

Joint Council No. 40 Freight Council Supplemental Agreement

**Embracing the Jurisdiction of
Local Unions 30, 110, 249, 261,
397, 491, 538 and 585**



**For The Period April 1, 2008
thru March 31, 2013**

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**TEAMSTERS
JOINT COUNCIL NO. 40
FREIGHT COUNCIL
SUPPLEMENTAL AGREEMENT**

**=Embracing the Jurisdiction of
Local Unions 30, 110, 249, 261, 397,
491, 538 and 585**

**=For the Period
April 1, 2008 to March 31, 2013**

PREAMBLE

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 491, 538 and 585 affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters, (hereinafter referred to as the Union) agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered

The execution of this Supplemental Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above and shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within the area located within the jurisdiction of the Local Union, except as provided in Article 53, Sections 1 and 5 of this Agreement.

Section 2. Employees Covered

A. Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horsedrawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

B. Employees on student trips shall be paid in accordance with the provisions of this Agreement.

C. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his services, as well as the ends to be accomplished.

Section 3. City or Local Work

Over-the-road employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein. All doubles units will be pre-strung by local cartage employees, provided the equipment is

available, and qualified local cartage employees are available except where there is an agreed to past practice.

The prevailing Local Union City Cartage provisions shall govern all wages and conditions of runs exclusively within a radius of the home terminal, provided the hourly wage rates are equal to or higher than the rate in this contract.

ARTICLE 41. UNION SHOP AND DUES

Section 1.

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Where the seniority date of two or more employees falls on the same date, then that employee with the earlier punch-in shall be awarded the senior position. New hires/probationary employees shall be arranged on a call list beginning with the date and time of starting.

After working thirty (30) days in probationary status the employee shall be placed on the regular seniority list.

The Employer shall have the unilateral right, during the first 30 day period of an employee's employment to terminate such employee without recourse.

Section 2.

A. Those employees who are designated as "probationary/new hire" employees, as defined herein, shall be employed under the terms and conditions of this section. The parties agree that these new hire provisions are not to be used to eliminate or subterfuge the employment of additional employees (i.e., the flooding of probationary new hires to keep from allowing these employees to gain seniority.) Disputes over this section shall be subject to the grievance procedure.

B. New Entry Rates

Effective April 1, 2008, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

Non CDL Qualified:

Effective first (1st) day of employment — seventy percent (70%) of the current rate.

Effective first (1st) day of employment plus one (1) year — seventy-five percent (75%) of the current rate.

Effective first (1st) day of employment plus two (2) years — eighty percent (80%) of the current rate.

Effective first (1st) day of employment plus three (3) years — one hundred percent (100%) of the current rate.

CDL Qualified: (and Mechanics)

Effective first (1st) day of employment — eighty-five percent (85%) of the current rate.

Effective first (1st) day of employment plus one (1) year — ninety percent (90%) of the current rate.

Effective first (1st) day of employment plus two (2) years — ninety-five percent (95%) of the current rate.

Effective first (1st) day of employment plus three (3) years — one hundred percent (100%) of the current rate.

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

Section 3. Definitions

A. Probationary/New Hire Employees

1. Probationary/new hire employees are employed by the Employer with the expectation that they will complete the probationary period and gain regular seniority status in accord with Article 41 of this Agreement.

(a) Eligible probationary/new hire employees shall be called to work before the Employer utilizes casual/extra employees.

B. Casual/Extra Employees

1. Casual/Extra employees are employees used to fulfill work requirements caused by absenteeism, vacation or temporary increases in the normal workload. An individual hired as a casual/extra employee shall not hold or have claim to seniority under the terms of this contract except as otherwise provided below.

(a) Any casual employee who works a total of ninety (90) days shall be immediately added to the bottom of the list of probationary/new hires.

(b) Any probationary/new hire employee who works a total of thirty (30) days in this classification shall be considered to have successfully completed their probationary period and will be added to the bottom of the regular seniority list effective with their thirty-first (31st) day worked.

(c) Qualifications for full time benefits shall commence when the employee obtains full-time status.

(d) A monthly list of all casual and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall include:

(a) the employee's name, address and social security number;

(b) the date worked;

(c) the classification of work performed each date, and the hours worked; and

(d) the name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or the shop steward.

ARTICLE 42. ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee, designated by the Union to attend a labor convention or serve in any capacity, on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Employees elected to full time Union positions shall maintain and accumulate their seniority with the Employer except accrual for vacation purposes so long as the employee maintains such full time position with the Union.

Section 2. Leave of Absence

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Local Union or Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved drug and alcoholism program. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

ARTICLE 43. SENIORITY

Section 1.

A. Seniority rights for employees shall prevail in accord with this Agreement. Seniority shall be broken only by discharge, voluntary quit, normal or early retirement, or more than a three-year layoff. In the event of a layoff, an employee so laid off shall be given ten (10) days' notice of recall mailed Certified Mail, Return Receipt Requested to his/her last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. Prior to the return to work of such recalled employee, casual or part-time employees may be used by the Employer without violating this recall procedure or the seniority provisions of this Agreement. In the event the employee fails to comply with the above, the employee shall lose all seniority rights under this Agreement.

(1) Individual employees who are on layoff status may notify the Employer, in writing, at time of layoff, or during the period of layoff, that they do not wish to be recalled to work of a day-to-day nature. Any employee not electing to notify the Employer under this Section shall be available for work in accord with this Agreement. Such notice shall relieve the Employer of the responsibility for recall and shall further protect the employee's seniority rights. The Employer shall not recall employees from layoff who have given the written notice mentioned herein unless that Employer can normally

expect that at least one full week's work will be made available to the recalled employee. In the event the employee fails to comply with the above, the employee shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

(2) When an employee, due to lack of work, has not worked in a seven (7) day calendar period, this employee will be considered to be on layoff status.

B. The Local Union and the Employer shall agree, subject to the approval of the Joint Area Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement but remain in the employ of the Employer in some other capacity, may retain terminal seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

Section 2.

The Employer shall not require as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

Section 3.

A. Posting

All regular starting times, peddle runs and positions are subject to seniority and shall be posted for bid. Bidding of starting times shall be in accord with principles established on a company-by-company basis. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy and starting time, peddle run or position open for bid. Such posting of bids shall be on a semiannual or annual basis unless operational needs require a bid change. Posted bids shall include provisions for cancellations and/or reinstatement of individual bid positions. Where a posted

bidding program is in effect, the Employer shall be required to post the bids for a minimum of a seven (7) calendar day period, prior to the effective date of the bids. Where there are twenty (20) or more employees at the terminal, the bids shall be posted for a fourteen (14) calendar day period. This shall apply to annual or semi-annual bids only. In the event of dispute on the time, manner and type of situation for bidding, the matter shall be submitted to the grievance procedure. If there is no agreement relative to replacement of the semi-annual or annual bid program, the current bid program shall remain in effect or be canceled at the Employer's option until the matter is settled through the grievance procedure.

Employees on worker's compensation shall be permitted to bid in accordance with their seniority. Employees when released from worker's compensation shall return to work in the bid position he/she selected at time of posting, if still in existence.

If the employee's bid has been canceled at the time he/she is released and returns back to work, that employee may bump a less senior employee within his/her terminal.

