

**Teamsters  
Southern Region  
and  
Trailer Conditioners, Inc.  
(T.C.I.)  
Supplemental Agreement  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

**For The Period  
Upon Ratification through July 31, 2018**



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## **Agreement**

This contract is made and entered into by and between the Southern Region of Teamsters hereinafter referred to as the “Union” and Trailer Conditioners, Inc., Hereinafter referred to as the “Employer”.

Parties to this Agreement, desiring to promote harmony and cooperation between them and to insure the most efficient operation of TCI, hereby mutually agree as follows:

### **ARTICLE 1 – RECOGNITION AND CHECKOFF**

#### **Section 1 – Recognition**

- (a) The Employer recognizes and acknowledges that the Southern Region Union Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all Employees of the Employer in covered classifications. The employees and Unions covered under this Agreement shall constitute one (1) bargaining unit.
- (b) When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. If employees are hired through an employment agency, the Employer shall pay the employment agency fee, if any, due from the employee. However, if the Union has been given equal opportunity to furnish employees, as provided herein, and if the employee is retained through the probationary period, this fee need not be paid until the thirty-first (31<sup>st</sup>) day of employment.
- (c) The Employer agrees to recommend to all new employees that they become members of the Union and maintain their membership during the life of the agreement.

#### **Section 2 – Dues Check-off**

The Employer agrees to deduct from the pay of all employees covered by this agreement,

The dues, initiation fees and/or uniform assessment of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of each month for which the deduction is made. Union dues deductions shall be made from vacation checks when employees are on vacation during the week in which such Union dues deductions are made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance. Dues shall be deducted during the first (1<sup>st</sup>) week of the month and be remitted to the Local Union prior to the end of the same month. On written request of the employee, payroll deductions will be made to purchase US Savings Bonds for said employee.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis, in one (1) check, the total amount deducted along with name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessment owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first (1<sup>st</sup>) paycheck following receipt of statement of certification of the member and remit to the Local Union in one (1) lump sum. It is further agreed that the Employer shall add to the list submitted by the Local Union the names of all new employees and those hired since the last list was submitted and delete the names of employees who are no longer employed. The above shall be the practice unless otherwise mutually agreed upon.

The Employer and the Union agree to meet to review the deduction and remittance of union dues upon request by either party.

## **ARTICLE 2 – Stewards**

The Employer recognizes the right of the Local Union to Designate Job Stewards and Alternates from the Employer's seniority list. The authority of Job Stewards and Alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the Employer or the designated Employer's representative in accordance with the provisions of the Collective Bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Local Union action; and
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - (1) Have been reduced to writing; or
  - (2) If not reduced to writing, are of a routine nature and do not

involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the Designated Alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement, he/she may be singled out for more serious discipline, up to and including discharge. The Job Steward or the Designated Alternate shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without interruption of the Employer's operation: and where mutually agreed to by the Local Union and Employer, off the property or other than during their regular schedule, without loss of time or pay, such time spent in handling grievances during the Job Steward's or the Designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the Designated Alternate. The Employer recognizes the employee's right to be given requested representation by a Steward, or the Designated Alternate, at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another Steward, or the Designated Alternate, at such time as the Steward reasonably contemplates disciplinary action.

Job Stewards, or Designated Alternates, shall be allowed to wear an identifying steward's badge, provided by the Union, at all times while on the Employer's premises.

### **ARTICLE 3 – INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's



establishments during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

## **ARTICLE 4 – MANAGEMENT**

The management of TCI and the direction of the working force, including the right to hire, discharge, discipline, promote, transfer, maintain order and efficiency, decide the machine and tool equipment, the products, methods, schedules of production, the processing of repairing, manufacturing and assembling together with all designs and engineering, and the control of raw material, semi-manufactured and finished parts which may be incorporated into the product, shall be vested exclusively with the Employer.

It is expressly agreed and understood, however, that the provisions of the Article shall not be so construed as to deprive the Union of its right to submit to the grievance procedure provided in Article 8 hereof, any dispute with reference to order of layoff, suspension or discharge or promotion or employee's within the Bargaining Unit.

In order to provide covered employees with the maximum job security:

- (a) For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees to make every reasonable effort to have such work which is customarily performed by the bargaining unit performed by the bargaining unit within their respective classification.

Reasonable effort shall include the offering of overtime work to the bargaining unit. The employees must be qualified and available to perform the work.

- (b) The work of the bargaining unit will be performed only by employees in the bargaining unit with the exception and understanding that other employees not in the bargaining unit may perform such work to maintain safe operation and the training or instruction of certain personnel for the Employer, provided the employees in the bargaining unit are not deprived of hours of work they normally would otherwise have.

- (c) The Employer reserves the right to make, publish and amend rules which do not conflict with the terms of the Agreement. Any violation of such rules may result in discipline including discharge as the Employer may determine, subject, however, to the grievance procedure.

## **ARTICLE 5 – SENIORITY**

### **Section 1 – Seniority Rights**

Seniority, as measured by length of continuous service with the Employer, shall prevail as spelled out in this Agreement at all times.

