

**Maryland- District of Columbia
Freight Council
Supplemental
Agreement**

**Covering
Western Maryland Over-the-Road
and Local Cartage Operations**

**For the Period of
April 1, 200308
Through
March 31, 200813**

**MARYLAND - DISTRICT OF COLUMBIA
FREIGHT COUNCIL
SUPPLEMENTAL AGREEMENT**

**Including
Western Maryland Over-the-Road
and Local Cartage Operations**

**For the Period
April 1, 200308 to March 31, 200813**

PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the jurisdiction of Local Unions 355, 453, ~~557~~, 639 and 992.

The undersigned Employer Association or Employer, as applicable, (hereinafter called Employers or Company) and the Maryland-District of Columbia Freight Council and Local Union numbers 355, 453, ~~557~~, 639 and 992 affiliated with the International Brotherhood of Teamsters, ~~AFL-CIO~~, 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 part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 200308, 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 – *No Change*

ARTICLE 42. ABSENCE - *No Change*

ARTICLE 43. GRIEVANCE MACHINERY COMMITTEES - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

ARTICLE 45. DISCHARGE OR SUSPENSION

Section 1. Discharge or Suspension

Section 2. – *No Change*

(a) Notice to Local Union Work Pending

~~Except where the provisions of this Article provide for immediate discharge, the Employer shall not discharge an employee without first having given the Union and the employee notice of his intent to discharge such employee. A representative of the Local Union must be in personal contact with the Employer within forty eight (48) hours after the Employer has provided notice of his intent to discharge the employee; provided, however, that if the notice is sent on Friday or Saturday, the time limit for response shall be extended until the following Monday. Failure of the Employer to provide the notice shall waive his right to suspend or discharge the grievant in that particular case. At the conclusion of the forty eight (48) hours, the Employer may take appropriate action subject to appeal through the grievance procedure.~~

A written notice of discharge or suspension shall be issued by certified or registered mail or in person to the employee with a copy to the Union and the steward. A written notice of discharge or suspension shall be issued within fourteen (14) calendar days from the date the Employer becomes aware of the infraction. Except in cases involving “cardinal” infractions under the Maryland-District of Columbia Supplement Agreement, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay, unless and until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES

Section 1. – *No Change*

Section 2. – No Change

Section 3. – No Change

Section 4. – No Change

Section 5. The Employer shall not post employee’s personal information (social security number, home address, and home phone number).

ARTICLE 47. PAY PERIOD - No Change

ARTICLE 48. FUNERAL LEAVE - No Change

ARTICLE 49. HEALTH AND WELFARE

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

(a)(2) Employers party to this Agreement with ~~Freight Drivers and Helpers Local 557, Baltimore, Maryland~~ **Teamsters Local 355, Baltimore, Maryland** will make contributions on each employee for each hour paid, with a maximum of forty (40) hours a week. Effective April 1, 200308 each payment shall be \$~~4.97~~ per hour.

(a)(3) Employers party to this Agreement with ~~Eastern Shore Teamsters Health and Welfare Fund~~ **Teamsters Local 355, Salisbury, Maryland** will make contributions on each employee for each hour worked, with a maximum of forty (40) hours a week. Holidays and vacations paid for shall be considered as days worked for the purpose of this section. Effective April 1, 200308 each payment shall be \$~~3.595~~ per hour on each hour worked.

ARTICLE 50. PENSION FUNDS

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 1.

(a) The Employers agree to the maintenance of the existing Pension Fund of Local ~~557,~~ **355 Baltimore, Maryland**, and effective April 1, 200308, agree to make payments of \$~~4.375~~ per hour, for each hour worked with a maximum of forty (40) hours per week, for each employee.

