

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. Additions and new language are **bold and underlined**.

**TEAMSTERS LOCAL 177/UPS (NJ) MECHANICS AND MAINTENANCE COLLECTIVE BARGAINING AGREEMENT**

This Supplement to the National Master UPS Agreement shall apply to all UPS employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Local 177. Except as provided herein, the provisions of the National Master UPS Agreement shall prevail.

**ARTICLE 1.  
RECOGNITION OF UNION AS BARGAINING AGENT  
[No Changes]**

**ARTICLE 2.  
UNION SHOP AND DUES  
[No Changes]**

**ARTICLE 3. Wage Schedule**

~~Upon ratification of the 8/1/18-7/31/23 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), Maintenance Mechanics will receive two hundred seventy five dollars (\$275.00), Helpers and Handymen will receive one hundred twenty five dollars (\$125.00).~~

3.1 Effective August 1, ~~202318~~ and for the period to and including August 1, ~~202823~~:

Helper rate shall be 70% of the prevailing Journeymen Mechanics' rate. Helpers and Handymen will receive all future National Master Agreement wage increases. Handymen rate shall be ~~50%~~ **55%** of the prevailing Journeymen rate.

Classification	Wage Rates				
	<u>8/1/2318</u>	<u>8/1/2419</u>	<u>8/1/2520</u>	<u>8/1/2621</u>	<u>8/1/2722</u>
<b>Journeymen Mechanic (All Trades)</b>	\$45.33	\$46.18	\$46.93	\$47.93	\$50.18
<b>Helpers (Automotive)</b>	<u>8/1/2318</u> \$36.49	<u>8/1/2419</u> \$37.24	<u>8/1/2520</u> \$37.99	<u>8/1/2621</u> \$38.99	<u>8/1/2722</u> \$41.24
<b>Handymen (Maintenance)</b>	<u>8/1/2318</u> \$26.76	<u>8/1/2419</u> \$27.51	<u>8/1/2520</u> \$28.26	<u>8/1/2621</u> \$29.26	<u>8/1/2722</u> \$31.51

Full Time New Hire Wage Progression

See Article 41, Section 5 of the National Master Agreement and Memorandum of Agreement attached hereto.

~~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, ~~202318~~.~~

**Percentage of Wage  
Rate in Effect  
On August 1, ~~202318~~**

**Start \_\_\_\_\_ 85%**  
**plus 18 months \_\_\_\_\_ 90%**  
**plus 24 months \_\_\_\_\_ Top Rate**

**Mechanics in progression on 8/1/2318 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 ~~202318-202823~~ Agreement. See Article ~~3334~~ for Cost of Living Increases.

3.2 Working Foreman

[No Changes]

3.3 Night Differential

[No Changes]

**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 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~~ their 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) hour guarantee: in case of an accident, the Company will provide transportation for the employee to ~~his~~ their 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~~ 750.00 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 overage ends.

3.5

[No Changes]

**3.6 Injury-On-Job Pay**

[No Changes]

**3.7 Handymen**

[No Changes]

**3.8 Helpers**

[No Changes]

3.9

[No Changes]

**3.10 Utility Journeymen**

[No Changes]

**3.11 Pool Journeymen – Automotive**

(a) 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~~ their personal vehicle provided tools can be properly accommodated.

(b) Scheduled vacations, Workmen's Compensation, Disability and other extended absences will be covered by the Pool Man in the automotive department. The Pool Man will work the hours of the person ~~he/she is~~ they are covering at the straight rate of pay until normal overtime provisions apply.

(c) Pool Men will not be assigned fleets so as to be available to properly facilitate the coverage needed.

(d) The Pool Man will stay on their bid hours when not covering.

(e) Automotive Pool Men will select their vacations as per past practice.

(f) Pool Men not covering vacations, Workmen's Compensation, Disability and other extended absences will be assigned to the Main Shop Pool. The main shops presently are Meadowlands, Parsippany, New Windsor and Edison.

(g) All Pool Men bids must be bid Monday to Friday starting after 5:00 AM and before 2:00 PM.

**3.12 Pool Journeymen – Maintenance**

[No Changes]

3.13

[No Changes]

**ARTICLE 4.  
HOURS OF WORK AND OVERTIME**

4.1

[No Changes]

4.2

[No Changes]

4.3 Pay at double the regular straight time rate, shall be paid for work on Sundays when such work is extra work and does not constitute part of the scheduled workweek of the employee. ~~However, a~~ Any employee who attains seniority after July 31, 1987 may be scheduled to work on Sunday at their regular straight time rate of pay. Those employees who are scheduled to work on Sunday as part of their regular scheduled work week will be paid at double the regular straight time rate for their seventh (7th) ~~work~~ day. Any Sunday schedule work pursuant to Article 4 is covered by the above language. The intent of this language is not for an employee to continuously avoid working a 6<sup>th</sup> day, when the 6<sup>th</sup> and 7<sup>th</sup> day opportunities are offered or when DOT hours are available.

