Tentative Agreements/Final Settlement

Amports and Teamsters Local 853 and Machinists District Lodge No. 190

October 2, 2015

Section 2. Hours of Work

Eight (8) hours shall constitute a regular day's work, to be worked within a spread of not to exceed nine (9) hours. Starting time, for day shift, shall not be earlier than 6:00A.M. and not later than 9:00 A.M., quitting time to be regulated accordingly.

The Employer shall establish regular scheduled working hours so that each employee shall commence work daily at a definite designated time. **Scheduled starting times may be changed as needed up to one hour earlier or later.** ~~The scheduled starting time of any employee shall not be changed within his regular workweek.~~

Five (5) eight (8) hour days, Monday to Friday, inclusive, shall constitute a regular week's work. The Employer may establish a work week other than Monday through Friday as a result of a contractual obligation to a customer. Prior to the establishment of a schedule that includes either Saturday or Sunday at straight time rates, the Employer will meet with the Union and reach agreement prior to implementation of such a schedule.

Earlier starting and ending times shall be dependent upon operational needs and customer expectations. ~~Employees shall receive one (1) week notice of a scheduled shift change.~~

3.1 Overtime Rates

The overtime rate shall be time and one‑half (1‑1/2) for all time over eight (8) hours in any one (1) day, over forty (40) hours in any one (1) week and on Saturday, and prior to the established starting times and after the established quitting times. Notwithstanding the above, any employee who is absent during Monday through Friday as a result of illness or injury shall not be entitled to time and one-half for time worked on Saturday of that same week.

Employees scheduled by the Employer to work on holidays listed in Section 7 of this Agreement shall be paid double time for all work performed on such holiday in addition to their holiday pay if they are entitled to holiday pay as provided in Section 7.

Employees will be paid at double time for any hours worked on ~~the employee’s seventh consecutive work day~~ **Sunday**.

3.4 Overtime Assignment

 Overtime shall be assigned to those employees within the classification and shift and compound where the overtime work is required. Employees working on the job requiring overtime work shall be assigned to perform such work. If an insufficient number of employees within the classification and shift and compound are available for the necessary overtime, the Employer will offer the work to qualified employees in other classifications and compounds on a company seniority basis in accordance with ~~the Side Letter of Agreement regarding Scheduling of Work in Other Compounds~~ **Section 3.7**.

3.7 Scheduling Work in Other Compounds

When employees are needed for straight time and overtime opportunities in other compounds, the Employer will establish a list of volunteers from all compounds. Employees will be given the opportunity to place their names on a volunteer list for other compounds. Employees will be called from the list in order of company seniority within the classification needed provided the employee is qualified to perform the work to be done.

Any employee who refuses such assignments ~~three (3)~~ **two (2)** times in a six (6) month period shall have his/her name removed from the list until the next sign up period. Sign up will be held each March and September. If an employee is notified of same day overtime in another compound after noon, the refusal of the employee to work same day overtime shall not be counted as one of the three (3) refusals.

8.1 Vacation Benefits

Every employee who on the most recent anniversary date of his**/**her employment has been in the service of the Employer for a period of one (1) year or more and shall have worked a minimum of twelve hundred fifty (1250) straight‑time hours within the twelve (12) month period immediately preceding such anniversary date, shall be entitled to a vacation as follows:

One (1) week of vacation with pay if he/she has been in the service of the Employer for a period of one (1) year or more but less than two (2) years prior to such anniversary date.

Two (2) weeks of vacation with pay if he/she has been in the service of the Employer for a period of two (2) years or more but less than five (5) years prior to such anniversary date.

Three (3) weeks of vacation with pay if he**/**she has been in the service of the Employer for a period of five (5) years or more.

An employee shall be eligible for four (4) weeks of vacation with pay if he**/**she has been in the service of the Employer for a period of fifteen (15) years or more.

In case of industrial accident for which the employee is receiving Workers' Compensation benefits, up to three hundred (300) hours of absence from regularly scheduled employment shall be counted toward qualifying for such minimum working time of twelve hundred fifty (1250) straight‑time hours. In case of off the job accident or illness for which the employee is receiving State Disability Insurance benefits up to eighty (80) hours of absence from regularly scheduled employment shall be counted towards qualifying for such minimum working time of twelve hundred fifty (1250) straight‑time hours.

For the purpose of this Section 8, years of service shall mean years of unbroken seniority with the Employer which shall in no event be calculated from a date prior to the time the employee actually commenced working for the Employer.