Temporary job vacancies created due to compensable injuries, disability or absences of a week or more, excluding vacations, shall be temporarily filled by offering such work in seniority order to the list of on-call employees.

Dispatch assignments shall be at the sole discretion of the Employer except when more than one (1) driver is dispatched at the same time. Other than bid, the most senior employee shall be permitted the choice of dispatch provided the employee has available hours to complete the work assignments.

B. Layoffs

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee may be given written notice of layoff by the Employer.

Section 4. Controversies

Within thirty (30) days after the effective date of this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal a list of employees arranged according to their seniority. Claims for corrections to such lists must be made within thirty (30) days after posting, and after such time lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists, if raised within the thirty (30) day period shall be submitted to the Grievance Procedure as established in this Agreement. New employees shall be placed on the seniority list when they have obtained seniority.

Any time that there is a change in the seniority list, a new seniority list shall be posted within 72 hours of the change.

Section 5.

A. Helpers, checkers and dock employees shall be given an opportunity to drive according to seniority, subject to the approval of the Union and the employer.

B. Any employee who is injured on the job and finds out that upon returning to work they cannot perform their former duties due to said injury, they shall be given consideration on another job where it is agreeable between the Employer and the Local Union.

ARTICLE 44. GRIEVANCE MACHINERY

Section 1. Joint Area Committee

The Employers and Unions within the jurisdiction of Teamsters Joint Council No. 40 shall create a Joint Area Grievance Committee which shall be known as the Western Pennsylvania Teamsters and Employers Joint Area Committee and shall consist of an equal number of representatives appointed by Teamsters Joint Council No. 40 and the Employer and/or Employer Associations, where applicable. The Joint Area Grievance Committee shall formulate and reduce to writing rules of procedure to govern its meetings.

The Joint Area Grievance Committee shall have jurisdiction over

disputes and grievances involving Local Unions within the Joint Council No. 40 jurisdictional area.

Section 2. Eastern Region Joint Area Committee

The Employers and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location.

Section 3. Functions of Committees

It shall be the function of the various Committees above referred to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45. All Committees established under this Article may act through subcommittees duly appointed by such Committee.

Section 4. Attendance

Meetings of all Committees above referred to must be attended by each member of such Committee or his alternate.

Section 5. Examination of Records

The Local Union, the Western Pennsylvania Teamsters and Employers Joint Area Committee, or the Eastern Region Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to specific grievances.

Section 6. Change of Operations

Present terminals, breaking points, or domiciles shall not be transferred or changed nor shall there be any transfers of equipment between terminals which will adversely affect the employment opportunities of the employees at the terminal from which such transfer of equipment is to be made without the Employer first having asked for and receiving approval from the subcommittee on Change of Operations, the members of which shall be appointed by

the Eastern Region Joint Area Committee at each regular meeting. This shall not apply within a twenty-five (25) mile radius.

This Committee shall have the power to extend the five (5) year lay-off period contained in the Seniority Clause, in considering any change of operations.

When a change of operations is approved that results in the redomiciling of road driver personnel to the jurisdiction of Local Unions covered by this Supplement then that Employer shall discuss road driver dispatch procedures with the affected Local Union prior to the actual redomicile of any road drivers. When a Change of Operations involves domicile of employees within the Joint Council No. 40 Supplemental area only, then such change shall provide for a 60-day "window period".

The Company or Local Union may request to discuss and consider changes in dispatch procedures when either party feels a necessity or need of such providing it has no effect on any other Local Union.

Section 7. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be referred to the National Grievance Committee, in accordance with Article 8.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.

Failure to comply with a decision rendered by the appropriate Joint Grievance Committee shall withdraw the benefits of the First Paragraph of this Section until that decision is complied with. In

the application of this Paragraph, a responsible officer of the Local Union involved shall first give seventy-two (72) hours' written notice, excluding Saturday, Sunday and holidays, to the Employer of its intent to take strike action.

In the event of any grievance, complaint or dispute on the part of an employee, it shall be handled in the following manner:

(a) The employee shall report it to his Shop Steward or Committee-person in writing within seven (7) days if local or ten (10) days if road. The Steward or Committee-person shall attempt to adjust the matter with the Employer within forty-eight (48) hours.

(b) Failing to agree, the Shop Steward shall report the matter to the Local Union which shall submit it on Western Pennsylvania Joint Area Committee provided forms completely filled out, i.e., Article violated, details of grievance, adjustment request, etc. to the Employer and attempt to adjust the same with Employer within five (5) days.

(c) In the event the matter cannot be adjusted by the method set forth above, the Local Union (or the Company when case is filed by Company) shall send, upon the proper forms, the matter to the Secretary of the Western Pennsylvania Joint Area Committee for scheduling, in accord with the rules of that Committee, at the next regular meeting of that Committee to hear and adjust the matter. Where the Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken. Such a decision will be final and binding on both parties with no further appeal. The Joint Committee shall hear only those cases that are filed in accord with Section 1(b) of this Article.

(d) Deadlocked cases shall be submitted to the Eastern Region Joint Area Committee for decision. When a case involves a matter of discharge, and that case is deadlocked by the Eastern Region Joint Area Committee, the grievance shall be referred to arbitration. The parties may agree, but not be required, to waive the Eastern Region Joint Area Committee and go directly to arbitration in cases involving discharge.

(e) Where any Committee established under this provision by majority vote, settles a dispute such decision shall be final and binding on both parties with no further appeal.

(f) While the matter is being processed through the Grievance Procedure, the work shall not be impeded in any way. The fact that the Union has complied with this provision shall not in any way jeopardize its position in any subsequent step of the Grievance Procedure.

(g) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(h) The Joint Area Committee shall have full power to determine retroactivity in all cases relating to grievances.

(i) A decision rendered by the appropriate persons in any step of the Grievance Procedure shall be final and binding on the parties to the grievance, with no further appeal.

Section 2.

A. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in payment of his contribution to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, and notice to the Union by the Trustees, the employees or their representatives, the proper official of the Local Union shall give 72 hours' written notice, excluding Saturday, Sunday and holidays, to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Local Union shall, after notice, uniformly apply the provisions of this Article.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees. Delinquent Employer must also pay all attorneys' fees and costs of collection.

B. It is mutually agreed that all monies due and owing under the Health and Welfare and Pension provisions of this Agreement shall be considered as wages and collectable as such.

ARTICLE 46. DISCHARGE AND SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. The Employer shall not discharge any employee without notice except if the cause of such discharge is dishonesty, drinking of or under the influence of alcoholic beverages, use of narcotics, barbiturates or amphetamines, drug intoxication as provided in Article 35, Section 3(a) of the Master Agreement, the possession of controlled substances and/or drugs either while on duty or on Company property, proven major preventable accident that involves serious damage, injury, or fatality while on duty, the carrying of unauthorized passengers (Where the Company has established program to permit such passengers this provision shall not apply to passengers required by the Company, Shipper or Receiver), failure to report a serious accident or one which the employee would normally be aware of, possession of firearms on Company property or equipment (except a legitimate hunting rifle or shotgun cased and secured out of sight in the employee's personal vehicle in accordance with applicable law). Chronic or habitual absenteeism shall subject the employee to disciplinary action.

