

Teamster Local Union 177

Mechanics and Maintenance 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 3 – WAGE SCHEDULE

Section 3.4 Travel Time

(a) Payment of travel time will be in accordance with present practice. Travel allowance is mileage from home to temporary assignment less mileage from home to permanent assignment. Travel allowance will be maintained at the same level as the ~~Company's allowance~~ **IRS limit per mile for all miles driven** during the lifetime of this Agreement. In those cases where temporary work may become available in outlying areas, the senior man living in the area will be given consideration if qualified. This applies only to employees in the Main Shop pool. The automotive pool man will be supplied with a list of tools required to perform job requirements. When required to report to temporary work location (scheduled work week), the pool man will be required to carry the designated tools in his/her personal vehicle provided tools can be properly accommodated.

(b) Tolls cash expenditures and travel allowance will be paid monthly by separate check **within two weeks from the time these expenses are submitted. Any shortages will be addressed immediately.** Whenever possible the mechanic will be provided with E-Z Pass for use while operating UPS vehicles.

(c) **Vehicle breakdown while mechanic is working under travel time pay and mileage allowance shall be as follows: The Company will pay no less than eight (8) hours guarantee; in case of an accident, the Company will provide transportation for the employee to his home on the day of the accident only.**

When a mechanic uses their personal vehicle in the service of the Employer and is involved in an accident disabling the vehicle, the Employer shall reimburse the employee up

to \$500.00 to cover the employee expenses related to the accident, including towing, rental car reimbursement or deductible.

The Company will cover liability where the employee's coverage ends.

3.7 (a) Handymen

A) Handymen will have their own jurisdiction wide seniority list.

B) Maintenance Handymen shall be used to perform non-skilled, non technical work.

C) The \$15.00 per hour and after (6) six months will receive the prevailing hourly pay rate (50% of the journeymen).

D) The handymen classification will not exceed 20% of the Bargaining Unit.

E) The scheduled work week for Handymen will be five consecutive days Monday through Saturday. The day off schedule will be posted by Thursday the preceding week.

F) Handymen may be assigned to report for and finish work at a facility other than their primary work location. Handymen may be scheduled to work in more than one (1) location during their scheduled work day/week. Handymen will receive the appropriate travel allowance. Travel allowance is miles and tolls to and from all work locations minus miles and tolls to and from employee's home and permanent work location.

G) Handymen will have a separate vacation schedule.

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H) A journeymen mechanic (during progression) will not earn less per Hour than prevailing Handyman rate.

D) It is specifically understood and agreed by both parties that giving the Handymen their own seniority list, is not in any way to violate or interfere with the journeymen mechanics seniority which at all times and circumstances prevails.

J) Handymen interested in becoming a journeymen will be required to complete 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 pre-qualification transfer list to any district they choose. After the bidding procedure has been followed, and no journeymen 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)

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 completed the pre-qualification test will then be permitted to place their names on a ~~prequalification transfer list to any district they choose~~ **job bids posted within their district in accordance with Article 11.6**

After the bidding procedure has been followed, and no ~~journeymen~~ **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. **The Company will make every effort to meet with the employee and the Union every five (5) days 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 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.

Article 3.9 –Utility Journeyman

The number of these jobs bid shall not exceed two (2) automotive and three (3) Maintenance journeymen per District provided that the third utility maintenance journeyman does not exceed twenty-five percent (25%) of the total number of maintenance journey men in that District. If the need arises, these employees may be assigned to work in another District and will receive the appropriate travel allowance. **The company will review with the local union prior to assigning utility journeymen to work out of district.**

ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.11 Early Call In

An employee called in to work before his scheduled starting time or after the termination of his regular shift shall receive overtime pay for such hours actually worked, but no less than ~~two (2) hours and forty (40) minutes~~ **three and one half (3 1/2) hours** work or pay at time and one half (1 1/2) the straight time hourly rate of pay. This shall not apply to employees who continue on overtime work after the completion of their regular shift.

Employees notified before the end of their regular shift to report for work prior to the regular starting time on the following day, shall, likewise, be exempt from the guarantee and shall be paid only for hours actually worked at time and a half. **Employees called in and assigned to work in buildings other than their domiciled building may elect to report to and finish work at their domiciled building. The option of where to report and finish is solely the choice of the affected employee.**

ARTICLE 8 - SICK LEAVE

8.5

An employee who calls in sick and has earned sick days available will be paid his remaining sick leave for the day or days he is out unless the employee ~~notifies~~ **advises** his immediate Supervisor ~~in advance otherwise when he calls in sick.~~

ARTICLE 11 – SENIORITY

Section 11.6 Bidding

When a permanent vacancy or additional jobs are created **in automotive** as covered in the contract classification of jobs, or when there is a change in starting times of more than one hour, any seniority **automotive** person within the district may apply for such vacancy, new job or new starting time provided he or she qualifies. The Company and the Union shall agree on such changes.

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:

Metro	Metro Edison	North
Meadowlands	Edison	Parsippany
Gould Avenue	Tinton Falls	Spring Valley
	Staten Island	Chester
	Trenton	New Windsor
	Lakewood	Mount Olive
		Bound Brook
		Saddle Brook

When a permanent vacancy or additional jobs are created in maintenance as covered in the contract classification of jobs, or when there is a change in starting times of more than one hour, any seniority maintenance person within the jurisdiction may apply for such vacancy, new job or new starting time provided he or she qualifies. The Company and the Union shall agree on such changes. If the vacancy is awarded to a seniority maintenance mechanic from outside the district in which the job is bid the Company may utilize the pool mechanic from the transferees district to cover his previously selected vacation.

ARTICLE 32 – SUBCONTRACTING

The Employer may not subcontract work in any classification for the purpose of avoiding overtime. Where it is possible, the bargaining unit employees will do the work rather than subcontract, as provided below:

1. Where trained personnel are available
2. Where the Company has the necessary equipment.
3. The Company shall maintain the right to subcontract, according to past practice.
4. The Company will ~~inform the Union~~ **meet with the Local Union Officials no less than two weeks in advance of scheduling** ~~prior to~~ subcontracting.
5. There shall be no layoff of any bargaining unit employee as a result
- 6.. In the event the Union challenges any subcontracting of work covered by the Agreement, the burden will be on the Company to show that the decision to subcontract that work was a reasonable exercise of its discretion based on the criteria of expedition or economy (economy is not restricted to direct labor costs) in that order.
7. The Employer agrees to exercise good business judgment prior to the decision to subcontract.

8. Preventative maintenance inspection of conveyor equipment, to include oil, lube and electrical inspection, will not be subcontracted unless mutually agreed upon. The electrical inspection is that portion from conveyor to panel box provided the employee is qualified to perform the inspection. The electrical inspection does not include inspection mandated by law to be performed by licensed electrician.

9. The repair of rented or leased automotive equipment will not be performed on UPS property by subcontractor except during the period from Thanksgiving Day through Christmas Day, provided this equipment would interfere with or cause the Company to fail in its service commitments.

10. The Company will not cover maintenance journeymen vacations with subcontractors unless mutually agreed upon.

ARTICLE 35 – TRAINING PROGRAM

a) The Company shall maintain a Training Program 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.

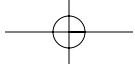
Time spent in Company authorized Training Program will be paid time, unless otherwise mutually agreed by Employer and Union.

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 ~~fifty cents (\$.50)~~ **one dollar (\$1.00)** per hour for training. ~~Employees who train for more than one hour will be paid fifty cents (\$.50) per hour for the entire day.~~
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



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of that program. The training of these remaining employees will be provided within nine (9) 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.