In computing straight‑time hours as that term is used in this Section 8, all hours worked by the employee for the Employer shall be counted, but each premium or overtime hour worked shall count only as one (1) straight‑time hour. Paid holidays **and hours paid for jury duty** shall be counted toward satisfying the foregoing twelve hundred fifty (1250) straight‑time hour eligibility requirement.

13.1 Sick Leave Accrual

Effective November, 2010, employees who have been employed for at least one (1) year and who on their most recent anniversary date of hire have worked a minimum of twelve hundred fifty (1,250) hours in the previous year shall be entitled to five (5) days (forty (40) hours) of sick leave with pay. Sick leave shall be accumulated at the rate of five (5) days per year. An employee who fails to work the requisite minimum number of hours during the twelve (12) month period preceding his/her most recent anniversary date shall not be entitled to the full sick leave allowance, however, he/she shall be entitled to prorated sick leave in accordance with the following schedule:

(1) One twelfth (1/12) of five (5) days’ (forty (40) straight‑time hours) for each one hundred twenty five (125) straight‑time hours worked by the employee since his/her most recent anniversary date.

(2) In case of industrial accident for which the employee is receiving Workers' Compensation benefits, up to three hundred (300) hours of absence from regularly scheduled employment shall be counted toward qualifying for such minimum working time of twelve hundred fifty (1,250) straight‑time hours. In case of off‑the‑job accident or illness for which the employee is receiving State Disability Insurance benefits up to eighty (80) hours of absence from regularly scheduled employment shall be counted towards qualifying for such minimum working time of twelve hundred fifty (1,250) straight‑time hours.

(3) In computing straight‑time hours as that term is used in this Section, all hours worked by the employee for the Employer shall be counted, but each premium or overtime hour worked shall count as one (1) straight‑time hour. Paid holidays **and hours paid for jury duty** shall be counted toward satisfying the foregoing twelve hundred fifty (1,250) straight‑time hour eligibility requirement.

 Earned but unused sick leave benefits may be accumulated to a maximum of twenty-eight (28) days. Employees who otherwise qualify for sick leave on their anniversary date of hire shall be paid at the straight time rate of pay for all such sick leave accumulated and unused in excess of twenty-eight (28) days.

13.2 Sick Leave Usage

Earned sick leave pay shall be granted only in cases of bona fide illness or accident. A doctor's certificate or other reasonable proof of illness may be required by the Employer in cases of suspected abuse of sick leave privileges. In such cases, the Employer will notify the Employee in advance of a request for verification of illness. A false or fraudulent claim for sick leave or any abuse of sick leave ~~shall~~ **may** be grounds for immediate discharge.

**A child, for purposes of this section, means a biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in loco parentis. A parent, for the purposes of this section, means biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child.**

Earned sick leave benefits shall be paid with the first workday’s absence. In addition, an employee may use up to four (4) days of earned sick leave per year to attend to the illness or injury of an immediate family member or to take an immediate family member to a doctor’s visit. For purposes of this section, immediate family shall mean the employee’s spouse, **registered domestic partner,** parents**, grandparents,** ~~or~~ children**, grandchildren, or siblings.**

Employees may elect to take sick leave in ~~four (4)~~ **two (2)** hour increments for scheduled doctor’s visits or in the event the employee becomes ill at work. Employees may not use ~~four (4)~~ **two (2)** hours sick leave at the beginning of a shift unless the employee has provided advance notice of the scheduled medical appointment.

Effective upon ratification of this agreement, employees who have been approved for FMLA shall be entitled to use paid sick leave in two (2) hour increments for intermittent medical appointments provided the employee has requested and been approved for such leave three (3) days prior to the date requested. This leave is approved only in the event the appointment cannot be scheduled outside regular working hours.

16.1 Disputes

In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any of the Sections of this Agreement or discharge or suspension, the matters in dispute will be promptly taken up between the steward and/or business agent and the Employer and/or his designated representative. Disputes must be taken up with the Employer within ten (10) working days of the occurrence giving rise to the dispute and if not taken up within said ten (10) working days shall be deemed waived and abandoned. If the dispute is not settled by the parties within five (5) working days, the matters in dispute shall be set forth in writing by the Union and served upon the Employer. Thereupon the matter will be taken up within five (5) working days following the receipt of such written notice or within such extended time as may be agreed upon between the Union and the ~~Labor Relations Representative of the~~ Employer **or designee**. If the dispute is not settled at this stage of the grievance procedure, it may be referred by either party to an Adjustment Board. The request to proceed to a Board of Adjustment shall be filed in writing within fourteen (14) calendar days after the meeting or after receiving the decision in writing. If the request to proceed to Board of Adjustment is not received by the other party within said fourteen (14) calendar days the grievance shall be deemed waived and abandoned. No change in this Agreement, or interpretations thereof, except interpretations resulting from Adjustment Board or arbitration proceedings hereunder, will be recognized unless agreed to by the Employer and the Union.