The Employer agrees to post an updated seniority list at least every six (6) months. Full time and part time employees by classification shall be on separate lists, in each location for that location with a copy to be sent to the Local Union. Any protest to the seniority list must be made in writing, with a copy of the Employer and the Union, within thirty (30) days.

From the date of posting of the seniority list. In the event no protest is made, the seniority list, as posted, shall be considered correct and final. Controversies regarding seniority dates shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure set forth in this Agreement.

Seniority shall be given consideration when assigning work in each classification. Any alleged abuse of the employee's seniority rights shall be subject to the grievance procedure.

### **Section 2 – Probationary Period**

A new employee shall work under the provisions of the Agreement but shall be employed only on a thirty (30) working day trial basis, during which period the employee may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. On the thirty-first (31<sup>st</sup>) working day within a ninety (90) consecutive day period, the

employee shall be placed on the regular seniority list and the employee's seniority date shall be the first day worked with the ninety (90) day period.

### **Section 3 – Bargaining Unit Work**

The work of supervisors will not include assignments to work normally performed by Union members, except for the purpose of training and demonstration. Supervisors will not perform Union members' work until after all reasonable efforts have been exhausted to have the work covered. However, in cases of unexpected absentees or to complete work schedules, supervisors may perform such Union members' work as necessary to complete that day's (or night's) work schedule, provided that no bargaining unit employee is present, available, and qualified to perform such work.

### **Section 4 – Classifications**

Classifications shall be as follows:

Trailer Repair Person  
Utility Person  
Part-Time Person

Trailer Repair Person can perform any bargaining unit work.

Utility Person can perform unskilled work.

### **Section 5 – Annual Bid**

- (a) Employees, in order of their seniority within their classification, shall have the right to select their start time and work week annually from the schedule posted by the Employer.
- (b) The schedule shall be posted on the first (1<sup>st</sup>) Monday in October and shall remain posted for one (1) week before bidding.
- (c) The schedule of start times and work week shall become effective on the first (1<sup>st</sup>) Monday in November, unless otherwise mutually agreed.

## **Section 6 – Job Vacancy or New Job Opening**

When a new or permanent vacancy occurs, it shall be posted for bid within five (5) working days. The bid shall remain posted for seven (7) working days. The opening shall be filled by the senior qualified bidding employee in that classification on the first (1st) Monday following the completion of the bid. This shall be limited to three (3) moves.

The resulting vacancy will be bid to all other qualified employees. This vacancy will then be bid within the classification to facilitate shift changes. This will also be limited to three (3) moves.

There shall be no down bidding.

The fourth (4th) open job created by the move of the successful bidder shall be filled by the Employer. If no one bids on an opening it will be filled by the Employer.

Length of service shall also be recognized in promotions within the Bargaining Unit, but in these matters, if qualifications are equal, seniority will prevail.

## **Section 7 – Trailer Repair Training and Its Application**

Full-time employees who are interested in qualifying for the Trailer Repair Classification should so notify the Employer in writing. Such employees will be permitted the opportunity to participate in the Employer Trailer Repair Qualifying Program. The duration of the Trailer Repair Qualifying Program shall not exceed six (6) months. Employees participating in this program will be paid his/her current rate of pay or Repair Classification Start Rate whichever is the greater of the two. Employees that fail to qualify will not be afforded the opportunity to participate in the Trailer Repair Qualifying Program until after one (1) year or after all employees on the seniority list, at that time, have had the opportunity to qualify.

Permanent trailer repair classification openings will be filled from the list of qualified employees in seniority order.

In the event no employee on the list of qualified employees elects to fill an opening, the junior employee on the list must fill the opening.

Utility employees who bid to a repair person classification will be paid his/her current rate of pay until such time as the calculated progression rate exceeds his/her rate of pay. The transfer date will become his/her repair person start date for the purpose of applying the wage progression.

## **Section 8 – Layoff and Recall**

The Employer accepts the principle of seniority in layoffs and recalls. In order to move from one classification to another in order to avoid layoff, the employee must be qualified to perform the other work, have more overall company seniority than the least senior employee in the other classification and take the job of the least senior employee in the other classification. The Employee shall receive the appropriate rate of pay of the job being performed.

The employer will give twenty-four (24) hours prior notice in the event of a layoff. Notices of layoff do not apply during an emergency where conditions beyond the Employer's control compel interruptions or delays in operations caused by strikes, sleet or snow, ice or flood, or similar catastrophe.

Seniority shall be broken only by discharge, voluntary quit, layoff for a period of three (3) years from the last date of employment, failure to respond to notice of recall, or unauthorized leave of absence. Absent for three (3) working days from work without notifying the employer, unless the employee presents a certificate from a physician, certifying that it was a physical impossibility to so notify the Employer.

The employee must report for work within five (5) working days when recalled by the Employer by certified mail directed to his/her last address appearing on the Employer's records, the above time shall begin with the postmark of the certified letter of recall provided. No employee shall lose seniority if failure to report for work is caused by sickness or accident and the Employer is notified within two (2) days of this condition after receipt of notification.