ARTICLE 51. PROTECTIVE APPAREL - No Change

ARTICLE 52. EMPLOYER ASSOCIATION - *No Change*

ARTICLE 53. SENIORITY

Section 1. Principle

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 2. Seniority List – *No Change*

Section 3. How Seniority Is Acquired – *No Change*

Section 4. Loss of Seniority – *No Change*

Section 5. Layoff and Recall - *No Change*

Section 6. Transfers – *No Change*

Section 7. Mergers and Acquisitions – *No Change*

ARTICLE 54. LOCAL CARTAGE PROVISIONS

Section 1. Starting Times

(a) Except as otherwise provided for, the Employer shall establish a regular starting time for eighty percent (80%) of all regular employees working under the provisions of this Agreement, in accordance with such employee's seniority in each job classification. The Employer will offer hold down bids to qualified call board employees within that classification for vacations which are one week or longer in duration, except during the months of January, June, July, August and December. Such hold down bids will be awarded in seniority order with no bumping after the award of such bid.

The Employer shall bid at least thirty percent (30%) of runs to designated delivery areas within the forty (40) mile city radius. Such bids shall be to areas which are run with regularity. The Employer and the Local Union will mutually agree to the operational details of such bids. The dispatch of these bid drivers on such runs shall be subject to freight availability at the time of the initial dispatch and/or the necessity to maintain efficient operations. Drivers working such bids may be used in other areas or runs, and other drivers may be used in the designated area as necessary to maintain efficient operations.

Section 2. Seniority List – *No Change*

Section 3. How Seniority Is Acquired – *No Change*

Section 4. Paid-For Time

(c) Sick leave pay as provided in Article 38, Section 1 and the National Guidelines issued there under, will be paid on a daily basis for each day of absence due to sickness or accident of employee who has available sick leave, until his days of sick leave exhausted.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 5. Call-In Time

Regular, probationary and preferential casual employees called to work shall be allowed sufficient time, not to exceed two (2) hours, without pay, to get to the terminal and shall draw full pay from the time they report and/or register in as ordered, but shall be called not later than 8:00 a.m. **10:00 a.m.** (except Breakbulk), ~~nor prior to eight (8) hours from time clocked out on prior shift~~ **nor prior to two (2) hours before the end of mandatory DOT rest,** unless pre-assigned or otherwise mutually agreed. All regular employees shall have a reporting time for duty which shall be designated at the end of the preceding workday. 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. On-call and employees without starting times shall be offered work opportunity before casual employees. Such employee must remain available to the Employer until ~~8:00 a.m.~~ **10:00 a.m.**

Section 6. Vacations

(c) To be entitled to a vacation, an employee must have worked for the Employer at least 140 days or 1250 hours in the twelve (12) month period preceding the date on which he becomes eligible for a vacation. Paid holidays, vacation days, and used sick leave days shall be counted as days worked. Whenever an employee suffers an injury during the course of his employment, as a result of which he receives Workmen's Compensation benefits, the time lost from work by such an employee as a result of such injury shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, applicable only for the qualifying year in which such injury occurs or in the year in which it recurs.

~~Employees who have earned four (4) or five (5) weeks of vacation shall be permitted to take such fourth (4th) and/or fifth (5th) weeks on a one day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.~~

Employees who have earned two (2) weeks of vacation shall be permitted to take one (1) week on a day at a time basis. Employees who have earned four (4) or more weeks of vacation shall be permitted to take two (2) weeks of vacation on a day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.

~~Employees who have earned four (4) or five (5) weeks of vacation shall be permitted to take such weeks on a one (1) day at a time basis, or may choose to receive pay for such weeks in lieu of vacation time off. The employee's selection of the method of taking his fourth (4th) and fifth~~

~~(5th) weeks of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.~~

Employees who have earned at least two (2) weeks of vacation may choose to receive pay for such weeks in lieu of vacation time off. The employee's selection of the method of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.

Section 7. Holidays

(b) Personal holidays shall be awarded by seniority. Any employee desiring a personal holiday will make a written request no later than seven (7) days preceding the day requested. The Company will give an answer within the first three (3) days on whether or not the employee's request will be honored. The Company will make available at least five percent (5%) of the active work force per day at each terminal, provided, however, that in no event shall the Company be required to exceed the maximum percentage established for vacation purposes for personal holidays and vacations combined, unless mutually agreed otherwise. **In terminals of forty (40) or more employees, there shall be at least one person per day guaranteed for either a single day vacation or a personal holiday.** Employees must be on the seniority list as of April 1 of each year in order to receive personal holidays. Employees may elect to receive eight (8) hours straight time pay in lieu of taking personal holidays.

