

**New York State
Freight Division
Supplemental
Agreement
Covering
Over-the-Road and Local Cartage
For the Period of
April 1, ~~2003~~ 2008
Through
March 31, ~~2008~~ 2013**

NEW YORK STATE TEAMSTERS

FREIGHT DIVISION

OVER-THE-ROAD

And

**LOCAL CARTAGE
SUPPLEMENTAL AGREEMENT**

Concerning Drivers Employed by Private, Common and Contract Carriers for the Period of April 1, 2008 to March 31, 2013 in the jurisdiction of the following: Local Union Nos. 118, 118A, 182, 264, 264A, 294, 317, 375, 449, 529, 687 and 693.

The _____, hereinafter referred to as the
(Company) (Terminal)
Employer, the New York State Teamsters Freight Division, and Local No. _____, 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 Over-The-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the 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 THE AGREEMENT - *No Change*

ARTICLE 41. ABSENCE - *No Change*

ARTICLE 42. SENIORITY (See also Article 5)

Section 1. Over-the-Road and Local Cartage Operations – No Change

Section 2. Over-the-Road and Local Cartage Operations – No Change

Section 3. Over-the-Road and Local Cartage Operations – No Change

Section 4. Probationary Employees (Over-the-Road and Local Cartage)

A new employee who is hired as a regular shall work under the provisions of this Agreement but shall be employed only on a thirty (30) workday 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 membership.

~~Local Cartage probationary employees shall be placed on the regular seniority list after thirty (30) days.~~ **Probationary Local Cartage employees shall be placed on the regular seniority list after thirty (30) workdays using their original start date and punch with the company.**

~~Road probationary employees shall be placed on the regular seniority list after thirty (30) calendar days, provided he has run a minimum of twenty (20) tours of duty or five thousand (5,000) miles within any thirty (30) calendar days, except as hereinafter provided.~~ **Road probationary employees shall be placed on the regular seniority list after thirty (30) calendar days using their original start date and punch with the company.** A tour of duty is when a driver has run from one point to another and put to bed, or is relieved from duty at his home terminal.

Probationary employees shall be paid at the rate of pay in the applicable Appendix during the probationary period. However, if the employee is terminated by the Employer during such period, he shall be compensated at the full contractual rate of pay for all hours worked, retroactive to the first day worked in such period.

In case of discipline within the thirty (30) day probationary period, the Employer shall notify the Local Union in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he first worked (except in those jurisdictions where the Local Union maintains a hiring hall or referral system) shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Casual employees shall not come under this provision.

Section 5. Casual Employees (Over-the-Road and Local Cartage)

Casual employees may be utilized to cover jobs caused by vacation, sickness, absenteeism, leaves of absence or to supplement the regular work force.

A casual who is used by an Employer ~~forty five (45)~~ **thirty (30)** days in any ninety (90) calendar day period shall be automatically placed in preferred status and called for work opportunity in the order in which he/she obtained preferred status. Days worked during the orientation period shall be counted as part of the above mentioned ~~forty five (45)~~ **thirty (30)** days.

The ~~forty five (45)~~ **thirty (30)** days as outlined herein shall be ~~forty five (45)~~ **thirty (30)** tours of duty in three (3) calendar months as it relates to Over-the-Road.

Preferred casuals working thirty (30) days in any ninety (90) days (or 30 tours in any 90 days as applied to the road) shall be added to the seniority list.

A casual who has not obtained preferred status may be terminated and said termination may not be subject to the grievance procedure. A casual who has obtained preferred status must be available for work when called. Failure to do so will result in disciplinary action in accordance with Article 46.

When an Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in sixty (60) calendar days, the Employer shall be required to add one (1) casual employee for each such thirty (30) days worked by casual employees as described above, to the regular seniority list in the order he obtained preferred status. His seniority date will be the date he is put on the regular seniority list.

In the event there are no casuals who have obtained preferred status, the Employer shall have two (2) months to add an employee of their choice, selection must be made from the active casual list.

Casual employees cannot hold preferred status with more than one Company.

The Local Union shall have the right to file a grievance against any Employer if the terms of this Article are abused.

Should a casual employee who has attained preferred status refuse an offer of regular employment, he shall forfeit his preferred status and the Company shall have no further obligation to said employee. When this occurs the Employer shall send notification to the Local Union and employee involved confirming his refusal of full-time employment and on that basis he will no longer be used as a casual. If an Employer utilizes a casual, who has refused full-time employment one (1) day within a six (6) month period following such refusal, a casual with the most days worked will be placed into preferential status, subject to the qualification period. In addition, a casual who has obtained preferred status and has worked one hundred twenty (120) days from the date he/she obtained preferred status and has not achieved seniority, shall be entitled to fixed holiday pay. To qualify the casual must be available the last work opportunity

prior to the holiday and the first work opportunity following the holiday. In addition, he/she must work four (4) days within the thirty (30) day period prior to the holiday.

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

- (a) The employee's name, address and social security number.
- (b) The dates worked.
- (c) The classification of work performed each date and hours worked.

Replacement casuals may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacation, or other absence, except when an absence of a regular employee continues beyond six (6) consecutive months, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Preferential casual employees who have met the Employers qualifications shall have access to grievance procedure in accordance with Article 3.

Section 6. Orientation of New Employees – *No Change*

Section 7. Over-the-Road Operations – *No Change*

Section 8. Local Cartage Operations

In Local Cartage operations when a younger employee in seniority is called for work ahead of an older employee, the older employee shall be paid from the same starting time as the younger employee, except where otherwise agreed.

When an employee is called for work and cannot be reached, such calls for work must be verified by another Union employee, whenever possible. ~~If an Employer chooses to regularly replace a day shift absentee and such absence is known to be two (2) weeks or more,~~ **If a regular employee is on a known absence of one (1) week or more,** the Employer shall first offer this starting time to his regular employees who start at 12:00 noon or after. It is understood that only one employee shall change his starting time. In the event the absent employee returns to work unexpectedly, the requirement for the 24-hour notice of layoff or change in starting time shall not apply, nor does this waive any provision of Article 68, except as provided herein.

In Local Cartage operations, senior employees affected by a layoff during the seasonal periods can exercise seniority to work days on call, in which event he forfeits the 40hour guarantee. Junior or extra employees shall cover the balance of the shifts. Any employee who exercises seniority for a day's work and is called twice in a twenty-four (24) hour period shall not receive daily overtime for the second shift, provided he does not exceed eight (8) hours on the second

shift during the seasonal period. The seasonal period shall be during the Christmas and New Year period.

In Local Cartage operations during the balance of the year, an Employer may recall laid off employees for extra work without written notice as required in this section. These laid off employees may or may not accept such extra work without loss of any rights in this Agreement except as provided in Section 2 of this Article. These laid off employees may work twice within a twenty-four (24) hour period for straight time provided he has eight (8) hours off from his last shift. If an employee is worked twice within a twenty-four (24) hour period the second eight (8) hours will not be counted towards the eight (8) days in two (2) weeks provided for in Article 72. At such time as he may work forty (40) straight time hours, the Employer shall have no further obligation to offer him work in that workweek except as his seniority may entitle him to on Saturday, Sunday and holiday work

Section 9. Loss of License (Over-the-Road and Local Cartage Operations) – *No Change*

Section 10. Employment Agency Fee (Over-the-Road and Local Cartage Operations) – *No Change*

Section 11. – *No Change*

ARTICLE 43. MAINTENANCE OF STANDARDS

Local Unions and Employers shall reduce to writing, within ninety (90) days of the effective date of this Agreement, better conditions, if any, protected by this Article. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure. All such written agreements shall be submitted to the Joint State Committee for final approval. It is agreed that the provisions of this section shall not apply to bona fide or inadvertent errors made by the Employer or the Union in applying the terms and conditions of this Agreement. The provisions of Article 6 of the National Master Freight Agreement shall apply. A request for relief for those practices established from such error prior to April 1, 1988 **2008** may be filed in writing with the Joint State Committee. The Joint State Committee by a majority vote shall determine whether and in what manner such error shall be continued or eliminated.

