

**AGREEMENT**  
**BETWEEN**  
**TEAMSTERS LOCAL UNION NO. 326**

**AND**

**SHELLHORN & HILL, INC.**  
**HEATING / COOLING TECHNICIANS**  
**AND**  
**APPRENTICES**

**JULY 1, ~~2010~~2014**  
**TO**  
**JUNE 30, ~~2014~~2017**

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APPENDIX "A" CLASSIFICATIONS & WAGES		

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2014~~2014, by and between SHELLHORN & HILL, INC., hereinafter referred to as the "Employer", and GENERAL TEAMSTERS LOCAL UNION 326, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION".

This Agreement shall constitute an Addendum to the National Master Freight Agreement and Philadelphia, Pennsylvania & Vicinity, Local Cartage Supplemental Agreement, for the period of July 1, ~~2014~~2014 to June 30, ~~2014~~2017, provided however, that if for any reason on June 30, ~~2014~~2017, the parties have not signed an Agreement for the period following June 30, ~~2014~~2017, then it is hereby agreed that all terms and conditions thereafter agreed to shall be effective retroactive to June 30, ~~2014~~2017, and the Union may take all legal and/or economic recourse in support of its demands.

#### ARTICLE 1. SCOPE OF THE AGREEMENT

1. This Agreement shall cover all classifications of the employees who are employed in the Heating/Cooling Department (hereinafter referred as the Service Department) of Shellhorn & Hill, Inc.
2. The execution of this Agreement on the part of the Employer shall cover all operations of the service and installations of heating and cooling equipment of the Employer, as provided for in the past.
3. All operations and work covered herein shall be performed by the employees covered by this Agreement except when mutually agreed to by the Union and the Employer and except in accordance with any other provision of the Labor Agreement.

#### ARTICLE 2. SENIORITY

1. Seniority shall be determined by the length of continuous service with the Service Department of Shellhorn & Hill, Inc.
2. During the first sixty (60) working days of his employment, an employee shall be deemed a probationary employee. No employee shall attain seniority rights until the completion of his probationary period, at which time his seniority shall be dated back to the beginning of his probationary period.

3. The discharge of a probationary employee shall not be subject to the grievance procedure of this Agreement, nor shall a probationary employee be entitled to the other benefits of the Agreement except with respect to the agreed to wage rates set forth herein.
  
4. (a) LAYOFF: In case of a layoff due to lack of work, employees shall be laid off in reverse order of seniority. Written notice of a layoff shall be given to the Steward and the Local Union by the end of the day of any layoff. This entire provision shall apply to day to day situations as well as layoffs of a longer duration.  
  
(b) If any employee is laid-off on a day-to-day situation on a regular scheduled workday, it shall be the employee's responsibility to contact the Employer by phone before 5:00 P.M. on the day he is not working for scheduling instructions for the next workday. Provided, however, if an employee is not afforded work opportunity for five (5) consecutive days, the employees obligation to contact the Company shall be suspended and it shall be the obligation of the Employer to notify the employee when work is available.  
  
(c) RECALL FROM LAYOFF: The recall procedure shall be the reverse order of the layoff procedure. When work increases, employees laid off more than five (5) days shall be mailed a notice of recall to his last known address by certified or registered mail or by telegram with verification of delivery at least one (1) week prior to his reporting date. The employee shall notify the Employer within three (3) days (excluding Saturdays, Sundays and Holidays) after receipt of said notice as to whether or not he intends to report for work on the date of recall. Said employee shall report not later than one (1) week after receipt of said notice, unless a different reporting time is or has been mutually agreed to between the employee, the Employer and the Local Union. In the event that an employee fails to comply with the aforementioned provisions, he shall lose all seniority benefits and rights specified herein.
  
