section 3.1 Handymen rate

Helper rate shall be 70% of the prevailing Journeymen mechanics' rate in effect on July 31, 2018.

Handymen rate shall be 50% of the prevailing Journeymen mechanics' rate in effect on July 31, 2018.

### Full Time New Hire Wage Progression

All Supplements, Riders or Addendum will contain the following wage progression schedule to cover all full-time employees, except apprentices, helpers and Handymen who have not yet attained seniority as of August 1, 2013. 2018

Percentage of Wage  
Rate in Effect  
On July 31, 2013  
After August 1st 2018

|                | <u>Current Top Rate</u> |
|----------------|-------------------------|
| Start          | 85%                     |
| plus 12 months | 90%                     |
| plus 24 months | <u>Top Rate</u>         |

Mechanics in Progression on 8/1/18 shall be slotted into the above progression

The "top rate" is the wage rate in the job classification in the applicable Supplement, Rider or Addendum then being paid, including the general wage increases and cost-of-living

increase, if any, paid under the provisions of the ~~2013-2018~~ 2018-2023 Agreement. See Article 34 for Cost of Living Increases.

### Article 3.7 (a) Handymen

E) The scheduled work week for Handymen will be five consecutive days ~~Monday through Saturday~~. Sunday - Thursday, Monday - Friday or Tuesday - Saturday. The day off schedule will be posted by Thursday the preceding week.

### Section 3.7 (J) Handymen

~~J) Handymen interested in becoming a journeymen will be required to complete a pre-qualification test. Time spent taking the pre-qualification test will not be paid time. Those Handymen who successfully completed the pre-qualification test will then be permitted to place their names on a job bid posted in accordance with Article 11.6. After the bidding procedure has been followed, and no seniority employee within the classification accepts the bid, the open bid for a journeymen's position will be offered in seniority order to those employees who have successfully completed the pre-qualification test and whose names appear on the transfer list. The transferring employee, upon entering the journeyman classification will be required to successfully complete the twenty-two (22) day training program. If the transferring employee cannot successfully meet the requirements to become a journeyman during the twenty-two (22) day training program, said employee will return to his/her classification and original job with no loss of seniority. Employees who fail to qualify will be advised of the areas in which they are deficient and upon successfully completing training in these areas, may place their names back on the district pre-qualified transfer list.~~

### Section 3.7 (J) Handymen

J) All Handymen interested in becoming a Journeymen Mechanic will be required to complete a pre-qualification

test. Time spent taking this pre-qualification test will not be paid time. Those Handymen who successfully complete the pre-qualification test will then be permitted to place their names on job bids posted in accordance with Article 11.6. Upon entering the journeyman classification, the Handyman will be required to successfully complete a thirty (30) day training program. The Company, the employee and the Union Shop Steward will meet no less than 5 times during this training period to discuss the employee's progress and/or any areas of deficiency.

If the Handyman cannot meet the requirements to become a Journeymen, the Company may offer the Handyman the opportunity to enter the Apprentice program in accordance with Article 30.

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

Upon entering the journeyman classification, the transferring employee will be required to successfully complete the thirty (30) day training program. The Company, the employee and the Shop Steward will meet every five (5) days no less than 5 times during this training period to discuss the employee's progress and/or any areas of deficiency.

If the transferring employee cannot successfully meet the requirements to become a journeyman, the Company may offer the transferring employee the opportunity to enter the Apprentice program in accordance with Article 30. In the event the employee does not agree to enter the apprentice program, the transferring employee will return to his/her classification and original job with no loss of seniority. Employees who fail to qualify will be advised of the areas in which they are deficient and upon successfully completing training in these areas, may place their names back on the pre-qualified transfer list.

### **Section 3.7 (J) Helpers**

All Helpers interested in becoming Journeymen will be required to complete a pre-qualification test. Time spent taking this prequalification test will not be paid time. Those Helpers who successfully complete the pre-qualification test will then be permitted to place their names on job bids posted in accordance with Article 11.6. Upon entering the journeyman classification, the Helper will be required to successfully complete a thirty (30) day training program. The Company, the employee and the Union Shop Steward will meet no less than 5 times during this training period to discuss the employee's progress and/or any areas of deficiency.

If the Helper cannot meet the requirements to become a Journeymen, the Company may offer the Helper the opportunity to enter the Apprentice program in accordance with Article 30.

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

Upon entering the journeyman classification, the transferring employee will be required to successfully complete the a ~~twenty-two (22)~~ thirty (30) day training program. The Company, ~~will make every effort to meet with the employee and the Union Shop Steward will meet every five (5) days~~ no less than 5 times during this training period to discuss the employee's progress and/or any areas of deficiency.

If the transferring employee cannot successfully meet the requirements to become a journeyman, ~~during the (22) day training program, said employee~~ the Company may offer the transferring employee the opportunity to enter the Apprentice program in accordance with Article 30. In the event the employee does not agree to enter the apprentice program, the transferring employee will return to his/her classification and original job with no loss of seniority. Employees who fail to qualify will be advised of the areas in which they are deficient and upon successfully completing training in these areas, may place their names back on the district pre-qualified transfer list.