## **Section 9 – Change of Address**

Employees shall notify the Employer and the Local Union in writing of any change of address within three (3) working days after such change has been affected. The Employer shall acknowledge in writing that such notice has been given. Should any question arise regarding an employee's address, the last address appearing on the Employer's records shall be considered true and correct.

## **Section 10 – Mechanic Positions at UPS**

TCI employees will be offered the opportunity of filling open Mechanic positions at UPS facilities that are within a fifty (50) mile radius of their TCI facility before an outside hire. The employee must meet the same pre-employment qualifications, as would an outside hire and successfully complete thirty (30) working days within a one hundred and twenty (120) consecutive days probationary period. Once an employee successfully qualifies, they will not be allowed to return to TCI. Seniority will be on a Center basis and by job classification. Employees who fail to successfully qualify will be returned to their previous positions within TCI with no loss of seniority. An employee who fails to qualify shall not be allowed the opportunity for another position as a UPS mechanic for one (1) year. No employee will be afforded more than two (2) opportunities to qualify.

In regards to their rate of pay, these employees will be treated the same as an outside hire and are to follow the progression schedule below:

The rate in effect on July 31, 2013 for UPS mechanics will be used to calculate the progression rates for the life of this agreement.

	Rate in effect on July 31, 2013
Start	70%
Seniority	75%
Seniority Date plus one (1) year	80%
Seniority Date plus eighteen (18) months	90%
Seniority Date plus two (2) years	Top Rate

## **ARTICLE 6 – CLOSING OR OPENING**

Should an existing TCI location permanently close and the work transferred to another TCI facility in the Southern Region of Teamsters jurisdiction, the Employer will permit those qualified affected employees in seniority order from the closed location a one time opportunity of employment in the TCI facility where the work was transferred before hiring new employees. Should a TCI employee relocate to the TCI facility, the employee will retain his/her original seniority date for benefit and retirement purposes.

## **ARTICLE 7 – LEAVE OF ABSENCE**

### **Section 1**

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both Union and the Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee may make suitable arrangements for the continuation of health and welfare and pension payments before the Leave may be approved by either the Local Union or the Employer.

### **Section 2**

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 labor convention or serve in any capacity on other official 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 it 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 lack of available employees.

### **Section 3**

When an employee's operating privilege or license has been suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, the employee will be assigned other inside work within their classification but not for a period longer than two (2) years, provided that such suspension or revocation was not the result of driving under the influence of narcotics and further provided the driver whose operating privilege or license has been suspended or revoked notifies the employee's immediate supervisor before the employee's next report to work of such suspension or revocation. The above provision need apply only to the first (1st) suspension or revocation.

### **Section 4**

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to perform her normal duties until she is able to return to her normal duties and maternity leave must comply with applicable state laws.

It is further understood that paternity leave for a male employee whose spouse is pregnant shall be granted leave with no loss of seniority for each pregnancy for a period not to exceed one (1) week's time to commence from the day prior to date of birth.

### **Section 5**

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism or substance abuse. The leave or absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of ninety (90) days, unless extended by mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such leave, the employee shall not receive any of the benefits provided by this Agreement, except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.



If an employee voluntarily enters such a rehabilitation program, under the provisions of this Article, the following shall apply:

1. Before returning to work, the Employer shall ensure that the employee is “alcohol/drug free”, based on a alcohol/drug test that shows no positive evidence of the presence of alcohol, a drug or drug metabolite in the person’s system.
2. Within one (1) year of the date on which an employee returns to work, the employee may be subject to unannounced alcohol/drug testing, as specified in the return to work agreement. The one (1) year period may be extended only by the SAP and must be substantiated by written verification of the SAP.
3. Unannounced alcohol/drug testing for the above-mentioned employee, if required, shall be determined by the after-care treatment professional, in consultation with the SAP, as provided in this Article. The date, time and place of collection for alcohol/drug testing, if required, shall be determined by the SAP.
4. Failure to comply with the after-care treatment plan or a positive specimen as part of the after-care treatment plan will result in discipline pursuant to Article 11.

All alcohol/drug treatment agreements including pre-care, after-care and return to work agreements entered into shall be confidential and signed by the employee and the SAP overseeing the treatment program and must have been approved by the Local Union official/business agent prior to the employee’s signature. The post-care agreement shall comply with all provisions of this Article.

The Employer agrees to recognize the employee’s rights to privacy and confidentiality while being party to such an agreement. The Employer agrees that in all circumstances the employee’s dignity will be considered and all necessary steps taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

## **Section 6**

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

## **Section 7**

### **Family and Medical Leave Act (FMLA)**

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of thirty-six (36) months and accrued at least 625 paid hours during the past twelve (12) months is eligible for unpaid leave as set forth below, except that the amount of leave allowed will be computed at one half (1/2) of the time provided by the FMLA.

Eligible employees are entitled up to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;
2. Adoption, or placement for foster care;

3. To care for a spouse, child, or parent of the employee due to a serious health condition;
4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave. The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the 12/6 week leave period.

The employee is required to provide the Employer with at least thirty (30) days advanced notice before FMLA leave begins if the need for leave is foreseeable, the employee is required to give notice as soon as practical. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

The provisions of this section are in response to the Federal Act and shall not supersede any State or Local law which provides for greater employee rights.