4.4

[No Changes]

4.5

[No Changes]

4.6

[No Changes]

4.7

[No Changes]

4.8 Scheduled Work Week

[No Changes]

4.9 Lunch Period

[No Changes]

4.10 Call In On Day Off

[No Changes]

4.11 Early Call In

[No Changes]

**ARTICLE 5. WELFARE PLAN**

[No Changes]

**ARTICLE 6  
RETIREMENT PLAN**

[No Changes]

**ARTICLE 7  
HOLIDAYS**

7.1 A full-time seniority employee shall be paid for the following holidays provided ~~he~~ they works a minimum of two (2) days during the holiday week, one of these days must be the day before or the day after the holiday: New Year's Day, **Martin Luther King Jr. Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve Day and the day after Thanksgiving. Seniority employees who are absent the full week of the holiday week due to illness or Workers Compensation or Disability need not work during the holiday week in order to receive holiday pay. The amount of holiday pay shall be the equivalent of eight (8) hours straight-time pay.

Employees who have attained 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.

Employees will be entitled to a Personal Holiday upon attaining seniority. If the employee elects to work the Personal Holiday they will receive Holiday pay plus double time for all hours worked. If the employee elects to take this Personal Holiday as a day off, ~~he/she~~ they will be paid eight (8) hours and ~~he/she~~ they must notify the Company prior to the Thursday before the week their Personal 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.

7.2

[No Changes]

7.3

[No Changes]

7.4

[No Changes]

**SICK LEAVE**

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

8.2 Regular full time employees with less than one (1) year seniority prior to ~~May 1<sup>st</sup>~~ January 1<sup>st</sup> of each year, shall have earned one (1) day paid sick leave after the first six (6) months, and one (1) day for every six (6) months of service thereafter.

8.3 A cash payment will be made at the end of each year for each day of unused sick leave. The amount of unused sick leave pay shall be equivalent to ~~nine (9)~~ eight (8) hours straight time pay per day.

8.4 In no event will an employee be entitled to more than ~~six (6)~~ seven (7) days sick leave per year.

8.5 An employee who calls in sick and has earned sick days available will be paid ~~his/her~~ their remaining sick leave for the day or days ~~he/she~~ is they are out unless the employee notifies ~~his/her~~ their immediate Supervisor in advance.

8.6 The employees may request payment for any earned unused sick days at the rate of ~~nine (9)~~ eight (8) hours per day after the effective date in lieu of time off.

**ARTICLE 9  
VACATIONS**

9.1

[No Changes]

9.2

[No Changes]

9.3

[No Changes]

9.4

[No Changes]

9.5

[No Changes]

9.6

[No Changes]

9.7

[No Changes]

9.8

[No Changes]

9.9

[No Changes]

9.10

[No Changes]

9.11 Employees may select a maximum of (2) two weeks vacation pay in lieu of time off per year. Employees who utilize this option may elect to have these weeks of vacation pay deposited directly into their 401K accounts should the plan allow for such transfers. Notification for paid vacation weeks will be done prior to posting vacations.

The Company agrees not to reduce the available weeks of weekly vacation from their present levels as a result of Journeymen opting to exercise their right to the above referenced option.

Effective 1/1/24, only fifteen (15) months on either worker's compensation or disability leave can be used to accrue vacation providing the full time employee has at least one year of seniority and shall reset every 15 years.

**ARTICLE 10. DISCHARGE**

[No Changes]

**ARTICLE 11. SENIORITY**

- 11.1 [No Changes]
- 11.2 Layoff [No Changes]
- 11.3 Recall from Layoff [No Changes]
- 11.4 Seniority List [No Changes]
- 11.5 Loss of Seniority [No Changes]

**11.6 Bidding**

(a) 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 (1) hour, any seniority automotive person within the district may apply for such vacancy, new job or new starting time provided ~~he/she~~ they qualifies qualify. The Company and the Union shall agree on such changes.

Each bid shall be posted simultaneously throughout the Locals 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>	<u>Up State</u> <u>Automotive only</u>
Meadowlands	Edison	Parsippany	<u>Spring Valley</u>
Gould Avenue	Tinton Falls	Spring Valley	<u>Chester</u>
Lyndhurst	Staten Island	Chester	<u>New Windsor</u>
<u>Bayonne</u>	Trenton	New Windsor	<u>Palisades</u>
	Lakewood	Mount Olive	
	Cranbury	Bound Brook	
		Saddle Brook	
		<u>Palisades</u>	

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/she~~ qualifies they qualify. 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~~ their previously selected vacation.