While this Article clearly indicates offenses for which an employee may be discharged without prior warning, there may be certain instances where an employee's gross misconduct or actions may justify suspension or discharge without a prior warning. Gross misconduct is defined to mean proven conduct that exposes the Employer to monetary liability from third parties, governmental entities or other employees. Disputes arising from such instances shall be resolved by the Grievance Committee.

In all other cases, including chronic or habitual absenteeism, the Employer must notify the employee, the Steward and the Local Union in writing of the reason for disciplinary action and the disciplinary action to be taken; and the Steward or the Business Agent of the Local Union may meet with the Employer to discuss the proposed disciplinary action. Should no agreement result from this meeting, the employee may file a grievance in accord with the Contract. If the Joint Area Committee determines, on the basis of the facts presented, that the disciplinary action was excessive or unwarranted, it shall be reduced or rescinded. The Committee may assess the Company for time lost as it determines to be warranted.

A warning letter or previous disciplinary action, over nine (9) months old, may not be used for any purpose under this Agreement except for those required by law or administrative regulation.

Alcohol and Drug Use

The provisions of Article 35, Section 3 of the National Master Freight Agreement shall apply in its entirety.

B. All letters issued under the terms of this Article shall be hand delivered to the employee if that employee is on duty at the time of issuance of such letter. The employee shall sign for such letter at the time it is tendered; failure of the employee to sign for the letter, or if the employee is not on duty at the time of issuing such letter, then the warning letter shall be sent to the employee's home. Warning letters must be issued no later than ten (10) working days following the employers knowledge of the violation, except in those cases where a letter of investigation was issued within ten (10) working day period. Letters of investigation shall be valid for thirty (30) calendar days from said infraction.

C. Appeal from discharge must be made in writing, within seven (7) days of the effective date of the discharge.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1.

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, 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). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee

has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours. Where, due to the location of the Employer's doctor, there is an abuse of time established herein, the matter shall be handled through the Grievance Procedure.

The Company 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 reexamined at the Union's expense.

In the event of disagreements between the doctor selected by the company and the doctor selected by the Union, the Company and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Upon request, the Company shall provide the employee with a copy of the report received from the doctor. Disputes concerning back pay shall be subject to the grievance procedure.

Section 2.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 48. HEALTH AND WELFARE

The Employer shall contribute to an employee Health and Welfare Fund in accordance with the Schedule of Contributions listed below for each regular employee. The Health and Welfare Plan and the conditions of its administration shall be attached to and be part of this Agreement.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered

by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

The Employer agrees to post the most recent copy of the Health and Welfare payments of each employee at their domicile.

Effective 4/1/08 the contribution schedule per employee per month shall be:

Local 261—\$1,008.89

Local 491—\$940.00

All other Locals—\$1,043.77

There will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2008, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2009, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2010, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2011, and there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2012, the above increase shall be allocated between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Supplemental Negotiating Committee shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the above indicated benefits increases to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Joint Area

Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Joint Area Committee may also determine whether the Employer's claim was bona fide.

If an employee would have qualified for Health and Welfare contributions but for an absence because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of three (3) months, or if an employee is injured on the job the Employer shall continue to pay the required contribution until such employee is released for duty if that employee would have qualified for such contribution but for the compensable injury but in no case shall the contribution be required for a period of more than six (6) months.

If absence initially requires that the employee be confined to the hospital for a period of four (4) or more days then the contribution for Health and Welfare payments shall be made even though that employee would not have qualified for such payments but for the injury or illness.

In the application of this paragraph, it shall be the Employer's obligation to make the required contributions for a cumulative period of time (either 3 months or 6 months) for each illness or injury, and such 3 months or 6 months period need not be consecutive.

If an employee is granted a leave-of-absence for any reason other than assuming full-time elected union office, the Employer shall collect from such employee, prior to the leave-of-absence being effective, sufficient monies to pay the required contributions to the Health and Welfare Fund during the period of absence.

An employee, to qualify for health and welfare contributions, must have one hundred (100) hours in the preceding month to qualify for the succeeding month's contribution unless that employee is on lay-off status or the Employer has not provided that employee full work

opportunity in which case only eighty (80) qualification hours shall be necessary. The Negotiating Committee will define absenteeism and how it is to be applied to this Article.

ARTICLE 49. PENSION PLAN

Section 1.

The Employer shall contribute to the applicable Pension Fund for each eligible employee: regular, casual, extra, probationary, or replacement employee covered by this Agreement in accordance with the terms of the Pension Trust Agreement and Plan. There shall be no other pension funds under this Contract for operations under this Contract or for operations to which the employers who are party to this Contract are also parties. The amount of such contribution shall be:

The Employer agrees to post the most recent copy of the Pension payments of each employee at their domicile.

Effective 4/1/08:

Local 491—\$279.20

All Others—\$254.00

There will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2008, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2009, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2010, there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2011, and there will be a (\$1.00 per hour) \$40.00 per week increase on August 1, 2012, the above increase shall be allocated between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Supplemental Negotiating Committee shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the above indicated benefits increases to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Joint Area Committee may also determine whether the Employer's claim was bona fide.

(a) Contributions to the Pension Fund must be made for each week for each regular employee who has worked at least two (2) days (tours of duty) in that week, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

(b) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated Representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

(c) If an employee is granted a leave of absence for any reason other than assuming full-time elected union office, the Employer shall collect from such employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to the Pension Fund during the period of absence.

(d) If an employee would have qualified for Pension contributions

but for an absence because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, or if an employee is injured on the job the Employer shall continue to pay the required contribution until such employee is released for duty if that employee would have qualified for such contribution but for the compensable injury but in no case shall the contribution be required for a period of more than six (6) months.

If absence initially requires that the employee be confined to the hospital for a period of four (4) or more days then the contribution for Pension payments shall be made even though that employee would not have qualified for such payments but for injury or illness.

In the application of this paragraph, it shall be the Employer's obligation to make the required contributions for a cumulative period of time (either 1 month or 6 months) for each illness or injury, and such 1 month or 6 months period need not be consecutive.

(e) There shall be no deduction from equipment rental of owner operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

The Employer shall contribute for each extra, probationary or casual employee who works, the maximum amount of \$8.00 per day to the Pension Fund. This payment shall not be required if the pension contribution established by this Supplemental Agreement has been paid on their behalf.

ARTICLE 50. DEATH IN FAMILY

In the event of a death of a member of the employee's family and the employee attends the funeral, the employee shall be allowed a reasonable time off between the day of death and funeral day, not to exceed three (3) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work. Members of the employee's family mean husband, wife, child, parent, foster parent, brother and sister.

In the event of a death of the employee's mother-in-law or father-in-law and the employee attends the funeral the employee shall be allowed a reasonable time off between the day of death and funeral day, not to exceed two (2) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work.

In the event of a death of the employee's grandparent, and the employee attends the funeral, the employee shall be allowed time off, not to exceed one (1) day and shall be reimbursed eight (8) times the straight time hourly rate for the day lost from work.