16.2 Adjustment Board

An Adjustment Board, consisting of an equal number of members representing each of the parties hereto, shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which are limited to the interpretation or enforcement of any of the Sections of this Agreement. In the event this dispute involves a discharge or a suspension, the Adjustment Board shall meet to hear the matter within five (5) working days after the meeting between the Union and the ~~Labor Relations Representative of the~~ Employer **or designee**, or within such extended time as may be agreed upon.

Each panel shall consist of two (2) members appointed by the Union and two (2) appointed by the Employer. One of the panel members for the Employer may not be either an employee of Amports or a member of the Association representing Amports. One of the panel members of the panel for the Union may not be a member or staff of the same Union Local.

In the event the dispute does not involve a discharge or suspension, the Adjustment Board shall meet ~~at a mutually agreeable time and place to hear the matter~~ **within fourteen (14) calendar days after the meeting between the union and the Employer or designee, or within such extended time as may be agreed upon**.

16.4 Warning Letters

In the event warning letters are protested, the grievance procedure shall be followed; except, that if the protests are not resolved at the step of the dispute procedure between the Union and the ~~Labor Relations Representative of the~~ Employer **or designee**, they shall be considered as automatically protested to the Adjustment

Board. However, they shall not be heard by the Adjustment Board until such time as they may be introduced in connection with a discharge or suspension.

17.3 Break in Seniority

Seniority shall be terminated and recall rights forfeited by:

(1) Failure to report for work within five (5) days after date of notification of recall is sent **by registered or certified mail** to the last address supplied by the employee to the payroll department of the Employer (copy of recall notice to be sent to the Union). **The Employer will attempt to contact the employee via telephone to notify them of the company’s intention to terminate the employee for failure to return to work.**

(2) Layoff of twelve (12) consecutive months for an employee with less than five (5) years of seniority and after eighteen (18) consecutive months for an employee with five (5) or more years of service.

1. Resignation.

 (4) Discharge for cause.

(5) Failure to report for work upon the termination of a scheduled vacation, authorized leave of absence, or recovery from sickness or injury without a reasonable excuse.

(6) Absence for three (3) consecutive workdays without notifying the Employer.

(7) Absence on leave (other than Workers’ Compensation leave) longer than ~~seven (7)~~ **nine (9)** months in a twelve (12) month period of time.

