

Teamster Local Union 177 Drivers Collective Bargaining Supplemental Agreement

For the Period Beginning August 1, 2013 through July 31, 2018
covering:

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

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

ARTICLE 39 – WAGES AND HOURS

SECTION 3

Helpers:

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

There will be a 15% cap applied for helpers in each building. This cap will not be applied between November 1 ~~October 15~~ and ~~December 25~~ January 10.

Peak season helpers hired between November 1 ~~October 15~~ and ~~December 30~~ January 10 shall receive the all other rate per hour for all hours worked as outlined in Article 22 Section 5 of the UPS-National Master Agreement.

ARTICLE 41 – STARTING TIMES

SECTION 1

The Company shall fix the starting time for employees, which shall remain constant during any particular week, but which may be changed from week to week. The Company may elect to have Package Drivers start twenty (20) minutes or less prior to the week post start time. This provision will be limited to one day per week. Drivers shall receive the straight time rate of pay for such time. **From the first Monday after Thanksgiving through the Monday before Christmas, package car drivers may be offered on a voluntary basis and in seniority order an early start time opportunity**

exceeding the twenty (20) minutes listed above. All drivers accepting the opportunity will be paid at the straight time rate of pay for the early start

ARTICLE 45 – SENIORITY

SECTION 1 ACQUISITION OF SENIORITY

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

(b) There shall be a free period beginning October 15th and ending ~~December 30th~~ 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 ~~December 30th~~ January 10th or recalled within sixty (60) days after ~~December 30th~~ 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 ~~December 30th~~ January 10th.

(d) If an employee is hired as a summer replacement worker and works the period between May 1st 10th and September

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30th and in addition works the free period from October 15 thru ~~December 30th~~ **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 a second free period.

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

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

SECTION 3 - HUB SENIORITY

(c) Trailer Drivers

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

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

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

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

3. ~~In the event the starting time of a feeder run is changed more than one (1) hour, the driver may stay with the run or elect to become a spare driver.~~

If a feeder job is abolished, or changed by fifty (50) percent or if the starting time is changed by more than one (1) hour, the driver may; stay with the job, or elect to become a spare, or exercise his/her feeder seniority to displace a junior driver within their district. This procedure is limited to five (5) displacements. The sixth move is to dovetail onto the spare list. This displacement option will not apply from October 15th through January 10th.

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

4. If a trailer driver chooses to bid on a permanent vacant job, his or her job will then go up for bid only if he or she vacates a bid job.

5. If a run's switch point is changed more than twenty-five (25) miles or if the starting time of a run changes from the night differential rate to the day or vice versa, the driver (provided he or she has been on the run for at least thirty (30) working days at the time of the change) may ~~elect to stay on the run or to become a spare driver~~ **utilize the options in number 3 above.** If the driver has been on the run for less than thirty (30) working days, the run shall be rebid at the time of the change.

SECTION 4 - GEOGRAPHIC TRANSFER PACKAGE

(a) Transfers, within classification, may be requested to any operating center or hub in the Local's jurisdiction and if approved shall be granted in seniority order. A list shall be prepared of employees requesting said transfers. If the job is not filled by transfers within classification, it shall be offered to the overall transfer list. The transfer list shall include the location and classification to which an employee wishes to transfer. Employees will be notified within fifteen (15) working days as to the status of their transfer.

(b) Except in special hardship cases, candidates for transfer must have at least one (1) year service.

(c) There will be a thirty ~~five (30)~~ **(35)** calendar day probationary period for such transferred employees.

(d) 1. Permanent package driver vacancies will be filled on a ~~3-2-1~~ **2-1-2-1** Basis ~~three (3)~~ **two (2)** package to package, **one (1)** full time transfers, two (2) part time transfers (within District), one (1) new hire. If for any reason ~~three (3)~~ **two (2)** full time employees **package car drivers** do not fill the first ~~three (3)~~ **two(2)** vacancies by transferring, **the vacancies will be filled by the full time transfer list for a total of three (3) full time employees. If full time employees do not fill those vacancies** part time employees (in the District) will fill those positions. If part time employees fill the open position, the next position will be filled by a new hire.

EAST-177**ARTICLE 57 – HOLIDAYS****SECTION 1**

Full time employees will be entitled to a ~~Personal~~ **Double time** Holiday upon attaining seniority.

Part-time employees who are seniority employees on January 1st of each year will be entitled to a ~~Personal~~ **Double time** Holiday in that calendar year. If the employees elect to work the ~~Personal~~ **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 ~~Personal~~ **Double time** Holiday as a day off, he/she will be paid (eight (8) hours for full-time and four (4) hours for part-time) and he/she must notify the Company prior to the Thursday before the week their ~~Personal~~ **Double time** Holiday will fall.