ARTICLE 44. GRIEVANCE MACHINERY

~~Section 1: Joint Local Area Committees~~

~~The non TMI Employers and the Local Union within each Local Union area shall create a Joint Local Committee, which shall consist of an equal number appointed by Employers and Unions, but no less than two (2) from each group. Such Committee shall at its first meeting formulate Rules of Procedure to govern the conduct of its meetings. Each Committee shall have jurisdiction over disputes and grievances arising out of this Agreement, except for matters involving interpretation.~~

~~The Employers and the Local Union located in Buffalo, NY jurisdiction shall create a Joint Local Committee, which shall consist of an equal number appointed by the Employer and the Unions, but not less than two (2) from each group. Said Committee shall have jurisdiction over disputes and grievances arising out of this Agreement, as it relates to Supplemental provisions, except for matters involving interpretations as alleged by either party.~~

~~Failure of any Local Grievance Committee to mutually agree on Rules of Procedure, the Joint State Committee shall write Rules of Procedure to govern the Local Grievance Committee, and both sides shall comply with the Rules of Procedure. If the Employer's group should refuse to comply, they shall lose all benefits of Article 45. If the Union group should refuse to comply, the Joint Local Grievance Committee is suspended automatically and shall not process any dispute that may arise, and all disputes shall be referred to the Joint State Committee for final disposition until such time as the Rules of Procedure are complied with and accepted by both sides.~~

Section 1. Joint State Committee

The Employers and the Unions shall together create a permanent Joint State Committee. The Joint State Committee shall consist of an equal number appointed by the Employers and Unions but not less than two (2) from each group. The Joint State Committee shall at its first meeting formulate Rules of Procedure to govern the conduct of its proceedings.

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.

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

Section 4. Examination of Records

The Local Union, ~~Joint Local Committee~~, or Joint State 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 a specific grievance.

Section 5. Change of Operations

(a) Irrespective of the applicable provision of Article 8, Section 6, present terminals, breaking points, or domiciles wholly within the jurisdiction of the New York State Supplement shall not be transferred or changed without the Employer first having submitted to the New York State Joint Change of Operations Committee for approval. This Committee shall also have jurisdiction

over the closing of terminals in regard to seniority. This shall not apply within a twenty-five (25) mile radius. This Committee shall have the power to extend the five (5) year layoff period contained in Article 5, Section 1, and Article 42, Section 1, in considering any change of operations.

(b) In the event the Employer absorbs or acquires and operates the business of another private, contract, common or cartage carrier, the seniority of the employees affected thereby shall be determined in the following manner:

The seniority lists of both companies shall be frozen on the day of the signing of the agreement to purchase. The employees of the company acquired or purchased will be placed at the bottom of the acquiring or purchasing company's seniority list, in order of their seniority with their former company.

In the application of this Section, it is immaterial whether the transaction is called a purchase, acquisition, sale, etc. Further, it is immaterial whether the transaction involves merely the purchase of stock of one corporation by another with two corporations continuing in existence.

In the event the Employer is a party to a merger of lines, the National Master Freight Agreement language contained in Article 5 shall apply.

Overall seniority shall be recognized for fringe benefit purposes.

(c) Individual employees shall not be required to re-domicile more than once during the term of the Agreement, unless a merger, purchase, sale, acquisition or consolidation of employers is involved, or unless the Change of Operations Committee rules to the contrary, based on the facts presented.

(d) Closing of terminals under this Article are subject to the provisions of Article 8, Section 6.

Section 6. National Grievance Committee

Irrespective of anything to the contrary in the National Master Freight Agreement, all grievances, factual issues and questions of interpretation of the provisions of this Supplemental Agreement shall be handled in accordance with Article 45 and any decision will be final and binding on both parties. All grievances, factual issues, and questions of interpretation of the provisions of the National Master Freight Agreement shall be processed in accordance with Article 8 of said Agreement.

Section 7.

The employee must file in writing such grievance or claim with the Union and the Employer within ten (10) calendar days of the alleged infraction or knowledge thereof, except for improper hourly or mileage rates of pay, or pay shortages, which can be grieved for the term of the current contract. If not settled, the Union then must file the grievance to the appropriate Committee with a copy to the Employer within ten (10) calendar days following the original ten (10), calendar day period.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

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

Disputes shall be first taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall then apply:

~~(a) Where a Joint Local Committee, by a majority vote, settles a dispute other than interpretations, no appeal may be taken to the Joint State Committee. Such a decision will be final and binding on both parties. Discharge cases shall be considered factual cases.~~

(a) Where a Joint Local Committee is unable to agree or come to a decision on a case, or where there is no such committee, it shall be submitted to the Joint State Committee for handling. If such Joint State Committee is deadlocked, such case shall be submitted to the Eastern Region Joint Area Committee.

In the event that a discharge grievance is deadlocked at the Eastern Region Joint Area Committee, the grievance shall be referred to the Eastern Region Review Committee. If no agreement is reached, it will be referred to the National Grievance Committee for resolution. Deadlocks at the National Grievance Committee shall follow the procedures in Article 8 of the National Master Freight Agreement.

(b) Where a Joint State Committee, by a majority vote, settles a dispute, no appeal may be taken. Such decision will be final and binding on both parties.

(c) Where the Joint State Committee is unable to agree or come to a decision on a case, it shall be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session, except when the Joint State Committee orders arbitration. Where the Eastern Region Joint Area Committee, by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

(d) Before a strike is called by a Local Union, the Union shall receive the approval of the New York State Teamsters Freight Division. Such approval shall not impose liability upon the New York State Teamsters Freight Division for such strike or matters arising there from.

~~(e) Failure of any Joint Local Committee to meet without fault of the complaining side shall automatically send the case to the State level.~~ Refusal of either party to submit or to appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Article 45. Failure of the State Committee to meet, except where mutually agreed under its Rules of Procedure, likewise withdraws the benefits of Article 45.

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

(g) In the event of a work stoppage, slowdown, walkout, or cessation of work in violation of this Agreement, the Employer shall immediately send a wire to the New York State Teamsters Freight Division to determine if such strike, etc., is authorized.

Section 2. – No Change

Section 3. – No Change

ARTICLE 46. DISCHARGE OR SUSPENSION

Section 1.

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of any infraction against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected. ~~except that~~ **In cases of progressive discipline, infractions must be of like or similar nature.** No warning notice need be given to any employee before he is discharged if the cause of such discharge is:

(a) Dishonesty

(b) Being under the influence of alcoholic beverages and/or drugs while on duty.

When the Employer has good reason to believe the employee may be under the influence of alcohol, the Employer can require submission to a sobriety test. Such test is to be taken at the quickest possible moment. When possible the Employer shall utilize a doctor or hospital to administer the sobriety test, the cost to be borne by the Employer.

Should the employee refuse to submit to the sobriety test at the time requested, it shall be considered an admission of guilt. If the employee agrees to take a test and the Employer is unable to have the test made, the above will not apply.

When an Employer has reason to believe that an employee is intoxicated (illegal drug induced), that employee shall be requested (in the presence of a Union Shop Steward, if available) to go to a medical clinic and give blood and urine specimens for testing, as outlined in Article 35, Section 3 of the National Master Freight Agreement. A refusal to give both specimens will constitute a presumption of drug intoxication.