**Section 18. Minimum Rates of Pay**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **IAM CLASSIFICATIONS** |  | **10/1/2015** | **10/1/2016** | **10/1/2017** | **10/1/2018** |  |  |  |  |
| Journey/Automotive Technician |  |  |  |  |  |  |  |  |  |
| 1st 60 calendar days |  | $27.56 | $28.28 | $29.00 | $29.72 |  |  |  |  |
| Thereafter |  | $30.62 | $31.42 | $32.22 | $33.02 |  |  |  |  |
| Body/Fender and Paint Technician |  |  |  |  |  |  |  |  |  |
| 1st 60 calendar days | $25.89 | $26.62 | $27.33 | $28.05 |  |  |  |
| Thereafter | $28.77 | $29.57 | $30.37 | $31.17 |  |  |  |
| Foreman \* paid 10% above Journey |  |  |  |  |  |  |  |
| Body Shop Helper |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days |  | $19.11 | $19.75 | $20.43 | $21.11 |  |  |  |  |
|  | 2nd 60 calendar days |  | $20.23 | $20.91 | $21.63 | $22.35 |  |  |  |  |
|  | 3rd 60 calendar days |  | $21.36 | $22.07 | $22.83 | $23.59 |  |  |  |  |
|  | Thereafter |  | $22.48 | $23.23 | $24.03 | $24.83 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Installer and Mechanic Helper |  |  |  |  |  |  |  |  |  |
|  | Mechanic Helper assists Journey Tech |  |  |  |  |  |  |  |  |  |
|  | Performs minor parts installation |  |  |  |  |  |  |  |  |  |
|  | Technical Accessory Installer |  |  |  |  |  |  |  |  |  |
|  | Installation, i.e. |  |  |  |  |  |  |  |  |  |
|  | Air conditioning installation |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days |  | $19.87 | $20.51 | $21.19 | $21.87 |  |  |  |  |
|  | 2nd 60 calendar days |  | $21.04 | $21.72 | $22.44 | $23.16 |  |  |  |  |
|  | 3rd 60 calendar days |  | $22.21 | $22.92 | $23.68 | $24.44 |  |  |  |  |
|  | Thereafter |  | $23.38 | $24.13 | $24.93 | $25.73 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| **TEAMSTER CLASSIFICATIONS** | **10/1/2015** | **10/1/2016** | **10/1/2017** | **10/1/2018** |  |  |  |  | **10/1/2015** |
| Utility Bid Positions  |  |  |  |  |  |  |  |  |  |
|  | Auditor, Inventory (Parts and Autos), |  |  |  |  |  |  |  |  |  |
|  | and Tool Person |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $16.06 | $16.57 | $17.25 | $17.92 |  |  |  |  |  |
|  | 2nd 60 calendar days | $17.00 | $17.54 | $18.26 | $18.98 |  |  |  |  | $13.43 |
|  | 3rd 60 calendar days | $17.95 | $18.52 | $19.28 | $20.04 |  |  |  |  | $14.97 |
|  | Thereafter | $18.89 | $19.49 | $20.29 | $21.09 |  |  |  |  | $16.51 |
|  |  |   |  |  |  |  |  |  |  | $18.04 |
|  | Accessory Installer |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $16.14 | $16.82 | $17.50 | $18.18 |  |  |  |  |  |
|  | 2nd 60 calendar days | $17.09 | $17.31 | $18.53 | $19.25 |  |  |  |  |  |
|  | 3rd 60 calendar days | $18.04 | $18.80 | $19.56 | $20.32 |  |  |  |  |  |
|  | Thereafter | $18.99 | $19.79 | $20.59 | $21.39 |  |  |  |  |  |
|  |  |   |   |   |   |  |  |  |  |  |
|  | Warehouse Person |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $16.91 | $17.63 | $18.35 | $19.07 |  |  |  |  |  |
|  | Thereafter | $18.79 | $19.59 | $20.39 | $21.19 |  |  |  |  |  |
|  |   |   |   |   |   |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |   |   |  |  |  |  |  |  |  |  |
|  | Parts Person/Service Writer |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $18.07 | $18.58 | $19.26 | $19.94 |  |  |  |  |  |
|  | 2nd 60 calendar days | $19.13 | $19.67 | $20.39 | $21.13 |  |  |  |  |  |
|  | 3rd 60 calendar days | $20.20 | $20.77 | $21.53 | $22.29 |  |  |  |  |  |
|  | Thereafter | $21.26 | $21.86 | $22.66 | $23.46 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Underseal Person |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $18.51 | $19.05 | $19.77 | $20.49 |  |  |  |  |  |
|  | Thereafter | $20.57 | $21.17 | $21.97 | $22.77 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Vehicle Preparation Specialist\* |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $16.01 | $16.58 | $17.15 | $17.39 |  |  |  |  |  |
|  | Thereafter | $16.85 | $17.45 | $18.05 | $18.30 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Utility (Grandfathered) | $18.04 | $18.04 | $18.04 | $18.04 |  |  |  |  |  |
|  | Lead/Account Lead | $21.43 | $22.03 | $22.83 | $23.63 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Basic Utility  |  |  |  |  |  |  |  |  |  |
|  | 1st 60 calendar days | $13.66 |  |  |  |  |  |  |  |  |
|  | Thereafter | $15.18 | $15.98 | $16.78 | $17.58 |  |  |  |  |  |
|  | Survey, Vehicle Inspection |   |   |   |   |  |  |  |  |  |
|  | Detailing including touch-up |  |  |  |  |  |  |  |  |  |
|  | Scanning |  |  |  |  |  |  |  |  |  |
|  | Designated shuttle van driver |  |  |  |  |  |  |  |  |  |
|  | Battery installation |  |  |  |  |  |  |  |  |  |
|  | Tire wheel installation  |  |  |  |  |  |  |  |  |  |
|  | Rail loading and unloading |  |  |  |  |  |  |  |  |  |

\*The ratio of Vehicle Preparation Specialist will be one for every four \_\_\_\_\_\_\_.