Section 8. Split Shifts – No Change

Section 9. Time Clocks – No Change

Section 10. Sanitary Conditions – No Change

Section 11. Wages and Job Classifications

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 12. Workday and Workweek

(f) Any employee who works beyond his normal shift and, as a result, cannot meet his next bid start because of minimum statutory time of relief, per Federal Department of Transportation Regulations, will be required to report to work after his minimum statutory time of relief and will be paid back to his normal bid start time.

Section 13. Order of Work Call – No Change

Section 14. Breakbulk – No Change

ARTICLE 55. OVER-THE-ROAD PROVISIONS

Section 1. Bidding of Runs – *No Change*

Section 2. Layoff and Recall – *No Change*

Section 3. Meal Period – *No Change*

Section 4. Lodging

A subcommittee of one (1) Union and one (1) Company representative will be appointed by the Maryland-District of Columbia Joint Area Negotiating Committee 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 grievance filed pertaining to all hotels and report their findings within 14 days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

Section 5. Paid-For Time

(e) Sick leave pay as provided in Article 38, Section 1 and the National Guidelines issued thereunder, will be paid on a daily basis for each day of absence due to sickness or accident of employee who has available sick leave, until his days of sick leave exhausted. For ABA bid drivers, sick leave will be paid on a two (2) day, two (2) day, one (1) day basis.

Section 6. Mileage Rates and Over-the-Road Operations

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 7. Layovers

(a) When an employee is required to lay over away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If he is held beyond the fourteenth (14th) hour, he shall receive layover pay for each hour or fraction thereof held 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 employee is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends. The same principle, except pay for each hour or fraction thereof, shall apply to each succeeding eighteen (18) hours and layover pay shall commence after the tenth (10th) hour.

When on compensable layover on Sundays and holidays there shall be a meal allowance of ~~six~~ dollars (~~\$6.00~~) eight dollars (\$8.00); five (5) hours thereafter, another meal allowance of ~~six~~ dollars (~~\$6.00~~) eight dollars (\$8.00), and five (5) hours later a third meal allowance of seven

~~dollars and fifty cents (\$7.50)~~ **nine dollars and fifty cents (\$9.50)**. No more than three meals will be allowed during any twenty-four (24) hour period. Also, employees shall receive ~~six dollars (\$6.00)~~ **eight dollars (\$8.00)** meal allowance each time they are held beyond the seventeenth (17th) hour of the first layover period and after the tenth (10th) hour on subsequent layovers after the first.

Section 8. Breakdowns or Impassable Highways – *No Change*

Section 9. Holidays

(a) All regular road drivers covered by this Agreement shall receive the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and three (3) personal holidays.

The Good Friday holiday applies to road drivers who run in conjunction with local cartage operations only. Road drivers who run in conjunction with breakbulk operations shall receive one (1) additional personal holiday in lieu of the Good Friday holiday.

NOTE: On Martin Luther King, Jr. Day, the Employer will permit up to a maximum of 10% of the employees on the active seniority list the day off without pay.

Personal holidays shall be awarded by seniority. Any employee desiring a personal holiday will make a written request no later than seven (7) days preceding the day requested. The Company will give an answer within the first three (3) days on whether or not the employee's request will be honored. The Company will make available at least five percent (5%) of the active work force per day at each terminal, provided, however, that in no event shall the Company be required to exceed the maximum percentage established for vacation purposes for personal holidays and vacations combined, unless mutually agreed to otherwise. Employees must be on the seniority list as of April 1 of each year in order to receive personal holidays. **In road domiciles of forty (40) or more employees, there shall be at least one person per day guaranteed for either a single day vacation or a personal holiday.** Employees may elect to receive eight (8) hours straight time pay in lieu of taking personal holidays.