A refusal of the employee to participate in the testing procedure provided herein shall constitute a presumption of drug intoxication and shall constitute the basis for discharge.

(c) Unprovoked physical abuse or bodily harm to a supervisor or other employee or customer;

- (d) Negligence resulting in a serious accident while on duty;
- (e) The carrying of unauthorized passengers;
- (f) Failure to report an accident;
- (g) Punching a time card other than an employee's own for the purpose of stealing time; or
- (h) Proven, willful, wanton, or malicious damage to company property and/or equipment; or
- (i) Sexual harassment against any person.
- (j) Carrying 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 law).
- (k) Tampering of equipment that results, or could result, in an alteration of intended performance.

Section 2. Warning Notice – *No Change*

Section 3. Appeals – *No Change*

ARTICLE 47. EXAMINATIONS, ABSENCE AND IDENTIFICATION FEES – *No Change*

ARTICLE 48. PAY PERIOD

All employees shall be paid by the Employer once each week (not including, however, such hold-over period that the Employer may have in effect for accounting purposes, which hold-over shall not in any event exceed one (1) week). However, the Employer will make all possible effort to have the employees' ~~checks~~ **pay** available Thursday of each week, but not later than Friday. Each employee shall be provided with an itemized statement of gross earnings and of all deductions made for any purpose.

If any deductions or shortages occur in any employee's pay ~~check~~, the Employer must furnish the reason attached to the employee's pay ~~check~~ in question. Any proven shortage in pay will be made up in the following week's pay ~~check~~. If the Employer does not comply with this clause in the second week's pay ~~check~~, all claims shall be paid in cash at the rate of double the amount due, except when otherwise ordered by the Joint State Committee, and in such an event the shortage will be paid at double the amount due if not paid on or before the second payday following the Committee decision.

When the employee's pay ~~check are~~ is not honored on more than one occasion, then the Union may demand that payrolls be made in cash or certified check. When the regular payday occurs on a holiday, the Employer shall pay the employees on the regular workday immediately preceding the holiday.

Effective immediately for new employees and no later than January 1, 2010 for current employees, enrollment in direct deposit and/or payroll debit card (electronic funds) program is required unless prohibited by law.

In Local Cartage operations, Casual employees shall be paid on the same basis as regular employees.

ARTICLE 49. VACATIONS

Section 1. Over-the-Road and Local Cartage Operations

New employees who have worked one hundred thirty (130) days or more from their first day of seniority to their first anniversary shall be entitled to one (1) week's vacation. Thereafter, regardless of the number of years of service, an employee must work one (1) day in each calendar year in addition to working one hundred thirty (130) days in the previous calendar year in order to qualify for a full vacation each calendar year. **All vacations earned by an employee shall be paid for by the Employer, except an employee who is discharged shall not be paid vacation for the current year.** Payment of New Year's holiday shall constitute a day's work for purposes of qualifying for vacation.

Any employee who has one hundred eighty (180) or more paid for days (tours of duty) in the previous calendar year will not be required to work the one (1) day (tour of duty) as referred to herein.

If an employee works less than one hundred thirty (130) days in the previous calendar year he shall receive a pro rata vacation based on one-twelfth (1/12th) of the vacation to which he is entitled for each twenty-two (22) days worked in the previous calendar year. Any laid off employee receiving vacation in a calendar year because of receiving New Year's Day and does not work any more in that year is not qualified for any other holidays or vacation payment the following year.

All time paid for plus any absence up to thirty (30) days due to illness, or up to sixty (60) days due to an occupational injury, with a maximum of sixty (60) days for both, shall be credited towards computing the qualifying time required.

An employee who has qualified with one hundred thirty (130) days and is injured and on compensation, or sick, on January 1, of the following calendar year shall receive full vacation during that calendar year even though he has not worked the one (1) day referred to above. This provision does not apply if such illness or injury continues in the second calendar year. The credit days specified above for illness or accident shall not apply for the second calendar year.

Vacation schedules shall be posted by the Employer during the months of January 1 through March 31. Employees who sign the schedules during the posting period cannot be bumped after the Employer approves the bid. Any Employee who does not select his/her vacation when the vacation schedules are posted for bid, will be allowed to ask for vacation as they need it. However, the Employer is not required to exceed the minimum fifteen percent (15%) weekly vacation, April 1 to October 1 each year. If any Employee does not schedule his/her vacation by August 31, vacation time shall be assigned at the discretion of the Employer.

Section 2. Over-the-Road and Local Cartage Operations

Those employed two (2) years or more shall receive two (2) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in the six (6) month period prior to their vacation. Those employed eight (8) years or more shall receive three (3) weeks' vacation with pay each calendar year. Those employed fifteen (15) years or more shall receive four (4) weeks' vacation with pay each calendar year. Those employed twenty (20) years or more shall receive five (5) weeks of vacation with pay each calendar year thereafter. The vacation period shall be from January 1 to December 31, and the preferred vacation period shall be May 1 to October 1. Seniority shall prevail at all times when selecting vacations.

~~Vacation time shall be assigned at the discretion of the Employer but shall meet with the convenience of the individual employee whenever possible.~~ Employees shall receive an extra day's pay for any holidays falling during a vacation week if otherwise qualified for the holiday.

Vacation pay shall be paid in advance, provided the employee gives two (2) week's written notice prior to starting vacation.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation at any one time from January 1 to October 1 each year.

~~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 rights to the payment of such vacation shall be deferred until after termination of the unemployment benefit period.~~ **Employees who have earned vacation and are on layoff may upon written request, use full weeks vacation.** The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

Section 3. Over-the-Road Operations – No Change

Section 4. Local Cartage Operations – No Change

Section 5. – No Change

ARTICLE 50. HEALTH AND HOSPITAL

Section 1.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Disputes or questions over interpretation concerning the requirements to make contributions for employees shall be submitted to the New York State Joint Grievance Committee for decision. Such decision shall be subject to the Health and Hospital Fund Board of Trustees for final approval.

ARTICLE 51. PENSION AND RETIREMENT FUND

Section 1.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

ARTICLE 52. DEATH IN FAMILY - *No Change*

ARTICLE 53. PROTECTIVE APPAREL

Terminal yardmen and hostlers shall be provided with rain gear. Any employee ~~physically~~ handling substantial quantities of hides, creosoted items, spun glass, lamp black, barbed wire and acids shall be provided with suitable rubber or leather aprons and gloves. **Items not providing suitable protection shall be replaced.**

Disposable dust masks must be provided for clean up and/or sweeping out trailers.

ARTICLE 54. WINTER SAFETY EQUIPMENT - *No Change*

ARTICLE 55. CHECK-OFF - *No Change*

ARTICLE 56. EMPLOYMENT OPPORTUNITIES AND COMPETITIVE EQUIT - *No Change*

ARTICLE 57. CANADIAN BORDER - *No Change*

ARTICLE 58. EMPLOYER ASSOCIATION - *No Change*

ARTICLE 59. TERM OF SUPPLEMENTAL AGREEMENT - *No Change*

ARTICLE 60. LODGING (Over-the-Road Operations)

Long distance road drivers shall be supplied with suitable lodging furnished by the Employer when required to lay over in anticipation of a trip at any point away from their homes. All rooms must be air conditioned and suitable. There shall be no bunk beds or double beds. Any dispute shall be referred to the Joint State Committee.

Only one (1) driver shall be required to sleep in a room, except in case of emergency or extenuating circumstances, in which event two (2) men may be required to use one room; but any driver may refuse if he wishes, in which event such driver must pay the difference in cost between the room supplied by the Employer and the single room.