ARTICLE 51. COMPETITIVE EQUITY

In order that the continuous loss of jobs and work opportunity by employees employed under this Supplemental Agreement may be halted and in order that additional work opportunity may be gained for such employees, the Local Union and the Employer may agree, subject to the approval of the Western Pennsylvania Joint Freight Negotiating Committee to amendments or changes in the terms of this Supplement.

ARTICLE 52. SICK LEAVE

In the application of Article 38 of this Agreement, the parties agree that sick leave may be taken on a day-to-day basis, after reasonable notice to the Employer of the employee's intent to take such sick leave. Employees with eligible sick leave who miss work for their own medical reasons may be paid a sick day.

ARTICLE 53. LOCAL CARTAGE PROVISIONS

Section 1. Pay Period

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee, except where a different pay program has been established or approved by the Joint Area Committee.

Payment of earned vacation and unused sick leave shall be made on separate checks and not included in the regular earnings check.

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Direct deposit is mandatory for employees hired after 4/1/03. Employees hired prior to 4/1/03 shall have the option for participation in direct deposit.

Section 2. Meal Period

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. Individual dock employees shall be given a fixed lunch period at the beginning of each workweek and such time shall not be changed during the week. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before they have been on duty four (4) hours or after they have been on duty six (6) hours. An employee, required to work during the two (2) hour period set forth above without lunch shall receive their regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

The one (1) hour or one-half (1/2) hour lunch period shall be handled on a stop by stop basis between the Company, the Association and the principal officer of the affected Local Union.

Section 3. Sundays and Holiday Work

A. Sundays

Any employee covered by this contract required to work on Sunday shall be paid for such work at the rate of double time with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour workweek. This shall not apply to employ-

ees starting on or after 6:00 p.m. on Sundays and holidays; however, the eight (8) hour minimum guarantee applies.

B. Holidays

(1) The following named holidays, or the days observed as such, shall be recognized as legal holidays for all Local Unions: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday. Veteran's Day and Good Friday holidays shall be observed in accordance with the following practice:

a. The Company has the option to shut down for the holiday at its own determination.

b. If the Company desires to work, those individuals electing to work and qualified for the holiday may take any other day off in lieu of the holiday, any day of their choice between the holiday and the end of the current contract year, March 31. Should Good Friday fall immediately preceding the end of the contract year, March 31, then September 1 will be substituted.

c. The parties to this agreement realize that on these holidays there may be work to cover and as such the work will be offered in seniority order and if the required number of employees do not sign for such work, the employer will force in reverse seniority to the required number. Any employee working on either of these two (2) holidays will be paid at the straight time hourly rate.

(2) Any regular employee who does not work on the holiday but who has worked ninety (90) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to eight (8) hours' (nine (9) hours for employees scheduled on a five 9-hour day workweek and ten (10) hours for employees scheduled on a four 10-hour day work week) pay at the straight time hourly rate for such holiday. Time lost due to vacation shall be used in computing hours worked.

(3) Any regular employee who works on the holiday and is eligible

for holiday pay as provided in (b) above shall be paid for all work performed at the time and one-half (1 1/2) hourly rate in addition to receiving his holiday pay, and shall be guaranteed a minimum of eight (8) hours work, for those holidays other than Veteran's Day and Good Friday.

(4) When a holiday falls during the regular vacation of an employee entitled to holiday pay, the employee shall receive an extra day's pay for such holiday. Said employees shall have the option of taking an extra day off at the end of their scheduled vacation. Said employee must notify the Employer of his or her intention prior to the start of his or her vacation.

(5) Pay for unworked holidays shall not be used in computing overtime pay in the regular workweek. Time worked in excess of thirty-two (32) hours in any week in which a holiday occurs shall be paid for at the rate of time and one-half (1 1/2) except where the holiday falls on Saturday or Sunday provided the holiday falls within the scheduled workweek. Then the time and one-half (1 1/2) shall be paid after the fortieth (40th) hour (after 36 and 45 hours respectively for employees scheduled on a five 9-hour workweek).

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

Section 4. Vacations

A. Vacation time for employees with over sixty (60) days' employment on June 1st, but less than one (1) year's service, shall be prorated for this period of employment.

(1) Each employee with a record of continuous employment for one (1) year or more but less than two (2) years shall receive one (1) week's vacation with pay.

(2) Each employee with a record of continuous employment of two (2) years or more but less than eight (8) years shall receive two (2) weeks' vacation with pay.

(3) Each employee with a record of continuous employment of eight (8) years or more, but less than fifteen (15) years, shall receive three (3) weeks' vacation with pay.

(4) Each employee with a record of continuous employment of fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

(5) Each employee with a record of continuous employment of twenty (20) years or more shall receive five (5) weeks' vacation with pay.

(6) Each employee with a record of continuous employment of thirty (30) years or more shall receive six (6) weeks' vacation with pay.

(7) June 1st shall be the eligibility date for all employees for vacation purposes. (Employees who obtain seniority between June 1 and July 31 shall, after their first vacation, be credited with a June 1 anniversary date for vacation purposes only.)

(8) Employees entitled to three (3) or more weeks vacation in accordance to the Agreement will be permitted to split one (1) week of said vacation into a maximum of five (5) calendar days. When the employee elects to utilize this option he will be paid according to the number of days taken, provided the vacation day complies with the maximum percentage of employees permitted off.

B. Vacations are to be scheduled any time during the time from June 1st to May 31st of each year. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation. Employees are to select their vacation period in the order of seniority. No employee shall accept vacation pay in lieu of vacation. Vacation pay shall not be less than 45 hours' pay at the employees regular rate of pay as set in Section 9 or for two (2) year employees, 90 hours' pay; or for eight (8) year employees, 135 hours' pay; or for fifteen (15) year employees, 180 hours' pay; or for twenty (20) year employees, 225 hours' pay; or for thirty (30) year employees, 270 hours' pay.

C. All employees upon request shall receive their vacation pay before taking vacation.

D. A list of employees who are to receive vacations should be posted in all terminals. Vacations are to be taken seven (7) consecutive days as of the calendar week, Sunday through Saturday, 12:01 a.m., Sunday through 12:00 p.m., Saturday, for two (2) year employees, either fourteen (14) consecutive days or two (2) seven (7) day periods, for eight (8) year employees, either twenty-one (21) consecutive days or three (3) seven (7) day periods, for fifteen (15) year employees, either twenty-eight (28) consecutive days or four (4) seven (7) day periods, for twenty (20) year employees, either thirty-five (35) consecutive days or five (5) seven (7) day periods, and for thirty (30) year employees, either forty-two (42) consecutive days or six (6) seven (7) day periods. Time selected to be mutually agreed to by the employee and Employer.

E. Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees.

Employees who are absent more than sixty (60) work days for the reasons stated herein or thirty (30) work days if work was offered and refused except for proven illness shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st.

F. The pro rata provisions of this Section shall also apply to all employees who terminate their employment with their Employer between June 1st and June 1st.

G. If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

H. Where an employee has worked, during the vacation eligibility year, at least sixty (60) days (or tours of duty) under the terms of the Over-the-Road and Local Cartage Articles, then that employee's vacation pay shall be computed on the basis of the number of dollars earned under each article, Road or Local Cartage, as

compared to their total earnings and the resultant percentages shall be applied to the appropriate article for total vacation pay computation.