5. (a) Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference to choose on the rotation schedule for each season (Winter & Summer). The Winter Schedule will be bid on September 1<sup>st</sup> of each year of this Agreement. The Summer Schedule will be bid on April 1<sup>st</sup> of each year of this Agreement. The schedules will be established by the Company to meet its operating needs provided they do not violate any Federal or State wage and hour laws nor violate any "Work Week and Wages" provisions of the Agreement. As practiced in the past, the Shop Steward is not affected. In the event a Technician is "on call," he shall receive a minimum of

(25%) percent of the prevailing straight time hourly rate for all hours on call even if he takes no calls. If a Technician is called out while "on call" he shall receive time and one-half for all hours worked, and double time for all hours worked on the seventh (7<sup>th</sup>) day and recognized Holidays. It is understood that if an employee physically works and earns above the (25%) minimum as noted above, he will not receive an additional (25%) percent above and beyond what he earned working.

The company reserves the right, prior to the bidding of the current winter schedule, to change the start time to 8:00 a.m., with an hour lunch in lieu of the current 7:30 a.m. with a half-hour lunch.

(b) The first service call each day is subject to bid and will be bid daily. The bid posting shall include a general description of the territory covered and type call. The bid sheet will be made available a minimum of fifteen (15) minutes prior to the earliest starting time each day and will be bid each day in seniority order. The employees, in seniority order, shall be awarded the bid of their choice. All service calls will begin at the starting time of the employee choosing such work. Provided, however, service calls will be assigned for those employees who are to be dispatched from home. Those employees who are starting work from home will be assigned service calls closest to their homes excluding installations.

Technicians who choose to take the service van home and are on the rotating schedule for installations will be contacted by the Company in seniority order before the end of the previous day's shift for the following day's installation bid. All employees starting from home will call the dispatcher twenty (20) minutes prior to their established starting time. Additionally, the Technician on the installation will proceed directly to the installation, unless otherwise directed by the Company. Unless otherwise noted in this agreement, employees dispatching from home as noted above will be expected to leave their home twenty (20) minutes prior to their start time unless they are closer to their first stop, in which case they are expected to be at their first stop by their start time.

Installations will be bid in rotation by employees who are qualified. The employees will be split into two (2) groups by seniority. Each group will bid separately. One (1) employee from the first group will secure the bid, then one (1) employee from the second group will secure the bid. Once an individual has been afforded the opportunity to bid in rotation and passes, he shall be placed at the bottom of the bid until such bid again gets to him.

The bidding process must be completed within fifteen (15) minutes subsequent to each shift starting time, unless the employer fails to post the bid in a timely fashion as provided above. Should the employees, on any given day, cause the bidding process to exceed the fifteen (15) minutes subsequent to each shift, the Employer may, on the day following, void for that one (1) day the daily bid process and make all work assignments.

Any employee who is tardy (a minimum of one (1) click of the clock) beyond the employees scheduled starting time, shall be passed over in the bid process and fall to the bottom seniority position within that starting time bid purpose on that particular day.

Additional service calls added would not require a re-bid unless the order(s) was accepted prior to the beginning of the bid process and the Company neglected to add to the bid after the process began. If the customer's call came in after the bid process was made but prior to the Technician leaving the premises, the Company could add to the load without the requirement to re-bid.

6. Seniority shall be lost for the following reasons:
  - (a) Quitting
  - (b) Discharge for just cause
  - (c) Failure to report to work at the expiration of any leave of absence without acceptable excuse.
  - (d) Failure to notify the Employer or to return to work as required by the Agreement.
  - (e) Absence for three (3) consecutive working days without notice (unless prevented from giving notice by cause acceptable to the Company) in which case the employee shall be considered discharged.
  - (f) Layoff in excess of two (2) years.
7. Upon the Union's request, the Company agrees to compile and furnish to the Union, seniority lists showing the seniority date of each employee covered by this Agreement.
8. Any employee on the seniority list who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list.

However, upon being able to return to work, he shall immediately inform the Company of his return date twenty-four (24) hours in advance of such return.