If rooms are not available within the city or village limits, the Employer agrees to provide transportation to and from the terminal and the approved accommodations and likewise shall provide transportation within the city or village limits when approved accommodations are beyond one-half (1/2) mile from the terminal, or fare if public transportation is not available. ~~A road driver required to bobtail to motel shall be paid one-quarter (1/4) hour at the regular hourly rate of pay.~~ **In the instance of a road driver being required to take company equipment to and/or from lodging, the company and the local union shall mutually agree on the amount of compensation, with a minimum guarantee of one-quarter (1/4) hour for the time involved to and from the lodging, unless being compensated for layover time. Failure of the parties to agree shall subject the matter to the grievance procedure. It will not be necessary to log this time unless the D.O.T. changes its current rules to require it to be logged.**

If a road driver is required to wait over one (1) hour for Company transportation, he shall be paid for all time over one (1) hour until it is provided.

In the event a road driver going to bed is at a location that offers a choice of motels, the driver shall be given the opportunity to select which one he stays at.

A subcommittee of one (1) Union and one (1) Company representative from each Joint State Grievance Committee jurisdiction 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.

ARTICLE 61. PAID FOR TIME (Over-the-Road Operations)

Section 1. General

A road driver's working time shall start when the employee reports for duty and ends when he is relieved of duty at his destination or home terminal. Should the Employer take the initiative in relieving him at any point other than his destination or home terminal the employers shall ensure that the driver's earnings will not be less than the earnings he would have received had he completed his original dispatch except on accidents and/or breakdowns (except as provided in Section 5 of this Article).

A driver who starts a trip and has an accident, for which he is not at fault, shall be paid all miles driven and time spent at the scene until he is relieved of duty, or through to destination, whichever is greater, with a minimum of eight (8) hours for the tour of duty.

Extra board road drivers guaranteed thirty-six (36) or forty-eight (48) hours off duty after completing six (6) tours, fifty-eight (58) hours if held in bed to seven (7) tours, seventy-two (72) hours or forty-eight (48) hours for twelve (12) tours. Nine (9) hour compensation layover shall count as one (1) tour.

Upon completion of a minimum of six (6) tours of duty, an extra board driver shall be entitled to forty-eight (48) hours off duty, which shall be exclusive of the D.O.T. mandatory rest period.

A driver who starts a trip, has an accident for which he is at fault, and is relieved of duty shall be paid only for those miles he has driven and work performed, plus the time at the scene until relieved of duty.

Any road driver called for a run will report as soon as possible, but in no event will he take more than two (2) hours, except at foreign terminals when he shall be allowed one (1) hour to report, but not to exceed two (2) hours when the distance between room and terminal necessitates more than one (1) hour.

No driver may be dispatched more than fifteen (15) minutes prior to his bid or assigned dispatch time.

Any driver called to report to work and given a specific reporting time, and does report at that time, shall be dispatched or paid for any time until he is dispatched.

A driver called and given a time to report, who reports prior to scheduled time, unless dispatched, shall not be paid until the time he was told to report.

A driver who is told to report as soon as possible shall be paid from the time he arrives at the terminal.

All drivers are expected to report to the terminal within the normal time required at each location.

A driver on compensable holdover must come to the terminal as soon as possible.

If the Employer requires a road driver to fuel or perform duties other than the normal pre-trip, visual and audible inspections, preparation of logs, vehicle condition reports and accident reports, he shall be paid for such time required.

If a road driver is required to make an en-route stop to call the Company based on instructions to do so, he/she shall be paid 1/4 hour at the regular hourly rate of pay.

When a driver is removed from duty at the scene of a breakdown, he will be paid all moneys earned or an eight (8) hour minimum, whichever is greater. After the first nine (9) hours in bed the driver shall receive an eight (8) hour minimum, plus all waiting time in excess of the nine (9) hours in bed.

Lunch and safety breaks: All running times shall include the following for lunch and rest: 9.5 hours to 10 hours driving time (2 hours); 8 hours to 9.4 hours driving time (1.5 hour); 6 hours to 7.9 hour driving time (1 hour); 4 hours to 5.9 hours drive time (1/2 hour).

When a driver is removed from duty due to a breakdown causing lack of available log hours at other than breakdown scene he shall be paid all moneys earned or an eight (8) hour minimum, whichever is greater. Following his period of layover the driver will be guaranteed an eight (8) hour minimum.

A road driver is to be paid for his Drop and Hook and any additional miles driven when it is necessary to do so in order to accomplish his mail

Section 2. Call In Time

Any employee called for work shall receive a minimum of eight (8) hours pay at all times, exclusive of the one (1) hour free time as allowed elsewhere herein. The eight (8) hour minimum shall include waiting time, drops and pickups, hooking and unhooking and any time paid by the carrier, except expense moneys. The Local Union and the Employer may agree upon circumstances where the eight (8) hour guarantee shall not apply, but the guarantee shall not be less than six (6) hours.

An individual driver may agree to break his guarantee and receive less than an eight (8) hour minimum by mutual agreement between the company and himself.

All drivers shall be dispatched to their ultimate point of destination unless otherwise agreed to between the Local Union and the Employer; however, if the driver has available hours to work, he may be extended. Under no circumstances shall any Union agent or steward induce or order any driver not to go beyond his ultimate point of dispatch as provided by this paragraph. Drivers may be dispatched on a VIA terminal dispatch. Dispatch Rules, including call times, availability

and book-off procedures shall be established between the Employer and Local Union. Failure to comply or agree, the issues will be referred to the State Committee ~~for settlement~~ **and if unresolved, shall be referred to a subcommittee, who shall make a recommendation back to the State Committee. Such recommendation shall be adopted and be final and binding on both parties.**

Road drivers at their home terminal shall be given a definite time to call by phone for a definite starting time. This does not apply to Break-bulk terminals. In the event the Employer cannot give a driver a definite starting time when he phones, the Employer shall give him another definite call-in time, so as to give the driver his definite starting time. In the event the Employer has no runs, the driver shall be so advised and in such event the Employer shall not be penalized, except as otherwise provided herein. Driver shall be paid for every hour of waiting time after his designated starting time and if the trip does not run he shall be paid one-half (1/2) of his designated trip or an eight (8) hour minimum, whichever is greater, plus all waiting time. In the event the Employer has a load prior to normal call-in time, he shall call drivers in accordance with seniority, and if a junior man takes the trip because a senior man could not be located, the senior man will go out that night, but if no trip develops before 6:00 a.m., he shall be paid one-half (1/2) of the trip that was run by the junior man. The above shall prevail except when other arrangements are made between the road drivers and the Employer and not opposed by the Union. Waiting time after reporting shall not be paid if the incoming truck is involved in an accident or breakdown.

The Company will bid a minimum of fifty percent (50%) of the active road board at all terminals with more than fifteen (15) road drivers every six (6) months. This does not preclude the Company from re-bidding in the interim due to operational needs. The remainder of the drivers shall be placed on the extra board, which shall be dispatched off a wheel with a two (2) hour work call. ~~All wheels~~ **The extra board wheel** shall be reshaped at midnight each Sunday by seniority, provided the driver punches in at his home terminal by 2:00 p.m. on Sunday.

Dispatch must notify drivers of initial dispatch destination when called at the home terminal. The Employer may, based on operational needs, re-choice drivers at the window based on seniority and available D.O.T. hours, without claim.