I. Employees shall bid vacation periods by seniority. During the period June 1st to September 1st of each year the Company shall permit at least 15% of those active employees by classification employed by the company (local driver, dock, and over-the-road) personnel to take a vacation. The number to be granted vacation shall be mutually agreed to so that the Company will, at all times, have sufficient qualified personnel to maintain their operation. Employees off work due to military leave will not be counted towards the 15% under this section.

Section 5. Protective Apparel

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves. Terminal switchers and hostlers shall be provided with rain gear.

Section 6. General Conditions

A. There will be no interest or handling charge on earned money advanced prior to regular payday.

B. Employees changing jobs must notify Union immediately.

C. It shall be the duty of every employee to carefully check all goods handled by such employees and any overages, shortages or damages shall promptly be reported to the Employer in writing.

D. After mutual agreement between the company and the Local Union, the company may establish a flexible workweek based on any five (5) days out of a seven (7) day week. In such case, workweek schedules shall be established in accord with Article 53, Section 9, D.

E. Drivers, who because of having their operator's license suspended may not drive, shall be eligible for call for that work for which they can qualify in accord with their seniority, but may not bump

any regular employee irrespective of their relative seniority until the next regular bid period. This clause shall not apply when separate contract seniority is observed.

A driver who fails to notify the company that his/her license is suspended shall be subject to disciplinary action.

F. The trucking industry within the jurisdiction of Joint Council 40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of those Local Unions but who are not regular employees of companies covered by this Agreement.

G. Employees will be provided a receipt, if requested, for all monies turned in.

H. No employee shall be required to take any form of lie detector test as a condition of employment.

I. A work break shall be recognized and shall be taken as in the past.

Section 7. Paid for Time

A. General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until they have been effectively released from duty. All time lost due to delays as a result of overloading or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for after promptly reporting any delay to management. The Employer shall pay for all time spent attending meetings at the Company's specific direction.

B. Call-In Time

Employees shall be given eight (8) hours of uninterrupted rest period.

Employees called to work shall be allowed sufficient time, not to exceed two (2) hours, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for all the work available which shall be designated the night before. When the Company finds it has additional work, the Company is required to call regular employees in seniority order for that work and must allow employees so called two (2) hours to report to work. If called and not put to work, employees shall be guaranteed eight (8) hours' pay at the rate specified in this Agreement for their classification of work. If employee is put to work they shall be guaranteed a minimum of eight (8) hours' pay.

C. Make Up Day

When a regular bid employee misses a scheduled work day due to a bona fide personal emergency, that day may be made up by that employee if work is available within that employee's scheduled six (6) day work week before the Company calls non-seniority employees for that day. The Employer agrees the employee will be eligible for a make-up day provided the employee has a justifiable reason and proof of the bona fide personal reason is supplied upon request, prior to the Saturday work. The employee desiring to make up that day missed must notify the Company at least twelve (12) hours prior to the start of the work day.

Section 8. Leased Equipment

A. For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by the Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

B. In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

C. The Employer expressly reserves the right to control the manner, means and details of and by which, the owner-operator performs their services, as well as the ends to be accomplished.

D. This Section applies only to city employees owning and operating their own equipment.

Section 9. Wages and Hours

A. Wages

Rates of pay for tractor drivers, switchers, tandem, ten wheeler, double bottom, straight job drivers and checkers shall be as follows:

	Per Hour
Effective 4/1/08	\$22.72
Effective 4/1/09	\$23.12
Effective 4/1/10	\$23.57
Effective 4/1/11	\$23.97
Effective 4/1/12	\$24.42

Loaders and Helpers	Per Hour
Effective 4/1/08	\$22.62
Effective 4/1/09	\$23.02
Effective 4/1/10	\$23.47
Effective 4/1/11	\$23.87
Effective 4/1/12	\$24.32

Casuals/Extra-Dock

The Casual Combination Rate: 80% of the general wage increase

	Per Hour
Effective 4/1/08	\$19.08
Effective 4/1/09	\$19.40
Effective 4/1/10	\$19.76
Effective 4/1/11	\$20.08
Effective 4/1/12	\$20.44

Dock Casual Rate:	Per Hour
Effective 4/1/08	\$16.00

Dock only casuals hired on or after 4/1/08: hourly rate shall be \$14.00 for the duration of the agreement.

Effective April 1, 2008, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly rates of pay:

Non CDL Qualified:

Effective first day of employment—Seventy (70%) of the current rate.

Effective first day of employment plus one year—Seventy-five (75%) of the current rate.

Effective first day of employment plus two years—Eighty (80%) of the current rate.

Effective first day of employment plus three years—One hundred (100%) of the current rate.

CDL Qualified: (and Mechanics)

Effective first day of employment—Eighty-five (85%) of the current rate.

Effective first day of employment plus one year—Ninety (90%) of the current rate.

Effective first day of employment plus two years—Ninety-five (95%) of the current rate.

Effective first day of employment plus three years — One hundred percent (100%) of the current rate.

The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours.

City employees working beyond a twenty-five (25) mile road radius of their home terminal shall be considered peddle drivers and shall

receive overtime after forty-five (45) hours per week and nine (9) hours per day. Each Employer shall be permitted a minimum of one (1) such bid assignment regardless of the radius otherwise established.

The Employer may establish a 4-day workweek consisting of four (4) 10-hour days subject to Local Union approval, except that each employer shall be permitted a minimum of one (1) such bid or assignment. Individuals bidding or assigned such 4-day work schedule shall be included in the regular guarantee established in Subsection B hereof, but shall be guaranteed four (4) days' work at ten (10) hours per day with overtime paid after ten (10) hours per day and forty (40) hours per week, but not both.

The Union shall have the right to file a grievance against an Employer who consistently insists that employees work ten (10) hours a day. This shall apply to city drivers returning to terminal after completing their tour of duty, as well as other classifications.

B. Hours and Guarantee

(1) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular active employees on seniority list to be established on a weekly basis commencing with start of the workweek. When an employee absents himself for any reason, it shall break the guarantee. An Act of God or conditions beyond the control of the Employer shall break the guarantee.

For purposes of this Section, a regular active employee is an employee not in layoff status and who has worked four (4) days or received at least four (4) days vacation and/or fixed holiday pay in the preceding workweek.

Work shall be scheduled for five (5) consecutive days: Monday through Friday or Tuesday through Saturday.

Employees shall have preference of getting forty (40) hours according to their seniority.

Time and one-half (1 1/2) shall be paid for hours worked in excess

of forty (40) in a week or in excess of eight (8) hours in a day. Time and one half (1 1/2) shall be paid where the employee works a sixth day in the payroll week, except Sunday and Holidays. Payment of such overtime rate shall not be duplicated for the same hours worked. At terminal points where there is no more than one (1) employee, such employee shall receive this guarantee.

(2) Should any employee be ordered to work ahead of others who have greater seniority, the Employer shall compensate the senior employee at the regular hourly rate for the difference in time between that time that the senior employee reported to work and that which the junior employee reported. Such penalty payment shall be at the straight hourly rate and shall be paid in addition to the guarantees required by this section. This provision shall not apply where the senior employee is incapable of operating the Equipment or the junior employee has either a regular run or reporting time.