22.1 Employer Contribution to Health and Welfare

Effective October 1, 201~~2~~**5** through September 30, 201~~4~~**9**, the Employer agrees to continue ~~and pay for~~ the same medical, dental and life insurance coverage through the existing plans and plan designs.

Benefits provided through the Teamsters Managed Trust shall include group life insurance in the amount of $25,000; the D2 Dental Plan and for the purpose of providing medical coverage through the Kaiser only M30 medical plan, vision and the annuity option for employees who waive medical coverage.

For the purpose of this Section 22.1 only, the term "full‑time employee" shall mean any employee who has worked eighty (80) hours or more in the calendar month immediately preceding the month in which premium payment is made. Effective March 1, 2013, full time employee shall mean any employee who has worked ninety-six (96) hours or more in the calendar month immediately preceding the month in which the premium payment is paid.

Holiday, vacation, funeral leave and sick leave time paid for but not worked shall be considered as time worked for the purpose of this Section.

22.2 Contribution**s** ~~Increase~~ for Health and Welfare

 **Employer Contributions**

 Effective October 1, 201~~4~~**5**, the Employer agrees to contribute up to **~~T~~twelve**

 **~~H~~hundred** and ~~Twenty-five~~ **eighty** dollars **and thirteen cents** ($~~1225.00~~**$1,280.13**) per month for each eligible employee.

 **Effective October 1, 2016, the Employer agrees to contribute up to thirteen hundred and thirty-seven dollars and seventy-three cents ($1,337.73) per month for each eligible employee.**

 **Effective October 1, 2017, the Employer agrees to contribute up to thirteen hundred and ninety-seven dollars and ninety-three cents ($1,397.93) per month for each eligible employee.**

 **Effective October 1, 2018, the Employer agrees to contribute up to fourteen hundred and sixty dollars and eighty-four cents ($1,460.84) per month for each eligible employee.**

 **Employee Contributions**

 **Effective October 1, 2015, eligible employees will contribute the following weekly amount:**

 **Single $ -0-**

 **Two-Party $ 5.00**

 **Family/Composite $10.00**

25.1 The Employer shall be responsible for replacement in kind of an employee’s tools, including tool boxes and rollaways, stolen from the premises of the Employer by reason of illegal breaking and entering while such premises are closed for business, or by reason of fire in the Employer’s premises at any time~~, less Twenty‑five Dollars ($25.00) on each such loss,~~ provided such loss is not attributable to the employee’s negligence. **Employees are responsible for maintaining a tool inventory on file with the Employer and updating as necessary. Replacement will be limited to the current inventory on file with the Employer.**

25.3 Misuse or abuse of the foregoing provisions ~~shall~~ **may** be considered cause for discharge.

27.1 Discharge for Just Cause

 The Employer may discharge or suspend an employee for just cause. The Company agrees to utilize progressive discipline as appropriate including verbal and written warnings and suspensions being issued prior to termination.

No employee shall be suspended or discharged unless a written warning notice has previously been given to such employee. However, it is understood that no such prior warning notices shall be necessary if the cause for suspension or discharge is dishonesty, insubordination, violation of the Company’s Drug and Alcohol Policy, violation of Company’s Policy regarding Sexual and Other Unlawful Harassment, assault and battery, willful negligence, recklessness, violating the Employer’s rules governing the punching of timecards, willful damage or destruction of Company property, or taking related work which is or would have been performed by the Employer.

However, in the case of attendance or tardiness written warnings, the employee must have a total of two (2) such notices prior to suspension for cause.

In order for a warning notice to be valid it must be issued within ten (10) **business** days of complaint against the employee concerning this work or conduct.

Warnings shall remain in effect for twelve (12) months from the date of issuance with the exception of warnings for infractions concerning inappropriate behavior, harassment or insubordination. Inappropriate behavior is defined as behavior that a “reasonable person” would find objectionable. The twelve (12) months excludes time off due to leaves (other than paid vacation) or periods of layoff.

A copy of such warning notices shall be sent to the appropriate Local Union at the time it is given to the employee.

**Section 34. Duration**

This Agreement shall be effective October 1, 201~~2~~**5** except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the 30th day of September 201~~5~~**9**, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of October 201~~5~~**9**, or to the first day of October of any subsequent year neither party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of this Agreement.