When an extra board driver at the home terminal has consumed alcohol and is called for dispatch, such driver may request to take a minimum of eight (8) additional hours off duty and such request shall be granted a maximum of four (4) times in a twelve (12) month period. When a driver is off duty under this circumstance, such driver shall have "no claim" for runaround against junior drivers who may be dispatched during such off duty period.

Except during periods of inclement weather or during a week in which a Canadian or U.S. holiday occurs, an extra board driver who has been off duty for at least twenty (20) hours may elect to call dispatch and drop holding his/her position, for eight (8) hours. This only applies when the driver calls dispatch prior to receiving a work call.

The parties agree that the Employer shall have the sole discretion to establish bids based on operational needs. Bids with start times and destinations shall be established whenever possible. The Employer will give consideration to additional destination turn bids with start times, whenever it can be demonstrated that such trips are ran for five (5) consecutive days per week for four (4) weeks at the same time. In the case of A-B-A dispatches, the same destination is run three (3) trips per week for four (4) weeks at the same time on alternate days.

Turn and A-B-A bid drivers with start times and destinations shall be subject to eight (8) hours layover pay or their ultimate point of destination, whichever is greater, on those occasions where the company is responsible for breaking their bid.

In the case of a turn, time start/destination bid driver, his bid shall be considered broken for the purpose of this provision, if he is not returned to his home domicile on the same tour of duty and is instead required due to the actions of the company to take a layover.

In the case of an A-B-A time start/destination bid driver, his bid shall be considered broken for the purpose of this provision, if he is required to take a second layover prior to returning to his home domicile, due to the action of the Company.

Section 3. – *No Change*

Section 4. Layovers

(a) Road drivers relieved from duty at a terminal or point away from home shall be dispatched on a trip within fourteen (14) hours after time of arrival. Drivers not dispatched in fourteen (14) hours after the time of arrival but held over, shall be paid for each hour of waiting time thereafter, not to exceed nine (9) hours in each succeeding twenty-four (24) hour period.

(b) No road driver shall be allowed to work unless he has been off ten (10) hours at his home terminal and ~~eight (8)~~ **ten (10)** hours at a foreign terminal.

Section 5. Breakdowns and Impassable Highways

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the ~~second~~ **first** hour or fraction thereof, but not to exceed more than nine (9) hours out of each twenty-four (24) hour period, except that time required to be spent with the equipment shall not be included within the first nine (9) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition to the rate specified in this Agreement. Where an employee is held longer than a nine (9) hour period, he shall in addition be furnished clean comfortable, sanitary lodging, meals and any other necessary expenses. The pay for delay time shall be in addition to moneys earned for miles driven and/or work performed. ~~It is understood the one (1) hour free time does not apply to breakdowns within a three (3) mile radius of his origin dispatch.~~

Drivers whose vehicles or trucks get stuck because of snow shall be paid for all time lost or delayed after the first (1st) hour, provided they give satisfactory proof of being stuck, to both parties, when such proof is available, except when a driver is stuck and cannot proceed because of the elements and can reach proper shelter (such as diner, heated farmhouse, etc.) he shall also be paid for the first nine (9) hours of each twenty-four (24) hour period, plus expenses and all moneys earned for miles driven and/or work performed until relieved from duty at his destination or the company terminal. If after the first nine (9) hours the driver is required to periodically check his equipment, he shall be paid for such time as required, after the nine (9) hours referred to above.

Drivers shall not be compelled to nurse a faulty unit into any terminal.

Section 6. Deadheading – *No Change*

Section 7. Foreign Power Courtesy – *No Change*

Section 8.

If the Employer introduces Sleeper Teams into terminals covered by the New York State Supplement, it is agreed that those teams will be covered by Article 8, Section 8, Subsection A,B,C,D,E,F,G,I,J,K,L and M. Bedding and linen shall be covered by Central States contract language.

ARTICLE 62. PICKUP AND DELIVERY (OVER-THE-ROAD OPERATIONS) - *No Change*

ARTICLE 63. MILEAGE AND HOURLY RATES (Over-the-Road Provision)

Section 1. Mileage and Hourly Rates - *Change all rates to reflect National increases*

(a) Effective April 1, ~~2003~~ **2008** the following schedules shall prevail:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Riggers shall receive \$0.25 per hour above rates specified herein.

The New York State Teamsters Freight Division and Employer or Employers Association, where applicable, agree to establish a mileage committee for the purpose of establishing proper pay mileage on all operations, originating points, metropolitan areas, etc.

The Employers shall notify each Local Union of what mileages are being paid, what they contend the true mileages are, and what mileages are in dispute. Both sides must meet within one week to agree on the corrected mileages. Failure to agree automatically sends the matter to the Joint State Grievance Committee which will make a final and binding decision, which decision shall be effective on the date of the Grievance Committee hearing, so that whatever disputed miles are proven shall be retroactive to the day of the hearing.

Where obligated to depart from the routes customarily traveled, road drivers shall be paid for additional off-route mileage at the prevailing mileage rate.

Whenever there is a dispute over mileage, mileage shall be logged by the Union and the Employer, such findings to be final and binding. When the route is logged, starting point at origin shall be the terminal and ending point destination shall be the terminal.

Section 2. Double Bottoms

Drivers of double bottoms (truck and full trailer, or semi and full trailers) shall receive two (2¢) cents per mile above the rates specified in this Agreement. **Drivers pulling long double trailer, forty (40) feet or more, shall be paid an extra one-half (1/2) cent more than the rate listed above.**

The Employer agrees that in terminal cities where he maintains a double bottom operation he will provide double bottom permits for all road drivers.

Any driver, who loses his double permit, or not being able to qualify for a double bottom permit, will be protected on all single operations in accordance with his seniority.

When a road driver, at the time of dispatch, leaves the terminal or at the completion of his trip, he may take a trailer or a dolly to go to the compound. At the completion of his trip he may do the same in reverse to the terminal.

A road driver may come into a compound from the Thruway with a lead trailer and dolly, hook up another trailer and proceed on his trip or leave the dolly and proceeds single. Movement of dollies from one compound to another at the particular interchange, or from terminal to compound or compound to terminal, shall be performed by local people.

Road drivers, en-route at compounds may make and break their own combinations.

A road driver may pull a dolly from the compound to complete his train. No road driver shall be required to hook or unhook when tractors are not equipped with pintle hooks or other approved devices.

Drivers shall receive three and one-half (3 1/2) cents per mile above the rates specified in this Agreement for pulling a third trailer. No other combination other than three (3) 28-foot trailers will be allowed unless rate is negotiated.

No double bottom drivers will pull trailers or dollies at an intermediate compound from the compound to the terminal or vice versa. The question of interpretation of this paragraph as it pertains to breakdown of equipment en--route shall be referred to the Joint State Grievance Committee.

When a road driver is dispatched on a double bottom trip and the Employer breaks that original dispatch, the employee will receive the double bottom rate for his actual double bottom miles driven.

ARTICLE 64. HOLIDAYS (Over-the-Road Operations)

Section 1. General Holidays

All regular employees covered by this Agreement who do not work on any of the following holidays: New Year's Day, ~~Good Friday~~, Memorial (Decoration) Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, and Christmas Day, shall receive nine (9) hours pay for each holiday.

Roving holiday request must be submitted in writing and approved or denied within three (3) work days from date of submission, and will not be unjustly denied. If not answered within the three (3) workdays, the rover must be granted.

There shall be ~~two (2)~~ **three (3)** additional holidays known as Roving Holidays each calendar year to be mutually agreed upon between the Employer and the individual employee. Holiday pay shall be nine (9) hours at the current hourly rate. If any holiday falls on a Sunday, the following day shall be observed.