9. A list of employees arranged in order of seniority shall be posted in a conspicuous place at their place of employment. The Steward shall be granted super seniority for purposes of lay-off and recall. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure within thirty (30) days from the date of posting.

### SERVICE DEPARTMENT

FIRST CLASS: Mechanic that is able to perform all phases of heating, commercial and residential repairs and installations.

SECOND CLASS: Mechanic that is able to clean and tune all types of residential and light commercial heaters, and help a leadman or First Class Mechanic install or repair heating and cooling equipment.

THIRD CLASS: Mechanic that is able to clean and tune all types of residential heaters, and can help a leadman or First Class Mechanic install or repair heating and cooling equipment.

When installation or repair work requires more than one (1) First Class Mechanic, the Company may use a mechanic in a lower classification as helper as outlined in Article 2 (5).

When an employee performs work in a higher classification, with approval of the Employer, such employee shall receive the rate of pay for such classification, for all time involved in such classification, provided however, there is no call back on such work performed. If a dispute arises over such situation, it shall be determined by the Company and the Union.

The Company will reimburse the employee for all Company approved schooling that has been successfully completed. Schooling completed during paid-for hours shall not count as independent schooling hours.

Employees will be paid their regular rate of pay for all time spent in school if required or mandated by the Company.

### ARTICLE 3. WORKWEEK AND WAGES:

1. Service Department – The Company shall post the schedules as per Article 2.
2. Employees will be paid time and one-half after eight (8) hours work if the employee is scheduled to work eight (8) hours per day in a five (5) day workweek or after ten (10) hours per day if the employee is scheduled to work a ten (10) hour day in a four (4) day workweek. It is understood that if an employee reports off any day or days in the workweek, he shall be paid time and one half after forty (40) hours. If the employee is laid off for any day or days in the workweek, he shall be paid time and one half after eight (8) hours.
3. If an employee who has completed his tour of duty is called out on an emergency situation, he shall be guaranteed a minimum of four (4) hours, compensated at one and one-half the straight time hourly rate. Plus all hours in addition to four (4) hours at one and one-half the straight time hourly rate.
4. An employee scheduled to work on the sixth (6<sup>th</sup>) consecutive day shall be paid at the rate of one and one-half the straight time hourly rate. Employee(s) must have worked or been paid for all available hours the previous five (5) days.
5. If an employee is scheduled to work the seventh (7<sup>th</sup>) consecutive day in his workweek, he shall be compensated at double the straight time hourly rate of pay for all hours worked. The Company may request a qualified employee to work his sixth (6<sup>th</sup>) day in lieu of using a seventh (7<sup>th</sup>) day man.
6. If an employee is requested to start work prior to his regular start time, he shall be compensated at one and one-half his hourly rate of pay for all hours worked prior to his regular starting time.
7. When an employee reports to work on his regular shift, he shall be guaranteed eight (8) hours, or ten (10) hours if applicable, work or pay at the applicable hourly rate of pay. When an employee is scheduled for Saturday or Sunday, and is not notified not to do so at least one (1) hour prior to his starting time, he shall receive eight (8) hours or ten (10) hours work or pay at the applicable rate of pay.

8. The rate for any new classification created during the term of this Agreement shall be negotiated with the Union prior to being put into effect.
9. For the period October 1 through March 31 Technicians on an eight (8) hour schedule, not "on call" following their tour of duty, may be required to work overtime under the terms and conditions of the current labor agreement. Technicians have the option two days a week to only work eight (8) hours, providing such request is made prior to their start time. Employees on a ten (10) hour shift will not be subject to overtime.
10. A wage schedule setting forth the rates of pay of the employees covered under this Agreement shall be attached hereto. The wage schedule shall be known as Appendix "A".
11. Heating and cooling technicians will be required to provide fifteen (15) minutes per month of their own time attending Company Meetings. The intent of the meetings will be to address specific trouble shooting or installation instruction of equipment as may be required or to address other issues related to the department. The Company will provide a minimum of fifteen (15) minutes per month of paid for time attached to the meeting to allow sufficient time to cover subjects. On the monthly meeting bids for work that day will be set out a minimum of five minutes early and the meeting will start fifteen (15) minutes before the regularly scheduled start time.

