

Trailer Conditioners Supplemental Agreement

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

covering:

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

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

ARTICLE 5 – SENIORITY

Section 5

(c) The schedule of start times and work week shall become effective on the ~~First~~ (1st) Monday in November, unless otherwise mutually agreed.

Section 10

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, 2002 ~~13~~ for UPS mechanics will be used to calculate the progression rates for the life of this agreement.

Rate in effect on
July 31, 200~~8~~-**13**

Starty	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 7 – LEAVE OF ABSENCE

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.

ARTICLE 13 – HEALTH AND SAFETY

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~~ 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.

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ARTICLE 14 – WAGES

The rate of pay for the various classifications of work and other provisions 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 part hereof.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

Section 1

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~~ 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) week notice of such a change.

(d) When an employee performs work in a higher classification, other than training, the employee will receive ~~an additional fifty (50) cents~~ the higher classification rate of pay for ~~all~~ the actual hours worked in the higher classification.

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 a 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~~ 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 complet-

ed their regular day' 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 - VACATION

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 ~~November 1~~ the first Monday in October and remain posted for one (1) month. The employees in the top ~~fifty (50%)~~ twenty-five (25%) percent of the seniority list must select their vacations during the first ~~fifteen (15) calendar days~~ week of each the posting. Employees in the next twenty-five (25%) percent must select their vacations during the second (2nd) week of the posting. Employees in the next twenty-five (25%) percent must select their vacations during the third (3rd) 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 31st of each calendar year

ARTICLE 21 – RETIREMENT AND GROUP INSURANCE

Section 1 Retirement – Full Time Employees

PENSION - TCI Employees

Accrual Rates	
1/1/2008	\$47.50
1/1/2009	\$47.50
1/1/2010	\$52.00
1/1/2011	\$56.00
1/1/2012	\$60.50
1/1/2013	\$65.00
<u>1/1/2014</u>	<u>\$65.00</u>
<u>1/1/2015</u>	<u>\$65.00</u>
<u>1/1/2016</u>	<u>\$65.00</u>
<u>1/1/2017</u>	<u>\$65.00</u>
<u>1/1/2018</u>	<u>\$70.00</u>

SERVICE PENSION BENEFITS

	20 – 24 years	25 years	30 years
	of service	of service	of service
Age			
<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:

<u><56</u>	<u>\$2,150</u>
<u>57</u>	<u>\$2,150</u>
<u>58</u>	<u>\$2,150</u>
<u>59</u>	<u>\$2,150</u>
<u>60</u>	<u>\$2,150</u>
<u>61</u>	<u>\$2,250</u>
<u>62</u>	<u>\$2,350</u>
<u>63</u>	<u>\$2,450</u>
<u>64</u>	<u>\$2,550</u>
<u>65</u>	<u>\$2,650</u>

Effective January 1, 2017 it shall be as follows:

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

~~Section 2 – Group Insurance~~

~~The Employer will provide a Health Insurance and Hospitalization Plan through this contract at no cost to the employee, in accordance with the Managed Care Program that the Employer and the Union have agreed upon.~~

~~There will be no Health Insurance and Hospitalization coverage for dependents of newly hired part time employees, hired after the date of ratification of this agreement, until the employee tops out on his/her wage progression.~~

~~Upon ratification of this Agreement, prescription drug coverage shall be pursuant to the “Generics First” Program, details as follows:~~

~~(a) No co-payment for a generic drug at participating retail or mail service pharmacies;~~

~~(b) \$5.00 co-payment if the eligible employee chooses a brand name drug that does not have a generic equivalent at participating retail or mail service pharmacies; and~~

~~(c) If the eligible employees uses a participating retail or mail service pharmacy and chooses a brand name drug that does have a generic equivalent, the co-payment will be \$5.00 plus~~

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~~the difference in cost between the brand namedrug and the generic equivalent.~~

Health & Welfare and Pensions

(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 January 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 December 31, 2013.

(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.

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 ~~in any other than the Employer’s place of business or that for which the Employer is in direct competition, except as may be directed by the Employer.~~ **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.**

TCI TRAINING AGREEMENT

Changes to line item number 5 only; all other portions remain the same.

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.

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APPENDIX (A)

WAGE PROGRESSION

Progression steps after 8/1/2008 **13**

Repair Mechanic		Utility FT/Part Time Mechanic	
Start	\$44.30 15.30	Start	\$41.50 12.50
Seniority	\$15.30 16.30	Seniority	\$12.25 13.25
1 year	\$16.30 17.30	1 year	\$13.10 14.10
2 year	\$18.40 19.40	2 year	\$14.70 15.70
3 year	Top Rate 21.00	3 year	Top Rate 17.50
4 year	Top Rate	4 year	Top Rate

Top rate *

	Repair	Utility
8/1/13	28.24	22.59
8/1/14	28.83	23.07
8/1/15	29.43	23.54
8/1/16	29.77	23.81
2/1/17	30.11	24.09
8/1/17	30.53	24.43
2/1/18	30.96	24.77

* Wage calculations are estimated based on future journeymen rates at UPS parcel

If you are in progression on 8/1/2008 you will slotted in the above progression rate according to your number of years to date.

Repair Mechanics out of progression on 8/1/2008 and hired before 4/1/2003:

8/01/08 \$.76
 2/01/09 \$.77
 8/01/09 \$.76
 2/01/10 \$.77
 8/01/10 \$.76
 2/01/11 \$.77

8/01/11 \$.76
 2/01/12 \$.77
 8/01/12 \$.76
 2/01/13 \$.79

Repair Mechanics out of progression on 8/1/2008 and hired after 4/1/2003:

8/01/08 \$1.09
 2/01/09 \$1.09
 8/01/09 \$1.09
 2/01/10 \$1.09
 8/01/10 \$1.09
 2/01/11 \$1.09
 8/01/11 \$1.09
 2/01/12 \$1.09
 8/01/12 \$1.09
 2/01/13 \$1.11

Utility FT/PT Mechanics out of progression on 8/1/2008 and hired before 4/1/2003:

8/01/08 \$.70
 2/01/09 \$.70
 8/01/09 \$.70
 2/01/10 \$.70
 8/01/10 \$.70
 2/01/11 \$.70
 8/01/11 \$.70
 2/01/12 \$.70
 8/01/12 \$.70
 2/01/13 \$.72

Utility FT/PT Mechanics out of progression on 8/1/2008 and hired after 4/1/2003:

8/01/08 \$1.00
 2/01/09 \$1.00
 8/01/09 \$1.00
 2/01/10 \$1.00
 8/01/10 \$1.00
 2/01/11 \$1.00
 8/01/11 \$1.00
 2/01/12 \$1.00
 8/01/12 \$1.00
 2/01/13 \$1.03