(b) Bids shall be posted for a period of five (5) working days. All jobs posted will show starting times and days off schedules. Copies of awarded bids will be maintained in each facility. Once a bid has been awarded, the Company will provide the Union Official or Shop Steward with a copy of the bid.

(c) All bids shall be filled within ten (10) working days of said bid being awarded. There shall be no bidding of jobs during the vacation selection period. The last vacancy shall be filled on a continual rotating basis of one (1) full time qualified transfer, one (1) part time transfer and one (1) off the street new hire.

(d) The number of bids will be according to past practice.

(e) There shall be no bids on starting time changes of one (1) hour or less. In the event the time is changed beyond one (1) hour and a bid is accepted and the starting time reverts back to the original starting time within thirty (30) working days, then the original man in that job goes back.

(f) The above shall not apply in a situation in which there is a large change of personnel from one location to another.

(g) In the case of job abolishment or discontinuance of a bid, the principle of seniority shall apply as follows: the employee affected shall be the least senior employee on the start time. Using ~~his/her~~ their seniority the employee has the choice to displace the lowest senior employee on any start time in any building, in the Local Union's jurisdiction. Each affected employee shall exercise ~~his/her~~ their seniority within ~~his/her~~ their classification, provided ~~he/she is~~ they are qualified to perform the work.

(h) In the event automotive equipment needs repair at Newark Gateway, Ground Support Mechanic will perform necessary repairs during this emergency situation.

(i) The Company shall have the right during the period between Thanksgiving and Christmas of each year to move Journeymen's start times two (2) hours in addition to the provisions provided for in Article 11.6 Subsection (e) as required by the operating needs of the Company. These moves will not be subject to the bidding process as outlined in Article

11.6 above. Any affected Journeymen will not suffer the loss of the night differential due to this provision. Only one (1) move per man will be permitted during this period unless the move is closer to the employees original start time. At the conclusion of this period the affected employees will be returned to his/her their start time.

Utility Journeyman in both classifications will only be permitted to move one (1) hour under this provision. This one hour move will be in addition to the two (2) hour movement set forth provided for in Article 3.9.

It is understood by both parties that if the company chooses to implement this language the change in start time will remain the same for the entire week and will be posted on a weekly schedule.

(j) When a Sunday Hub sort is cancelled or changed from a Sunday through Thursday to a Monday through Friday the affected bids may be changed with the following restrictions:

A) The change may be from a Sunday through Thursday workweek to a Monday through Friday workweek only for those effected Mechanics.

B) When the Hub goes from Sunday through Thursday to Monday through Friday it will be the affected Journeymen's option to work Monday through Friday instead of Sunday through Thursday. If he/she they chooses not to work Monday through Friday he/she they will only be paid the days that he/she they works that week.

C) The affected employee will be notified no later than the Monday prior to week the change will occur.

D) The Company may make the change up to a maximum of five (5) times per calendar year.

E) If the change occurs on three (3) consecutive weeks or the maximum (5) five times per year is exceeded, the Company will meet with the Union to discuss the cause and all known future cancellations and the potential need to re-bid the effected Mechanics job.

This language will apply to Mechanics who are on bids that are scheduled Sunday through Thursday only.

#### 11.7 Transfers

Transfers from any classification covered by this agreement may be requested to any other full time classification in the Collective Bargaining Supplemental Agreement between UPS (New Jersey) and Teamsters Local 177 (known as the package agreement). In addition, transfers will be permitted within the UPS (New Jersey) and Teamsters Local 177 Mechanics and Maintenance Supplemental Agreement. A list shall be prepared of employees requesting said transfers. If a job is not filled through the bidding procedure as outlined in this agreement, it shall be offered to the overall transfer list. Employees will be notified within fifteen (15) working days as to the status of their transfer. The transfer list shall include the location and classification to which an employee wishes to transfer.