(3) Extra employees, when called shall be guaranteed eight (8) hours' pay except casual dock employees who shall be guaranteed four (4) hours' pay when called to work. Casual dock employees called from Pittsburgh, Local 249 Extra List shall receive eight (8) hours' pay. The casual dock employees referred to above does not apply to a 7-Day Operation.

(4) Split shifts shall not be permitted.

(5) When an employee receiving eight (8) hours minimum would exceed forty (40) hours, the employee called to work shall be guaranteed working time to result in the equivalent of six (6) hours of straight time rate of pay.

(6) When City Freight employees are on trips and have to stay off duty overnight, they shall be furnished satisfactory lodging and ten dollars \$10.00 for meals.

(7) Any employee covered by this Agreement and now receiving more than the above scale of wages, shall not suffer any reduction in wages.

(8) When an employee is assigned to do work in a higher rated clas-

sification, they shall receive the higher rate of pay for such work performed.

(9) In the event the Companies under the jurisdiction of the Local Union party hereto, should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union, or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.

C. 7-Day Operations

(1) Employer(s) who want to establish a seven (7) day operation shall meet with the Local Union(s) involved and establish seven (7) day operation work rules. Said rules must be approved by the negotiating committee prior to the seven (7) day operation going into effect.

ARTICLE 54. OVER-THE-ROAD PROVISIONS

Section 1. Pickup and Delivery Limitation

A. Road drivers will be permitted to make pickups and/or deliveries en route, intermediate to, or at destination, provided, however, that drivers shall receive additional compensation at their regular hourly rate for all time spent in such loading, unloading or off-route mileage.

Where the Employer maintains a terminal within a Local Union's territorial jurisdiction, road drivers may make a pickup and/or delivery enroute to or dispatched from that local terminal point. Any abuse of this provision will be subject to the grievance procedure.

Where specific problems are involved and the parties are unable to agree, such matters shall be submitted to the Joint Area Committee for disposition.

At no time shall any provision of this Article permitting pickup and delivery supersede the provisions of any Local Cartage Contract which prohibits such pickup and delivery.

B. Whenever freight is delivered or picked up by road drivers engaged in road work for an Employer, they shall be paid additional for said extra work by the hour at the regular straight time hourly driver's rate.

Section 2. Pay Period

A. All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee, except where a different pay program has been established or approved by the Joint Area Committee. Monies reimbursed to the employee for expenses incurred under this Agreement shall not be included as a part of taxable earnings.

B. Payment of earned vacation and unused sick leave shall be made on separate check and not included in the regular earnings check.

C. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

D. Direct deposit is mandatory for employees hired after 4/1/03. Employees hired prior to 4/1/03 shall have the option for participation in direct deposit.

Section 3. Definitions

A. Road drivers shall be those drivers who drive over-the-road and who are not involved in peddle run work.

B. Trip rates of mileage other than above, which are or may be set up by agreement between the parties, shall be classified as road runs and will be covered by the terms and conditions of this Article.

C. Peddle runs are runs on which drivers make pickups and/or deliveries of freight from or to shippers and/or receivers' places of business and return to originating terminal. Such runs shall not be governed by the terms and conditions of this Article.

Section 4. Protective Apparel

Any employee physically handling in substantial quantities hides,

creosoted items, spun glass, lamp black, barbed wire and acids shall be provided with rubber or leather aprons and gloves.

Section 5. General Conditions

A. There will be no interest or handling charge on earned money advanced prior to regular payday.

B. Employees changing jobs must notify the Union immediately.

C. Drivers are to be kept at their home terminals on Holidays and Sunday when possible.

D. Any employee caught violating rules of the Employer shall not go to some distant terminal. They will be tried at their Local terminal upon the request of the Union Representative.

E. Drivers who, because of having their operator's license suspended may not drive, shall be eligible for call for that work for which they can qualify in accord with their seniority, but they may not bump any regular employee irrespective of their relative seniority until the next regular bid period. This clause shall not apply when separate contract seniority is observed.

A driver who fails to notify the company that his/her license is suspended shall be subject to disciplinary action.

F. The employer shall pay for all time spent attending meetings at the Company's specific direction.

G. The trucking industry within the jurisdiction of Joint Council 40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of those Local Unions but who are not regular employees of companies covered by this Agreement.

H. Where a road driver reports in writing a tachometer or speedometer as being inaccurate on a unit, that tachometer or

speedometer shall be checked if Company facilities are available. In the event the unit cannot be checked, any driver who subsequently drives the unit must be informed of the driver's report.

I. If the dispatch of a regular bid driver is broken, the driver will be paid the original dispatch. Wreck of equipment or incapacity of driver or dispatch not completed because of a strike of a Teamsters Union shall not be considered a broken dispatch.

J. The Employer agrees that if the road driver notifies the Company in writing of their desire to return to their home terminal, the driver shall not be required to lay over more than three (3) times excluding layovers caused by breakdowns, impassable highways or picking up log hours. In this instance, should a fourth or more layovers be required, the employee shall be compensated the first eight (8) hours of such, and each subsequent layover at his regular rate. The employee may rescind such notice in writing at any time.

K. Tractors added to the road fleet and assigned to road operations on a regular basis, whether newly manufactured or not newly manufactured, shall be air conditioned. Tractors now in service which are not air conditioned shall be retrofitted by 4/1/88, except that any carrier who will be unable to comply with the retro-fit provision by the indicated date may request the period of time for compliance be extended by the National Grievance Committee.

Such requests are to be filed with the appropriate Regional Joint Area Committee stating the reason for the inability to comply and the projected date for compliance with this provision.

The Regional Joint Area Committee may, upon application of either the Employer or the Local Union, waive the installation of such air conditioning equipment as a result of climatic conditions or other standards established by the Committee.

L. Road drivers shall be given a copy of scale ticket if same is available.

M. The Employer agrees that within ninety (90) days after ratification of this Agreement the Employer shall, at the request of the

Local Union, meet with the Local Union and attempt to establish reasonable dispatch and/or call procedures. Failing to agree, the matter may be processed through the grievance procedure.

N. No employee shall be required to take any form of lie detector test as a condition of employment.

O. The Employer agrees to maintain a clean and sanitary washroom having running water with toilet facilities, unless otherwise agreed to.

P. In the event Article 40, Section 3, is violated, the penalty for the violation will be two (2) times the actual time involved in doing this out-of-classification work.

Section 6. Sleeper-Cab Operations

Should an Employer, party to this Agreement, determine to establish a sleeper cab operation, during the term of this Agreement and within the jurisdiction of this Agreement, the Employer shall notify the Joint Council 40 Joint Negotiating Committee in order to establish terms and conditions for such operation.

Section 7. Holidays

A. The following named holidays, or the days observed as such, shall be recognized as legal holidays for all Local Unions: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday, Veteran's Day and Good Friday holidays shall be observed in accordance with the following practice:

a. The Company has the option to shut down for the holiday at its own determination.

b. If the Company desires to work, those individuals electing and qualified for the holiday may take any other day off in lieu of the holiday, any day of their choice between the holiday and the end of the current contract year, March 31. Should Good Friday fall immediately preceding the end of the contract year, March 31, then September 1 will be substituted.

c. The parties to this agreement realize that on these holidays there may be work to cover and as such the work will be offered in seniority order and if the required number of employees do not sign for such work, the employer will force in reverse seniority to the required number. Any employee working on either of these two (2) holidays will be paid at the straight time hourly rate.