## **ARTICLE 8 – GRIEVANCES**

Should any difference arise between the Employer and the Union or any employee or group of employees, it shall be settled in accordance with the following procedure:

All grievances to be considered must be reported in writing and taken up with the Employer within a period of five (5) working days.

- Step 1. Any grievance arising between an employee or employees and the Employer, shall be taken up by the Union Steward and the employee with the Employer. The Employer shall give his/her written disposition of the

grievance within five (5) working days with a copy given to the Union Steward. The Union and the Employer agree not to delay this process.

- Step 2. If a satisfactory settlement was not reached in the preceding Step, the grievance shall be taken up by the Business Representative of the Union with the Employer and shall give his written disposition of the Grievance within ten (10) working days.
- Step 3. The parties agree that the prompt resolution of any grievance is necessary. A grievance not resolved in Step 2 shall be referred to the Trailer Conditioners Grievance Committee. An equal number of representatives for the involved local unions and TCI management will comprise the Committee co-chaired by representatives of both parties. The committee will meet monthly concurrent with the Southern Region Area Parcel Grievance Committee (SRAPGC).

Any decision or interpretation reached and agreed to as a result of the application of any one of the preceding steps shall be binding on all parties hereto providing it is not in conflict with this Agreement. The Employer's disposition on any grievance or complaint, if not appealed by the Union Representative from any one of the foregoing steps to the next step within ten (10) working days from the date of the disposition, shall be considered settled on the basis of the last Employer's disposition and not subject to further appeal.

All monetary settlements reached in any of the preceding steps shall be paid within ten (10) working days of the settlement.

## **ARTICLE 9 – ARBITRATION**

A grievance not resolved in Step 3 shall be referred to arbitration by either party, as hereinafter set out:

- (a) The TCI Manager or Designated Representative and/or the Business Representative of the Union shall within ten (10) working days after appeal from Step 3 request the Director of the Federal Mediation and Conciliation Service to submit a

panel of five (5) arbitrators from which a single arbitrator shall be selected to hear the dispute. They shall, within five (5) working days after receipt of such panel, select the arbitrator by agreement, or failing agreement, by striking names. The arbitration hearing shall be held at earliest possible date acceptable to the arbitrator, Union and Employer and none of the aforementioned parties shall delay the hearing date.

- (b) The decision and findings of the arbitrator which must be reached in thirty (30) calendar days of the completion of the hearing, shall be final and binding upon the parties hereto, and there shall be no strike, slowdown, curtailment or interruption of operations, nor lock-out as a result of such decision.
- (c) The arbitrator shall be empowered to rule on all disputed matters pertaining to this Agreement, provided, however, that he/she shall have no power to add to, subtract from, modify any terms of this agreement, or any other written agreement made supplementary hereto. Any case appealed to the arbitrator on which he/she has no power to rule shall be turned back to the parties without decision or recommendation.
- (d) The cost of the arbitrator will be borne equally by the Employer and the Union. The Employer and the Union agree that the provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination, and in carrying out their respective obligations under this agreement neither party will discriminate against any employee because of such individual's race, color, religion, age, sex, or national origin, in violation of any Federal Law or State law or legal Union activities.

## **ARTICLE 10 – STRIKES AND LOCK-OUTS**

Continuous and uninterrupted operation by the Employer and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of grievance, being essential considerations for this agreement, it is agreed that the Union and its Members, individually and collectively, will not, during the term of this Agreement, cause, permit or take part in any strike, picketing, sit-down, stay-in, slowdown, or other curtailment

or restricting of production nor interference with work in or about the Employer's premises. Correlative with this provision, the Employer agrees not to engage in a lockout.

The Employer agrees that it will not hold the Union liable for damages resulting from violation of this Article, provided that in the event of an unauthorized work stoppage for slowdown or strike in any form, an authorized representative on the Union, upon request of the Employer, shall be public notice disavow the stoppage and order the members of the Local to return to work at once. It is further agreed that in all cases of an unauthorized strike, slowdown in production, walkout, or any unauthorized cessation of work, the Union shall immediately undertake every reasonable means to induce such employees to return to their jobs during such period of unauthorized work stoppage or work mentioned above.

However, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of discipline short of discharge, and such employees shall not be entitled to nor have any recourse to any other provisions of this Agreement.

After the first twenty-four (24) period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, our any other cessation of work, and such employees shall not be entitled to nor have any recourse to any other provisions of this Agreement.

The Union of the Employer agree that it shall not constitute a breach of the Agreement for any employee or Union member covered herein to refuse to cross a picket line which is recognized by the Southern Region of Teamsters, if such refusal does not constitute a violation of applicable Laws or statutes, either State or Federal.

