



SUMMARY OF THE Teamsters Trailer Conditioners Inc. (TCI) Tentative Agreement

- **Article 5 Section 10: Seniority**
Filling of mechanic positions at UPS facilities reduced to a two (2) year progression starting at 85% of the current top rate for a UPS mechanic.
- **Article 7 Section 5: Leave of Absence**
Employees will be given the opportunity to take advantage of the Employee Assistance Program (EAP) rehabilitation program once every five years, three times lifetime maximum.
- **Article 8: Grievances**
All monetary grievance settlements shall be by separate check. Any grievance payments included on a paycheck with the grievance number will be available for review on a website maintained by the employer.
- **Article 17 (d): Vacations**
Seniority full-time employees on a five-day schedule will be entitled to a pro-rata vacation day for each (40) reports. Seniority full-time employees on a four-day schedule will be entitled to a pro-rata vacation day for each (33) reports.
- **Article 19: Funeral Leave**
Spouse's grandparent was added to the list of immediate family for funeral leave.
- **Article 21 Section 1: Retirement and Group Insurance**
Full-time service pension increased \$300 per month to \$3,100 per month.
- **Article 21 Section 4: Long-Term Disability**
Full-time seniority employees are entitled to \$500 per week for up to five years and to receive health care coverage for 12 months.
- **Appendix (A): Wage Progression**
Starting wage rate for trailer repair employees' wage rate will be 85% of the top rate of the UPS automotive journeyman mechanic. Starting wage rate for utility employees will be 80% of the top trailer repair employee. Wage progression reduce to 120 days then top rate.
- **General Wage Increase: All employees outside of progression**
 - August 1, 2018: .70¢**
 - August 1, 2019: .75¢**
 - August 1, 2020: .80¢**
 - August 1, 2021: .90¢**
 - August 1, 2022: \$1.00**

TEAMSTERS TRAILER CONDITIONERS, INC. (T.C.I.) TENTATIVE AGREEMENT

For the Period:
August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

**ARTICLE 5
SENIORITY**

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 (1st) Monday in ~~October~~ **September** 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 (1st) Monday in ~~November~~ **October**, unless otherwise mutually agreed.

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.

The progression for employees entering a mechanic job after August 1, 2018, shall be as follows:

	Rate in effect on July 31, 2013
	<u>Current Top Rate</u>
Start	70% <u>85%</u>
Seniority	75%
Seniority Date plus one (1) year	80%
Seniority Date plus eighteen (18) months <u>twelve (12) months</u>	90%
Seniority Date plus two (2) years <u>twenty-four (24) months</u>	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 able to return to her normal duties and maternity leave must comply with applicable state laws.

It is further understood that paternity leave for ~~an~~ **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) weeks' 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 in an approved program for alcoholism or substance abuse. **Employees may use the United Parcel Service Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.**

Employees shall be permitted to take advantage of rehabilitation program once every five (5) years, three (3) times lifetime maximum, under all conditions of this Article.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action. ~~Such~~ **The** leave of absence shall be ~~granted on a one-time basis and shall be~~ for a maximum of ninety (90) days; **additional time may be granted if it is** ~~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.

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. **If the leave is not 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.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievant(s) and a copy of the same sent to the Local Union for their records.

Any grievance payments included on a paycheck will also be available for review by affected employees electronically with the applicable identifying grievance number on a website maintained by the Employer.

**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 via certified mail or UPS trackable service, and a copy of same to the Union via certified mail or UPS trackable service, 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 via certified mail or UPS trackable service.

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 (1) pair per contract year.~~

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

ARTICLE 17 VACATIONS

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

(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 31st, but need not be employed the full calendar year. These employees will then enjoy a January 1st eligibility date of that year. If the employee does not attain the qualifying reports during the first year, they will have a January 1st 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)~~ **forty (40)** 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)~~ **thirty-three (33)** reports times the number of weeks of vacation the employee would be eligible for based on their years of seniority.

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)~~ **four (4)** 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.

