

**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, ~~2003~~ 2008 to March 31, ~~2008~~ 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, ~~2003~~ 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 – *No Change***

**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** ~~within any sixty (60) calendar day period~~ 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 October 1, 1994~~).

### ***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

Effective April 1, 1998 **2008**, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

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.**

~~Casual/extra employees utilized by the Employer to replace regular employees absent for six (6) consecutive calendar months or more, shall not be considered replacement casuals unless the~~

~~Employer and the Local Union mutually agree to the continued use of a replacement casual. Failing agreement, time worked after the referred to six (6) month period shall fall under the conditions described in (d) hereof.~~

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

~~When the Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) or more days in two (2) consecutive calendar months, the Employer shall be required to add one (1) probationary employee for each such thirty (30) days as described above and within sixty (60) days from the first day of the month following the start of the probationary period shall add the required number of probationary employees to the regular seniority list.~~

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

~~The Employer will establish and maintain a preferential list of casual employees. Any casual employee who works thirty (30) days in any subsequent eighty calendar day period shall be added to the bottom of the preferential casual list as of the thirtieth day upon the request of the Local Union. The Local Union is to be furnished the list and a copy posted on the bulletin board. Preferential casual employees will be offered extra work in the order of their position on the list. When employees are to be added to the probationary/new hire list, subject to (b) above, the preferential casuals will be offered probationary/new hire employment in the order of their position on the preferential casual list. Any preferential casual who declines regular employment shall be terminated without recourse and will not be used by the Employer for any future work. Preferential casuals on the preferential casual list shall not accrue seniority. The preferential casual's regular seniority date shall be the date he/she works thirty (30) days within any sixty (60) calendar day period, following their name being added to the probationary/new hire list.~~

(d) A monthly list of all casual/extra (supplemental or replacement) 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 – *No Change***

## **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 ~~fourteen (14)~~ **seven (7)** day calendar period, this employee will be considered to be on layoff status.

~~B. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement one steward shall be granted superseniority for layoff and recall. Any additional application of superseniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law. 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. – *No Change***

### Section 3.

#### A. Posting

All regular starting times, peddle runs and positions are subject to seniority and shall be posted for bid.  ~~, except “House Accounts” or “Contract Accounts.”~~ 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.**

~~Job vacancies created due to compensable injuries may be temporarily filled, at the discretion of the employer. The method of replacement to be mutually agreed upon between the Union and Company.~~

~~There shall be no requirement upon the Employer to post “House” or “Contract” Accounts for bidding, except new positions and vacancies. However, with respect to such accounts, drivers on those jobs shall remain on the jobs they came to the Company with, or have gained by vacancies, or the increasing of trucks on such jobs after having been duly posted for bid and the only time Company seniority shall apply is when an older Company employee must be laid off because of lack of work in any Company job. The driver laid off can then bump a “House” or “Contract” Account job, provided the length of time before regular seniority shall apply on such accounts as the result of general layoff shall be sixty (60) calendar days. When working conditions improve, permitting the senior driver or drivers to return to their former jobs, the account drivers shall claim and return to their former jobs, and the bumped drivers shall return also to their former jobs or to a position on the extra board according to their seniority.~~

~~Employees of a cartage company on a "House" or "Contract" Account which is lost in any manner to another company shall go with the account. If such successor company is not a party to this Agreement, then the Union shall attempt to negotiate for such employees with said successor company. If the successor company does not employ the "House" or "Contract" Account drivers they shall be retained by the Employer in accordance with their Company seniority rights.~~

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; ~~however, any employee who has not worked, due to a reduction in work, during the preceding calendar month shall be considered to be on layoff status under the terms of this Article.~~

### **Section 4. Controversies**

Within thirty (30) days after the effective date signing 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. – No Change**

## **ARTICLE 44. GRIEVANCE MACHINERY – No Change**

## 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.** ~~the Eastern Region Review Committee. If deadlocked at the Eastern Region Review Committee, it shall be referred to the National Grievance Committee for resolution. Deadlocks at the National Grievance Committee shall follow the procedure in Article 8 of the National Master Freight Agreement.~~

(e) Where the Joint Area Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session. 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. – No Change**

### **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** ~~recklessness resulting in a serious accident~~ 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.

#### A. 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 – *No Change***

### **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 4/1/03 the contribution schedule per employee per month shall be:

***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

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 layoff 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.