#### ARTICLE 4. SUBCONTRACTING CLAUSE

1. The Company will not subcontract for the purpose of depriving the Bargaining Unit Employees of a working opportunity, or depriving them of daily or weekly overtime. The Company may, at it's discretion, sub-contract Baseboard and Boiler work. It is not the intent of this Article to eliminate any Bargaining Unit Positions.
2. Bargaining Unit Employees will not perform work or services, which the Company provides, on their own time for any Shellhorn & Hill customers.

#### ARTICLE 5. BREAKS

1. Employees covered by this Agreement shall be entitled to two (2) breaks consisting of fifteen (15) minutes in the first half of the shift, and fifteen (15)

minutes in the second half of the shift. Cannot be taken in the first hour of the day.

#### ARTICLE 6. LUNCH PERIOD

1. As provided for under the National Master Freight Agreement and Philadelphia, Pennsylvania & Vicinity Local Cartage Supplemental Agreement.

#### ARTICLE 7. TOOL ALLOWANCE

1. Vacuum Pumps and Recovery Units will be given to present mechanics who perform air-conditioning service. The units given will be on a one time basis. All new employees (hired after July 1, 1994) will be required to have their own Vacuum Pumps and Recovery Units. The Company will repair and/or replace any defective Vacuum Pumps or Recovery Units for the first year.
2. Vacuum Cleaners will be given to all present mechanics. The units given will be on a one time basis. All new employees (hired after July 1, 1994) will be required to have their own Vacuum Cleaner. The Company will repair and/or replace any defective Vacuum Cleaner after the first year.
3. The Company will provide the following Tool Allowance once each month of each year of the Agreement: The Company agrees to compensate each Technician forty cents (\$.40) per hour for all hours worked per month for Tool Allowance. Compensation will be added to the Tool Allowance Account.
4. The Company will supply one (1) map, for each area served, once each year to the employee.
5. The Company will supply drop clothes for all installations.

#### ARTICLE 8. SERVICE TRUCKS

1. The employees covered by this Agreement, who elect to take the service van home, shall be required to clean the interior and exterior of the Service Truck every two (2) weeks. Trash must be removed from the trucks daily.
2. When and if the Company authorizes this use of the Service Truck, the Company reserves the right to determine which employees may have the use of the trucks based on the classification or work shifts. The Company also reserves the right to

revoke this authorization by the individual employee if he abuses the privilege. However, Technicians on night work may elect to take the Service Van directly home upon completion of their shift.

3. The Service Trucks used by employees are to be locked and secured at all times and are not to be used for personal use without permission by the Employer. The Company may permit these employees to keep said truck at his residence so as to provide maximum service to the Company's customers.
4. Employees who take trucks home will be required to call dispatch twenty (20) minutes prior to their regular starting time as required by this Agreement. The Company will select the starting location, (i.e. shop or job site).
5. All Service Trucks will be supplied with one (1) First Aid Kit and will be refilled when necessary. It is understood the First Aid Kit is to be used by employees only.

#### ARTICLE 9. COMMISSIONS

1. The Company will pay a sixty-dollar (\$60.00) finders fee for all new jobs brought in by an employee that results in the installation of a new heater, air-conditioner or boiler by the employee or any employee. It is understood that the new job must be documented on the original repair order along with the reason why the order was brought in. Installation sales that are made directly by a technician will receive a 5% commission. To qualify for the commission the technician must make the sale either on his time or without exceeding the normal amount of time of a repair visit.

#### ARTICLE 10. FUNERAL LEAVE

1. Funeral leave will be as provided for under the National Master Freight Agreement and Philadelphia, Pennsylvania & Vicinity Local Cartage Supplemental Agreement.