If the Company shuts down, the penalty pay for road drivers starting or ending their tour shall be paid as for any other holiday. If the Company elects to remain open, the penalty pay shall not apply.

B. Any regular employee who does not work on the holiday but who has worked 135 hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to nine (9) hours' pay at the straight time hourly rate for such holiday. Time lost due to vacation shall be used in computing hours worked.

C. Regular road drivers who qualify for the holiday in accord with this Section and who perform any work on the holiday, shall be reimbursed a total of twelve (12) straight time hours as holiday pay plus pay for work performed in accord with this Agreement.

D. Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at the regular straight time and one-half (1 1/2) hourly rate in addition to receiving his holiday pay, for those holidays other than Veteran's Day and Good Friday.

E. When a holiday falls during the regular vacation of employees entitled to holiday pay, they shall receive an extra day's pay for such holiday. Said employees shall have the option of taking an extra day off at the end of their scheduled vacation. Said employee must notify the Employer of his or her intention prior to the start of his or her vacation.

Section 8. Vacations

A. Vacation time for employees with over sixty (60) days' employment on June 1st, but less than one (1) year's service, shall be prorated for this period of employment.

(1) Each employee with a record of continuous employment for one (1) year or more but less than two (2) years shall receive one (1) week's vacation with pay.

(2) Each employee with a record of continuous employment of two (2) years or more but less than eight (8) years shall receive two (2) weeks' vacation with pay.

(3) Each employee with a record of continuous employment of eight (8) years or more, but less than fifteen (15) years, shall receive three (3) weeks' vacation with pay.

(4) Each employee with a record of continuous employment of fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

(5) Each employee with a record of continuous employment of twenty (20) years or more shall receive five (5) weeks' vacation with pay.

(6) Each employee with a record of continuous employment of thirty (30) years or more shall receive six (6) weeks' vacation with pay.

(7) June 1st shall be the eligibility date for all employees for vacation purposes. (Employees who obtain seniority between June 1 and July 31 shall, after their first vacation, be credited with a June 1 anniversary date for vacation purposes only.)

(8) Employees entitled to three (3) or more weeks vacation in accordance to the Agreement will be permitted split one (1) week of said vacation in the following manner: Lay down bid drivers shall be required to take two (2) vacation days at a time when splitting vacation; conversely bid turn drivers and open board drivers shall only be required to take one (1) day at a time when splitting a week of vacation. When the employee elects to utilize this option, he will be paid according to the number of days taken, provided the vacation day complies with the maximum percentage of employees permitted off.

B. Vacations are to be scheduled any time during the time from June 1st to May 31st of each year. Past practice shall prevail both as to

the time of taking vacation and the number of employees entitled to be off on vacation. Employees are to select their vacation period in the order of seniority. No employee shall accept vacation pay in lieu of vacation. Vacation pay shall not be less than 60 hours' pay at the employee's regular rate of pay as set in Section 9, or for two (2) year employees, 120 hours' pay; or for eight (8) year employees, 180 hours' pay; or for fifteen (15) year employees, 240 hours' pay; or for twenty (20) year employees, 300 hours' pay; or for thirty (30) year employees, 360 hours' pay. All employees hired after April 1, 1991, who become eligible for road vacation shall be compensated at no less than fifty (50) hours pay per eligible week at the employee's regular rate of pay as in Section 9 herein.

C. All employees upon request shall receive their vacation pay before taking vacation.

D. A list of employees who are to receive vacations should be posted in all terminals. Vacations are to be taken seven (7) consecutive days from 12:01 a.m., Sunday through 12:00 p.m., Saturday, for two (2) year employees, either fourteen (14) consecutive days or two (2) seven (7) day periods, for eight (8) year employees, either twenty-one (21) consecutive days or three (3) seven (7) day periods, for fifteen (15) year employees, either twenty-eight (28) consecutive days or four (4) seven (7) day periods, for twenty (20) year employees, either thirty-five (35) consecutive days or five (5) seven (7) day periods, and for thirty (30) year employees, either forty-two (42) consecutive days or six (6) seven (7) day periods. Time selected to be mutually agreed to by the employee and Employer.

E. Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees. Employees who are absent more than sixty (60) work days for the reasons stated herein or thirty (30) work days if work was offered and refused except for proven illness shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st.

F. The pro rata provisions of this Section shall also apply to all employees who terminate their employment with their Employer between June 1st and June 1st.

G. If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

H. Where an employee has worked, during the vacation eligibility year, at least sixty (60) days (or tours of duty) under the terms of the Over-the-Road and Local Cartage Articles, then that employee's vacation pay shall be computed on the basis of the number of dollars earned under each article, Road or Local Cartage, as compared to their total earnings and the resultant percentages shall be applied to the appropriate article for total vacation pay computation.

I. Employees shall bid vacation periods by seniority. During the period June 1st to September 1st of each year, the Company shall permit at least 15% of those active employees by classification employed by the company (local driver, dock, and over-the-road) personnel to take a vacation. The number to be granted vacation shall be mutually agreed to so that the Company will, at all times, have sufficient qualified personnel to maintain their operation.

Section 9. Wages and Hours

A. Wages

(1) Rates of pay from April 1, 2008 shall be as follows:

Tractor Trailer Driver	Per Hour
Effective 4/1/08	\$22.72
Effective 4/1/09	\$23.12
Effective 4/1/10	\$23.57
Effective 4/1/11	\$23.97
Effective 4/1/12	\$24.22
	Per Mile
Effective 4/1/08	55.800¢
Effective 4/1/09	56.800¢
Effective 4/1/10	57.925¢

Effective 4/1/11	58.925¢
Effective 4/1/12	60.050¢
Tandem Axle Units (5) Axles	Per Mile
Effective 4/1/08	55.875¢
Effective 4/1/09	56.875¢
Effective 4/1/10	58.000¢
Effective 4/1/11	59.000¢
Effective 4/1/12	60.125¢
Double Bottom Under 40'	Per Mile
Effective 4/1/08	56.900¢
Effective 4/1/09	57.900¢
Effective 4/1/10	59.025¢
Effective 4/1/11	60.025¢
Effective 4/1/12	61.150¢
Over 40'	Per Mile
Effective 4/1/08	58.765¢
Effective 4/1/09	59.765¢
Effective 4/1/10	60.890¢
Effective 4/1/11	61.890¢
Effective 4/1/12	63.015¢
Casual/Extra Combination (City P &D)	Hourly
Effective 4/1/08	\$19.08
Effective 4/1/09	\$19.40
Effective 4/1/10	\$19.76
Effective 4/1/11	\$20.08
Effective 4/1/12	\$20.44

(2) Road driver's compensation shall be in accord with this Agreement only.

(3) Permit Loads: All loads requiring a permit as a result of over-height, overlength, overwidth or overweight shall be paid for at either the mileage rate or hourly rate, whichever is greater.

(4) Mileage shall be measured on a terminal-to-terminal basis over routes traveled on runs originating or ending in the Western

Pennsylvania area unless some other mileage determination method has been agreed to between the Local Union and the Company.