### ***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

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 – *No Change***

#### **ARTICLE 51. COMPETITIVE EQUITY – *No Change***

#### **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; ~~however, at no time shall more than 15% of the current active seniority list be granted sick leave on any one day, unless otherwise agreed to.~~ 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 – *No Change***

## Section 2. Meal Period – *No Change*

## 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 employees 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**; and ~~Veteran's Day, or another day mutually agreed upon between the Employer and the employees; the day after Thanksgiving Day holiday and Good Friday which shall be observed in accordance with the practice established under the 1973-1976 Contract. The practice established under the 1973-1976 Agreement is as follows, i.e.:~~

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.**

~~The Company cannot force any employee to work on these holidays whether he/she is qualified for the holiday or not. The Company may use extra men, casuals, etc.; and any employee working shall 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 ~~straight~~ 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 – No Change**

**Section 6. General Conditions – No Change**

**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 ~~six (6)~~ **eight (8)** hours' pay at the rate specified in this Agreement for their classification or 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 – *No Change*

## 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:

***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

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 eight dollars and seventy five cents~~ (**\$10.00** 8.75) 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 classification, 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.**

~~Employers who operate a 7 day operation shall be governed by this Section and shall establish a scheduled workweek consisting of any five (5) consecutive days out of any 7 day period for seventy five percent (75%) of the regular work force.~~

~~(2) (a) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty five percent (85%) of regular employees on the seniority list to be established on a weekly basis commencing with the start of the workweek. Determination of the number to which the guarantee shall apply is based on the cumulative number beginning work at the start of each of the flexible workweeks. 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.~~

~~(3) The Employer shall post for bid, on regular starting times, a minimum of seventy five percent (75%) of the regular positions. Such number to be determined each six (6) months. The bids mentioned herein shall be posted every twelve (12) months, except as mutually agreed to in writing. Regular positions that are vacated temporarily or permanently shall be filled as required through assignment from non bid personnel until the next bid period unless the parties mutually agree to fill such positions, in writing, by a different procedure.~~

~~(4) Time and one half (1 1/2) shall be paid for hours worked in excess of forty (40) hours in the workweek or in excess of eight (8) hours in a day. Time and one half (1 1/2) shall be paid where the employee works six (6) consecutive days in the workweek, and double time shall be paid where the employee works the seventh (7th) day in the workweek. Payment of such overtime rate shall not be duplicated for the same hours worked.~~

~~(5) Regular non bid employees may be worked any five (5) days, Sunday through Saturday (by mutual agreement, in writing, a different standard workweek may be established by the parties), and shall be called to work in relative seniority order. Time and one half (1 1/2) shall be paid where the employee works six (6) consecutive days in the workweek, and double time shall be paid where the employee works seven (7) consecutive days in the workweek.~~

~~(6) When a regular bid employee misses a scheduled workday 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 6 day workweek before the Company calls nonseniority employees for~~

~~that day. 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 shift.~~

~~(7) To be eligible for call-out, an employee will not be available for call for a starting time beginning less than twelve (12) hours after the termination of his previous shift (call-out time may be changed through written mutual agreement of the parties).~~

~~(8) When it becomes necessary for a temporary layoff due to lack of work caused by Holidays or weather conditions in areas other than Western Pennsylvania, temporary layoffs of up to two (2) days may be made by shift with the least senior employee on that shift laid off first. Recall will be made in reverse order. Temporary layoff procedures may be changed through written mutual agreement of the parties.~~

~~D. 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 C 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.~~

~~No more than one (1) day may be scheduled off between scheduled workdays in the five (5) day workweek.~~

## **ARTICLE 54. OVER-THE-ROAD PROVISIONS**

### **Section 1. Pickup and Delivery Limitation – *No Change***

### **Section 2. Pay Period – *No Change***

### **Section 3. Definitions – *No Change***

### **Section 4. Protective Apparel – *No Change***

### **Section 5. General Conditions – *No Change***

### **Section 6. Sleeper-Cab Operations – *No Change***

### **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: and Veteran's Day, or another day mutually agreed upon between the Employer and employees; and the day after Thanksgiving Day holiday and

~~Good Friday which shall be observed in accordance with the practice established under the 1973-1976 Contract. The practice established under the 1973-1976 Agreement is as follows, i.e.:~~

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.**

~~1. The Company cannot force any employee to work on these holidays whether he/she is qualified for the holiday or not. The Company may use extra men, casuals, etc.; and any employee working shall be paid at the straight time hourly rate.~~

~~2. 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 ½)** 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 – No Change**

## Section 9. Wages and Hours

### A. Wages

***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

(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 overheight, 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.** ~~On turn-around runs, the Employer may deduct no more than one-half (1/2) hour free time at the point furthest away from the home terminal.~~ 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 ~~or impassable highways (as defined by the Area Committee)~~ shall be compensated for miles driven to point of breakdown ~~or impassable highway~~ and paid the regular hourly wage rate for waiting ~~or watching~~ time ~~after the first hour~~, provided the driver notifies the terminal by telephone ~~or telegraph~~ 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** ~~six~~ dollars (**\$10.00** ~~6.00~~); five (5) hours thereafter, **ten** ~~six~~ dollars (**\$10.00** ~~6.00~~); and five (5) hours later a third meal allowance of **ten** ~~seven~~ dollars ~~& fifty cents~~ (**\$10.00** ~~7.50~~). 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, an **ten** ~~eight~~ dollar ~~and seventy five cent~~ (**\$10.00** ~~8.75~~) 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 – *No Change***

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004, to be effective April 1, 2003 2008, except as to those areas where it has been otherwise agreed between the parties.