#### ARTICLE 11. JURY DUTY

1. In the event of any regular full-time employee covered hereby called for jury duty during the life of this Agreement and having actually to have served under such call, the Company shall pay him the difference between his regular rate of pay

and the pay which he shall be entitled to receive as a juror for each of his scheduled work days that he shall actually serve and be paid as a juror provided:

- (a) The Company is notified one (1) week prior to start of jury duty.
  - (b) Employee has not volunteered for jury duty.
  - (c) Company's liability to make up the wage differential will be for all scheduled working days to a maximum of thirty (30) days per contract year.
2. It is further understood, if an employee is released from jury duty before twelve (12) noon, he is to report for work, but will not suffer any loss of pay, breaks or lunch. If an employee is released after twelve (12) noon, he will suffer no loss of pay for that day.

## ARTICLE 12. HOLIDAYS

1. The following Holidays are recognized:

New Years Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Christmas Day	

Five (5) Personal / Sick Days per Contract Year

2. All work performed on any Holiday shall be at the rate of double the straight time hourly rate plus the Holiday pay.
3. When a Holiday specified above occurs on a Sunday, the Monday following shall be observed as the Holiday. When a Holiday occurs on a Saturday, the Friday before shall be observed as the Holiday, with the exception of Christmas and New Years Day. Christmas and New Years Day will be extended as a float day to be taken at a Company approved time.
4. Employees who are serving their probationary period are not entitled to Holiday Pay for Holidays falling within their probationary period.

5. In order to qualify for eight (8) hours, or ten (10) hours if applicable, of straight time pay for Holidays not worked, it is provided that regular employee must work the regular scheduled workday which immediately precedes and follows the Holiday, except if the absence is mutually agreed to.
6. Senior employees may refuse to work on any of the above-mentioned Holidays, however all jobs must be covered by the junior employees on the seniority list.
7. Hours not worked for which Holiday Pay is received shall be counted as hours worked for the purpose of computing the number of hours in such workweek after which the employee is entitled to overtime pay unless the Holiday falls on an employee's day off.
8. Personal Days and Sick Days shall be used when requested by the employee only. It is not a Company option to pay when an employee has not requested a personal day unless the employee has already missed three (3) or more days without pay in the previous twelve (12) months. Unused Personal Days or Sick Days shall be paid to the employee upon his request at the end of the year of the Agreement at the option of the employee.
9. When a Technician is on call on any Holiday recognized by this Agreement, he shall receive two (2) hours pay at the current straight time hourly rate for "Stand By Time" even if he takes no calls *in addition to the holiday pay*. If he is called out, he shall receive double time for all hours worked *with a minimum of four (4) hours*.
10. Contract Customer calls must be serviced. Non-Contract customer calls will be at the employee's discretion.

### ARTICLE 13. VACATION

1. The length of regular vacation depends on the length of continuous service as follows:

1 week	1 year but less than 2 years
2 weeks	2 years but less than 5 years
3 weeks	5 years but less than 10 years
4 weeks	10 years but less than 25 years
5 weeks	25 years or more

Red Circled Mechanics with twenty-five (25) years or more seniority under old contract, six (6) weeks for thirty (30) years or more.

2. Vacation pay shall be at the straight time hourly rate of pay.
3. Vacations are non-cumulative and must be taken within the calendar year.
4. Vacation selection will be granted according to seniority. All vacations will be bid by March 31<sup>st</sup> of each year of the Agreement. All other remaining vacation will be on a first come, first served basis by seniority. One week of vacation may be taken one day at a time.
5. If during an employee's vacation, a Holiday falls which is recognized by this Agreement, the employee shall have the option of an additional days vacation or an additional days pay, except during the season of October 1 through the last day of February, which will be at the option of the employer.
6. Vacation pay shall be paid to employees prior to the start of their vacation.
7. Vacation may be taken at anytime in the calendar year, except during the periods November 1<sup>st</sup> through the last day of February, which would have to be mutually agreed to.
8. All employees qualifying for vacation shall be paid for forty (40) hours straight time for each week of vacation.