- ~~(e)~~**(b)** 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 bona-fide illness or injury or excused by Management.
- ~~(d)~~**(c)** 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)~~**(d)** 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 holiday 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 **spouse's grandparent** or grandchild 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 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
1/1/2019	\$70.00
1/1/2020	\$70.00
1/1/2021	\$70.00
1/1/2022	\$70.00
1/1/2023	\$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	\$2,300
57	\$900	\$1,200	\$2,000	\$2,300
58	\$950	\$1,300	\$2,000	\$2,300
59	\$1,000	\$1,400	\$2,000	\$2,300
60	\$1,050	\$1,500	\$2,000	\$2,300
61	\$1,100	\$1,600	\$2,100	\$2,400
62	\$1,200	\$1,700	\$2,200	\$2,500
63	\$1,300	\$1,800	\$2,300	\$2,600
64	\$1,400	\$1,900	\$2,400	\$2,700
65	\$1,500	\$2,000	\$2,500	\$2,800

Effective January 1, 2014 ~~2014~~ **2020** the above thirty (30) year service pension shall be as follows:

<56	\$2,150	\$2,600
57	\$2,150	\$2,600
58	\$2,150	\$2,600

59	\$2,150	\$2,600
60	\$2,150	\$2,600
61	\$2,250	\$2,700
62	\$2,350	\$2,800
63	\$2,450	\$2,900
64	\$2,550	\$3,000
65	\$2,650	\$3,100

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 had received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after June 1, 2014 will be provided by TeamCare 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 TeamCare the CSH&W Fund.

Section 4 – Long-Term Disability

- (1) Full-time seniority employees will become eligible for long term disability (LTD) after six (6) months of employment for non-occupational illnesses or injuries that last longer than twenty-six (26) weeks.
- (2) Long-term disability benefits will equal sixty percent (60%) of the employee’s base weekly pay to a maximum of five hundred dollars (\$500) per week for up to five (5) years. Long-term disability benefits begin when short-term disability coverage ends or after twenty-six (26) weeks from date of disability, whichever is later.
- (3) Average weekly base pay is computed by averaging paid hours (maximum of forty (40) hours per week) each week during the last full calendar quarter the employee worked and multiplying that by the hourly rate of their base job. Weeks of unemployment in the prior quarter will not be counted in the calculation. If there were substantial weeks of unemployment, the prior full calendar quarter may be used for the calculation.

(4) The definition of disability, termination of eligibility, offsets, exclusions, limitations, claim procedures and any other related issues will be controlled by the Summary Plan Description.

(5) The long-term disability coverage will become effective on January 1, 2019 for eligible employees who become disabled after that date. However, pre-existing conditions will not affect the employee’s eligibility for LTD.

(6) Any employee receiving LTD benefits pursuant to this Plan shall be entitled to receive health care coverage in accordance with the SPD for up to twelve (12) months only.

**ARTICLE 26
DURATION**

This Agreement shall be and remain in full force and effect upon ratification for until midnight, July 31, 2023~~13~~ 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, 2023~~09~~ or any anniversary date thereafter of the desire to amend, modify or terminate this Agreement.

**APPENDIX (A)
WAGE PROGRESSION**

Trailer Repair Employee:

The starting wage rate of a trailer repair employee will be eighty-five percent (85%) of the top rate of the UPS automotive journeyman mechanic in the area where the trailer repair shop is located. A new trailer repair employee will start at one dollar (\$1.00) per hour less than the above-mentioned rate and will receive a twenty-five cent (\$.25) per hour increase when gaining seniority, an additional twenty-five cents (\$.25) per hour after sixty (60) working days, and an additional twenty-five cents (\$.25) per hour after ninety (90) working days and the final twenty-five cents (\$.25) per hour at the end of one hundred and twenty (120) working days. After completing the above progression all trailer repair employees will receive the annual GWI.

Utility Employee, Full-time and Part-time:

The starting rate of pay for utility employees will be eighty percent (80%) of the top rate of the trailer repair employee in the area where the trailer repair shop is located. A new utility employee, full-time or part-time, will start at fifty cents (\$.50) per hour less than the above-mentioned rate and will receive a twenty-five cent (\$.25) per hour increase when gaining seniority and an additional twenty-five cents (\$.25) per hour after six (6) months of employment. After completing the above progression all utility employees will receive the annual GWI.

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