The Employer shall have the option of designating Friday as a holiday in lieu of a holiday that would normally fall on a Saturday, for the purposes of this Article.

Section 2. Qualifications - General Holidays

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, layoff, non-occupational injury, or occupational injury. This does not apply to employees taking leave of absence for full time employment with the Union.

In addition, a regular employee shall not be entitled to holiday pay unless he is available and/or works a full tour the day preceding the holiday and the day following the holiday unless previously excused or subsequently excused for proven illness or legitimate absence. Where there are bids, the employee must work the last bid prior to the holiday, and his first bid following the holiday, except for proven illness or excused absence. In addition, an employee shall not be entitled to holiday pay if he has been laid off thirty (30) days or more prior to a holiday and has not worked at least four (4) tours of duty within thirty (30) days prior to the holiday, or was legitimately fired or quit prior to the holiday, or was off duty of his own volition because of sickness, etc. over thirty (30) days prior to the holiday or was on leave of absence as provided for under Article 41. A regular driver not on lay off and required to be in readiness for work shall receive Holiday pay.

If a driver is scheduled to run because of his bid operation, or because of his turn out in compliance with seniority, he must run or else he will not receive holiday pay that week.

EXCEPTION: A driver may be off because of accident or illness to himself, or because of death or serious illness or accident to his immediate family, compulsory court appearance, or other legitimate and excusable reason approved by both the Union and the Employer. If the Employer questions the illness, he may request and must receive a doctor's certificate upon demand.

Any employee who works the holiday shall be paid for the holiday.

Section 3. Qualifications - Roving Holidays

~~Any new employee who has attained regular seniority on or after April 1st, 1998 will be eligible for his/her first (1st) roving holiday after working ninety (90) tours of duty from his/her date of hire (seniority date) to his/her first (1st) anniversary date of hire; and, work an additional ninety (90) tours of duty from his/her first (1st) anniversary date of hire to his/her second (2nd) anniversary 194 date of hire to be eligible for his/her second (2nd) roving holiday. Thereafter he/she will be entitled to two (2) roving holidays each calendar year.~~

Any new employee who has attained regular seniority on or after April 1, 2008 will be eligible for one (1) roving holiday after working ninety (90) tours of duty from his/her date of hire (seniority date), a second (2nd) roving holiday after completing one hundred and eighty (180) tours of duty, and a third (3rd) roving holiday after completing two hundred and seventy (270) tours of duty from his date of hire (seniority date). Thereafter, he/she will be entitled to three (3) roving holidays each calendar year.

Any regular employee on layoff or extended illness who returns to work must work five (5) consecutive tours of duty or twenty (20) accumulated tours of duty in any calendar year to be entitled to roving holidays.

Roving holidays not used in a calendar year shall be paid to eligible regular employees at their applicable hourly rate, in the first pay period in January, if the employee has worked five (5) consecutive tours or twenty (20) or more tours of duty in the prior calendar year.

Section 4. Sunday Provisions – *No Change*

Section 5. General Holiday Provisions

If a road driver does any roadwork on the holiday, he/she shall receive an additional three (3) hours penalty pay plus his/her regular holiday pay.

~~In the event the employer cancels bids on a holiday, a sign-up list of employees wishing to work will be posted at least seven (7) days prior to the holiday. Drivers signing this list will be arranged by seniority for the holiday and will be dispatched first. If enough drivers do not volunteer, the Company will force drivers, in reverse, to be available for work during the holiday.~~

The employer will cancel all road bids for holidays listed in Section 1, first paragraph. The cancellation will begin at noon the day before the holiday(s) and end at 2400 on the holiday(s). A sign up list of the employees wishing to work will be posted at least seven (7)

days prior to the holiday(s). Drivers signing this list will be arranged by seniority for holiday(s) and will be dispatched first. If enough drivers do not volunteer, the company will force drivers, in reverse, to be available for work during the holiday.

Section 6. – *No Change*

ARTICLE 65. SYSTEM OPERATION (OVER-THE-ROAD OPERATIONS) - *No Change*

ARTICLE 66. WORK ASSIGNMENTS (Local Cartage Operations) - *No Change*

ARTICLE 67. LUNCH PERIOD (Local Cartage Operations) - *No Change*

ARTICLE 68. PAID FOR TIME (Local Cartage Operations) - *No Change*

ARTICLE 69. HOLIDAYS (Local Cartage Operations)

Section 1.

All regular employees covered by this Agreement who do not work on any of the following holidays: New Year's Day, ~~Good Friday~~, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, December 24 and Christmas Day, shall receive a full day's pay. Holidays falling within an employee's workweek shall reduce the workweek by eight (8) hours for each holiday. All work performed beyond thirty-two (32) hours in a holiday workweek, in which one (1) holiday falls shall be paid at the rate of time and one-half (1 1/2) the hourly rate. All work performed beyond twenty-four (24) hours in a holiday workweek in which two (2) holidays fall, shall be paid at the rate of time and one-half (1 1/2) the hourly rate, etc. Holidays falling outside of the workweek on nine (9) and ten (10) hours bids will be paid eight (8) hours.

When a holiday falls on a Saturday, or is celebrated on a Saturday, the employee will receive an extra day's pay. A regular employee shall not be entitled to Holiday pay unless he works a full shift his last scheduled work day preceding the holiday, and a full shift the first scheduled work day following the holiday unless previously excused or subsequently excused for proven illness or legitimate absence. In addition, an employee shall not be entitled to holiday pay if he has been laid off thirty (30) days or more prior to a holiday, or was legitimately fired or quit prior to the holiday, or was off duty of his own volition because of sickness, etc., over thirty (30) days prior to the holiday or was on a leave of absence as provided for under Article 41. Any holiday falling on Sunday shall be observed the following day. All employees ordered to work on a Sunday or a holiday shall be paid at the rate of time and one-half (1 1/2) for the first (1st) eight (8) hours worked. All work performed in excess of his eight (8) hours on a holiday or Sunday shall be double the straight time rate, except as provided in Section 3. The Employer shall have the

option of designating Friday as a holiday in lieu of a holiday that would normally fall on a Saturday, for the purposes of this Article.

Roving holiday requests must be submitted in writing and approved or denied within three (3) work days from date of submission, and will not be unjustly denied. If not answered within the three (3) workdays, the rover must be granted.

Should a holiday fall on a Saturday, eight (8) hours' straight time shall be paid for those qualified for the holiday. Saturday holidays shall not apply toward the weekly guarantee, except in Break Bulk Operations where an employee is on a Tuesday through Saturday workweek.

There shall be ~~two (2)~~ **three (3)** additional holidays, known as Roving Holidays, each calendar year to be mutually agreed upon between the Employer and the individual employee. ~~Any new employee who has attained regular seniority on or after April 1st, 1998 will be eligible for his/her first (1st) roving holiday after working ninety (90) days from his/her date of hire (seniority date) to his/her first (1st) anniversary date of hire; and, work an additional ninety (90) days from his/her first (1st) anniversary date of hire to his/her second (2nd) anniversary date of hire to be eligible for his/her second (2nd) roving holiday. Thereafter he/she will be entitled to two (2) roving holidays each calendar year.~~ **Any new employee who has attained regular seniority on or after April 1, 2008 will be eligible for his/her first (1st) roving holiday after working ninety (90) days from his/her date of hire (seniority date), a second (2nd) roving holiday after completing one hundred and eighty (180) days, from date of hire, and a third (3rd) roving holiday after completing two hundred seventy (270) days from date of hire. Thereafter, he/she will be entitled to three (3) roving holidays each calendar year.**

Any regular employee on layoff or extended illness who returns to work must work five (5) consecutive days or twenty (20) accumulated days in any calendar year to be entitled to roving holidays.