#### ARTICLE 14. SICK PAY

1. Present employees out on injury or illness (off the job) shall continue to be covered under Article 14 of the 1991-1994 Contract until they return to work.

#### ARTICLE 15. PURCHASE OF OIL

1. Fuel oil will be sold to employees for a price of five cents (\$.05) per gallon over wholesale.

#### ARTICLE 16. HEALTH & WELFARE

1. The Company shall continue to contribute to the Teamsters Health & Welfare Fund under the same terms and conditions that are in effect under the National Master Freight Agreement.

2. It is understood that once an employee has been employed with the Company for a two (2) year period from the employees seniority date, the Company shall be required to pay to the Teamsters Health & Welfare Fund of Philadelphia and Vicinity, upon proof of an employees claim being rejected, such daily contributions as are required to continue each employees eligibility for Health & Welfare Benefits under the terms and conditions set by the Trustees of The Fund and in the amounts set forth therein, for the duration of said employees eligibility on the Employers seniority list.
3. On the job injuries: To receive compensation from the Company the employee must report all work related injuries within twenty-four (24) hours of injury or no later than the next regular business day of the Company. A written statement will be taken and signed by the employee that includes a detailed description of when, where, and how the injury occurred. This report is necessary to protect the employee's future rights and must be filed even if immediate medical attention is not required. Additionally, the employee must identify any witnesses to the incident and statements will be obtained from those persons as well.
4. Employees failing to file a timely report as described in the first paragraph of this section may still be eligible for a Workers Compensation Claim, but will not receive compensation from the Company outside of what and when Workers Compensation pays to the employee.
5. Additionally, employees must elect the most expeditious medical remedy for their particular injury to limit time missed from work. Employee's opting for treatments that delay their return to work will only receive compensation from the Company for the amount of time required for a more expeditious treatment.
6. In any event, compensation to the employee will not commence until the insurance company has confirmed the injury as a qualifying Workers Compensation claim. Pay will be retroactive to the first day of work that was missed due to the injury.
7. Qualifying work related injuries that have complied with the reporting requirements will be compensated as follows:
  - a). Full Pay advanced to the employee for the first twelve (12) weeks of work missed due to injury, with the employee surrendering all payments received from Workers Compensation to the Company.

b). Seventy-Five percent (75%) of the employee's pay advanced to the employee for the second 12 weeks of work missed due to injury, with employee surrendering all payments received from Workers Compensation to the Company.

#### ARTICLE 17. PENSION PLAN

~~1. This Pension is based on time in service, as well as wages. The Plan will be funded by New York Life Insurance Company and will be at the employee's discretion for Widow Benefits. Any benefit received will be in addition to any Social Security received. If the company changes plans during the life of this agreement, the employee shall not suffer any loss of benefits.~~

#### ARTICLE 18. GLOVES

1. The Company will supply to each employee one (1) box of latex gloves once each month.

#### ARTICLE 19. CELL PHONES

1. Personal cell phones are to be left in the service van.

#### ARTICLE 20. COMPANY RADIOS

1. In the event a Technician is in a "Dead Zone," he will be permitted to proceed to an area in order to communicate with the Company. If a Technician must use a pay phone he will be reimbursed.

#### ARTICLE 21. PERSONAL RADIOS

1. Portable radios will be permitted during installations only; however, headphones are prohibited in any situation.

ARTICLE 22. D.R.I.V.E.

1. 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 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 National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the 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 for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan.