B. Hours and Guarantees

(1) Forty-five (45) hour weekly guarantee for top eighty percent (80%) of all employees on the seniority list who start the week. If only one (1) employee, such employee shall be on the guarantee. When an employee absents himself for any reason, it shall break the guarantee. An Act of God and conditions beyond the control of the Employer shall also break the guarantee. Provided, however, that this provision shall have no application where the Company and Local Union have agreed to a bid or dispatch system which prohibits dispatch of road drivers by seniority. A minimum guarantee of eight (8) hours' pay shall apply to any run. The 8-hour guarantee shall include all miles driven, as well as all other paid for time, excluding expense allowances and breakdown time.

(a) The Employer may deduct no more than one-half (1/2) hour free time during a tour of duty. This deduction may be at origin and any intermediate points during the tour. The Employer shall not abuse this free time. Where the Employer has a practice of deducting less than the one-half (1/2) hour free time, the practice shall be continued for those employees on the Employer's seniority list as of July 1, 1973.

(2) Drivers delayed due to en route breakdown shall be compensated for miles driven to point of breakdown and paid the regular hourly wage rate for waiting time, provided the driver notifies the terminal by telephone of the delay and the reason therefore. Drivers delayed due to impassable highways shall be compensated for miles driven to point of impassable highway and paid the regular hourly wage rate for waiting time after the first hour, provided the driver notifies the terminal by telephone of the delay and the reason therefore. Time required to be spent with the equipment shall not be included within the first eight (8) hours out of each 24-hour period for which a driver is compensated on breakdowns or impassable highways but must be paid for in addition. On such breakdowns or impassable highways on all runs, the drivers are to be allowed a maximum of first eight (8) hours' pay out of any 24-hour period. Except when employees are ordered to stay with equipment, they shall be paid for all time after seven and one-half (7 1/2) hours, the

driver shall again contact their terminal by telephone or telegraph unless help has already arrived.

If ordered off duty, the employee shall be supplied room and meals as specified in this Agreement.

Where a driver is not required to remain at the breakdown point more than fourteen (14) hours, he/she shall receive the regular mileage rate of pay for miles driven to their destination. If a driver is required to remain off duty fourteen (14) or more hours, that driver shall receive a minimum of eight (8) hours' work or pay from the point of breakdown to the driver's original destination point, and shall not be required to work at or be dispatched through the driver's destination point.

C. Layover Time

When a driver is required to layover away from the driver's home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If driver is held over after the fourteenth (14th) hour, he/she shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the driver is entitled if put to work any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours.

Drivers shall not be compelled to report to work at the home terminal until they have had ten (10) hours off-duty time. Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the Grievance Procedure set forth in this contract. It is further agreed where the time limit on layover interferes with regular running schedule, it shall be a shop condition.

When on compensable layover on Sunday and holidays there shall be a meal allowance of ten dollars (\$10.00); five (5) hours thereafter, ten dollars (\$10.00); and five (5) hours later a third meal

allowance of ten dollars (\$10.00). No more than three meals will be allowed during any 24-hour period.

D. Lodging

Road drivers away from their home terminal shall be supplied with suitable lodging.

In addition, a ten dollar (\$10.00) allowance for meal shall be paid after nineteen (19) hours in a foreign terminal. Air-conditioned dormitories or air-conditioned hotel rooms if available, shall be furnished when seasonal and climatic condition require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. In addition, dormitories in new terminals must be soundproofed, and shall not provide for more than one (1) driver in a room. Where an existing dormitory currently provides for two (2) drivers in a room, such a practice shall be continued except that such two (2) drivers must be from the same domicile and are put to bed within one (1) hour of each other.

A subcommittee of one Union and one Company representative from the Western PA Joint Area Committee will be appointed as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within fourteen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.

Effective ninety (90) days after notice of the ratification of this Agreement, at hotels and motels there shall be one (1) driver per room except under emergency conditions and provided such accommodations are available.

E. General

(1) In all cases where an employee is instructed to ride or drive on Company or leased equipment, the employee shall receive full pay

as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

(2) All road drivers are to be paid the full trip rate for bobtailing or deadheading.

(3) Any employees ordered to report to work at a certain time shall be paid from the time that they so report even though they may not actually start work until after that time. An employee shall be allowed two (2) hours to report.

(4) Road drivers, when called out and a run does not materialize, shall be paid eight (8) hours at the straight time hourly driver's rate.

(5) Time Off Provisions – Non Bid Employees

Where the Local Union requests it, the Company and the Union shall establish the following rules and procedures to allow for time off for non-bid employees at the home domicile. Those employees having worked six (6) uninterrupted tours of duty may request up to forty-eight (48) hours off duty time. Uninterrupted tours of duty shall be interpreted to mean a six (6) consecutive tour period in which the individual driver has had no personal book-off time. Any personal book-off would terminate the tour count.

Time off under this forty-eight (48) hour provision must be requested at time of arrival at the home domicile upon completion of the sixth (6th) tour or the first arrival at the home domicile after having completed such sixth (6th) tour of duty. Tours of duty may not be compounded to secure specific days off.

(6) Any Employer maintaining sleeping quarters distant from terminals shall provide transportation to and from such sleeping quarters during the hours when adequate public transportation by streetcar or bus is not available or between the hours of 11:00 p.m. and 6:00 a.m. Adequate public transportation shall mean streetcars or buses at thirty (30) minute intervals within one-half mile except during

inclement weather. When a driver has to wait more than thirty (30) minutes for transportation, after he/she has requested same, he/she shall be paid for all time in excess of thirty (30) minutes. This provision shall not apply where a company provides a company vehicle including a tractor.

MEMORANDUM OF AGREEMENT

Items 2 and 3 of the Maintenance of Standards decision of the Eastern Region Joint Area Committee involving Local Union No. 397 (MS-35-82) shall be continued.

Items 2 and 3 of the Maintenance of Standards decision of the Eastern Region Joint Area Committee involving Local Union 249 (MS-29-82) shall be continued.

The parties agree that, except in cases involving “cardinal” infractions under the JC 40 Supplemental Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

The Negotiating Committee for the Western PA Joint Area Committee has clarified the language of Article 45, Section 1(b) and will read as follows:

(b) Failing to agree, the Shop Steward shall report the matter to the Local Union which shall submit it to Western Pennsylvania Joint Area Grievance Committee within thirty (30) days from the date the grievance is filed on provided form completely filled out, i.e., Article violated, details of grievance, adjustment requested, etc., to the Employer and attempt to adjust the same with the Employer within five (5) days.

ARTICLE 55. TERM OF AGREEMENT

Term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, to be effective April 1, 2008, except as to those areas where it has been otherwise agreed between the parties.

NEGOTIATING COMMITTEES

For the Local Unions:

**TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE**

**International Brotherhood of Teamsters
Joint Council 40**

Michael J. Susko, Chairman
Roy E. Marshall, Co-Chairman
Edward Dini
Betty Rose Fischer
Ronald W. Gibbs
Michael Spegar

For the Employers:

**TMI Division,
Motor Freight Carriers Assoc., Inc.**
Everett W. Hart, Jr., *Co-Chairman*
Bob Schaeffer
M. R. (Mike) Thompson