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

With regard to discharges and suspensions, an employee shall be considered "innocent until proven guilty", and shall be allowed to work on his job, with pay, until such time as a determination with

regard to the discharge or suspension has been reached by the grievance procedure. With respect to discharge and/or suspension, the Employer shall give at least one (1) warning notice of a complaint against such employee to the employee, in writing, and a copy of same to the Union, except that no warning notice be given to an employee before she/he is discharged and/or suspended if the cause of such discharge and/or suspension is dishonesty or drunkenness, fighting, or the drinking of intoxicating liquors or taking illegal drugs while on duty, or the carrying of or keeping of or under the influence of intoxicating liquors or illegal drugs on the Employer's premises or the refusal to take drug and alcohol tests due to probable suspicion or otherwise covered under State and Federal Laws, or other causes of extreme seriousness. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. The Union reserves the right to protest warning notices. Discharge must be by proper written notice to the Employee and the Union.

## **ARTICLE 12 - BULLETINS AND NOTICES**

The Employer agrees to provide suitable space for the Union bulletin board in a Noticeable area, the exact location, however, shall be determined by the Employer. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead or Titan Messages. There shall be no other general distribution of posters, pamphlets, advertising, political matter, notices of any kind, or literature upon the Employer's property by the Union nor by any employee.

## **ARTICLE 13 - HEALTH & SAFETY**

The Employer and the Union agree the safety of the employees and the general public is of the utmost importance. The employer will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

If the Employer requires a pre-employment examination by the Employer's doctor the Employer shall pay all doctor's fees, regardless of whether for pre-employment examination or for any periodical or routine examination during the tenure of the employee's service, if required by the Employer. The Employer shall not pay for any time

spent in the case of applicants for jobs, but shall be responsible to other employees only for the time spent at the place of the examination where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2) hours. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within thirty (30) days whose opinion shall be final. The expense of the third physician shall be equally divided between the Employer and the Union.

An employee hurt while working in the plant shall be furnished medical attention by the Employer immediately and shall be paid for the balance of the shift, overtime excluded. Should the attending physician schedule additional appointments for such employee during their regular scheduled shift and if they are not on medical leave of absence, they shall be paid their regular rate for time lost from work due to keeping such appointments, for a maximum of two (2) such appointments.

The Employer and employees agree to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide Worker's Compensations protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

Safety glasses provided by the Employer will be replaced as necessary. For those Employees who need to wear prescription glasses, the Employer will provide safety prescription glasses to this employee free of charge and replace, with no more than one pair per contract year.

The Employer and the Union agree to comply with all provisions of the Americans with Disability Act.

## **ARTICLE 14 - WAGES**

The rate of pay for the various classifications of work and other pro-



visions incidental to wages, pursuant to article 39, Section 13 of the Teamsters/UPS National Master Agreement are set forth in Appendix "A" attached hereto and made a part hereof.

The rate of pay for any new classification established during the life of this Agreement shall be fixed by mutual agreement between the Employer and the Union.

Any individual hired as a part time employee shall, when reporting to work as scheduled, Be guaranteed a minimum of three (3) hours work or pay. Any part time employee who subsequently becomes a regular full time employee shall be considered a newly hired full time employee for all purposes. Seniority part time employees shall receive holiday and vacation benefits based on three (3) hours pay per day.

The Employer agrees that during the life of this Agreement all conditions of employment relating to wages overtime differentials and hours of work shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

### **Section 1**

The purpose of this Article is to outline the normal hours of work and to provide the basis for computing overtime payments and shall not be construed as a guarantee of, nor limitation of, hours of work per day, per week or per year.

The work week will be one of the following:

- (a) Eight (8) hours for full time employees, exclusive of personal time shall constitute a normal work day. Forty (40) hours any consecutive five (5) days worked in any (7) day period, shall constitute a normal work week.

- (b) Ten (10) hours for full time employees, exclusive of personal time, shall constitute a normal work day. Four (4) days of ten (10) hours in any five (5) day period shall constitute a normal work week.
- (c) The hours of work each day shall be worked in uninterrupted succession. The work week may be changed by the Employer from one to the other as operating conditions may demand, provided however, that the employee shall receive one (1) weeks notice of such a change.
- (d) When an employee performs work in a higher classification, other than training, the employee will receive the higher classification rate of pay for the actual hours worked in the higher classification.

## **Section 2**

Time and one-half will be paid for all hours worked by an employee:

- (a) Over eight (8) hours in any one calendar day for those employees on an eight (8) hour schedule.
- (b) Over ten (10) hours in any one calendar day for those employees on a ten (10) hour schedule.
- (c) Over forty (40) hours in any one (1) week.
- (d) On the sixth consecutive report for a five (5) day eight (8) hour schedule. On the fifth (5th) report for a four (4) day ten (10) hour schedule.

Double time will be paid for the seventh (7th) report for a 5 day 8 hour schedule; and for the sixth (6th) report for a 4 day 10 hour schedule.

It is understood that no time shall be subject to the application of more than one (1) overtime provision.

No employee shall be asked or required to be laid off during their

regular hours to equalize time due to the employee having worked overtime.

When a job requires overtime, the Employer will offer the overtime by seniority to qualified employees within the classification. The completion of work already started even though it extends into overtime, is excluded from this provision.

In the event no senior employee elects to perform any of the aforesaid work, it will be assigned to the most junior qualified employee within the classification, who must accept the assignment.