Roving holidays not used in a calendar year shall be paid to eligible regular employees at their applicable hourly rate, in the first pay period in January, if the employee has worked five consecutive days or twenty (20) or more days in the prior calendar year.

Section 2.

Employee's, who have not established regular seniority shall not be paid for holidays, shall be guaranteed a minimum of eight (8) hours work at straight time.

Any employee who works the holiday shall be paid for the holiday.

Section 3. – No Change

Section 4. – No Change

Section 5. – No Change

ARTICLE 70. LEASED EQUIPMENT (Local Cartage Operations) - *No Change*

ARTICLE 71. WAGES (Local Cartage Operations) - *No Change*

ARTICLE 72. WORKDAY AND WORKWEEK (LOCAL CARTAGE OPERATIONS)

Except as otherwise specifically provided for in this contract, the normal workweek for regular employees shall consist of five (5) days of eight (8) hours each, worked consecutively, exclusive of lunch period, and worked Monday through Friday.

~~The Union and the Employer may agree, subject to the approval of the affected employees involved, that employees may be scheduled for four (4) consecutive days per week at ten (10) hours per day, Monday through Thursday or Tuesday through Friday and/or any four (4) days, ten (10) hours per day Monday through Friday. Time and one half (1-1/2) shall be paid for all hours worked over ten (10) in a workday. Employees bidding on four (4) ten (10) hour days shall receive ten (10) hours holiday pay if otherwise qualified. Employees on four (4) ten (10) hour bids shall not have a claim for work on his day off except Saturday, Sunday and holidays.~~

The Employer and the Union may agree to establish bids consisting of any four (4) days, ten (10) hours per day Monday through Friday. Such four (4) day, ten (10) hour bids shall be filled on a voluntary basis and employees may not be forced to occupy such bids. Time and one-half (1-1/2) shall be paid for all hours worked over ten (10) hours in a workday. Employees bidding on four (4) ten (10) hour days who are otherwise qualified, shall receive ten (10) hours holiday pay if such holiday occurs on the employees scheduled work day and eight (8) hours holiday pay for holidays occurring outside of the employees scheduled workweek. Employees on four (4) ten (10) hour bids shall not have a claim for work on his day off except Saturday, Sunday and holidays.

The company may schedule one (1) employee Tuesday through Saturday to cover Saturday work at straight time. This employee shall be guaranteed forty (40) hours work for the weeks in which he is bid Tuesday through Saturday. In the event the Employer must supplement or replace his Monday compliment, he may use laid-off and/or casual employees before calling the Tuesday through Saturday bid employees at premium time.

The Company may establish a maximum of three (3) Tuesday through Saturday dock/yard positions, over and above the above-mentioned one (1) combination city employee. It is understood that these Tuesday through Saturday dock/yard positions would not apply to those companies presently operating a break-bulk terminal.

The standard guaranteed workweek for all regular employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours in any one (1) day. Except as otherwise specifically provided in this Agreement, all hours worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half (1 1/2) of the regular hourly rate. All hours worked in excess of forty (40) hours in any one (1) week shall be paid for at time

and one-half (1 1/2) the regular hourly rate. (The greater of the two shall prevail.) Work performed on Saturday as such shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate. Posted starting times may be varied twice during the week, either Monday and Tuesday or Thursday and Friday. The variation can be no more than six (6) hours from his regular bid starting time.

Local cartage employees working beyond twenty-five (25) miles road radius from his home terminal shall be considered peddle drivers and shall receive overtime after nine (9) hours per day forty-five (45) hours per week with a maximum of four (4) bids without the approval of the affected employees. The bid peddle driver shall be able to make pickups and/or deliveries in the general direction on his way out to and/or in from his peddle area. In addition, the peddle driver may work the dock prior to his dispatch. These bid peddle drivers shall not be required to work in any other areas, however, if required to do so shall be paid time and one-half after eight (8) hours that day. Further, if required to work in areas other than their bid peddle areas more than once in any week he shall be paid time and one-half for hours worked in excess of eight (8) hours for each day of that week with a forty five (45) hour guarantee. The employees working under the provisions of this paragraph, shall receive, nine (9) hours holiday pay for holidays falling during their workweek, if otherwise qualified. Effective on April 1, 1999 the Employers will be entitled to bid a maximum of five (5) bids without approval of the affected employees.

If the Employer supplements his guaranteed work force in a twenty- four (24) hour period for eight (8) days or more for two (2) consecutive weeks, the laid off employees, in seniority order, shall be offered a regular starting time and a 40-hour guarantee the following week. During the first guaranteed week, the employee shall not be on a regular starting time, however, the Employer shall notify the employee of his starting time by 10:00 a.m. each day. If this employee is not laid off during the first guaranteed week, he then shall be given a regular starting time the following week. It is understood that if more than one employee qualifies as above then an equal number shall be granted the guarantee. (Also see Article 42, Section 1.)

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

If an employee notifies his supervisor when reporting for work that he does not want to work more than two (2) hours overtime that day, he will not be required to work more than two (2) hours.

Any employee who makes such notification will not be allowed to exercise his seniority on an assignment, which normally generates more than two (2) hours overtime. It is recognized that there may be circumstances whereby a driver may be in the process of completing his assignment after his two (2) hours are worked. In such instances, the driver cannot return to the terminal on his own but may be required to complete such assignment.

It is understood, however, that the supervisor will endeavor to do everything possible to have the driver back at the terminal at the completion of his two (2) hours and will not deliberately assign any assignments, which may interfere with the driver's return to the terminal at the completion of said two (2) hours.

If more than one employee makes a request it will be granted in order of seniority as the workload dictates.

ARTICLE 73. BREAK BULK TERMINALS (Local Cartage Operations)

Section 1. – No Change

Section 2. – No Change

Section 3. – No Change

Section 4.

The order of call for replacement, supplemental and overtime work opportunity shall be as follows:

Laid-off city drivers who have notified the company in writing, of their interest of work, shall be added to the order of call.

NOTE: It is understood that no employee will be given the opportunity to work seven (7) punches unless employees who are eligible have been given the opportunity to work a sixth (6th) punch. **The Employer must post a daily work (sign-up) sheet for employees who are interested in working a sixth (6th) and/or seventh (7th) punch at least three (3) days in advance, specific details to be worked out at the terminal level. Any employees who do not sign for his/her first sixth (6th) punch opportunity shall be permitted to continue to exercise their seniority for an additional sixth (6th) punch opportunity.**

(a) Monday

1. Ten (10) per-centers.
2. Laid-off employees.
3. Casuals as replacement for absences as outlined in paragraph (h).
4. Tuesday through Saturday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start. This does not constitute a Monday start.
5. Wednesday through Sunday bid starts who have not had the opportunity for a sixth (6th) punch.
6. Thursday through Monday bid starts provided they have had seven and one-half (7 1/2) hours off.