The following provisions shall apply to all Automotive and Maintenance Employees:

a. There will be a thirty (30) working day probationary period for Automotive and Maintenance employees who transfer to all classifications.

b. Automotive and Maintenance Employees will be placed on the transfer list using their full time company seniority. Transfers will be limited to three (3) per district per year.

c. If an Automotive or Maintenance Employee transfers, the transferee shall be placed on the seniority list in the classification to which he/she they transferred and his/her their seniority date shall be the date of the transfer for the purposes of bidding jobs, overtime and sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day extra work, etc. However, he/she they shall maintain his/her their company seniority date for the number of weeks vacation, layoff and retirement, etc. Vacation shall be based on full time company seniority.

d. Candidates for transfer must have at least one (1) year of service.

e. When an opening becomes available, the transferring employee may be held in his/her their Automotive or Maintenance position for a maximum of thirty (30) days before being released to his/her their new position.

f. Candidates who desire to put their name on the transfer list to enter the Automotive or Maintenance classifications will be required to satisfactorily complete a pre-qualification process. This pre-qualification process will be the same as the pre-qualification process that new hires off the street will be required to complete. Qualified Transfer candidates will be selected from the transfer list in seniority order.

g. The Company shall fill permanent vacancies on a continual rotating basis; One (1) Full timer off of the qualified transfer list, One (1) Part timer off of the qualified transfer list, One (1) new hire.

h. Part time employees successfully transferring to full time jobs will be considered as newly hired full time employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer. If a holiday falls during their probationary period they shall be paid four (4) hours pay at the part time rate of pay they were receiving at the time of transfer, in addition to all regular earnings for time worked.

i. This language shall not apply to Ground Support Equipment Journeymen. In addition, it will not apply to Apprentices until they have achieved the status of Journeymen and have one (1) year seniority as a Journeyman.

ARTICLE 12. LEAVE OF ABSENCE

12.1

[No Changes]

12.2

[No Changes]

12.3 The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a planned labor seminar, planned convention or serve in any capacity on planned official Union business provided that the Union's written request is made prior to the weekly posting of the day off schedule and written notice is given to the Employer, by the Union, specifying length of time off.

The Employer further agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to serve in any capacity on other official Union Business provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off.

The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to the lack of available employees. A Union member elected or appointed to serve as a Union Official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights and without pay.

ARTICLE 13.  
GENERAL MANAGEMENT PROVISION

13.1

[No Changes]

13.2

[No Changes]

ARTICLE 14. GRIEVANCE AND ARBITRATION

[No Changes]

ARTICLE 15. COMPLETE AGREEMENT

[No Changes]

ARTICLE 16.  
COURT APPEARANCES AND  
COMPENSATION HEARING

[No Changes]

ARTICLE 17. JURY DUTY

[No Changes]

ARTICLE 18. INSPECTION OF RECORDS

[No Changes]

ARTICLE 19. MILITARY CLAUSE

[No Changes]

ARTICLE 20. HARDSHIPS

[No Changes]

ARTICLE 21  
PAY FOR DEATH IN FAMILY

21.1 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 or other bereavement rite, not to exceed four (4) scheduled workdays. 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 work week is five (5) days, and ten (10) times the straight time hourly rate for those employees whose regular scheduled work week is four (4) days.

21.2 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.

21.3 Members of the employee's family means spouse, child, step-child, grandchild, foster or adopted child, father, mother, brother, sister, grandparents, mother-in-law and father-in-law, step, foster or adopted parents. ~~Part-time employees will enjoy the same.~~

21.4 An employee shall be allowed one (1) day off to attend the funeral or other bereavement rite of a sister-in-law, brother-in-law or spouse's grandparents.

ARTICLE 22. MEDICAL ARRANGEMENTS

22.1 [No Changes]

22.2 [No Changes]

22.3 [No Changes]

22.4 The Company will designate local doctors for employees working in the following centers:

<u>Bayonne</u>	Lakewood	Parsippany
Bound Brook	Lyndhurst	Saddle Brook
Chester	Meadowlands	Spring Valley
Cranbury	Mount Olive	Staten Island
Edison	New Windsor	Tinton Falls
Gould Ave	<u>Palisades</u>	Trenton

In the event the Company, pursuant to this Article, required employees working in these centers to submit to an examination by a Company doctor (except in compensation cases) the employee will be sent to such local doctors.

ARTICLE 23. POSTING OF NOTICES

[No Changes]

ARTICLE 24. STEWARDS

[No Changes]

ARTICLE 25. MAINTENANCE OF STANDARDS

[No Changes]

ARTICLE 26. PROTECTION OF RIGHTS

[No Changes]

ARTICLE 27. SEPARABILITY AND SAVINGS

[No Changes]

ARTICLE 28. TRANSFER OF COMPANY TITLE OR INTEREST

[No Changes]

ARTICLE 29. UNIFORMS

[No Changes]

ARTICLE 30. APPRENTICES

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 (24) months.