## **ARTICLE 16 - REPORTING PAY - FULL TIME EMPLOYEE**

A minimum of eight (8) hours work or eight (8) regular hours pay will be given to any Employee on a five (5) day work week per Article 15, Section 1(a) or minimum of ten (10) hours work or ten (10) hours pay will be given to an Employee on a four (4) day work week per Article 15, Section 1(b) when reporting for work at their regularly scheduled starting time unless notice is given at the employees' address appearing on the Employer's records not to report, or, they are notified (a) verbally or (b) by notice appearing on the Employer's bulletin board the previous working day not to report or (c) if the employee breaks his guarantee. This provision shall not apply in cases of labor disputes nor other conditions beyond the control of the Employer or when employees are voluntarily absent from the shop at the time general written or verbal notification is given of a shutdown or partial shutdown. If the Employer cannot use an employee in their regular capacity, it may avail itself of their services on other types or work for such minimum periods or any portion thereof at their regular rate. Any employee, who has completed their regular day's work and has left the shop, who may be recalled for emergency work and reports for such work shall receive a minimum of two (2) hours work or two (2) hours pay at applicable overtime rate.

## **ARTICLE 17 - VACATIONS**

Each employee shall receive an annual vacation with pay in accordance with the following schedule provided:

- (a) Has a minimum seniority of one (1) year.
- (b) Has worked no less that one hundred fifty-six (156) reports for employees on a five (5) day work week or one hundred twenty-five (125) reports for full time employees on a four (4) day work week during the calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) immediately preceding the anniversary date of employment.
- (c) Employee's eligibility for vacation will be determined as of December 31<sup>st</sup> of the preceding calendar year in accordance with the following schedule:

Seniority	Full-Time Vacation	Part-Time Vacation
1 year	40 hours	15 hours
2 or more	80 hours	30 hours
10 or more	120 hours	45 hours
15 or more	160 hours	60 hours
20 or more	200 hours	75 hours

Employees with two (2) or more years of seniority will be permitted at vacation selection time to select one (1) week of their vacation to be taken in single day increments. These days are to be mutually agreed upon.

- (d) To earn a vacation in the first year of employment, an employee must have worked no less than one hundred fifty-six (156) reports for employees on a five (5) day work week or one hundred twenty-five (125) report for full time employees on a four (4) day work week, prior to December 31<sup>st</sup>, but need not be employed the full calendar year. These employees will then enjoy a January 1<sup>st</sup> eligibility date of that year. If the employee does not attain the qualifying reports during the first year, they will have a January 1<sup>st</sup> vacation eligibility date for the following year.

Seniority full-time employees who work a five (5) day work week and worked less than one hundred and fifty-six (156) reports during the prior calendar year, will be entitled to a pro-

rata vacation day for each fifty-three (53) reports times the number of weeks of vacation the employee would be eligible for based on their years of seniority.

Seniority full-time employees who work a four (4) day work week and worked less than one hundred and twenty-five (125) reports during the prior calendar year, will be entitled to a pro-rata vacation day for each forty-three (43) reports times the number of weeks of vacation the employee would be eligible for based on their years of seniority.

- (e) Vacation pay will be paid at the time of the employee's vacation and will be based on his/her regular straight time hourly rate then in effect.
- (f) Vacation shall be taken by the employee entitled thereto at a time of his/her choosing provided it is convenient to the production schedule of the Employer. Vacation selections shall be by seniority within the classification and shift. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation each week. Vacation schedules, by classification, shall be posted on the first Monday in October and remain posted for one (1) month. The employees in the top twenty-five (25%) percent of the seniority list must select their vacations during the first week of the posting. Employees in the next twenty-five (25%) percent must select their vacations during the second (2<sup>nd</sup>) week of the posting. Employees in the next twenty-five (25%) percent must select their vacations during the third (3<sup>rd</sup>) week of the posting. Employees in the last twenty-five (25%) must select their vacations during the last week of the posting. All unused vacation time will be paid off by December 31<sup>st</sup> of each calendar year.
- (g) The estate of a deceased employee will receive such employee's vacation pay provided the employee would otherwise have been eligible for such vacation pay.

When an employee quits or is discharged, he/she shall be entitled to all earned vacation pay for which he/she may have been eligible and which has not yet been received.

If a holiday falls during an employee's vacation, the employee shall be paid an extra eight (8) hours for full time or three (3) hours for part time at straight time pay, plus their regular vacation pay.

## **ARTICLE 18 – HOLIDAY**

Each full time seniority employee covered by this Agreement will be paid for eight (8) hours, three (3) hours for part time employees, at his/her regular straight time hourly rate for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve Day, when work is not performed thereon, provided:

- (a) There shall be two (2) personal holidays for employees who have worked on hundred and fifty-six (156) reports for those employees whose regular scheduled work week is five (5) days, and one hundred twenty-five (125) reports for those employees whose regular scheduled work week is four (4) days, during the previous calendar year. Personal holiday not taken will be paid off at the end of each calendar year to all eligible employees.
- (b) Effective January 1, 2004, there shall be one (1) additional personal holiday for those employees who worked one hundred and fifty-six (156) reports for those employees whose regular scheduled work week is five (5) days, and one hundred and twenty-five (125) reports for those employees whose regular scheduled work week is four (4) days, during the previous calendar year.