7. Laid-off city drivers

8. Casuals

(b) Tuesday

1. Ten (10) per-centers.
2. Laid-off employees.
3. Casuals as replacement for absences as outlined in paragraph (h).

4. Wednesday through Sunday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.

5. Thursday through Monday bid starts who have not had the opportunity for a sixth (6th) punch.

6. Friday through Tuesday bid starts provided they have had seven and one-half (7 1/2) hours off.

7. Laid-off city drivers

8. Casuals

(c) Wednesday

1. Ten (10) per-centers.

2. Laid-off employees.

3. Casuals as replacement for absences as outlined in paragraph (h).

4. Thursday through Monday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.

5. Friday through Tuesday bid starts who have not had the opportunity for a sixth (6th) punch.

6. Saturday through Wednesday bid starts provided they have had seven and one-half (7 1/2) hours off.

7. Laid-off city drivers

8. Casuals

(d) Thursday

1. Ten (10) per-centers.

2. Laid-off employees.

3. Casuals as replacement for absences as outlined in paragraph (h).

4. Friday through Tuesday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.

5. Saturday through Wednesday bid starts who have not had the opportunity for a sixth (6th) punch.

6. Sunday through Thursday bid starts provided they have had seven and one-half (7 1/2) hours off.

7. Laid-off city drivers

8. Casuals

(e) Friday

1. Ten (10) per-centers.

2. Laid-off employees.

3. Casuals as replacement for absences as outlined in paragraph (h).

4. Saturday through Wednesday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.

5. Sunday through Thursday bid starts who have not had the opportunity for a sixth (6th) punch.

6. Monday through Friday bid starts provided they have had seven and one-half (7 1/2) hours off.

7. Laid-off city drivers

8. Casuals

(f) Saturday

1. Ten (10) per-centers who have not had the opportunity to work five (5) days.

2. Laid-off employees who have not had the opportunity to work five (5) days.

3. Casuals as replacement for absences as outlined in paragraph (h).
4. Sunday through Thursday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.
5. Monday through Friday bid starts who have not had the opportunity for a sixth (6th) punch.
6. Tuesday through Saturday bid starts provided they have had seven and one-half (7 1/2) hours off.
7. Ten (10) per-centers who have not had the opportunity for a sixth (6th) punch.
8. Laid-off employees who have not had an opportunity for a sixth (6th) punch.

9. Laid-off city drivers

10. Casuals

(g) Sunday

1. Ten (10) per-centers who have not had the opportunity to work five (5) days.
2. Laid off employees who have not had the opportunity to work five (5) days.
3. Casuals as replacement for absences as outlined in paragraph (h).
4. Monday through Friday bid start who have not had the opportunity for a sixth (6th) punch, provided they can protect their Tuesday bid starts with seven and one-half (7 1/2) hours off prior to this start.
5. Tuesday through Saturday bid starts who have not had the opportunity for a sixth (6th) punch.
6. Wednesday through Sunday bid starts provided they have had seven and one-half (7 1/2) hours off.
7. Ten (10) per-centers who have not had the opportunity for a sixth (6th) punch.
8. Laid-off employees who have not had an opportunity for a sixth (6th) punch.

9. Laid-off city drivers

10. Casuals

Work opportunity as herein provided shall not exceed seven (7) punches in a seven (7) day period.

In addition, the twelve (12) hour drop provision as it applies to ten (10) per-centers and laid off employees shall also apply to casual employees.

(h) Casuals may be used to replace straight-time absences created by book-off of ninety per-centers, or the unavailability of ten per-centers and laid-off employees who could have been used, if available, at straight time either as a supplement or a replacement of the above mentioned absent ninety per-centers.

Section 5.

The replacement of absentees on regular shifts will be as follows:

If a regular employee is on a known absence of one (1) week or more, the employer shall offer the opportunity to replace that vacancy to those employees who did not have the opportunity to bid that shift in that workweek.

It is understood that only one (1) employee shall change his starting time and the Employer is not required to replace the vacancy created by such move.

Bid employees having given the Employer ample notice (minimum 2 hours), of an absence from work for two (2) or more consecutive days in their regular workweek, shall be replaced on their bid by a ten percent (10%) employee.

Section 6. – *No Change*

Section 7. – *No Change*

Section 8. – *No Change*

Section 9. – *No Change*

Section 10. – *No Change*

APPENDIX A (Local Unions Nos. 118A, 182, 264, 264A, 317, 375, 529, 687 and 693)

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Drivers, Yardmen, Switchers, and Hostlers

	Per Hour
Effective 4/1/03 <u>4/1/08</u>	\$20.39
Effective 4/1/04 <u>4/1/09</u>	\$20.79
Effective 4/1/05 <u>4/1/10</u>	\$21.19
Effective 4/1/06 <u>4/1/11</u>	\$21.64
Effective 4/1/07 <u>4/1/12</u>	\$22.14

Checkers, Receivers, Supervising Dock men and Power Lift Operators

	Per Hour
Effective 4/1/03 <u>4/1/08</u>	\$20.34
Effective 4/1/04 <u>4/1/09</u>	\$20.74
Effective 4/1/05 <u>4/1/10</u>	\$21.14
Effective 4/1/06 <u>4/1/11</u>	\$21.59
Effective 4/1/07 <u>4/1/12</u>	\$22.09

Dock men and Helpers

	Per Hour
Effective 4/1/03 <u>4/1/08</u>	\$20.29
Effective 4/1/04 <u>4/1/09</u>	\$20.69
Effective 4/1/05 <u>4/1/10</u>	\$21.09
Effective 4/1/06 <u>4/1/11</u>	\$21.54
Effective 4/1/07 <u>4/1/12</u>	\$22.04

Riggers shall be \$0.25 above applicable rates. All employees members of Local 375 employed as power lift operators prior to January 1, 1956, shall continue to receive drivers' rates of pay.

APPENDIX B (Local Union No. 118)

Rochester day workers shall receive four cents (4¢) an hour less than rates indicated in Appendix A.

STARTING TIME

It is agreed by both parties that the starting time for drivers shall be between 7:00 a.m. and 8:30 a.m.

All time worked before 7:00 a.m. and after 6:00 p.m. by employees whose scheduled starting time is between 7:00 a.m. and 8:30 a.m. shall be paid for at the rate of time and one-half (1 1/2).

All checkers, drivers, yardmen, receivers, supervising dock men, power lift operators, dock men and helpers will receive four cents (.04) less per hour for the purposes of having a starting time between 7:00 a.m. and 8:30 a.m.

APPENDIX C (Local No. 294)

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Drivers, Yardmen, Checkers, Receivers, Supervising Dock men, Switchers, Hostlers and Power Lift Operators

	Per Hour
Effective 4/1/03 <u>4/1/08</u>	\$20.39
Effective 4/1/04 <u>4/1/09</u>	\$20.79
Effective 4/1/05 <u>4/1/10</u>	\$21.19
Effective 4/1/06 <u>4/1/11</u>	\$21.64
Effective 4/1/07 <u>4/1/12</u>	\$22.14

Helpers and Dock men

	Per Hour
Effective 4/1/03 <u>4/1/08</u>	\$20.29
Effective 4/1/04 <u>4/1/09</u>	\$20.69
Effective 4/1/05 <u>4/1/10</u>	\$21.09
Effective 4/1/06 <u>4/1/11</u>	\$21.54
Effective 4/1/07 <u>4/1/12</u>	\$22.04

Riggers shall be \$0.25 above applicable rates. Article 40, Section 1: The words “50 miles” shall read “75 miles”.

APPENDIX D

Effective April 1, 2003 2008, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

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 payable under this Agreement.

Section 2: Casual Employees - Hourly Paid

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

All dock casuals' wage rates:

Per Hour

Effective 4/1/03 <u>4/1/08</u>	\$15.25
Effective 4/1/04 <u>4/1/09</u>	\$15.50
Effective 4/1/05 <u>4/1/10</u>	\$15.75
Effective 4/1/06 <u>4/1/11</u>	\$16.00
Effective 4/1/07 <u>4/1/12</u>	\$16.00

APPENDIX E

On operations in the jurisdiction of Local Unions, 118A, 264A, 529 and 693, the 50 miles shall be extended to 100 miles, to the south only, and in the jurisdiction of Local 687 it shall be extended in the same manner, to the north only.

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