30.2 An Apprentice shall start at ~~sixty per cent (60%)~~ seventy percent (70%) of the Journeymen's rate per hour and shall be increased ~~ten per cent (10%)~~ five percent (5%) per hour at the end of each ~~4,000 hours worked~~ six (6) month period. The Company, the employee and the Union Shop Steward will meet no less than every six (6) months during the training period to discuss the employee's progress and/or any areas of deficiency.



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 and a hands on evaluation. Upon passing the Journeymen's written test and a hands on evaluation 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.

30.6 The purpose of training the Apprentice is to help them develop into well rounded Craftsmen who will qualify for Journeymen Mechanics positions. In addition to learning mechanical skills, the apprenticeship program will provide the Apprentice with the job responsibilities and training to perform preventative maintenance, inspections and mechanical and electrical repairs of buildings and equipment.

30.7 In no event will a Journeymen Mechanic be displaced as a result of an Apprentice nor will apprentice training be used to avoid overtime. Apprentices shall not be used to cover vacations or absences of Journeymen Mechanics. Apprentices will not be scheduled if a Journeymen Mechanic is not scheduled.

ARTICLE 31.  
LIE DETECTOR TEST

[No Changes]

ARTICLE 32. SUBCONTRACTING

[No Changes]

ARTICLE 33. SUPERVISORS WORKING

[No Changes]

ARTICLE 34. COST-OF-LIVING

[No Changes]

ARTICLE 35. TRAINING PROGRAM

35.1 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.

(a) 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.

(b) 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.

(c) Special tools needed to work on new equipment will be supplied by the Company, in addition to all factory training manuals, troubleshooting guides and schematics when available.

35.2 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:

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

(b) 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~~ their bid hours to provide training to other employees, or if the trainee is taken off ~~his/her~~ their hours to be trained, the employee who is working off ~~his/her~~ their 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)~~ five dollars (\$5.00) per hour for the entire day above the rate in the classification in which they work.

(c) 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 six (6) months of the completion of each particular training program.

(d) 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 36. TOOL INSURANCE

[No Changes]

**ARTICLE 37. DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until July 31, 2028~~23~~, 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.

Robert Cherney  
President, IBT Local 177

Chris McMiller  
UPS – Garden State District Labor

Doug Connon  
Trustee, IBT Local 177

Matt Loughlin  
UPS –East Region Labor

Shannon Bohal  
Business Agent, IBT Local 177

Mike Sherry  
UPS – North Atlantic Labor

Dan Gross  
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Tara Ancona  
UPS – North Atlantic Labor

Jason How Chung  
UPS – North Atlantic Labor

Brian Holleran  
UPS – North Atlantic Labor

Angelo Angieri  
UPS – North Atlantic District

Paul Bendixen  
UPS – North Atlantic District

Gene Aschoff  
UPS – North Atlantic District

O'Donald Clark  
UPS – North Atlantic District

Memorandum of Agreement

This Memorandum will confirm that the progression for employees entering a mechanics job after August 1, 2023 shall be set forth in Article 41, Section 5 of the National Master Agreement, Mechanics Progression. Mechanics who are in Progression as of the date of ratification of the contract shall be slotted into the aforesaid progression.

Union Representative

Name: Robert Cherney

Date: 7/28/23

President, IBT Local 177

Company Representative

Name: Steve Radigan

Date: 7.28.23

Garden State Labor Director

Memorandum of Agreement

[No Changes]

Memorandum of Agreement

[No Changes]

Memorandum of Agreement

[No Changes]

Memorandum of Agreement

For the life of the ~~2018-2023~~ – 2028 Mechanics and Maintenance Collective Bargaining Agreement, ~~United Parcel Service~~ UPS has ~~agreed to offer the~~ will continue to offer 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. Should any full-time employee choose to complete a Feeder School other than the Company sponsored Feeder School, UPS will reimburse the employee upon successful completion of the school at the prevailing rate of the current Company sponsored Feeder School. 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 exists, 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.

Robert Cherney  
President, IBT Local 177

Chris McMiller ~~Steve Radigan~~  
UPS –North Atlantic District

Memorandum of Agreement

[No Change]

MEMORANDUM OF AGREEMENT

This Memorandum will confirm that the progression for employees entering a mechanics job after August 1, 2023 shall be set forth in Article 41, Section 5 of the National Master Agreement, Mechanics Progression. Mechanics who are in Progression as of the date of ratification of the contract shall be slotted into the aforesaid progression.

UNION REPRESENTATIVE

Name: Robert Cherny

Date: 7/28/2023

President, IBT Local 177

COMPANY REPRESENTATIVE

Name: [Signature] mcm/6

Date: 7.28.23

Garden State Labor Director