Effective January 1, 2007, there shall be one (1) additional personal Holiday for those employees who worked one hundred and fifty-six (156) reports for those employees whose regular scheduled work week is five (5) days, and one hundred and twenty-five (125) reports for those employees whose regular scheduled work week is four (4) days, during the previous calendar year.

Personal holidays not taken will be paid off at the end of each calendar year to all eligible employees.

- (c) All full time regular employees shall receive eight (8) hours, three (3) hours for part time employees, pay at the employee's regular hourly rate, provided employees work the regular scheduled work day before the holiday and the regular scheduled work day after the holiday, or unless the employee is off due to a bonafide illness or injury or excused by Management.
- (d) An employee who may be laid off, or whom may return from a layoff in the work week prior to, the work week of, or the work week following the holiday, shall receive holiday pay.
- (e) Employees attaining seniority after the date of ratification will be eligible for holidays when they complete one year of employment after attaining seniority.

When any of the above holidays fall within an eligible employee's approved vacation period and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he/she shall receive an extra day's pay.

Employees on a (4) 10 hour work schedule will receive ten (10) hours pay at their regular hourly rate except when holidays fall on a non-scheduled work day in which case they receive eight (8) hours of straight time pay.

In the event that any employee is required to work on one of the aforementioned holidays, they shall receive double time for the work performed, and shall additionally receive the holiday pay as herein provided.

For purposes of calculating overtime pay, any of the above holidays which falls on a regularly scheduled work day shall be considered eight (8) hours on a five (5) day eight (8) hour shift and ten (10) hours on a four (4) day ten (10) hour shift worked during that week.

When any of the above mentioned holidays falls on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid at the holiday rate.

All full time and part time seniority employees are entitled to holi-

day pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within the first six (6) months of absence due to occupational injury.

## **ARTICLE 19- FUNERAL LEAVE**

An employee will be granted a maximum of three (3) days funeral leave in the event of a death in the immediate family; that is: spouse, mother, father, sister, brother, child, step-child, mother-in-law, father-in-law, grandparent or grand child and a maximum of one (1) day current brother-in-law or current sister-in-law. Time off shall not extend beyond the day of the funeral unless an additional day is required for travel in excess of 250 miles from the employee's home location except as provided above. In no event will total compensated time off exceed three (3) scheduled workdays. The days to be considered will be regularly scheduled workdays. The days considered will be from the date of death to the date of the funeral. 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 workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days. Any falsification of such funeral leave will be considered an act of dishonesty. Attendance at the funeral services is mandatory.

Part time employees will receive three (3) hours pay per day.

## **ARTICLE 20- JURY DUTY**

Should a seniority employee be required to serve as a juror, the Employer shall pay them their regular straight time rate of pay less any amount received as jury duty fee. Any employee who is subpoenaed to serve as a juror shall submit their summons to the Employer not later than the third day after receiving same. After being discharged as a juror, they shall submit to the Employer within the following workweek a statement issued by the Court showing compensation received from the Court. Any falsification of such record or records will be considered an act of dishonesty.



# ARTICLE 21 – RETIREMENT AND GROUP INSURANCE

## Section 1 Retirement – Full Time Employees

PENSION - TCI Employees

Accrual Rates	
1/1/2014	\$65.00
1/1/2015	\$65.00
1/1/2016	\$65.00
1/1/2017	\$65.00
1/1/2018	\$70.00

### SERVICE PENSION BENEFITS

Age of service	20 – 24 years of service	25 years of service	30 years of service
<56	\$0	\$0	\$2,000
57	\$900	\$1,200	\$2,000
58	\$950	\$1,300	\$2,000
59	\$1,000	\$1,400	\$2,000
60	\$1,050	\$1,500	\$2,000
61	\$1,100	\$1,600	\$2,100
62	\$1,200	\$1,700	\$2,200
63	\$1,300	\$1,800	\$2,300
64	\$1,400	\$1,900	\$2,400
65	\$1,500	\$2,000	\$2,500

Effective January 1, 2014 the above thirty (30) year service pension shall be as follows:

<56	\$2,150
57	\$2,150
58	\$2,150
59	\$2,150
60	\$2,150
61	\$2,250
62	\$2,350

63	\$2,450
64	\$2,550
65	\$2,650

Effective January 1, 2017 the thirty (30) year service pension shall be as follows:

<56	\$2,300
57	\$2,300
58	\$2,300
59	\$2,300
60	\$2,300
61	\$2,400
62	\$2,500
63	\$2,600
64	\$2,700
65	\$2,800

## **Section 2 – Group Insurance**

- (a) For those full-time or part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after June 1, 2014 will be provided by the Central States health & Welfare Fund (CSH&W Fund), under the terms set forth in Article 34 of the National Master Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through May 31,2014.
- (b) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.
- (c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.
- (d) Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage on and after January 1, 2014

under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.

- (e) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.

### **Section 3 -Tax Deferred Savings Plan 401 (K)**

The Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401(k) account in the employee's name in compliance with the Internal Revenue Code and E.R.I.S.A.