GENERAL TEAMSTERS LOCAL 326

SHELLHORN & HILL, INC.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## APPENDIX "A"

### Per Hour Rates:

First Class: It is understood that all First Class Mechanics shall receive the following yearly increases:

Increase per hour:

<del>(.30)</del> <u>(.50)</u>	<del>(.40)</del> <u>(.50)</u>	<del>(.50)</del> <u>(.50)</u>	<del>(.60)</del>
July 1, 2010 <del>2014</del>	July 1, 2011 <del>2015</del>	July 1, 2012 <del>2016</del>	July 1, 2013
\$28.29 <u>\$30.29</u>	\$28.69 <u>\$30.79</u>	\$29.19 <u>\$31.29</u>	\$29.79

SECOND CLASS: It is understood that all Second Class Mechanics shall receive the following yearly increases:

Increase per hour:

<del>(.30)</del> <u>(.50)</u>	<del>(.40)</del> <u>(.50)</u>	<del>(.50)</del> <u>(.50)</u>	<del>(.60)</del>
July 1, 2010 <del>2014</del>	July 1, 2011 <del>2015</del>	July 1, 2012 <del>2016</del>	July 1, 2013
\$24.94 <u>\$26.94</u>	\$25.34 <u>\$27.44</u>	\$25.84 <u>\$27.94</u>	\$26.44

THIRD CLASS: It is understood that all Third Class Mechanics shall receive the following yearly increases:

Increase per hour:

<del>(.30)</del> <u>(.50)</u>	<del>(.40)</del> <u>(.50)</u>	<del>(.50)</del> <u>(.50)</u>	<del>(.60)</del>
July 1, 2010 <del>2014</del>	July 1, 2011 <del>2015</del>	July 1, 2012	July 1, 2013
\$20.77 <u>\$22.77</u>	\$21.17 <u>\$23.27</u>	\$21.67 <u>\$23.77</u>	\$22.27

<u>Apprentice:</u>	First Year	\$12.00 per hour
	Second Year	\$13.00 per hour
	Third Year	\$14.00 per hour
	Fourth Year	Third Class Rate

The Company may create an Apprenticeship Program for new hires. Apprentices will serve a maximum of three (3) years in the Program, at which time they will then be classified as Third Class Mechanics and progress to that rate.

Apprentices and Third Class Mechanics will only be used on installs as the third man.

<u>Apprentice:</u>	First Year	\$12.00 per hour
	Second Year	\$13.00 per hour
	Third Year	\$14.00 per hour
	Fourth Year	Third Class Rate

Apprentices and Third Class Mechanics will only be used on installs as the third man.

HEALTH & WELFARE

COMPANY WILL MAINTAIN CURRENT TEAMSTERS HEALTH & WELFARE PLAN FOR THE DURATION OF THE CURRENT LABOR AGREEMENT UNDER THE GUIDELINES OF THE NATIONAL MASTER FREIGHT AGREEMENT AS NOTED BELOW:

CURRENT HOURLY CONTRIBUTION RATE: ~~\$6.147~~ \$7.4975

EFFECTIVE ~~JULY~~ AUGUST 1, 2010~~2014~~, THE HOURLY CONTRIBUTION RATE SHALL INCREASE BY ~~(.35)~~ (.25) PER HOUR: ~~\$6.3975~~ \$7.8475

~~EFFECTIVE JANUARY 1, 2011, THE HOURLY CONTRIBUTION RATE SHALL INCREASE BY (.25) PER HOUR: \$6.6475~~

~~EFFECTIVE AUGUST 1, 2011, THE HOURLY CONTRIBUTION RATE SHALL INCREASE IN ACCORDANCE WITH THE 2008-2013 NATIONAL MASTER FREIGHT AGREEMENT.~~

~~EFFECTIVE AUGUST 1, 2012<sup>5</sup> THE HOURLY CONTRIBUTION RATE SHALL INCREASE IN ACCORDANCE WITH THE 2008-2013 NATIONAL MASTER FREIGHT AGREEMENT.~~

~~EFFECTIVE AUGUST 1, 2013<sup>6</sup> THE HOURLY CONTRIBUTION RATE SHALL INCREASE IN ACCORDANCE WITH THE 2008-2013 NATIONAL MASTER FREIGHT AGREEMENT.~~

*The company will continue to make contribution rate increases throughout the life of the Agreement.*