ARTICLE 59 – VACATIONS**SECTION 4**

~~The vacation schedule shall be posted not less than thirty (30) days prior to the vacation period.~~

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

ARTICLE 60 – LEAVE OF ABSENCE**SECTION 4**

A driver whose driving permit has been revoked is obligated to notify the Company within two (2) working days of revocation. When a driver's permit has been revoked for ~~six (6)~~ **twelve (12)** months or less for reasons other than those for which he can be discharged by the Employer, he or she shall be placed in full time jobs in their buildings which are available after all eligible disabled drivers have been accommodated. Such employees must be capable of performing the available work.

If no full time jobs are available, such employee may displace the most junior part time employees in the building, provided they are capable of performing the work. Such employees shall be paid for hours worked only, at the rate of ~~\$12.50 per hour~~ **Fifty percent (50%) of the employee's prevailing rate of pay** or their current rate of pay if their hourly rate is less than ~~\$12.50~~ **\$15.00** per hour for any work performed.

The right to work at full time jobs or displace part time employees shall be limited to ~~six (6)~~ **twelve (12)** months dur-

ing any driver's lifetime. Any single loss of license in excess of ~~six (6)~~ **twelve (12)** months, or a series of losses that result in an accumulated total of more than ~~six (6)~~ **twelve (12)** months, shall result in the discharge of the employee.

However, if the first loss of license is for D.W.I. and the revocation is between ~~six (6)~~ **twelve (12)** months and ~~one (1) year~~ **fifteen (15) months**, the employee will be entitled to ~~six (6)~~ **twelve (12)** months work as provided above. Any additional time off between ~~six (6)~~ **twelve (12)** months and ~~one (1) year~~ **fifteen (15) months**, the employee will be granted a leave of absence.

ARTICLE 67 – SUMMER REPLACEMENTS**SECTION 1**

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

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

SECTION 2

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

SECTION 3

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

ARTICLE 69 – VACANCIES**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 ~~six (6) month~~ **one (1) year** peri-

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od. In order to return to his or her previous classification after ~~six (6) month~~ **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 ~~six (6) month~~ **one (1) year** in the feeder classification to return to their previous classification without loss of seniority.

SECTION 3

Employees who do not complete Feeder Schools sponsored by the Company and conducted by outside vendors **or fail to pass the state road test licensing requirement after a maximum of three (3) attempts per Feeder school attended** will be responsible to reimburse the Company for the full amount paid to the vendor that provided the training. **The employee will have the option to make full reimbursement within one week of his disqualification or pay one hundred dollars (\$100.00) per week until reimbursement is completed.** In addition those employees who choose not to become Feeder Drivers or who choose to return to their original classification within ~~six (6) month~~ **one (1) year** of entering the feeder classification will be required to reimburse the Company for the full amount paid to the vendor that provided the training. Employees who choose to return to their previous classification under the provisions set forth in Section (2) two of this Article will not be responsible for any form of reimbursement. It is understood that hardships may exist, and in such cases will be reviewed by both the Company and the Union. If it is agreed to return an employee under the provisions of hardship, no reimbursement will be required. Any decision pertaining to hardships must be mutually agreed to by the Company and the Union. The employees' responsibility for reimbursement will be limited to training provided by outside vendors hired by the Company to provide training. ~~The method of reimbursement will be established on an individual basis taking into consideration the employees' financial status at the time reimbursement is being sought. In no case shall the reimbursement extend longer than one year.~~

ARTICLE 70 – MISCELLANEOUS**SECTION 6 ARTICLE 46 SECTION 4**

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

SECTION 7

The meal allowance shall be ~~five dollars (\$5.00)~~ **seven dollars and fifty cents (\$7.50)** for breakfast, ~~seven dollars and fifty cents (\$7.50)~~ **ten dollars (\$10.00)** for lunch and ~~twelve dollars (\$12.00)~~ **fifteen dollars (\$15.00)** 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 or helper within their building will submit a transfer to his or her Manager. If it is approved he or she will be put on the Part Time Transfer List according to his or her seniority in his or her building. The employee will be notified within fifteen (15) working days as to the status of their transfer. A list of the approved transfers will be posted within the building and updated monthly. A part time employee must have one or more years of seniority to apply. No transfers will be accepted during the free period. There will be a thirty (30) working day probationary period. A part time employee who fails to qualify shall not be allowed to put another transfer in for ~~one (1) year~~ **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.

MEMORANDUM OF AGREEMENT
United Parcel Service and IBT Local 177

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