### **ARTICLE 22 – TOOL INSURANCE**

The Employer shall be responsible for replacing mechanics personal tools, which they are required by the Employer to furnish for themselves, if such personal tools are lost due to proven theft by forced entry, by fire, or the Act of God, while being used or stored on the Employer's property.

The Employer will not be responsible for tools lost by the mechanic due to his/her carelessness or neglect. The Employer's liability shall not, however, exceed the actual replacement cost of the tools stolen. Mechanics shall cooperate in safeguarding their personal tools.

For mechanics to be covered under this Article it is understood that each mechanic must furnish the Employer with a complete inventory of his/her personal tools, subject to verification by the Employer and must keep such inventory current. The Employer will give the mechanic a written acknowledgment of the inventory submitted, with a copy to the Local Union.

### **ARTICLE 23 – OTHER EMPLOYMENT**

During the life of this Agreement, it shall be considered just cause for immediate discharge for any employee to solicit or perform work of the character performed by the Employer that for which the Employer is in direct competition. In cases where an employee is in lay off status for at least thirty (30) consecutive days, this provision

does not apply unless and until the employee returns to work for thirty (30) consecutive days.

## **ARTICLE 24 – LEGISLATION**

This Agreement is subject to all applicable Federal and State Laws. In so far as the provisions of this Agreement may conflict with the applicable laws or statutes, either Federal or State, such laws or statutes or valid interpretations hereof by a court of competent jurisdiction or qualified agency shall govern and the validity of the remainder of this Agreement shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint.

## **ARTICLE 25 – AMENDMENTS TO AGREEMENT**

This Agreement cancels and supersedes any and all previous written and oral agreements made between the parties hereto.

No agreement, understanding alteration, variation, waiver or modification of this Agreement, terms, provisions, covenants or conditions contained herein shall bind the parties hereto unless presented to the Southern Region – Trailer Conditioners, Inc., (TCI) Negotiating Committee for approval.

## **ARTICLE 26 – DURATION**

This Agreement shall be and remain in full force and effect upon ratification for until midnight, July 31, 2013 and shall continue in effect from year to year thereafter, unless notice in writing shall be given by either party to the other party not more than ninety (90) nor less than sixty (60) calendar days prior to March 31, 2009 or any anniversary date thereafter of the desire to amend, modify or terminate this Agreement.

## **ARTICLE 27 – Appearance**

The Company will allow employees to have neatly groomed facial hair. Employees who are required to wear protective or safety related devices, and those who are seen by the public are prohibited. Guidelines will be at the company's discretion.

### **APPENDIX (A)**

#### **WAGE PROGRESSION**

Progression steps after 8/1/2008

Repair Mechanic		Utility FT/Part Time Mechanic	
Start	\$15.30	Start	\$12.50
Seniority	\$16.30	Seniority	\$13.25
1 year	\$17.30	1 year	\$14.10
2 year	\$19.40	2 year	\$15.70
3 year	\$ 21.00	3 year	\$17.50
4 year	Top Rate	4 year	Top Rate

#### **TCI TRAINING AGREEMENT**

1. To be eligible to bid, the employee must be currently performing in that classification, and have at least six (6) months experience; have an acceptable safety record for the previous twelve (12) months. Successful bidding employees will be certified following completion of the employer's training.
2. Full-time and part-time trainers will bid in their current classification and be awarded by seniority. It is understood that the qualified trainers will be used to train employees within the trainer's regular job classification, and in other classifications by seniority when no other trainers are available.
3. After this initial bidding procedure, additional trainers will be bid by seniority on an as needed basis.
4. When more than one training assignment is available, seniority will be considered when making assignments.

5. Any employee who bids and is awarded a training position; he/she shall remain a trainer until such time the employee notifies the company in writing of his/her desire to disqualify himself/herself. Upon receipt of notification, the Company shall have up to six (6) months to replace the training position if desired. The employee currently in the training position must remain in said position for six (6) months or until replaced, whichever comes first. Once removed from the training program, the employee must wait one year from date of disqualification before reentry. Reentry will be allowed on an as needed basis and that employee will be re-certified.
6. An employee disqualified by the employer after certification will remain disqualified, in accordance with the TCI grievance procedure. No employee will be disqualified by the employer without the prior involvement of the District Labor Relations Manager.
7. The individual must complete a minimum of one hour of training to be eligible for the premium pay, and such employee will receive the premium pay for all hours worked in that classification for that day.
8. When a trainer is not involved in training duties, he/she will be allowed to perform his/her normal job.
9. In operations where both full-time and part-time employees work in the same classification, when full-time trainers are available, and part-time training assignments are available during their shift, the full-time trainer's seniority will be recognized first.
10. It is agreed that Teamster represented employees, on a voluntary basis, may train other employees. TCI management reserves the right to choose to use or not to use Teamster represented trainers to fulfill its training needs.
11. Trainers shall be paid a \$.50 per hour training premium for each hour spent training.

Negotiating Committee  
For Southern Region – Trailer Conditioners Inc.,

FOR THE EMPLOYEES:  
Mike Stapleton - Chairperson

FOR THE EMPLOYER:  
Steve Haney – Chairperson