## **ARTICLE 5. WELFARE PLAN**

### **Section 1**

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

### **Section 2**

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

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

### **Section 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 weeks.

**ARTICLE 9. VACATIONS**

9.4 Vacation schedules shall be posted on November 1st no less than Sixty (60) days prior to the vacation period. Vacation picks will begin November 15th and be completed by December 31st. Any delays in the selection of vacation weeks during the process will be promptly addressed by the Union and the Company.

**ARTICLE 10. DISCHARGE**

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

10.2 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 sent forth above shall have precedence over discharge cases in which the employee remains on the job in the expedited arbitration process

10.3 In all other cases involving discharge or suspension of an employee, the company will give three working day notice to the employee of this discharge or suspension and the reason therefore. Such notice shall be given to the Shop Steward and the Local Union Office. Any All warning notice letters, including those stemming from reductions notices of suspension and discharge, shall not remain in effect more than twelve (12) months.

10.4 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 claimed violation of this Agreement shall be heard simultaneously by the discharge arbitrator

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

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

**ARTICLE 11. SENIORITY**

**Article 11.6 (a) Bidding**

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

Districts shall be defined as:

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

**ARTICLE 22. MEDICAL ARRANGEMENTS**

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

|                 |                  |               |
|-----------------|------------------|---------------|
| Bound Brook     | Lakewood         | Parsippany    |
| Chester         | <u>Lyndhurst</u> | Saddlebrook   |
| <u>Cranbury</u> | Meadowlands      | Spring Valley |
| Edison          | Mt. Olive        | Staten Island |
| Gould Ave.      | New Windsor      | Tinton Falls  |
|                 |                  | Trenton       |

**ARTICLE 29. UNIFORMS**

29.3 The Company will supply work gloves to all Mechanics.

**ARTICLE 30. APPRENTICE**

30.1 The Company shall have the right to employ one (1) apprentice for each five (5) journeymen Mechanics employed by the Company. Apprentices may be employed at any point other than the Main Shop where two (2) or more Journeymen mechanics are employed. The apprentice program shall not last longer than twenty-four months.

30.2 An apprentice shall start at sixty per cent (60%) journeymen's rate per hour and shall be increased ~~five~~ ten per cent 10% per hour at the end of each 1,000 hours worked. ~~until he attains the rate established for journeymen mechanic.~~



**30.3 The Company shall offer the apprentice all necessary training in accordance with Article 35.**

**30.4 Within the 24-month apprentice program the apprentice will be required to pass the journeymen's written test. Upon passing the journeymen's written test the apprentice will receive the rate established for journeymen Mechanics.**

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

### **ARTICLE 35. TRAINING PROGRAM**

a) The Company shall maintain a Training Program **to assure its employees are knowledgeable in and properly equipped** for the maintenance and repair of new and unfamiliar equipment and retraining on our present equipment.

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

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

Employees who attend company authorized classroom training programs outside of their bid hours will be paid at their straight time rate of pay up to eight (8) hours after which normal overtime provisions will apply.

Special tools needed to work on new equipment will be supplied by the Company.

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

1. Employees may sign an intent list for training that the Company is offering specific to their job assignments.

2. Employees who attend outside training classes may on a voluntary basis agree to assist in the training of other employees on their shift. It is understood that if an employee volunteers to come off his/her bid hours to provide training to other employees, or if the trainee is taken off his/her hours to be trained, the employee who is working off his/her scheduled bid hours will be paid in accordance with Article 4 of this agreement. In addition, Employees who provide training or assist in the training of other employees will be paid one dollar (\$1.00) per hour for **the entire day above the rate in the classification in which they work, training.**

3. Training specific to any type of equipment will be given to all remaining employees who normally work on that specific type of equipment that did not

have the opportunity to attend the training sessions at the completion of that program. The training of these remaining employees will be provided within ~~nine (9)~~ **six (6)** months of the completion of each particular training program.

4. The Company and the Union will meet on a quarterly basis. The purpose of these meetings will be to discuss the implementation of any and all training that the Company is planning for the next quarter.

### **ARTICLE 37. DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until July 31, 2018, **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.

### **Memorandum of Agreement**

**For the life of the 2018-2023 Mechanics and Maintenance Collective Bargaining Agreement, United Parcel Service has agreed to offer the Automotive Mechanics covered under the Local 177 supplemental agreement the opportunity to enter into a Company sponsored training program to obtain a CDL license.**

**Automotive Journeymen, Apprentice and Helper Mechanics who are interested in obtaining a CDL shall notify the Company. Such employees, in seniority order, will be permitted to attend on their own time, the Company sponsored training program to obtain a CDL. The Company will provide all necessary instructors, training and equipment to qualify for the CDL license.**

**Employees who do not complete the driving school sponsored by the Company and conducted by outside vendors or fail to pass the state road test licensing requirement after a maximum of three (3) attempts per driving school attended will be responsible to reimburse the Company for the full amount paid to the vendor that provided the training. The employee will have the option to make full reimbursement within one week of their disqualification or pay one hundred dollars (100.00) per week until the reimbursement is complete.**

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

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

**Any dispute involving the application of this Agreement shall be submitted to the representatives of the Union and the Company for mutual agreement.**