Section 10. Overloads and Penalties – *No Change*

Section 11. Two Man Operation or Owner-Operator Operations – *No Change*

Section 12. Vacations

(b) To be entitled to a vacation, an employee must have worked for the Employer at least 140 days or 1250 hours in the twelve (12) month period preceding the date on which he becomes eligible for a vacation. Paid holidays, vacation days, and used sick leave days shall be counted as days worked. Whenever an employee suffers an injury during the course of his employment, as a result of which he receives Workmen's Compensation benefits, the time lost from work by such an employee as a result of such injury shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, applicable only for the qualifying year

in which such injury occurs or in the year in which it recurs. Whenever a regular employee with five (5) or more years of seniority is off for forty-five (45) or more continuous working days due to sickness or off-the-job injury, the first forty-five (45) days shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, provided that the employee is under continuous doctor's care.

~~Employees who have earned four (4) or five (5) weeks of vacation shall be permitted to take such fourth (4th) and/or fifth (5th) weeks on a one day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.~~

Employees who have earned two (2) weeks of vacation shall be permitted to take one (1) week on a day at a time basis. Employees who have earned four (4) or more weeks of vacation shall be permitted to take two (2) weeks of vacation on a day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.

~~Employees who have earned four (4) or five (5) weeks of vacation shall be permitted to take such weeks on a one (1) day at a time basis, or may choose to receive pay for such weeks in lieu of vacation time off. The employee's selection of the method of taking his fourth (4th) and fifth (5th) weeks of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.~~

Employees who have earned at least two (2) weeks of vacation may choose to receive pay for such weeks in lieu of vacation time off. The employee's selection of the method of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.

Section 13. Time Off – *No Change*

ARTICLE 56. CASUALS

Section 1. Casual Employees – *No Change*

Section 2. Preferential Casuals

A preferential casual hiring list shall be established subject to the following:

Any casual employee used by the Employer for ~~seventy (70) eight (8) hour shifts within six (6)~~ **sixty (60) shifts in excess of six (6) hours, in five (5)** consecutive months shall be eligible for processing by the Employer for preferential status. It shall be the casual employee's responsibility to notify the Local Union and the Employer that he has qualified for the preferential hiring list. Processing may be waived by written agreement between the individual, the Local Union and the Employer. Such preferential casual shall be selected for regular employment in the order in which he was placed on the preferential hiring list and shall not be subject to any probationary period. If after being placed on such preferential hiring list the casual works ~~thirty (30) eight (8) hour shifts in~~ **thirty (30) shifts, in excess of six (6) hours in** two (2)

consecutive calendar months, they shall be added to the seniority list with a seniority date of the thirtieth (30th) shift. Failure of the Employer to add casuals from the preferential hiring list in this order shall subject the Employer to a run-around claim. A casual employee shall only have preferential status with one (1) Company. If the casual employee refuses to accept regular employment while on the preferential hiring list, the casual and the Local Union shall be so notified in writing and his use as a casual will be discontinued. Casual employees on the preferential hiring list shall be offered extra work in seniority order by classification, as amongst themselves. Work calls to preferential casuals shall be made and/or verified in the same manner as the employer currently uses for regular on-call employees. Further, casuals on the preferential hiring list shall have full access to the grievance procedure. A casual employee who is qualified only for dock work shall not be automatically disqualified from the preferential hiring list, but shall not be eligible for regular employment as a combination employee and shall not incur a claim for workaround in the event that work involving driving is awarded to other casual employees.

Section 3. Replacement Casuals – *No Change*

Section 4. Vacancies – *No Change*

Section 5. Use of Laid-Off Employees from List – *No Change*

ARTICLE 57. TERM OF AGREEMENT - *No Change*

MARYLAND-DISTRICT OF COLUMBIA “UNIFORM RULES AND REGULATIONS”

Additionally, it is agreed that the Maryland-District of Columbia Freight Council Supplemental Agreement will continue to have work pending suspensions and discharges issued under the Supplemental for offenses other than “Cardinal Sins” enumerated in Article 45 of the Supplement.

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the parties that the following shall apply as it relates to Article 54, Section 1 (b):

All bids shall be posted for a period of seven (7) days for review. Beginning on the eight (8) day, employees shall bid in seniority order. An employee not bidding when it is his turn shall be placed on the callboard. Once the next employee selects a bid you cannot change your selection. All new bids will become effective at the beginning of a workweek.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____ 200~~3~~**08**, to be effective as of April 1, 200~~3~~**08**, except as to those areas where it has been otherwise agreed between the parties: