

**New Jersey-New York
General Trucking
Supplemental
Agreement
For the Period of
April 1, ~~2003~~2008
Through
March 31, ~~2008~~2013**

**NEW JERSEY – NEW YORK AREA
GENERAL TRUCKING
SUPPLEMENTAL
AGREEMENT**

Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, ~~2003~~ 2008 to March 31, ~~2008~~ 2013 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

PREAMBLE

The _____
(Company)

hereinafter referred to as the Employer and the New Jersey-New York Area Freight Council, and Local Union 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 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 AGREEMENT - NO CHANGE

ARTICLE 41 - NO CHANGE

ARTICLE 42 – STEWARDS - NO CHANGE

ARTICLE 43 – LEAVE OF ABSENCE - NO CHANGE

ARTICLE 44 - SENIORITY – NO CHANGE

ARTICLE 45 - JOINT GRIEVANCE COMMITTEES - NO CHANGE

ARTICLE 46 – GRIEVANCE PROCEDURE AND UNION LIABILITY

Section 1.

The Union and the Employer agree that there shall be no strike, lockout, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Union involved. All grievances must be made known to the other party within five (5) days, excluding Saturdays, Sundays, and holidays, after the reason for such grievance has occurred. The five (5) day requirement does not apply to grievances involving wages, seniority and fringe benefits after the Union has secured knowledge of the grievance. In the event that the Employer and the Union involved are unable to adjust the matter, the dispute shall, within two (2) days, excluding Saturdays, Sundays and holidays, after the request of either party, be reduced to writing and referred to the Joint Area Committee and the following procedures shall then apply:

(a) Where a dispute concerns a matter of discharge the Employer and the Union shall submit the matter to the NJ/NY Joint Area Committee, with the exception of Teamsters Local 560. Any discharge case concerning the Employer and Teamsters Local 560 shall be submitted to final and binding arbitration. **Any discharge case involving the Employer and Local 807 shall be submitted to final and binding arbitration to the “New York City Trucking Arbitration Authority.”**

If a discharge case is deadlocked at the New Jersey/New York Joint Area Committee, it shall be referred to final and binding arbitration as set below. In cases of voluntary or involuntary quit, such dispute(s) may be submitted to the Joint Area Committee for decision. In the event a case involving a voluntary or involuntary quit is deadlocked by the Joint Area Committee, such case must then be referred to arbitration as set forth below in this Article. Such arbitration shall be selected through the following procedures:

The New Jersey State Mediation Service in cases involving Locals 469, 478, 560, 617, 641 and 701.

In cases involving Locals 240, 282, 456, 868, 805 and 1205 the Arbitrator or Arbitration Association will be selected by mutual agreement of the Local Union and Employer.

~~In cases involving Local 807, with the exception of ABF Freight Systems, Inc., Consolidated Freightways, Inc., Roadway Express, Inc., and Yellow Freight Systems, Inc., the New York City Trucking Arbitration Authority shall be utilized.~~

In cases involving Locals 445, 707 and 814, either the American Arbitration Association or by mutual agreement a staff Arbitrator 166 of the New York State Board of Mediation or the New York State Board of Mediation. The choice of the arbitration agency shall be made by the Union; and the Employer agrees to abide by the choice made by the Union.

In cases involving Locals 202 and 806, the arbitrating authority is the New York State Board of Mediation.

Within fourteen (14) days of conclusions of the arbitrator's hearing, the arbitrator shall mail, by registered mail, to all parties involved, a copy of his decision or award. Failure of any party involved to comply with such decision or award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by Section 1 of this Article, notwithstanding any action taken to set aside, confirm, modify, or enforce such decision or award, until such time as the award is actually vacated, it being the intention of the parties that decisions and awards rendered pursuant to the procedures set forth in this Article be complied with immediately regardless of any legal proceedings. If, however, the Employer and Union agree that a dispute relative to discharge be submitted to the Joint Area Committee, the majority decision of that Committee will be final and binding on all parties. In the event such Joint Area Committee is deadlocked, the matter shall be submitted to final and binding arbitration by the Joint Area Committee as set forth above.

All time lost by the employees engaged in economic action because of an Employer's failure to abide by a decision made pursuant to this Article shall be reimbursed by the Employer, provided that if there is a dispute as to the amount of reimbursement, such dispute must be resubmitted to the Arbitrator or the appropriate Joint Committee.

Notwithstanding the provisions of Article 32, Section 2 of the National Master Freight Agreement, it is agreed that for the Unions and Employers covered by this New Jersey-New York Area General Trucking Supplemental Agreement all disputes involving Article 32, Section 1 of the National Master Freight Agreement shall be deemed arbitrable before the Eastern Region Joint Area Committee subject to such appeals as are otherwise provided for in this Supplemental Agreement.

(b) Where the Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the Eastern Region Joint Area Committee. Such decision shall be final and binding on both parties with no further appeal.

(c) Decision shall be issued on cases submitted to the Joint Area Committee within fourteen (14) days after such submission, unless otherwise mutually agreed. A pay award of the Joint Area

Committee, or a pay claim resolved between the Local Union and the Employer shall be paid no later than the second (2nd) regular pay day after the Employer has received notice of the decision and award from the Joint Area Committee, or agreed to such pay claim settlement in writing. Abuse of this provision may subject the Employer to penalty pay.

The term “regular pay day” means the next regular pay day for the week in which the Employer receives notice of the decision and award from the Committee.

(d) Where the Joint Area Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision, by majority vote, settles a dispute such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

(e) Joint Area Interpretation Committee

It is agreed that all matters pertaining to the interpretation of any provision of this Supplement, as defined in Article 45, shall be referred to the Joint Area Interpretation Committee by the Local Union or the Employer.

The Joint Area Interpretation Committee shall be made up of an equal number of Union representatives and Employer representatives who shall be members of the Negotiating Committee. Failure of the Joint Area Interpretation Committee to agree shall subject the matter to determination by the Eastern Region Joint Area Committee.

(f) Deadlocked cases may be submitted to umpire handling if a majority of the Eastern Region Joint Area Committee determines to submit such matters to an umpire for decision. Otherwise, either party shall be permitted all legal or economic recourse.

(g) Failure of any Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Articles 8 and 46.

(h) In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, or failure to comply with the majority decisions, no interpretation of the Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Where a strike is alleged to be in violation of this Agreement or any law including but not limited to violations of Sections 301 or 303 of the Labor Management Relations Act, all issues of liability and damages shall be resolved pursuant to the grievance procedure.

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

(j) The decisions of the Joint Area Committee, the Eastern Region Joint Area Committee and the arbitrators appointed in accordance with the procedures set forth herein shall be final and binding on all parties involved, and employee(s) affected. Such Committees or arbitrators shall not be empowered to add to or subtract from this Agreement or render any decision in conflict with the Agreement or which modifies this Agreement in any way. Such Committees or arbitrators may, in cases involving disciplinary action including discharge, sustain any discharge or suspension or disciplinary action or modify such discharge, suspension or disciplinary action as they may deem just and equitable.

Section 2. Interpretation of Grievance Procedures

Questions or disputes concerning the interpretation, application or enforcement of the grievance procedures provided in this Agreement shall themselves be deemed arbitrable before the Joint Area Committee subject to the appeals procedures set forth in this Article.

Section 3. Time for Taking Appeals

All appeals permitted to be taken in accordance with the procedures set forth in this Article must be taken within fourteen (14) days from the date of receipt of the decision or award.

Section 4.

It is agreed and understood that, in all cases of an unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members, while the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work. The Union shall be deemed to have undertaken all reasonable means to induce such employees to return to work within the meaning of this provision if, at the request of the Employer, the Union directs the employees to return to work and, at the request of the Employer, sends a confirming letter to the employees at the employees' addresses which must be furnished by the Employer in writing to the Union. The request of the Employer to the Union, as set forth above, may be telephonic but must be confirmed in writing either by telegram (with report of delivery) or by certified mail, return receipt requested, within twenty-four (24) hours of the commencement of the unauthorized strike or walk-out. There shall be no requirement that the Union threaten to, or impose fines or suspensions or other internal union disciplinary procedures against any such employees or take any other steps except those referred to hereinabove.

It is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge, of such participating employees. It is further understood and agreed that where such unauthorized work stoppage exceeds twenty-four (24) hours, the Employer shall have the right of reasonable discipline, including discharge.

Nothing herein shall be construed to limit the right of the Employer to immediately discharge an employee who calls an unauthorized strike or walk-out as provided for in Article 47, Section 2.

Any dispute as to the interpretation or application of this Section, shall itself be resolved pursuant to the grievance procedure.

ARTICLE 47 - DISCHARGE OR SUSPENSION – NO CHANGE

ARTICLE 48 – BONDS - NO CHANGE

ARTICLE 49 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check within twenty-four (24) hours to the employee at the address designated by the employee.

~~When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall pay in cash or make suitable arrangements to cash checks on pay day. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.~~

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified.

The term "regular pay day" means the next regular pay day for the week in which the pay shortage or overage is verified.

ARTICLE 50 – JOB DUTIES AND CLASSIFICATIONS - NO CHANGE

ARTICLE 51 – WAGES - NO CHANGE

ARTICLE 52 - WORKDAY AND WORKWEEK

Section 1. Regular Workday and Workweek

(a) Eight (8) consecutive hours, exclusive of a meal period as specified in Article 53 of this Agreement shall constitute a regular day's work, Monday to Friday, inclusive, except as otherwise specifically provided for in this Agreement.

(b) Employees assigned to work each day, Monday to Friday inclusive shall be guaranteed a minimum of eight (8) hours of work or pay, except as otherwise specifically provided for in this Agreement.

(c) Wherever used throughout this Agreement, a "day's pay" or "a regular day's pay" shall be understood to mean pay equivalent to eight (8) hours at the employee's regular straight time hourly rate, according to his wage classification, except as may otherwise be specifically provided in this Agreement

(d) Platform employees when requested by the Employer, are required to work past the regular quitting time at the overtime rates set forth herein. The Union shall have the right to file a grievance against Employers who consistently require platform employees to work excessive overtime.

(e) Workweek of Four (4) - Ten (10) Hour Days Monday through Friday

The Employer shall have the right to bid employees on a four (4) day bid job per week at not less than ten (10) hours per day provided:

(1) Lunch hour for employees on a four (4) day bid job shall be the same as the 7 and 8 a.m. starting time as shown in Article 53, Section 2.

(2) The bid shall consist of a minimum of five (5) employees, unless the Employer and the Local Union mutually agree to a lesser number of employees per bid;

(3) Unless otherwise mutually agreed between the Employer and the Local Union, the first two (2) bid employees shall work four(4) consecutive days within the workweek while the next three (3) bid employees may be required to work four (4) nonconsecutive days within the workweek, with not more than one (1) day off between scheduled workdays. If more than five (5) employees are needed on the bid then the same system shall be used, i.e. the sixth (6th) and seventh (7th) employees shall work consecutive days in the workweek while the next three (3) may be required to work nonconsecutive days within the workweek, etc;

(4) Employees working under the provisions of this subsection (e) shall be paid ten (10) hours for the holidays described in Article 57, Section 1, at the applicable straight time hourly rate. Notwithstanding the provisions of Article 57, Section 2, any employee covered by this subsection (e) who is not ordered to work on the holiday, shall receive holiday pay provided he worked the scheduled work day before and the scheduled work day following the holiday.

(5) Overtime shall be paid at time and one-half (1 1/2) for all work performed in excess of ten (10) hours per day. Pay for lunch shall be as provided for in Article 52, Section 1(e)(1) above;

(6) When the holiday falls on a regular scheduled workday, the employee shall retain his regular seniority position and shall be paid in accordance with Article 52, Section 2(b) in addition to holiday pay of ten (10) hours. The Employer shall have no obligation to work an employee when the holiday falls on a non-scheduled workday or when an employee fails to report for work on a scheduled workday in a non-holiday week;

(7) The provisions contained in this Supplement with respect to sick days, jury duty and bereavement leave shall apply to all employees working under the provisions of this subsection (e), but said employees shall receive ten (10) hours straight time pay for any such days with a maximum of forty (40) hours per week and no more than eighty (80) hours total maximum for jury duty;

(8) Health, Welfare and Pension contributions for work performed under this subsection (e) shall be for all straight time hours paid subject to a maximum of forty (40) hours per week, except as otherwise provided for in Schedule B;

(9) All bid jobs under this subsection (e) shall be guaranteed and may not be abolished or reduced unless seven (7) calendar days' notice is posted to such effect prior to the effective date of such abolishment or reduction;

(10) Starting times may be bid at 6, 7, 8 or 9 a.m. or 12 noon.

Additional starting times may be bid by mutual agreement between the Employer and the Local Union.

(11) The Employer may replace bid employees working under this subsection (e) when they are absent for a full workweek. Such replacement employees shall be worked and paid for under the same provisions as said bid employees. Replacement employees hired on a daily basis shall be paid on an eight (8) hour daily rate;

(12) An employee shall receive one (1) day of vacation eligibility (Article 56, Section 2) and/or one (1) day of vacation entitlement (Article 56, Section 3) for each ten (10) hour day worked under this subsection (e), except that an employee who receives wages for a full four (4) day, ten (10) hour workweek shall receive five (5) days credit for such vacation eligibility and entitlement. An employee shall receive 1.25 days vacation credit for each ten (10) hour day worked and other entitlements.

Section 2. Overtime and Sunday and Holiday Pay

(a) Overtime - Monday to Friday and Saturdays.

(1) All hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, shall be paid for at the rate of time and one-half (1 1/2), except as provided for in subsection (e) of Section 1 above.

(2) Employees who begin work on Saturday shall be paid at the rate of time and one-half the straight time hourly rate until relieved from duty, with a minimum of five (5) hours, twenty (20) minutes work or pay. In operations where employees receive a greater guarantee, Article 6, Maintenance of Standards, shall apply.

b) Sunday and Holiday Pay

(1) All hours worked on Sunday shall be paid for at the rate of double straight time, with a minimum guarantee of eight (8) hours' work or pay. All hours worked in excess of eight (8) hours on a Sunday shall be paid for at the rate of three times the straight time hourly rate.

(2) All hours worked on any of the holidays listed in Article 57 of this Agreement (except such holidays as fall on Saturday) shall be paid for at the rate of time and one-half times the straight time hourly rate, plus holiday pay, with a minimum guarantee of eight (8) hours work or pay, except as otherwise provided in subsection (e) of Section 1 above. All hours worked in excess of eight (8) on 182 any such holiday shall be paid at the rate of three times the straight time hourly rate, except as otherwise provided in subsection (e) of Section 1 above. Senior employees may refuse to work on a holiday; however, all jobs must be covered by junior men on the seniority list.

(3) Employees who are assigned to work on an evening prior to a holiday, and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of that day, and the regular overtime rate shall be paid thereafter until the regular starting time of the next day, at which time the holiday overtime hourly rate shall apply until he completes his work.

(4) Employees assigned to work on a Sunday evening, or the evening of a holiday (except where the holiday falls on Saturday in which case paragraph (5) shall apply) and whose work ends on the following day, shall be paid at the Sunday or holiday rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours, they shall be paid at the overtime rate applicable for that day. Maintenance of Standards shall apply.

(5) All hours worked on Saturday that is a holiday shall be paid at the rate of time and one-half straight time, plus the holiday pay, with a minimum guarantee of five (5) hours and twenty (20) minutes work or pay. Hours worked in excess of eight (8) on such holiday Saturday shall be paid for at the rate of three (3) times the straight time hourly rate.

Section 3. Starting Time

(a) A regular day's work may be assigned at 6, 7, 8, or 9 a.m. and/or 12 noon starting time to be computed from the time of the employee's arrival at the Employer's terminal until leaving same, (premium days included). Notwithstanding anything contained in this Section, presently existing different starting times may be continued by the Employer

(b) Except as provided in subsection (c) below, if an employee is required to report for work before 6 a.m., he shall be paid for such period at the overtime rate applicable for that day. Where an employee is required to report for work at 9 a.m., or any time thereafter, the starting time shall be as set forth in Section 2 of Article 51 or subsection (c) below, whichever is applicable.

(c) The Employer may bid regular jobs with a 9 a.m. and/or 12 noon starting time. The Employer may not require a regular seniority employee who was not put to work at 8 a.m., to remain for available work at 9 a.m., unless his starting time for the day is from 8 a.m. (provided the employee did not report late). Non-seniority employees may be started and paid from 9 a.m. The Employer shall have the right to designate the available work for the 9 a.m. starting time.

(d) A non-bid seniority employee who starts at 6:00 a.m. on any day after Monday shall finish the week on a 6:00 a.m. start.

(e) Notice of reduction and/or abolishment of the 6 a.m., 9 a.m. or 12 noon starts shall be posted no later than forty-eight (48) hours before the effective date of such abolishment and/or reduction, exclusive of Sunday, Saturday or a holiday.

(f) In the absence of seniority selection of posted bids, the Employer shall have the right to assign qualified employees to the posted bid in the reverse order of seniority. Bid men who are unable to report for their respective starting time must give the Employer sufficient notice under the circumstances so as to allow the Employer a reasonable time to obtain a replacement.

(g) Except as otherwise provided in this Agreement, any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union, except as provided in this Agreement. In the event the Union and the Employer are unable to agree on the change of starting time(s), the issue may be submitted to the grievance procedure.

(h) LATE REPORT:

Employees late for assignments shall be placed at the bottom of the seniority list for that day. This applies only to employees on the 8:00 a.m. shape, not to employees on bid starts.

Section 4.

Each employee shall "punch in" his own time card at the start of the day, and "punch out" his own time card at the completion of the day's work.

In the event that any employee is ordered to report at, or leave his vehicle at, a different place than his usual starting point, such employee shall be paid transportation expenses. Each employee shall begin and end his workday at his Employer's place of business to which he is regularly assigned or shall be paid for the time it takes to travel to and/or from such location.

Section 5. Relief from Duties

Once a man has completed a day's work or a night's work, he shall be relieved from duty for a period of at least ~~eight (8) hours~~ **the statutory time off as per Federal regulations**, before he may be given a new assignment except in the case of an Act of God, or in the case of Locals 282 and 807 where the Employer is unable to secure a replacement and the Union is unable to supply a replacement. His right to work the next day or night, however, shall in no way be impaired. He must be put to work and, regardless of whatever time it is he starts after his minimum ~~eight (8) hours~~ **statutory time off as per Federal regulations** of relief except as stated above. However, his time shall be computed from 8:00 a.m., if he works on a day shift and from the time he normally works if he works on the night shift.

~~Maintenance of Standards shall apply to Local 868.~~

Section 6 – Emergency Conditions:

When it becomes necessary to cancel bids due to a lack of work caused by an Act of God (weather conditions), or a Federal or State declared emergency in the jurisdiction of the Local Union and/or in areas other than the NJ-NY Supplemental Area that affect the NJ-NY Supplemental Area, the following guidelines shall be adhered to:

1. The period of cancellation shall be between midnight and midnight of the affected day and can be extended. If extended, the Act of God shall be continued through midnight of the next day.
2. All work opportunities shall be afforded in seniority order during the Act of God period.
3. Those employees who have accepted a work opportunity during an Act of God must have a minimum of ~~eight (8) hours off~~ **the statutory time as per Federal regulations** off in order to be eligible to work his/her regularly scheduled bid the next day if the Act of God has been terminated.
4. Notification to the affected employee shall be a minimum of two (2) hours.
5. Notification to affected employees will be made by telephone call.
6. The Local Union will be notified by facsimile transmission.
7. When an Act of God has been declared on a scheduled work day before and/or the scheduled work day after a designated holiday, that day or days shall be considered as having met the qualifications for holiday pay. In addition, it is understood that a day of absence caused by an Act of God shall be counted as a day of eligibility towards vacation entitlement.

Any dispute arising from the above shall be subject to the grievance procedure.

ARTICLE 53 MEAL PERIOD - NO CHANGE

ARTICLE 54 - LEASED OR HIRED EQUIPMENT (OWNER-OPERATORS - NO CHANGE

ARTICLE 55 – TRAVEL TIME AND EXPENSES - NO CHANGE

ARTICLE 56 – VACATIONS

Section 1. Qualifying Period

The qualifying period for the ~~2004~~ 2009 vacation shall be April 1, ~~2003~~ 2008 to March 31, ~~2004~~ 2009. The qualifying period for the ~~2005~~ 2010 vacation shall be April 1, ~~2004~~ 2009 to March 31, ~~2005~~ 2010. The qualifying vacation period for the ~~2006~~ 2011 vacation shall be April 1, ~~2005~~ 2010 to March 31, ~~2006~~ 2011. The qualifying vacation period for the ~~2007~~ 2012 vacation shall be April 1, ~~2006~~ 2011 to March 31, ~~2007~~ 2012. The qualifying vacation period for the ~~2008~~ 2013 vacation shall be April 1, ~~2007~~ 2012 to March 31, ~~2008~~ 2013.

Section 2. Time Credited

In determining vacation entitlements, all calendar days paid for, including but not limited to paid holidays, and paid vacation days, as set forth below shall be counted as days worked, as well as all days lost by an employee while receiving benefits under Workmen's Compensation, if he otherwise would have had work opportunity with his Employer. In no case, however, shall an employee be entitled to vacation unless he works at least thirty (30) days in the qualifying period, including paid used sick days. If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full week's work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third anniversary by September 30 - up to and including five days;

Employees who have celebrated their tenth anniversary by September 30 - up to and including ten days;

Employees who have celebrated their fifteenth anniversary by September 30 - up to and including twenty days;

Employees who have celebrated their twentieth anniversary by September 30 - up to and including twenty-five days.

Employees who have celebrated their thirtieth anniversary by September 30 - up to and including thirty days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

Section 3.

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees hired on or after April 1, 1982, shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum: First two (2) years of employment, up to a maximum of ten (10) days' vacation for each year. Three (3) years of employment and after, the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30 of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employee (with less than three (3) years' seniority).

All employees with fifteen (15) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

All employees with twenty (20) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

Effective April 1, 2004 all employees with thirty (30) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

~~Any employee who earns more than 10 days vacation in a contract year may elect to take vacation time in one day increments, not to exceed more than 5 days in a vacation period, in accordance with the guidelines in Article 57, Section 1.~~

Any employee who earns 10 days vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 5 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1.

Where there is a greater vacation schedule in effect at present than set forth above in this Section, such schedule shall continue.

An additional hour's pay shall be given to each employee for each credited day of vacation earned, up to a maximum:

Effective April 1, ~~2003-2008~~, April 1, ~~2004-2009~~, April 1, ~~2005-2010~~, April 1, ~~2006-2011~~ and April 1, ~~2007-2012~~

one year –	five hours
two years –	ten hours
ten years –	fifteen hours
fifteen years –	twenty hours
twenty years –	twenty-five hours
thirty years –	thirty hours

The anniversary date determining the years of service shall be September 30.

Section 4. Vacation Pay

(a) The pay of all employees shall be computed on the basis of wage classification in which the employee was paid for the majority of days during the qualifying period. All wage differentials shall be included in computing vacation pay.

(b) Vacation pay shall be paid in advance at the effective rate of pay prevailing when vacation is taken.

(c) If any of the holidays named in Article 57 of this Agreement occur during an employee's vacation period, he shall have the choice of an extra day's vacation with pay, or an additional day's pay in lieu of the holiday.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

(e) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

Section 5. Vacation Period

(a) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken before or after the regular vacation period by mutual agreement between the Employer and the employee.

(b) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employer's business. Preference as to vacation period shall be given to the senior men.

(c) All vacations earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

Section 6. Posting of Schedule

The Employer shall post the vacation schedule no later than April 1st of each year.

ARTICLE 57 – HOLIDAYS - NO CHANGE

ARTICLE 58 – HEALTH, WELFARE & PENSION

Section 1.

(a) The Health, Welfare and Pension contributions shall be increased as follows:

Effective 8/1/03-~~2008~~ \$24.00 per week (\$.60 per hour) \$40.00 per week (\$1.00 per hour)
Effective 8/1/04-~~2009~~ \$24.00 per week (\$.60 per hour) \$40.00 per week (\$1.00 per hour)
Effective 8/1/05-~~2010~~ \$24.00 per week (\$.60 per hour) \$40.00 per week (\$1.00 per hour)
Effective 8/1/06-~~2011~~ \$24.00 per week (\$.60 per hour) \$40.00 per week (\$1.00 per hour)
Effective 8/1/07-~~2012~~ \$28.00 per week (\$.70 per hour) \$40.00 per week (\$1.00 per hour)

(b) The Employer hereby agrees to contribute to the appropriate health, welfare and pension funds for those Local Unions in the Jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73, the following amount per hour in accordance with the provisions outlined in Schedule "B" attached to this Agreement and by reference made a part thereto:

Effective 8/1/03- 2008	\$10.205 <u>\$13.705</u>
Effective 8/1/04- 2009	\$10.805 <u>\$14.705</u>
Effective 8/1/05- 2010	\$11.405 <u>\$15.705</u>
Effective 8/1/06- 2011	\$12.005 <u>\$16.707</u>
Effective 8/1/07- 2012	\$12.705 <u>\$17.705</u>

In the jurisdiction of Local Unions 478 and 701, the Employer hereby agrees to increase the contributions to the appropriate Local Union health, welfare and pension funds in the following amount per hour in accordance with the provisions outlined in Schedule “B” and by reference made a part thereto:

Effective 8/1/07- 2008	60¢ per hour <u>\$1.00 per hour</u>
Effective 8/1/06- 2009	60¢ per hour <u>\$1.00 per hour</u>
Effective 8/1/05- 2010	60¢ per hour <u>\$1.00 per hour</u>
Effective 8/1/04- 2011	60¢ per hour <u>\$1.00 per hour</u>
Effective 8/1/03- 2012	70¢ per hour <u>\$1.00 per hour</u>

Effective August 1, 2003-~~2008~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2004-~~2009~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2005-~~2010~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2006-~~2011~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2007-~~2012~~, the Supplemental Negotiating Committees shall allocate ~~\$28.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund, subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.

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

Section 2.

In the event of a delinquency in payment the Employer agrees to abide by all rules and regulations established by the Trustees of such funds, including but not limited to those requiring the payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquencies, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquencies.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the health and welfare or pension fund or funds created under this contract, or in the filing of the periodic reporting forms with the fund(s), in accordance with the rules and regulations of the Trustees of such funds, or the provisions of this Agreement, the employees or their representatives, after the proper official of the Local Union shall have given seventy- two (72) hours' notice to the Employer except where no notice is required in accordance with past practice of such delinquency in health and welfare and pension payments, shall have the right to take such action as they deem necessary, including the right to strike, until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. The present practice in regard to payment of health, welfare and pension from surplus funds for sickness and injury shall be maintained at no less than the present minimum.

Section 3.

Contributions by the Employers into health, welfare, and pension funds for casuals and extra employees shall be continued in accordance with past practice

Section 4.

There shall be no deductions from equipment rental of owner-operators by virtue of the contribution made to the health and welfare fund and pension fund regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-operator's compensation.

Section 5.

The Employer hereby agrees to permit an authorized representative of the respective Local Union's Fund(s) to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s) then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute.

Section 6.

All contributing Employers must use the reporting forms promulgated by the Trustees of each fund and comply with the instructions of the Trustees in filling out such forms. Such forms must be filed with the fund(s) on a periodic basis required for that Employer by the Trustees, namely monthly, unless a greater reporting period is permitted for the Employer by the Trustees.

Such periodic reporting forms must be filed by the Employer with the fund(s) regardless of whether any contributions are due and owing the fund(s) in the reporting period. In the event that no contributions are due and owing in the reporting period, the Employer shall so state on the form and the reason therefore. An additional copy of the report on forms furnished by the Fund shall be posted by the Employer at the domicile of the employees affected.

Section 7.

The Employer agrees to be bound by the provisions of the Trust Indentures, and Rules and Regulations of the Pension and Welfare Trust Funds to whom contributions are required to be made herein, including such Amendments to same as may be from time to time.

Section 8.

It is agreed by every Employer, every Local Union, and by each and every employee, his or her spouse, beneficiary or dependent, and to be deemed as understood, that only the Boards of Trustees, acting as Boards of Trustees, of the Pension and Welfare Trust Funds providing benefits to the employees hereunder, have any authority to determine matters involving coverage, eligibility, vesting, amounts and types of Pension and Welfare benefits for the employees hereunder, and to make any form of representations or commitments as to such past, present and future coverage, eligibility, vesting, amount, and type of benefits for any employee or group of employees. No representation or commitment not in writing signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officers, agent, representative or employee of any Union or of any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any oral or written representations, or give any form of commitment, which may be relied upon by any employee, his or her spouse, beneficiary or dependent.

It is further agreed upon and understood that no single Trustee or employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments can only be made by the Boards of Trustees acting as Boards of Trustees.

Section 9.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall

have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 10.

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health & Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

ARTICLE 59 – POSTING OF BONDS - *NO CHANGE*

ARTICLE 60 – LOSS OR DAMAGE - *NO CHANGE*

ARTICLE 61 – EXAMINATION & IDENTIFICATION FEES - *NO CHANGE*

ARTICLE 62 – EQUIPMENT - *NO CHANGE*

ARTICLE 63 – ACCIDENTS, SAFETY VIOLATIONS, ETC. - *NO CHANGE*

ARTICLE 64 – SANITARY CONDITIONS - *NO CHANGE*

ARTICLE 65 – INSPECTION OF PAYROLL RECORDS - *NO CHANGE*

ARTICLE 66 – ROAD OR LONG LINE OPERATIONS - *NO CHANGE*

ARTICLE 67 – COMPANY RULES - *NO CHANGE*

ARTICLE 68 – SUBCONTRACTING - *NO CHANGE*

ARTICLE 69 – BREAKBULK OPERATIONS

Section 1. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all road drivers, switchers, platform men, motor lift truck operators, mechanics, garage employees and such other employees as may be presently or hereafter represented by the Union, engaged in the General Trucking Industry and such work as may be incidental thereto, within the jurisdiction of the Local Union signatory to this Agreement.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to any road driver. The term employee also includes but is not limited to, all employees used in dock work, switching, checking, stacking, loading, unloading, handling, shipping, receiving, assembling and garage work and such other employees as may be presently or hereafter represented by the Union.

(c) This Agreement shall govern all wages, hours and other conditions herein set forth. Conditions not specifically covered herein shall be covered by the applicable methods of dispatch. All work covered by this Agreement shall be performed only by employees covered by this Agreement except as otherwise provided herein.

(d) A breakbulk terminal is defined as a twenty-four (24) hour operation, seven (7) days a week, that breaks and reships freight with the exceptions as outlined in Article 69, Section 3(b).

Section 2. Casual and Probationary Employees

(1) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

(2) A casual employee will be placed in probation after completing one-hundred (100) work days. The probationary employee, after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.

(3) The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. The involved employee must sign this form.

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

(a) The employee's name, address and Social Security Number;

(b) The dates worked.

Any dispute to the above Article shall be referred directly to the New Jersey – New York Supplemental Negotiating Committee.

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have the preference at bidding time to choose their shifts.

Section 3.

(a) Employers who operate a 7-day operation shall be governed by this Section and shall establish a scheduled workweek consisting of any five (5) consecutive 8-hour days or four (4) consecutive 10- hour days out of any 7-day period for seventy-five percent (75%) of the regular work force.

The Union and Employer may agree as to the establishment of the amount of bids involving eight (8) hours and ten (10) hours. Failure of the Local Union and Employer to agree shall be subject to the Grievance Procedure.

(b) Employers who desire to operate less than a seven (7) day operation shall negotiate such operation with the Local Union involved. The provisions of Article 69, Section 12, will apply. All such agreements must be approved by the Joint Area Breakbulk Negotiating Committee. Failure of the Breakbulk Negotiating Committee to approve, the issue will be referred to the New Jersey-New York Supplemental Negotiating Committee. Failure on their part to approve, there will be no other grievance procedure, including arbitration.

Section 4.

(a) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular employees on the active seniority list to be established on a weekly basis commencing with the start of the workweek. Determination of the number to which the guarantee shall apply is based on the cumulative number beginning work at the start of each of the flexible workweeks. When an employee absents himself for any reason, it shall break the guarantee.

(b) The Employer shall establish three (3) regular starting times for bid purposes. Those starting times shall be 7:00 a.m., 3:00 p.m. and 11:00 p.m.

In addition to the above, there may be an additional three (3) starting times utilized by the Employer; however, he must designate them at the time of the semi-annual bids.

Section 5.

(a) The Employer shall post for bid, on regular starting times, a minimum of seventy-five percent (75%) of the regular positions. Such number to be determined each six (6) months. The bids mentioned herein shall be posted every twelve (12) months, except as mutually agreed to in writing. Regular positions that are vacated temporarily or permanently shall be filled as required

through assignment from non-bid personnel until the next bid period unless the parties mutually agree to fill such positions, in writing, by a different procedure.

(b) Bids may not be changed under this Agreement unless seven (7) calendar days' notice is given prior to the effective date of such change.

Section 6.

Time and one-half (1 1/2) shall be paid for hours worked in excess of forty (40) hours in the workweek or in excess of eight (8) hours for eight-hour employee in any day. Time and one-half (1 1/2) shall be paid for hours worked in excess of forty (40) hours in the workweek or in excess of ten (10) hours for the 10-hour bid employee in any day. Time and one-half (1 1/2) shall be paid where the 8-hour employee works six (6) consecutive days in the workweek, and double time shall be paid where the 8-hour employee works the seventh (7th) consecutive day in the workweek. Time and one half (1 1/2) shall be paid where the 10-hour employee works five consecutive days in the workweek and double time shall be paid when he works six (6) consecutive days in the workweek. Payment of such overtime rate shall not be duplicated for the same hours worked. Any employee required to replace a 10-hour bid employee may be required to work 10 hours. In the event such employee is worked beyond eight (8) hours he will be guaranteed a minimum of ten (10) hours for the day; all hours in excess of eight (8) hours are at the overtime rate.

Holiday falling outside of the employee's bid workweek will be paid at eight (8) hours. The qualification for said holiday will be as set forth in Article 52, Section 1(e)(4) of the Supplement.

Any dock or jockey employees required to work past the normal quitting time shall be notified two (2) hours prior to the end of their scheduled work shift.

Section 7.

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

Section 8.

When a regular bid employee misses a scheduled workday due to a bona fide personal emergency, that day may be made up by that employee if work is available within the employee's scheduled 6- day workweek before the Company calls non seniority men for that day. The employee desiring to make up that day missed must notify the Company at least twelve (12) hours prior to the start of the work shift.

Section 9.

To be eligible for call-out, an employee will not be available for call for a starting time beginning less than eight (8) hours after the termination of his previous shift (call-out time may be changed through written mutual agreement of the parties).

Section 10.

(a) When it becomes necessary for a temporary layoff due to lack of work caused by an Act of God (weather conditions) or conditions beyond the control of the Employer in areas other than New Jersey-New York Supplemental Area, and in the immediate breakbulk terminal area, temporary layoffs of up to two (2) days must be made by shift with the least senior employee on that shift laid off first. Recall will be made in reverse order.

(b) For reasons other than an Act of God, such as a drastic reduction in the flow of freight from other areas other than the New Jersey-New York Supplemental Area and in the immediate breakbulk terminal area, temporary layoffs of up to two (2) days must be made by shift with the least senior employee on that shift laid off first. Recall will be made in reverse order. Any disputes arising from Sections (a) or (b) shall be subject to the grievance procedure at which time the Company shall be required to substantiate the reason for temporary layoff.

Section 11.

When an Employer has satisfied the weekly guarantee, such Employer shall not be obligated to an employee in regard to pay for any overtime or premium pay work.

Section 12.

Where a company sets up a separate and distinct breakbulk operation the following conditions shall apply:

When a company sets up a separate and distinct breakbulk operation and wishes to merge their present city pickup and delivery operation into the breakbulk operation both parties (Local Union and the involved Company) must mutually agree. Failing mutual agreement the dispute shall be submitted to the appropriate grievance committee.

ROAD OPERATION

Section 13.

All road drivers covered by this Agreement shall be paid for all time spent in the services of the Employer. Rates of pay provided for by this Agreement shall be minimums. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations which occur through no fault of the road driver shall be paid for. Such payment for road drivers' time when not driving shall be the hourly rate.

Section 14.

(a) Road drivers called to work shall be allowed sufficient time, without pay, to get to the garage or terminal. If put to work, the road driver shall be allowed sufficient time, without pay, to get to the garage or terminal. If put to work, the road driver shall be guaranteed eight (8) hours' pay at the current hourly rate. Where mileage exceeds the eight-hour guarantee, it shall be paid for at the current mileage rates. If not put to work, road drivers shall be guaranteed eight (8) hours at the rate specified in this Agreement.

(b) Compensable layover time shall not be included in the minimum guarantee.

(c) When the applicable mileage rate is less than the minimum eight (8) hours' guaranteed pay, the Employer may assign any additional work available in order to make up the difference between the applicable mileage rate and the eight (8) hour guarantee. If the employee for any reason is unable to accept additional assignment, he then forfeits the eight (8) hour guarantee and shall be paid only the applicable mileage rate. Road drivers assigned additional make-up work shall not be used to replace regular employees. It is further understood that road drivers will not be required to perform work in the yard, on the dock or in the city as a part of the make-up work.

Section 15.

(a) On breakdown or impassable highways, road drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, or time spent with the equipment until he is relieved. All time spent with the equipment on breakdown or impassable highways will be paid for in addition.

When a lay employee is involved in a breakdown, impassable highway or verifiable driving condition, he will be paid as follows- All miles and time spent at the scene, when put to bed and cleared to leave he will be paid actual time in bed or off duty not to exceed eight (8) hours in a twenty-four (24) hour period. Plus, all miles and work performed to his original destination and relieved of duty upon his arrival there and may not be extended.

All other roadmen will be paid as follows, if they are involved in a breakdown or impassable highway, or verifiable driving condition – all miles to and time spent at the scene. They will not qualify for the 8 in 24 as referred to above. Upon being released from the scene they will be guaranteed an eight (8) hour minimum and may be extended beyond their destination to fulfill the minimum. Should the driver elect upon reaching his home domicile that he does not want to extend to fulfill his minimum, he will only be paid for miles and work performed from the scene of the breakdown or impassable highway. It is further understood that this employee may not be extended into another layover situation. In either situation as described above, if the driver is relieved from the scene and put to bed, he will be furnished clean, comfortable, sanitary lodging plus meals.

Section 16.

In all cases where a road driver is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the road driver shall likewise receive the full rate of pay as specified in this Agreement plus the cost of transportation.

In all cases where an employee is instructed to ride on company or leased equipment, such equipment must have a passenger seat installed in good working order.

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

Section 17.

The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one pickup of a solid load at point of origin and one delivery of a solid load at destination shall be allowed. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage agreement which prohibits such pickup and delivery.

It is further agreed that all pickup and/or delivery limitations in this Agreement shall not prohibit a road driver from making pickups and/or deliveries at points enroute and intermediate terminals.

Section 18.

The paid-for miles shall be miles driven by the driver over the routes designated by the Employer. Should the routes designated by the Employer be changed, new mileage will be determined by the parties. Schedule of routes and mileage to be filed with the Union. The Union shall be notified immediately of any change in operation. In cases of dispute or where official mileage is not given, route shall be logged by both parties and mileage shall be logged from terminal to terminal.

Section 19.

There shall be an agreed-upon method of dispatch negotiated between each Local Union and each Employer, and it shall include a provision for layovers and lodgings to be maintained at present day standards. Failure to reach an agreement regarding either the method of dispatch or the layovers and lodging provision, shall be subject to the grievance machinery.

When a driver is required to layover away from his/her home terminal the Employer is solely responsible and will bear the cost to transport the driver from the employer's terminal to the hotel/motel and back.

Drivers shall be paid all time waiting for transportation to the motel less thirty (30) minutes. However, upon arrival at the motel if there are no rooms available, drivers shall be paid all delay time until they are provided with a room.

Lodging Subcommittee

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New Jersey/New York 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 grievances filed pertaining to all hotels, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual by mutual agreement of the subcommittee members.

Memorandum of Agreement on Lodging

It is understood and agreed the Lodging language contained in Article 75 (b) of the New Jersey New York Over the Road Supplemental Agreement shall be applicable to Article 69, section 19 of the New Jersey New York General Trucking Supplemental Agreement.

Section 20.

Job bidding shall be done in accordance with seniority. Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have the preference at bidding time to choose their bids that are available.

Section 21.

When a road driver is run around, that driver shall receive all time from the time he was called, up to a maximum of eight (8) hours pay or the trip that he was run around, whichever is the greater.

Section 22. Holiday and Vacation Pay for Road Drivers

(a) Road Employees Holiday

Road drivers who are dispatched on a holiday shall be paid trips at the prevailing rates plus twelve (12) hours pay at the prevailing hourly rate for the holiday only. Road drivers working into or out of any holiday shall be entitled to the holiday pay as described in the National interpretation.

(b) Road Employees Vacation

In order to be eligible for a road vacation a regular seniority employee must have been a road driver for the entire contract year prior to the vacation period. If the regular seniority employee worked any time as an hourly employee during the contract year, then he will be paid an hourly vacation as outlined in Article 56.

A non-seniority (casual) road driver will earn and be paid vacation as outlined in Article 56

Any employee who earns 10 days vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1. Road drivers on lay down bids shall be required to take vacation in two (2) day increments where applicable.

(1) Qualifying Period

The qualifying period for the ~~2004~~ **2009** vacation shall be April 1, ~~2003~~ **2008** to March 31, ~~2004~~ **2009**. The qualifying period for the ~~2005~~ **2010** vacation shall be April 1, ~~2004~~ **2009** to March 31, ~~2005~~ **2010**. The qualifying vacation period for the ~~2006~~ **2011** vacation shall be April 1, ~~2005~~ **2010** to March 31, ~~2006~~ **2011**. The qualifying vacation period for the ~~2007~~ **2012** vacation shall be April 1, ~~2006~~ **2011** to March 31, ~~2007~~ **2012**. The qualifying vacation period for the ~~2008~~ **2013** vacation shall be April 1, ~~2007~~ **2012** to March 31, ~~2008~~ **2013**.

(2) Time Credited

In determining vacation entitlements, all road tours paid for, including but not limited to paid holidays, and paid vacation days, paid sick days, paid funeral days, and paid jury duty days shall be counted as days worked.

An employee receiving benefits under Workman's Compensation will be credited for lost days if he otherwise would have had work opportunity with his Employer for the vacation qualifying period in which the injury occurred.

In no case, however, shall an employee be entitled to vacation unless he actually works at least thirty (30) road tours in the qualifying period. Once he has worked thirty (30) days then paid sick, paid vacation, paid holiday, paid funeral leave and paid jury duty days are used for eligibility.

If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full week's work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third (3rd) anniversary by September 30th – up to and including five (5) days. Employees who have celebrated their tenth (10th) anniversary by September 30th – up to and including ten (10) days. Employees who have celebrated their fifteenth (15th) anniversary by September 30th – up to and including twenty (20) days.

Employees who have celebrated their twentieth (20th) anniversary by September 30 – up to and including twenty-five (25) days. Employees who have celebrated their thirtieth (30th) anniversary by September 30th – up to and including thirty (30) days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

(3) Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall earn an hourly vacation on the above schedule up to a maximum of ten (10) days vacation.

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5 days) vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 10 days). Effective April 1, 2004, employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 15 days).

Time lost due to leave of absence or suspensions is not included for eligibility.

By using September 30th as the determining date in the current year for eligibility this means that employees hired in October, November and December will not be due the additional contractual benefits until the following year. (Employee hired 6/30/63 will be due 2 weeks additional vacation due 20 year employees for his 1983 vacation. Employee hired 11/30/63 will not be due the 2 weeks until his 1984 vacation).

(4) Vacation Pay

~~(a) Vacations are paid on the basis of 1/52 of gross earnings for the previous contract year (vacation qualifying period).~~

(a) Vacations shall be paid on the basis of one-fifty-second (1/52) of gross earnings for the previous contract year (vacation qualifying period) but not less than forty (40) hours at the regular rate of pay

(b) Employees that earn less than full weeks of vacation will be paid a daily rate based on 1/5 of 1/52 of gross earnings for each day. Example = Employee works 90 days = 3 days vacation = Paid 3/5 of 1/52 earnings for 3 days vacation time off.

(c) If, during the contract eligibility period, the employee is off work due to a valid on-the-job injury for a period of one (1) week, layoff for a period of one (1) week or a personal illness supported by verifiable medical evidence for a period of two (2) weeks, the 52 weeks is reduced by the number of work-comp, lay-off or verified personal illness weeks. Any period of on-the-job injury or layoff of less than one (1) week (7 consecutive days) or verified personal illness less than two weeks (14 consecutive days) is not used to make up the one (1) or two (2) week period.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate in accordance with State/Federal regulations.

(e) Payment for vacation will be on an as taken basis. Each employee is to receive payment only for the number of weeks for which he/she is scheduled to be off work at that time.

(5) Vacation Period

(a) If any of the holidays named in Article 54 of this Agreement occur during an employees vacation period, he shall have the choice of taking an extra day with holiday pay, or being paid the holiday pay for the day in lieu of time off.

(b) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

(c) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken before or after the regular vacation period by mutual agreement between the Employer and the Employee.

(d) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employers business. Preference as to vacation period shall be given to the senior men.

(e) All vacation earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

(f) Time off for the current year cannot be taken prior to April 1st and cannot be held past the following March 31st.

(6) Posting of Schedule

The Employer shall post the vacation schedule no later than April 1st of each year.

(7) Terminations

Employees that resign or retire are due any unused vacation earned on the previous April 1st and any accrued vacation for the current year based on number of tours worked from April 1st to the time of resignation or retirement.

Discharged employees are subject to the provisions of the National Master Freight Agreement Article 23.

Section 23. Paid-For Services

(a) Dropping and Picking Up Trailers – Fuel Time

(1) There shall be an agreed-upon allowance of one-half (1/2) hour fee for the drop and hook of the trailer when performed by the driver.

(2) Drivers shall be paid a maximum of one-half (1/2) hour at the prevailing rate for fueling.

(b) Delay Time

(1) Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each dispatch to be negotiated by the parties.

(2) Road drivers are to be paid for actual time spent at each terminal via stop.

(c) When a road driver is dispatched on a double turn and after the completion of the first half and there is no load available, that road driver shall receive no less than the minimum guarantee as specified in this Agreement.

(d) Layover Pay

Where a driver is required to layover away from his home terminal, layover pay shall commence following the thirteenth (13th) hour after the end of his run. He/she shall receive layover pay for all time laid over up to eight (8) hours in the first twenty-one (21) hour layover period. This pay shall be in addition to the pay for which he/she is entitled if he/she is put to work at any time within the twenty-one (21) hours after the run ends. The same principal shall apply to each succeeding twenty (20) hour period prior to the twelfth (12th) hour, and layover shall commence after the twelfth (12th) hour. Drivers shall not be compelled to report for work at home or foreign terminal until he has had ten (10) hours off duty time.

(e) Meal Allowance

(1) Drivers shall be paid a meal allowance for each four (4) hour period they are on the clock after their first thirteen (13) hours layover and twelve (12) hours respectively.

(2) Notwithstanding the above, drivers shall be paid one (1) meal allowance on all unscheduled layovers.

(3) Meal allowance shall be paid at the rate of ~~\$7.00~~ **\$10.00**

Section 24. Interpretation Committee

It is agreed that all matters pertaining to the interpretation of any Section of this Agreement shall be referred to the Interpretation Committee by the Local Union or the Employer. The Interpretation Committee shall be made up of an equal number of Union representatives and Employer representatives who shall be members of the Negotiating Committee. Failure of the Interpretation Committee to agree shall subject the matter to determination by the Region Joint Area Committee.

When a holiday falls on a Sunday, the New Jersey-New York Area Supplemental Negotiating Committee shall determine on what day the holiday will be observed.

Section 25.

Should triple trailer operations become permissible by law, wages and working conditions shall be subject to collective bargaining by the New Jersey – New York Area Supplemental Negotiating Committee before implementation.

**NEW JERSEY NEW YORK
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT
COVERING EMPLOYERS OF PRIVATE,
COMMON AND CONTRACT CARRIERS
FOR THE PERIOD OF
APRIL 1, ~~2003~~2008 TO MARCH 31, ~~2008~~2013**

In the jurisdiction of the Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

The _____
(Company)

Hereinafter referred to as the Employer and Local Union 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 the Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes part of the National Master Freight Agreement hereinafter referred to as the National Agreement, and the New Jersey- New York Area General Trucking Supplemental Agreement for the period commencing April 1, ~~2003~~ 2008 and shall prevail over the specific terms of those Agreements only to the extent specifically provided herein.

ARTICLE 71 – SCOPE OF THE AGREEMENT

Section 1. Operations Covered

The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”) on the part of the employer within, into, and out of the Area and Territory described above.

This Supplemental Agreement is supplement to and becomes a part of the Master Freight Agreement, hereinafter referred as the “National Master Agreement”, and the New Jersey – New York Area General Trucking Supplemental 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.

A breakbulk terminal may be established upon the mutual agreement of the Employers and the Local Unions as long as such agreements are equal to the standards established by the Joint Area Committee, such standards are to be worked out within ninety (90) days of the signing of the National Master Freight Agreement.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated the highways, street or private road for transportation purposes when use to defeat the purposes of this Agreement.

Section 3.

This contract shall govern all wages, hours and other conditions herein set forth.

Section 4.

In no case however, shall an Employer who moves from this supplemental area into another supplemental area, interline or transfer freight to another carrier to haul back into the area formerly served, unless such carrier maintains the same general wages, hours and conditions of employment as provided for in this supplemental agreement. Exceptions to the foregoing, to be valid, must be set forth in writing executed by the Local Union and the Employer for the specific terminal or terminals involved.

ARTICLE 72 – SENIORITY - NO CHANGE

ARTICLE 73 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check within twenty-four (24) hours to the employee at the address designated by the employee.

~~When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall pay in cash or make suitable arrangements to cash checks on pay day. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.~~

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term "regular pay day" means the next regular pay day for the week in which the pay shortage or overage is verified.

ARTICLE 74 – PAID-FOR-TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time spent shall be computed from the time that the employee is ordered to report for work and registers in and until the time is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations which occur through no fault of the driver shall be paid for. Such payment for drivers' time when not driving shall be the hourly rate.

Section 2. Call-in Time

~~Drivers called to work shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and register in. Once the driver reports to work, he shall be guaranteed eight (8) hour's pay at the current hourly rate, whether he is put to work or not.~~

Drivers called to work shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and resister in. Once a turn driver reports to work, he shall be guaranteed eight (8) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not . Once a lay driver reports to work, he shall be guaranteed sixteen (16) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not .

Section 3. Breakdowns or Impassable Highways Including Snow Time

(a) On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rates for all time spent on all delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such time at the rate specified in this Agreement.

Time required to be spent with the equipment shall not be included within the first eight (8) 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. Where an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging plus meals. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

Drivers whose vehicles or trucks get stuck because of snow shall be paid for all time lost or delayed, 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, he shall also be paid for the first eight (8) hours of each twenty-four (24) hour period, plus expenses and all monies earned for miles driven and/or work performed until relieved from duty at his destination or other company terminal. If after the first eight (8) hours the driver is ordered to periodically check his equipment, he shall be paid for all such time as required, after the eight (8) hours referred to above.

(b) When a road driver is dispatched on a double turn and after the completion of the first half and there is no load available, the road driver shall receive no less than the minimum guarantee as specified in this Agreement.

Section 4. Deadheading

In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

Section 5. Bob-Tailing

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

Section 6. Pickup and Delivery Limitations

The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one (1) pickup of a solid load at point of origin and one (1) delivery of a solid load at destination shall be allowed. At no time shall any provisions of this Supplement permitting pickup and delivery supersede the provisions of any local cartage contract which prohibits such pickup and delivery.

Section 7. Minimum Guarantees

It is understood that where the mileage rate is greater than the eight (8) hour guarantee, such mileage rate shall prevail. It is further mutually agreed that where disputes regarding bona fide agreed to runs are made, such disputes shall be referred to the Joint Area Committee for consideration and final decision, with the intent of sustaining and protecting all such established and agreed to runs.

ARTICLE 75 – LAYOVER AND LODGING

(a) Where a driver is required to layover away from his home terminal, layover pay shall commence following the thirteenth (13th) hour after the end of the run. If the driver is held over after the thirteenth (13th) hour, he shall be guaranteed one (1) hour's pay in any event for layover time. If he is held over more than one (1) hour, he shall receive layover pay for each hour laid over up to eight (8) hours in the first twenty-one (21) hour layover period. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-one (21) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-hour (20) period prior to the twelfth (12th) hour, and layover shall commence after the twelfth (12th) hour. In addition to the hourly rate, employees shall receive ~~seven dollars (\$7.00)~~ **ten dollars (\$10.00)** meal allowance for each four (4) hour period they are on the clock after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at the home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

When employees have been enjoying a layover provision with higher standards, it shall be maintained unless otherwise mutually agreed to.

(b) Lodging

Comfortable sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal and shall be maintained by present day standards. Air conditioned dormitories or air conditioned hotel rooms, if available shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds and draperies or be suitable darkened during daylight hours. Comfortable

sanitary lodging shall mean a room with not more than one bed in it and not more than one driver sleeping in the room at the same time, except in dormitories at Company-owned terminals, with janitor service, clean sheets, pillow cases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath and air conditioned rooms.

There shall be no bunk beds or double beds. In addition, dormitories in new terminals must be sound-proofed, and shall not provide for more than two men in a room. Where an existing dormitory currently provides for two men in a room, such practice shall be continued. In all terminals with dormitories there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Company does not provide drivers with a waiting facility which is adequate under these circumstances it shall be taken up as a grievance.

Room rent of owner-operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rate or above.

No new dormitory at Company-owned terminal shall be permitted unless jointly approved by the Union and the Company. Such dormitory shall not be used unless janitor service, clean sheets, pillow cases, blankets and proper sanitary conditions are provided.

(c) When a driver is required to layover away from his/her home terminal, the Employer is solely responsible, and will bear the cost to transport the driver from the employer's terminal to the hotel/motel and back.

Drivers shall be paid all time waiting for transportation to the motel less thirty (30) minutes. However, upon arrival at the motel if there are no rooms available, drivers shall be paid all delay time until they are provided with a room.

Lodging Subcommittee

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New Jersey/New York 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 grievances filed pertaining to all hotels, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

ARTICLE 76 – DROPPING AND PICKING UP - NO CHANGE

ARTICLE 77 – DELAY TIME

(a) Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty.

Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

(b): Road Drivers shall be compensated for terminal waiting time at the applicable hourly rate of pay for all time after they are ordered to report for work at the Home Terminal, or lay over point, if they are held in excess of thirty (30) minutes.

On the occasions when road drivers do not encounter a delay in excess of thirty (30) minutes at the home terminal, or lay over point, they shall be subject to the free time provision as outlined in Article 77 (a) of New Jersey / New York Over-the-Road Supplemental Agreement.

ARTICLE 78 – VACATION

Section 1. Qualifying Period

The qualifying period for vacation of each contract year shall be April 1st to March 31st. Slow trips or layover trips shall be counted as two trips.

Section 2. Time Credited

In determining vacation entitlements, all tours paid for, including but not limited to paid holidays, paid vacation days, paid sick days, paid funeral days, and paid jury duty days shall be counted as days worked.

An employee receiving benefits under Workman's Compensation will be credited for lost days if he otherwise would have had work opportunity with his Employer for the vacation qualifying period in which the injury occurred.

In no case however shall an employee be entitled to vacation unless he actually works at least thirty (30) road tours in the qualifying period. Once he has worked thirty (30) days then paid sick, paid vacation, paid holiday, paid funeral and paid jury duty days are used for eligibility.

If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full weeks work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third anniversary by September 30 – up to and including five days.

Employees who have celebrated their tenth anniversary by September 30 – up to and including ten days.

Employees who have celebrated their fifteenth anniversary by September 30 – up to and including twenty days.

Employees who have celebrated their twentieth anniversary by September 30 – up to and including twenty-five days.

Employees who have celebrated their thirtieth anniversary by September 30 – up to and including thirty days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

Section 3. Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
Days Worked	Vacation Days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the above schedule, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third (3rd) anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date to the additional vacation earned, in accordance with the above schedule.

Any employee who earns ~~more than~~ 10 days vacation **or more** in a contract year may elect to take vacation time in one day increments, not to exceed more than ~~5~~ **10** days in a vacation period, in accordance with the guidelines in Article 57, Section 1. **Road drivers on laydown bids shall be required to take vacation in two (2) day vacations where applicable.**

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employer (with less than three (3) years seniority).

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5) days vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 10 days). Effective April 1, 2004 employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 15 days).

Time lost due to layoff, leave of absence or suspension is not included for eligibility.

Section 4. Vacation Pay

(a) Vacation shall be paid on the basis of one-fifty-second (1/52) of gross earnings for the previous contract year (vacation qualifying period) but not less than forty (40) hours pay per week.

(b) Employees that earn less than full weeks of vacation will be paid a daily rate based on 1/5 of 1/52 of gross earnings for each day.

(c) If, during the contract eligibility period, the employee is off work due to a valid on-the-job injury for a period of one (1) week, layoff for a period of one (1) week or a personal illness supported by verifiable medical evidence for a period of two (2) weeks, the fifty-two (52) weeks shall be reduced by the number of workcomp, layoff or verified personal illness weeks. Any period of on-the-job injury or lay-off of less than one (1) week (7 consecutive days) or verified personal illness less than two weeks (14 consecutive days) shall not be used to make up the one (1) or two (2) week period.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate in accordance with State/Federal regulations.

(e) Payment for vacation will be on an as taken basis. Each employee is to receive payment only for the number of weeks for which she/he is scheduled to be off work at that time.

Section 5. Vacation Period

(a) If any of the holidays named in Article 79 of this Agreement occur during an employees vacation period, he shall have the choice of taking an extra day with holiday pay, or being paid the holiday pay for the day in lieu of time off.

(b) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

(c) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken outside of the regular vacation period by mutual agreement between the Employer and the Union.

(d) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employers business. Preference as to vacation period shall be given to the senior men.

(e) All vacation earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

(f) Time off for the current year cannot be taken prior to April 1st and cannot be held past the following March 31st.

Section 6. Posting of Schedule

The Employer shall post the vacation schedule no later than April 1st of each year.

Section 7. Terminations

Employees that resign or retire are due any unused vacation earned on the previous April 1st and any accrued vacation for the current year based on number of tours worked from April 1st to the time of resignation or retirement.

Discharged employees are subject to the provisions of the National Master Freight Agreement Article 23.

ARTICLE 79 – HOLIDAYS - NO CHANGE

ARTICLE 80 – METHOD OF DISPATCH - NO CHANGE

ARTICLE 81 – TERM OF SUPPLEMENTAL AGREEMENT - NO CHANGE

SCHEDULE A SINGLE-MAN OPERATIONS

Section 1.

The rate of pay per mile for drivers based on mileage shall be as follows:

Effective 4/1/03 08	50.000 <u>55.875cents</u>
Effective 4/1/04 09	51.000 <u>56.875cents</u>
Effective 4/1/05 10	52.000 <u>58.005cents</u>
Effective 4/1/06 11	53.125 <u>59.005cents</u>
Effective 4/1/07 12	54.375 <u>60.135cents</u>

In cases where the mileage rate is greater than specified above, such rates shall remain in effect for the contract year April 1, ~~2003~~ **2008** through March 31, ~~2004~~ **2009**.

The following rules and applications apply to doubles operations.

1. Mileage rate when pulling doubles (Twin 28 foot or shorter, Pup Trailers), will be two cents (.02) per mile over the existing mileage rate.
2. The double mileage rate will only apply when the driver is actually pulling doubles.
3. All drops and hooks performed by the driver shall be paid for as specified in Article 76 (a) of this agreement.

It is agreed to that should any Employer commence utilization of a twin 45 or 48 foot trailer operation or a triple (three (3), 28 foot or shorter trailers) operation, the parties will negotiate the terms and conditions of such operation. It is further understood that all other conditions of the Supplemental Agreement remain intact and in full force.

Section 2. – Hourly Rates

Effective 4/1/03 <u>4/1/08</u>	\$20.38 <u>22.73</u>
Effective 4/1/04 <u>4/1/09</u>	\$20.78 <u>23.13</u>
Effective 4/1/05 <u>4/1/10</u>	\$21.18 <u>23.58</u>
Effective 4/1/06 <u>4/1/11</u>	\$21.63 <u>23.98</u>
Effective 4/1/07 <u>4/1/12</u>	\$22.13 <u>24.43</u>

When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased 1/2 cent per mile in the mileage rate and 15 cents in the hourly rate. Such increases are to apply only in driving time. Penalty rates shall apply to all types of ammunition, bombs, bullets, shells, shrapnel, war heads, powder, and flake

T.N.T. that carry the term "FIXED". (The penalty shall not apply to "small arms ammunition" carrying the term (FIXED".)

Section 3.

The paid-for miles shall be the miles driven by the driver over the routes designated by the Employer. Should the routes designated by the Employer be changed, new mileage will be determined by the parties. Schedule of designated routes and mileage to be filed with the Union. The Union shall be notified immediately of any change in designated routes. In cases of dispute or where official mileage is not given, the route shall be logged jointly by both parties and mileage shall be logged from terminal to terminal.

Section 4. Turn-Around

On all dispatched from point of origin to destination at which the driver takes a statutory rest period, he shall be guaranteed a minimum of eight (8) hours' pay for such run.

On all dispatches from point of origin to destination and return with no statutory rest period at destination, the driver shall be guaranteed a minimum of eight (8) hours' pay per trip.

Entry Rates (New Hires)

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

- ~~(a) Effective first (1st) day of employment — seventy five percent (75%) of the current rate.~~
- ~~(b) Effective first (1st) day of employment plus one (1) year — eighty percent (80%) of the current rate.~~
- ~~(c) Effective first (1st) day of employment plus eighteen (18) month ninety percent (90%) of the current rate.~~
- ~~(d) Effective first (1st) day of employment plus two (2) years — one hundred percent (100%) of the current rate.~~

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

- (a) Effective first (1st) day of employment – eighty-five percent (85%) of the current rate.**
- (b) Effective first (1st) day of employment plus one (1) year – ninety percent (90%) of the current rate.**
- (c) Effective first (1st) day of employment plus two (2) years – Ninety-five percent (95%) of the current rate.**

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

The term current rate is the applicable hourly and/or mileage rate of pay under this Agreement.

The above rates shall not apply to casual employees. The road driver causal rate shall be the same as a regular seniority employee with more than two (2) years' seniority.

**SCHEDULE B
TWO-MAN OPERATION**

It is understood that the (2003-2008) **2008 - 2013**, National Master Freight Agreement contains National Sleeper Cab Operations language (Article 8, Section 8) and that language shall apply to this Supplemental Agreement were it is silent and shall supersede this Supplement where a conflict exists.

Any disputes regarding the National Sleeper Cab language shall be filed with the National Sleeper Cab Grievance Committee as specified by the National Master Freight Agreement. Any dispute regarding the language contained in this Supplemental Agreement shall be subject to the grievance machinery contained in this Agreement.

Section 1. Mileage Rates of Pay

The following rate of pay shall prevail for the two-man operation:

To be negotiated.

Section 2. Pickup and Delivery and Delay Time

The rate of pay for pickup and delivery time shall be as follows:

Pickup and delivery shall be paid for at the full hourly rate for each man on duty, but shall not apply to the man whose log of the run shows he is on a rest period at the time the pickup or delivery is made. Full allowances for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified in this Agreement shall apply for each man. Both drivers on two-man operations shall receive the same rate of pay when delayed on pickup and delivery, except when backed up into the dock and ready to unload, at which time only the one man on duty shall receive the hourly rate of pay.

Hourly Rate of Pay

Effective 4/1/03- 08	\$20.38- 22.73
Effective 4/1/04- 09	\$20.78- 23.13
Effective 4/1/05- 10	\$21.18- 23.58
Effective 4/1/06- 11	\$21.63- 23.98
Effective 4/1/07- 12	\$22.13- 24.43

There shall be no allowance for time spent in taking fuel and oil en route between terminals. Flagrant abuse of free time shall constitute a violation of this Section and shall be subject to the grievance machinery of this Agreement.

Section 3.

There shall be no two-man operation on runs less than 500 miles with a 1,000 mile round trip unless otherwise agreed to.

Section 4. Sleeper Cab Operations

Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he had established relay runs or through runs, except to move an unusual or overflow of freight, and in such event drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

Section 5.

The layover provision of this Agreement shall apply at only one (1) away from home terminal and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each man, except as provided for pickup and delivery set forth above. The layover provision of twelve (12) hours is applicable at such away-from-home terminal. Upon the second or subsequent arrival at such away-from-home terminal prior to the home terminal, all time shall be paid for both men, and the layover provision shall not apply.

When on a compensable layover on Sundays and holidays there shall be meal allowance of **Ten Dollars (10.00)** ~~Seven Dollars (\$7.00)~~. Five (5) hours thereafter, another meal allowance of **Ten Dollars (10.00)** ~~Seven Dollars (\$7.00)~~. Five (5) hours later, a third meal allowance of **Ten Dollars (10.00)** ~~Eight Dollars and Fifty Cents (\$8.50)~~. No more than three (3) meals will be allowed during any 24 hour period. It shall not considered a violation of the layover clause for a driver to take less than a statutory eight (8) hours rest period.

Section 6.

Where driver teams are once established it is understood that they are not to be separated unless mutually agreed to by the Company, the Union, and the driver team involved, except of emergency or reduction in force.

Section 7.

Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report to work between the hours of 7 p.m. and 7 a.m.; and

provided further that drivers who are off duty in the home terminal before 5 p.m. on Saturday who are called to work prior to 12 midnight Sunday shall be given not less than six (6) hours' notice when ordered to report for duty. Above schedule can be changed only by mutual agreement between Local Union and Employer. The notification required by this Section shall state an approximate time of departure with a two (2) hour leeway. After having been so notified, one (1) notification to change or cancel the departure time can be given, except where an emergency exists, in which event a notification of the cancellation can be given. After the emergency passes, normal dispatch procedure shall be resumed.

In the event a notified team, not properly canceled, reports as notified and is not dispatched, the drivers shall each receive six (6) hours' call-in time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provisions of the Agreement and shall not be employed as a subterfuge to avoid the intent and purpose of this interpretation. The mentioned six (6) hours' notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board. No driver teams may or shall be separated for the purpose of such trip except in case of illness. Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours' rest to which trip is offered, shall be required to take the trip, if no other team above it takes the trip.

Section 8.

A sleeper cab is exactly as defined in Article 52, Section 3. During such sleeper cab trip there may be a pick-up or drop of freight and exchange of trailers at one (1) intermediate point outbound, and one (1) intermediate point of the return trip, provided:

- (1) There shall be no runaround or interference with leg, relay or through runs.
- (2) There shall be no deliberate runaround payments as subterfuge or running around leg, relay or through runs.

Section 9. Vacations

Each over-the-road driver of sleeper cab equipment shall receive vacation pay at the period mentioned in the vacation provisions of this Agreement as follows:

Vacation pay shall be computed by dividing the employee's earnings of the last contract year by fifty-two (52) to determine one (1) week's earnings and then multiplying by the number of weeks earned vacation.

Section 10.

Only two (2) drivers shall be permitted in the sleeper cab equipment at any one time except in the case of emergency, an Act of God, or where new type equipment is put into operation. In no event, shall a master driver be in the cab in addition to the two (2) regular drivers, for more than three hundred (300) miles or ten (10) hours. And then only if requested by a majority of the regular drivers or by agreement of the team involved.

Entry Rates (New Hires)

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

~~(a) Effective first (1st) day of employment — seventy five percent (75%) of the current rate.~~

~~(b) Effective first (1st) day of employment plus one (1) year — eighty percent (80%) of the current rate.~~

~~(c) Effective first (1st) day of employment plus eighteen (18) months ninety percent (90%) of the current rate.~~

~~(d) Effective first (1st) day of employment plus two (2) years — one hundred percent (100%) of the current rate.~~

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

Effective April 1, 2008, all CDL Qualified (and Mechanics) employees hired on or after that date and employees that are in progression shall receive the following hourly and/or mileage rates of pay:

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

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

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

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

The term current rate is the applicable hourly and/or mileage rate of pay under this Agreement.

The above rates of pay shall not apply to casual employees. The road driver casual rate shall be the same as a regular seniority employee with more than two (2) years seniority.

**MEMORANDUM OF AGREEMENT
NJ/NY OVER-THE-ROAD SUPPLEMENT
COVERING
REGIONAL-LTL-CARRIERS**

Recognizing the operations differences between the Long Haul LTL carriers and the Regional LTL carriers operating in the NJ/NY Supplemental area, the parties have agreed to the following modifications to the NJ/NY Over-the-Road Supplemental Agreement as they apply to:
_____ (Company).

Except to the extent inconsistent with the terms of this Agreement, the Employer agrees to be bound by the terms of the NJ/NY General Trucking Supplemental Over-the-Road Agreement.

1. ARTICLE 75 – Layover and lodging is modified as follows:

a. Where a driver is required to layover away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If the driver is held over after the fourteenth (14th) hour, he shall be guaranteed one half (1/2) hours pay in any event for layover time. If he is held over more than one half (1/2) hour, he shall receive layover pay for actual time laid over up to eight (8) hours in the first twenty-two (22) hour layover period. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principle shall apply to each succeeding twenty-one (21) hour period prior to the thirteenth (13th) hour, and layover shall commence after the thirteenth (13th) hour. In addition, to the hourly rate, employees shall receive ten dollars (\$10.00) ~~seven dollars (\$7.00)~~ meal allowance for each four (4) hour period after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

2) ARTICLE 77 – delay time is modified as follows:

a. Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty. All delay time at the home terminal shall be paid for time and shall ~~not~~ be applied towards the thirty (30) minute free allowance. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

3) ARTICLE 79, Section 3. Holiday Pay is modified as follows:

Drivers who are dispatched prior to 8:00 p.m. on a holiday or 9:00 p.m. or later on the eve of the holiday, shall be paid trips at the prevailing rate plus twelve (12) hours pay at the prevailing

hourly rate for the holiday. However in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.

With the exception of the modifications contained herein, the terms and conditions of the NJ/NY Over-the-Road Supplemental Agreement shall remain in effect and run concurrent with the NMFA and the NJ/NY Area General Trucking Supplement.

For the Union:

 (Name) (Date)

For the Employer:

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 282

Day Rates

	<i>Eff</i>	<i>Hourly</i>	<i>Daily</i>	<i>Weekly</i>	<i>Time & 1/2</i>	<i>Double</i>
	<i>Date</i>	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>	<i>Per Hr</i>	<i>Time</i>
Tractor Trailer Drivers	4/1/03	20.38	163.04	815.20	30.57	40.76
	4/1/04	20.67	166.24	831.20	31.17	41.56
Tandem Equip. and Switchers	4/1/05	21.18	169.44	847.20	31.77	42.36
	4/1/06	21.63	173.04	865.20	32.445	43.26
	4/1/07	22.13	177.04	885.20	33.195	44.26
Straight Truck Drivers	4/1/03	20.28	162.24	811.20	30.42	40.56
	4/1/04	20.68	165.44	827.20	31.02	41.36
	4/1/05	21.08	168.64	843.20	31.62	42.16
	4/1/06	21.53	172.24	861.20	32.295	43.06
	4/1/07	22.03	176.24	881.20	33.045	44.06

	<i>Eff</i>	<i>Hourly</i>	<i>Daily</i>	<i>Weekly</i>	<i>Time & 1/2</i>	<i>Double</i>
	<i>Date</i>	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>	<i>Per Hr</i>	<i>Time</i>
Motorized Lift	4/1/03	20.07	160.56	802.80	30.105	40.14
Truck Operators	4/1/04	20.47	163.76	818.80	30.705	40.94
	4/1/05	20.87	166.96	834.80	31.305	41.74
	4/1/06	21.32	170.56	852.80	31.98	42.64
	4/1/07	21.82	174.56	872.80	32.73	43.64
Checkers,	4/1/03	19.943	159.54	797.72	29.9145	39.886
Platform Men	4/1/04	20.343	162.74	813.72	30.5145	40.686
Helpers &	4/1/05	20.743	165.94	829.72	31.1145	41.486
Warehousemen	4/1/06	21.193	169.54	847.72	31.7895	42.386
	4/1/07	21.693	173.54	867.72	32.5395	43.386

Night Rates

Tractor	4/1/03	20.505	164.04	820.20	30.7575	41.01
Trailer	4/1/04	20.905	167.24	836.20	31.3575	41.81
Driver	4/1/05	21.305	170.44	852.20	31.9575	42.61
	4/1/06	21.755	174.04	870.20	32.4825	43.51
	4/1/07	22.255	178.04	890.20	33.3825	44.51
Straight.	4/1/03	20.405	163.24	816.20	30.6075	40.81
Truck	4/1/04	20.805	166.44	832.20	31.2075	41.61
Drivers	4/1/05	21.205	169.64	848.20	31.8075	42.41
	4/1/06	21.655	173.24	866.20	32.4825	43.31
	4/1/07	22.155	177.24	886.20	33.2325	44.31
Motorized	4/1/03	20.195	161.56	807.80	30.2925	40.39
Lift Truck	4/1/04	20.595	164.76	823.80	30.8925	41.19
Operators	4/1/05	20.995	167.96	839.80	31.4925	41.99
	4/1/06	21.445	171.56	857.80	32.1675	42.89
	4/1/07	21.945	175.56	877.80	32.9175	43.89
Checkers,	4/1/03	20.068	160.54	802.72	30.102	40.14
Helpers	4/1/04	20.468	163.74	818.72	30.702	40.94
Warehousemen	4/1/05	20.868	166.94	834.72	31.302	41.74
	4/1/06	21.318	170.54	852.72	31.977	42.64
	4/1/07	21.818	174.54	872.72	32.727	43.64

APPENDIX "A" **JOB CLASSIFICATIONS & WAGE RATES** **LOCAL 282**

Day Rates

	<i>Eff</i> <i>Date</i>	<i>Hourly</i> <i>Rate</i>	<i>Wage/Day</i> <i>(Mon.-Fri.)</i>	<i>Wage-5Days</i> <i>(Mon.-Fri.)</i>	<i>O/T</i> <i>Per Hr</i>
Tractor Trailer	4/1/08	22.73	181.84	909.20	34.10
Drivers	4/1/09	23.13	185.04	925.20	34.70
Tandem Equip.	4/1/10	23.58	188.64	943.20	35.37
and Switchers	4/1/11	23.98	191.84	959.20	35.97
	4/1/12	24.43	195.44	977.20	36.65
Straight Truck	4/1/08	22.63	181.04	905.20	33.95
Drivers	4/1/09	23.03	184.24	921.20	34.55
	4/1/10	23.48	187.84	939.20	35.22
	4/1/11	23.88	191.04	955.20	35.82
	4/1/12	24.33	194.64	973.20	36.50
Motorized Lift	4/1/08	22.42	179.36	896.80	33.63
Truck Operators	4/1/09	22.82	182.56	912.80	34.23
	4/1/10	23.27	186.16	930.80	34.91
	4/1/11	23.67	189.36	946.80	35.51
	4/1/12	24.12	192.96	964.80	36.18
Checkers	4/1/08	22.29	178.344	891.72	33.44
Platform	4/1/09	22.693	181.544	907.72	34.04
Helpers	4/1/10	23.14	185.144	925.72	34.71
Warehousemen	4/1/11	23.54	188.34	941.72	35.31
	4/1/12	23.99	191.94	959.72	35.99

Night Rates

	<i>Eff</i> <i>Date</i>	<i>Hourly</i> <i>Rate</i>	<i>Wage/Day</i> <i>(Mon.-Fri.)</i>	<i>Wage-5Days</i> <i>(Mon.-Fri.)</i>	<i>O/T</i> <i>Per Hr</i>
Tractor Trailer	4/1/08	22.855	182.84	914.20	34.28
Drivers	4/1/09	23.255	186.04	930.20	34.88
Tandem Equip.	4/1/10	23.705	189.64	948.20	35.56
and Switchers	4/1/11	24.105	192.84	964.20	36.16
	4/1/12	24.555	196.44	982.20	36.83
Straight Truck	4/1/08	22.755	182.04	910.20	34.13
Drivers	4/1/09	23.155	185.24	926.20	34.73
	4/1/10	23.605	188.84	910.20	34.13
	4/1/11	24.005	192.04	960.20	36.01
	4/1/12	24.455	195.64	978.20	36.68
Motorized Lift	4/1/08	22.545	180.36	901.80	33.82
Truck Operators	4/1/09	22.945	183.56	917.80	34.42
	4/1/10	23.395	187.16	935.80	35.09
	4/1/11	23.795	190.36	951.80	35.69
	4/1/12	24.245	193.96	969.80	36.37
Checkers	4/1/08	22.418	179.34	896.72	33.63
Platform	4/1/09	22.818	182.54	912.72	34.23
Helpers	4/1/10	23.268	186.14	930.72	34.90

Warehousemen	4/1/11	23.668	189.34	946.72	35.50
	4/1/12	24.118	192.94	964.72	36.18

Section 1. New Entry Rates

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

- (a) Effective first (1st) day of employment – seventy percent (70%) of the current rate.**
- (b) Effective first (1st) day of employment plus one (1) year – seventy-five percent (75%) of the current rate.**
- (c) Effective first (1st) day of employment plus two (2) years -eighty percent (80%) of the current rate.**
- (d) Effective first (1st) day of employment plus three (3) years – one hundred percent (100%) of the current rate.**

Effective April 1, 2008, all CDL Qualified (and Mechanic) employees hired on or after that date and employees that are in progression shall receive the following hourly and/or mileage rates of pay:

- (a) Effective first (1st) day of employment – eighty-five percent (85%) of the current rate.**
- (b) Effective first (1st) day of employment plus one (1) year – ninety percent (90%) of the current rate.**
- (c) Effective first (1st) day of employment plus two (2) years – Ninety-five percent (95%) of the current rate.**
- (d) Effective first (1st) day of employment plus three (3) years – one hundred percent (100%) of the current rate.**

The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

City and Combination Casuals— <u>CDL Qualified Casuals</u>	Hourly Paid <u>Hourly Paid</u>
Effective April 1, 2003 <u>2008</u>	\$17.185— <u>\$19.0725</u>
Effective April 1, 2004 <u>2009</u>	17.525— <u>19.3925</u>

Effective April 1, 2005	2010	17.865	<u>19.7525</u>
Effective April 1, 2006	2011	18.2475	<u>20.0725</u>
Effective April 1, 2007	2012	18.6725	<u>20.4325</u>

~~Dock Casual Employees~~ — Hourly Paid

Effective April 1, 2003	2008	\$15.25
Effective April 1, 2004	2009	15.50
Effective April 1, 2005	2010	15.75
Effective April 1, 2006	2011	16.00
Effective April 1, 2007	2012	16.00

Non CDL Dock Casual Employees Hired prior to 4-1-08
\$16.00 per hour for the duration of the Agreement

Non CDL Dock Casual Employees Hired after 4-1-08
\$14.00 per hour for the duration of the Agreement

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

- ~~(a) Effective first (1st) day of employment — 75% of the current rate.~~
- ~~(b) Effective first (1st) day of employment plus one (1) year — 80% of the current rate.~~
- ~~(c) Effective first (1st) day of employment plus eighteen (18) months 90% of the current rate.~~
- ~~(d) Effective first (1st) day of employment plus two (2) years — 100% of the current rate.~~

~~The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost of living adjustments under this Agreement.~~

~~City and Combination Casuals~~ — Hourly Paid

Effective April 1, 2003	\$17.185
Effective April 1, 2004	17.525
Effective April 1, 2005	17.865
Effective April 1, 2006	18.2475
Effective April 1, 2007	18.6725

~~Dock Casual Employees~~ — Hourly Paid

Effective April 1, 2003	\$15.25
Effective April 1, 2004	15.50
Effective April 1, 2005	15.75

Effective April 1, 2006	16.00
Effective April 1, 2007	16.00

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCALS 202, 445, 478, 560,
617, 641, 707, 805

	<i>Eff</i>	<i>Hourly</i>	<i>Daily</i>	<i>Weekly</i>	<i>Time &</i>	<i>Double</i>
	<i>Date</i>	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>	<i>1/2</i>	<i>Time</i>
Tractor Trailer Drivers	4/1/03	20.38	163.04	815.20	30.57	40.7
	4/1/04	20.67	166.24	831.20	31.17	41.56
Tandem Equip. and Switchers	4/1/05	21.18	169.44	847.20	31.77	42.36
	4/1/06	21.63	173.04	865.20	32.445	43.26
	4/1/07	22.13	177.04	885.20	33.195	44.26
Straight Truck Drivers	4/1/03	20.28	162.24	811.20	30.42	40.56
	4/1/04	20.68	165.44	827.20	31.02	41.36
	4/1/05	21.08	168.64	843.20	31.62	42.16
	4/1/06	21.53	172.24	861.20	32.295	43.06
	4/1/07	22.03	176.24	881.20	33.045	44.06
Motorized Lift Truck Operators	4/1/03	20.07	160.56	802.80	30.105	40.14
	4/1/04	20.47	163.76	818.80	30.705	40.94
	4/1/05	20.87	166.96	834.80	31.305	41.74
	4/1/06	21.32	170.56	852.80	31.98	42.64
	4/1/07	21.82	174.56	872.80	32.73	43.64
Checkers, Platform Men	4/1/03	19.943	159.54	797.72	29.9145	39.886
	4/1/04	20.343	162.74	813.72	30.5145	40.686
Helpers & Warehousemen	4/1/05	20.743	165.94	829.72	31.1145	41.486
	4/1/06	21.193	169.54	847.72	31.7895	42.386
	4/1/07	21.693	173.54	867.72	32.5395	43.386

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCALS 445, 478, 560,
617, 641, 707, 805

	<i>Eff</i>	<i>Hourly</i>	<i>Daily</i>	<i>Weekly</i>	<i>Time &</i>	<i>Double</i>
	<i>Date</i>	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>	<i>1/2</i>	<i>Time</i>
Tractor Trailer Drivers	4/1/08	22.73	181.84	909.20	34.10	45.46
	4/1/09	23.13	185.04	925.20	34.70	46.26
Tandem Equip.	4/1/10	23.58	188.64	943.20	35.37	47.16

and Switchers	4/1/11	23.98	191.84	959.20	35.97	47.96
	4/1/12	24.43	195.44	977.20	36.65	48.86
Straight Truck	4/1/08	22.63	181.04	905.20	33.95	45.26
Drivers	4/1/09	23.03	184.24	921.20	34.55	46.06
	4/1/10	23.48	187.84	939.20	35.22	46.96
	4/1/11	23.88	191.04	955.20	35.82	47.76
	4/1/12	24.33	194.64	973.20	36.50	48.66
Motorized Lift	4/1/08	22.42	179.36	896.80	33.63	44.84
Truck Operators	4/1/09	22.82	182.56	912.80	34.23	45.64
	4/1/10	23.27	186.16	930.80	34.91	46.54
	4/1/11	23.67	189.36	946.80	35.51	47.34
	4/1/12	24.12	192.96	964.80	36.18	48.24
Checkers,	4/1/08	22.29	178.344	891.72	33.44	44.586
Platform Men	4/1/09	22.693	181.544	907.72	34.04	45.386
Helpers &	4/1/10	23.14	185.144	925.72	34.71	46.286
Warehousemen	4/1/11	23.54	188.34	941.72	35.31	47.086
	4/1/12	23.99	191.94	959.72	35.99	47.986

Section 1. New Entry Rates

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

- (a) Effective first (1st) day of employment — 75% of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year — 80% of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months — 90% of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years — 100% of the current rate.

The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

Section 1. New Entry Rates

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

- (a) Effective first (1st) day of employment – seventy percent (70%) of the current rate.**
- (b) Effective first (1st) day of employment plus one (1) year – seventy-five percent (75%) of the current rate.**

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

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

Effective April 1, 2008, all CDL Qualified (and Mechanic) employees hired on or after that date and employees that are in progression shall receive the following hourly and/or mileage rates of pay:

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

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

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

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

The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

<u>City and Combination Casuals</u>	<u>Hourly Paid</u>
<u>CDL Qualafied Casuals</u>	<u>Hourly Paid</u>
Effective April 1, 2003 <u>2008</u>	\$17.185 <u>\$19.0725</u>
Effective April 1, 2004 <u>2009</u>	17.525 <u>19.3925</u>
Effective April 1, 2005 <u>2010</u>	17.865 <u>19.7525</u>
Effective April 1, 2006 <u>2011</u>	18.2475 <u>20.0725</u>
Effective April 1, 2007 <u>2012</u>	18.6725 <u>20.4325</u>

<u>Dock Casual Employees</u>	<u>Hourly Paid</u>
Effective April 1, 2003 2008	\$15.25
Effective April 1, 2004 2009	15.50
Effective April 1, 2005 2010	15.75
Effective April 1, 2006 2011	16.00
Effective April 1, 2007 2012	16.00

Non- CDL Dock Casual Employees Hired prior to 4-1-08

\$16.00 per hour for the duration of the Agreement

Non-CDL Dock Casual Employees Hired after 4-1-08
\$14.00 per hour for the duration of the Agreement

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 807

Day Rates

	<i>Eff</i>	<i>Hourly</i>	<i>Wage/Day</i>	<i>Weekly</i>	<i>Time & 1/2</i>
	<i>Date</i>	<i>Rate</i>	<i>(Mon. Fri)</i>	<i>(Mon. Fri.)</i>	<i>Per Hr</i>
Tractor Trailer	4/1/03	20.38	163.04	815.20	30.57
Drivers	4/1/04	20.67	166.24	831.20	31.17
Tandem Equip.	4/1/05	21.18	169.44	847.20	31.77
and Switchers	4/1/06	21.63	173.04	865.20	32.445
	4/1/07	22.13	177.04	885.20	33.195
Straight Truck	4/1/03	20.28	162.24	811.20	30.42
Drivers	4/1/04	20.68	165.44	827.20	31.02
	4/1/05	21.08	168.64	843.20	31.62
	4/1/06	21.53	172.24	861.20	32.295
	4/1/07	22.03	176.24	881.20	33.045
Hi-Lo	4/1/03	20.07	160.56	802.80	30.105
Operators	4/1/04	20.47	163.76	818.80	30.705
	4/1/05	20.87	166.96	834.80	31.305
	4/1/06	21.32	170.56	852.80	31.98
	4/1/07	21.82	174.56	872.80	32.73
Helpers	4/1/03	19.945	159.56	797.80	29.9175
Platform Men	4/1/04	20.345	162.76	813.80	30.5175

	<i>Eff</i>	<i>Hourly</i>	<i>Wage/Day</i>	<i>Weekly</i>	<i>Time & 1/2</i>
	<i>Date</i>	<i>Rate</i>	<i>(Mon. Fri)</i>	<i>(Mon. Fri.)</i>	<i>Per Hr</i>
Checkers &	4/1/05	20.745	165.96	829.80	31.1175
Warehousemen	4/1/06	21.195	169.56	847.80	31.7925
	4/1/07	21.695	173.56	867.80	32.5425

Night Rates

	<i>Eff</i>	<i>Hourly</i>	<i>Wage/Day</i>	<i>Weekly</i>	<i>Time & 1/2</i>
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	<i>Date</i>	<i>Rate</i>	<i>(Mon. Fri)</i>	<i>(Mon. Fri.)</i>	<i>Per Hr</i>
Tractor	4/1/03	20.505	164.04	820.20	30.7575
Trailer	4/1/04	20.905	167.24	836.20	31.3575
Driver	4/1/05	21.305	170.44	852.20	31.9575
	4/1/06	21.755	174.04	866.20	32.4825
	4/1/07	22.155	177.24	886.20	33.2325
Straight	4/1/03	20.405	163.24	816.20	30.6075
Truck	4/1/04	20.805	166.44	832.20	31.2075
Drivers	4/1/05	21.205	169.64	848.20	31.8075
	4/1/06	21.655	173.24	866.20	32.4825
	4/1/07	22.155	177.24	886.20	33.2325
Hi-Lo	4/1/03	20.195	161.56	807.80	30.2925
Operators	4/1/04	20.595	164.76	823.80	30.8925
	4/1/05	20.995	167.96	839.80	31.4925
	4/1/06	21.445	171.56	857.80	32.1675
	4/1/07	21.945	175.56	877.80	32.9175
Helpers	4/1/03	20.07	160.56	802.80	30.105
Platform Men	4/1/04	20.47	163.76	818.80	30.705
Checkers &	4/1/05	20.87	166.96	834.80	31.305
Warehousemen	4/1/06	21.32	170.56	852.80	31.98
	4/1/07	21.82	174.56	872.80	32.73

Section 1. New Entry Rates

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

- (a) Effective first (1st) day of employment — 75% of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year — 80% of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months — 90% of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years — 100% of the current rate.

The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all wage cost-of-living adjustments under this Agreement.

City and Combination Casuals	Hourly Paid
Effective April 1, 2003	\$17.185
Effective April 1, 2004	17.525
Effective April 1, 2005	17.865
Effective April 1, 2006	18.2475

Effective April 1, 2007 ————— 18.6725

Dock Casual Employees ————— Hourly Paid

Effective April 1, 2003 ————— \$15.25

Effective April 1, 2004 ————— 15.50

Effective April 1, 2005 ————— 15.75

Effective April 1, 2006 ————— 16.00

Effective April 1, 2007 ————— 16.00

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 807

Day Rates

	<i>Eff</i>	<i>Hourly</i>	<i>Wage/Day</i>	<i>Wage-5Days</i>	<i>O/T</i>
	<i>Date</i>	<i>Rate</i>	<i>(Mon.-Fri.)</i>	<i>(Mon.-Fri.)</i>	<i>Per Hr</i>
Tractor Trailer	4/1/08	22.73	181.84	909.20	34.10
Drivers	4/1/09	23.13	185.04	925.20	34.70
Tandem Equip.	4/1/10	23.58	188.64	943.20	35.37
and Switchers	4/1/11	23.98	191.84	959.20	35.97
	4/1/12	24.43	195.44	977.20	36.65
Straight Truck	4/1/08	22.63	181.04	905.20	33.95
Drivers	4/1/09	23.03	184.24	921.20	34.55
	4/1/10	23.48	187.84	939.20	35.22
	4/1/11	23.88	191.04	955.20	35.82
	4/1/12	24.33	194.64	973.20	36.50
Hi-Lo	4/1/08	22.42	179.36	896.80	33.63
Operators	4/1/09	22.82	182.56	912.80	34.23
	4/1/10	23.27	186.16	930.80	34.91
	4/1/11	23.67	189.36	946.80	35.51
	4/1/12	24.12	192.96	964.80	36.18
Helpers,	4/1/08	22.29	178.344	891.72	33.44
Platform Men,	4/1/09	22.693	181.544	907.72	34.04
Checkers &	4/1/10	23.14	185.144	925.72	34.71
Warehousemen	4/1/11	23.54	188.34	941.72	35.31
	4/1/12	23.99	191.94	959.72	35.99

Night Rates

	<u>Eff</u> <u>Date</u>	<u>Hourly</u> <u>Rate</u>	<u>Wage/Day</u> <u>(Mon.-Fri.)</u>	<u>Wage-5Days</u> <u>(Mon.-Fri.)</u>	<u>O/T</u> <u>Per Hr</u>
Tractor Trailer	4/1/08	22.855	182.84	914.20	34.28
Drivers	4/1/09	23.255	186.04	930.20	34.88
Tandem Equip.	4/1/10	23.705	189.64	948.20	35.56
and Switchers	4/1/11	24.105	192.84	964.20	36.16
	4/1/12	24.555	196.44	982.20	36.83
Straight Truck	4/1/08	22.755	182.04	910.20	34.13
Drivers	4/1/09	23.155	185.24	926.20	34.73
	4/1/10	23.605	188.84	910.20	34.13
	4/1/11	24.005	192.04	960.20	36.01
	4/1/12	24.455	195.64	978.20	36.68
Hi-Lo	4/1/08	22.545	180.36	901.80	33.82
Operators	4/1/09	22.945	183.56	917.80	34.42
	4/1/10	23.395	187.16	935.80	35.09
	4/1/11	23.795	190.36	951.80	35.69
	4/1/12	24.245	193.96	969.80	36.37
Helpers,	4/1/08	22.418	179.34	896.72	33.63
Platform Men,	4/1/09	22.818	182.54	912.72	34.23
Checkers &	4/1/10	23.268	186.14	930.72	34.90
Warehousemen	4/1/11	23.668	189.34	946.72	35.50
	4/1/12	24.118	192.94	964.72	36.18

Section 1. New Entry Rates

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

- (a) Effective first (1st) day of employment – seventy percent (70%) of the current rate.**
- (b) Effective first (1st) day of employment plus one (1) year – seventy-five percent (75%) of the current rate.**
- (c) Effective first (1st) day of employment plus two (2) years -eighty percent (80%) of the current rate.**
- (d) Effective first (1st) day of employment plus three (3) years – one hundred percent (100%) of the current rate.**

Effective April 1, 2008, all CDL Qualified (and Mechanic) employees hired on or after that date and employees that are in progression shall receive the following hourly and/or mileage rates of pay:

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

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

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

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

The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

<u>City and Combination Casuals—</u> <u>CDL Qualified Casuals</u>	<u>Hourly Paid</u> <u>Hourly Paid</u>
Effective April 1, 2003 <u>2008</u>	\$17.185— <u>\$19.0725</u>
Effective April 1, 2004 <u>2009</u>	17.525— <u>19.3925</u>
Effective April 1, 2005 <u>2010</u>	17.865— <u>19.7525</u>
Effective April 1, 2006— <u>2011</u>	18.2475— <u>20.0725</u>
Effective April 1, 2007— <u>2012</u>	18.6725— <u>20.4325</u>

Dock Casual Employees— Hourly Paid

Effective April 1, 2003 2008	————— \$15.25
Effective April 1, 2004 2009	————— 15.50
Effective April 1, 2005 2010	————— 15.75
Effective April 1, 2006 2011	————— 16.00
Effective April 1, 2007 2012	————— 16.00

Non CDL Dock Casual Employees Hired prior to 4-1-08
\$16.00 per hour for the duration of the Agreement

Non CDL Dock Casual Employees Hired after 4-1-08
\$14.00 per hour for the duration of the Agreement

SCHEDULE “B”
LOCAL 202 HEALTH, WELFARE AND
PENSION FUNDS

1. Health, Welfare and Pension

~~Effective as of August 1, 2003, the Employer agrees to contribute \$10.205 per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed \$81.64 per day per employee, to the Trustees of the Local 202 Health, Welfare and Pension Funds.~~

~~2. Effective as of August 1, 2004, the Employer agrees to contribute \$10.805 per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed \$86.44 per day per employee, to the Trustees of the Local 202 Health, Welfare and Pension Funds.~~

~~3. Effective as of August 1, 2005, the Employer agrees to contribute \$11.405 per hour for each and every hour paid for, including Saturdays, Sundays and holidays and vacations and other days not worked, but paid for under this contract, not to exceed \$91.24 per day per employee, to the Trustees of the Local 202 Health, Welfare and Pension Funds.~~

~~4. Effective as of August 1, 2006, the Employer agrees to contribute \$12.005 per hour for each and every hour paid for, including Saturdays, Sundays and holidays and vacations and other days not worked, but paid for under this contract, not to exceed \$96.04 per day per employee, to the Trustees of the Local 202 Health, Welfare and Pension Funds.~~

~~5. Effective as of August 1, 2007, the Employer agrees to contribute \$12.705 per hour for each and every hour paid for, including Saturdays, Sundays and holidays and vacations and other days not worked, but paid for under this contract, not to exceed \$101.64 per day per employee, to the Trustees of the Local 202 Health, Welfare and Pension Funds.~~

~~Effective August 1, 2003, the Supplemental Negotiating Committees shall allocate \$24.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~Effective August 1, 2004, the Supplemental Negotiating Committees shall allocate \$24.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~Effective August 1, 2005, the Supplemental Negotiating Committees shall allocate \$24.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~Effective August 1, 2006, the Supplemental Negotiating Committees shall allocate \$24.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~Effective August 1, 2007, the Supplemental Negotiating Committees shall allocate \$28.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.~~

~~6. It is agreed between the Employer and the Union, that should the Employer fail to comply with the terms of this Article, that the Union shall have the right to order a work stoppage of the employees of the Employer, and that such work stoppage shall not be a breach of this Labor Contract.~~

SCHEDULE "B"
LOCAL 282 LABOR AND MANAGEMENT
PENSION AND WELFARE TRUST FUNDS

1. Health, Welfare and Pension

Effective as of August 1, 2003, **2008** the Employer agrees to contribute ~~\$10.205~~ **\$13.705** per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed ~~\$81.64~~ **\$109.64** per day per employee, to the Trustees of the Local 282 Labor and Management Pension and Welfare Trust Funds.

2. Effective August 1, 2004, **2009** the Employer agrees to contribute ~~\$10.805~~ **\$14.705** per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed ~~\$86.44~~ **\$117.64** per day per employee, to the Trustees of the Local 282 Labor and Management Pension and Welfare Trust Funds.

3. Effective as of August 1, 2005, **2010** the Employer agrees to contribute ~~\$11.405~~ **\$15.705** per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed ~~\$91.24~~ **\$125.64** per day per employee, to the Trustees of the Local 282 Labor and Management Pension and Welfare Trust Funds.

4. Effective as of August 1, 2006, **2011** the Employer agrees to contribute ~~\$12.005~~ **\$16.705** per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed ~~\$96.04~~ **\$133.64** per day per employee, to the Trustees of the Local 282 Labor and Management Pension and Welfare Trust Funds.

5. Effective as of August 1, 2007, **2012** the Employer agrees to contribute ~~\$12.705~~ **\$17.705** per hour for each and every hour paid for, including Saturdays, Sundays, holidays and vacations and other days not worked, but paid for under this contract, not to exceed ~~\$101.64~~ **\$141.64** per day

per employee, to the Trustees of the Local 282 Labor and Management Pension and Welfare Trust Funds.

Effective August 1, ~~2003~~, 2008 the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ \$40.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2004~~, 2009 the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ \$40.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2005~~, 2010 the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ \$40.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2006~~, 2011 the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ \$40.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

~~Effective August 1, 2007, the Supplemental Negotiating Committees shall allocate \$28.00 per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.~~

~~The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.~~

~~6. It is agreed between the Employer and the Union that should the Employer fail to comply with the terms of this Article, that the Union shall have the right to order a work stoppage of the employees of the Employer, and that such work stoppage shall not be a breach of this Labor Contract.~~

SCHEDULE "B" **LOCAL 445 HEALTH, WELFARE & PENSION**

~~A. It is understood and agreed that all paid holidays and all paid vacations each year as are contained in this Agreement shall be considered time worked and such contributions shall be made to the Fund on behalf of all such employees.~~

~~B. The Employer agrees to remit monthly the amount of contribution payable to the Fund on behalf of all employees, as well as the appropriate forms provided by the Union to the Employer indicating in detail all of the information requested thereon, as specified in Article 58. The Employer shall remit and pay the sums referred to herein not later than the tenth (10th) day of the current month for the preceding month's payroll.~~

~~C. The Trustees of the Local 445 Welfare Fund hereinabove referred to are those designated under the Agreement and Declaration of Trust of the Fund including all amendments thereto and are herein specifically incorporated by reference.~~

~~The contribution paid to the Local 445 Welfare Fund shall be used to provide social insurance and other benefits for the eligible employees and their dependents as might from time to time be determined by the Trustees of the Fund, as well as all expenses of the administration of the Fund. The phrase "eligible employees" may be deemed to include employees of the Fund, employees of the Union, retired employees and disabled employees, subject to the rules and regulations promulgated by the Trustees.~~

~~D. Failure on the part of the Employer to pay the Trustees of the Fund the amounts due from him (or it) shall be deemed a breach of this Agreement by the Employer, and the Union shall have the right to enforce the collection thereof from the Employer in the same manner as payment of wages directly due the employees of the Employer.~~

~~Nothing contained herein shall restrict the Union's right to take economic action for failure on the part of the Employer to make the contributions referred to herein.~~

SCHEDULE "B"
LOCALS 478, 560, 617 & 641 HEALTH,
WELFARE AND PENSION

SCHEDULE "B"
LOCALS 445, 478, 560, 617 & 641 HEALTH,
WELFARE AND PENSION

A. The Employer shall participate in the respective Welfare and Pension Funds of each of said Locals. To provide the benefits prescribed by the Trustees of each of said Funds, the Employer shall contribute to said Funds as follows:

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

In instances where a driver is worked by the Company in any workweek in excess of (52) fifty-two hours whereby such employee is deprived of health insurance coverage, the Employer shall be required to make the necessary Health & Welfare contribution to insure the employee's eligibility.

In addition, if a P&D driver is worked by the Company in any workweek in excess of (52) fifty-two hours, the Employer shall be required to make the necessary Pension contribution for the fifth day.

1. Effective August 1, ~~2003, 2008~~ ~~\$10.205~~ **\$13.705** per hour for every hour for which an employee receives wages, with a maximum of ~~\$81.64~~ **\$109.64** per day. Payments shall be made for the first forty (40) hours for which an employee receives wages each week including paid holidays, paid vacations and paid sick days.

2. Effective August 1, ~~2004, 2009~~, the above contribution rates shall be increased to ~~\$10.805~~ **\$14.705** per hour, with a maximum of ~~\$86.44~~ **\$117.64** per day.-

3. Effective August 1, ~~2005, 2010~~, the above contribution rates shall be increased to ~~\$11.405~~ **\$15.705** per hour, with a maximum of ~~\$91.24~~ **\$125.64** per day.

4. Effective August 1, ~~2006, 2011~~, the above contribution rates shall be increased to ~~\$12.005~~ **\$16.705** per hour, with a maximum of ~~\$96.04~~ **\$133.64** per day.

5. Effective August 1, ~~2007- 2012~~, the above contribution rates shall be increased to ~~\$12.705~~ **\$17.705** per hour, with a maximum of ~~\$101.64~~ **\$141.64** per day.

Effective August 1, ~~2003, 2008~~ the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2004, 2009~~ the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2005, 2010~~ the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$ 40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2006, 2011~~ the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2007, 2012~~ the Supplemental Negotiating Committees shall allocate ~~\$28.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.

B. The Employer agrees to remit monthly the amount of contribution payable to the Fund on behalf of all employees, as well as the appropriate forms provided by the Union to the Employer indicating in detail all of this information requested thereon as specified in Article 58. The

Employer shall remit and pay the sums referred to herein not later than the tenth (10th) day of the current month for the preceding month's payroll.

C. The Trustees of the respective Funds shall have the right to accept the Unions and the Funds themselves as employers for the purpose of providing coverage and to cover the employees for pension and welfare benefits.

D. The Trustees of the respective Funds are empowered to continue existing, and to establish new rules and regulations from time to time with regard to eligibility and benefit requirements, the right of the employees there-under, and the administrative procedures.

E. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquency, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquency.

SCHEDULE "B"
LOCAL 707 HEALTH, WELFARE AND
PENSION

The Employer agrees to be bound by and to become a party to the Declaration of Trust governing the Road Carriers Local 707 Welfare Fund and the Road Carriers Local 707 Pension Fund and will sign a copy of the said Declaration of Trust immediately upon request by the Union. The Employer shall contribute the rates per hour as specified below to the Road Carriers Local 707 Welfare and Pension Funds:

Effective August 1, 2003 2003 2008	\$10.205 \$13.705 per hour
Effective August 1, 2004 2004 2009	\$10.805 \$14.705 per hour
Effective August 1, 2005 2005 2010	\$11.405 \$15.705 per hour
Effective August 1, 2006 2006 2011	\$12.005 \$16.705 per hour
Effective August 1, 2007 2007 2012	\$12.705 \$17.705 per hour

Effective August 1, 2003, ~~2003~~ **2008** the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, 2004, ~~2004~~ **2009** the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, 2005, ~~2005~~ **2010** the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, 2006, **2011** the Supplemental Negotiating Committees shall allocate \$24.00 **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, 2007, **2012** the Supplemental Negotiating Committees shall allocate \$28.00 **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.

Contributions shall be made for each and every hour paid for to employees including regular days, Saturdays, Sundays, holidays, vacations, and sick days, whether worked or not, but subject to a maximum of eight (8) hours for each day.

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

In instances where a driver is worked by the Company in any workweek in excess of (52) fifty-two hours whereby such employee is deprived of health insurance coverage, the Employer shall be required to make the necessary Health & Welfare contribution to insure the employee's eligibility.

In addition, if a P&D driver is worked by the Company in any workweek in excess of (52) fifty-two hours, the Employer shall be required to make the necessary Pension contribution for the fifth day.

The aforesaid contributions shall be used by the Trustees for the purposes and uses set forth in the Declaration of Trust governing said Trust Fund.

In the event that an Employer has been delinquent in the payment of Welfare and Pension Fund contributions, the employees may, at the election of the Union, withhold their labor until such time as the Employer has eliminated the delinquency and the Employer shall be responsible to the employees for the loss of all wages, and other benefits sustained by the employees, by reason of their withholding of their labor from the delinquent Employer.

Whenever the employees exercise the right prescribed in this provision, it shall not constitute a violation of Article 46, Section 1.

In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquency, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquency.

SCHEDULE "B"
LOCAL 807 – HEALTH, WELFARE AND
PENSION FUNDS

A. The Employer shall participate in the Local 807 Labor- Management Health and Pension Funds ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer periodically shall contribute to the Funds, effective August 1, ~~2003-2008~~ \$10.205 **\$13.705** per hour per employee for every hour paid for, with a maximum of ~~\$81.64~~ **\$109.64** per day, including regular days, Saturdays, Sundays, Vacation Days, Holidays and Sick Days (whether worked or not).

The above contributions shall be increased to ~~\$10.805~~ \$14.705 per hour per employee for every hour paid for, with a maximum ~~\$86.44~~ **\$117.64** per day effective August 1, ~~2004~~ 2009.

The above contributions shall be increased to ~~\$11.405~~ \$15.705 per hour per employee for every hour paid for, with a maximum ~~\$91.24~~ **\$125.64** per day effective August 1, ~~2005~~ 2010.

The above contributions shall be increased to ~~\$12.005~~ \$16.705 per hour per employee for every hour paid for, with a maximum ~~\$96.04~~ **\$133.64** per day effective August 1, ~~2006~~ 2011.

The above contributions shall be increased to ~~\$12.705~~ \$17.705 per hour per employee for every hour paid for, with a maximum ~~\$101.64~~ **\$141.64** per day effective August 1, ~~2007~~ 2012.

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

In instances where a driver is worked by the Company in any workweek in excess of (52) fifty-two hours whereby such employee is deprived of health insurance coverage, the Employer shall be required to make the necessary Health & Welfare contribution to insure the employee's eligibility.

In addition, if a P&D driver is worked by the Company in any workweek in excess of (52) fifty-two hours, the Employer shall be required to make the necessary Pension contribution for the fifth day.

Effective August 1, ~~2003-2008~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2004-2009~~, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2005~~ **2010**, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2006~~ **2011**, the Supplemental Negotiating Committees shall allocate ~~\$24.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, ~~2007~~ **2012**, the Supplemental Negotiating Committees shall allocate ~~\$28.00~~ **\$40.00** per week or its equivalent between the Pension and Health & Welfare Funds within the area of the Joint National Master Committee.

The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.

B. Health contributions to be deposited in a separate account, not to be used for other purpose than Health Fund purposes.

C. Pension contributions to be deposited in a separate account, not to be used for other purpose than Pension Fund purposes.

D. The Trustees of the Health and Pension Funds shall be those persons now acting as Trustees, or their duly designated successors.

1. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

2. The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

3. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility, distribution of health and pension funds and the rights of employees there under. The Trustees shall also set forth the rules and provisions governing the administration of the Funds. In the event the Trustees do not agree on rules covering the foregoing, then in that event a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees shall be binding upon the parties hereto.

4. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

E. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the

administrator, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled, withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all employees, both Union and non-union, who have worked in the preceding quarter in all classifications, covered by this Agreement and such statement shall set forth the contributions made on behalf of such employees. The Funds administrator on his own motion, or at the request in writing of any Employer, party to the Agreement, shall have the right to inspect the books and/or records relative to such statement and to interview all employees of the Employer. The administrator shall forthwith report in writing the results of any such inspection or interview.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, ~~2003-2008~~, to be effective as of April 1, ~~2003-2008~~, except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEES:

**NEW JERSEY-NEW YORK UNION
NEGOTIATING COMMITTEE**

~~Ernie Soehl, Local 701~~

Kevin McCaffrey, Local 707

Chairman

~~Fred Smit, Local 445~~

~~William Berger, Local 445~~

~~James Majoeha, Local 478~~

~~Harold Welsh, Local 478~~

Anthony Valdner, Local 560

Charles D'Angelo, Local 560

~~James Bartolomeo, Local 560~~

~~Thomas McGinley, Local 560~~

~~William Cunningham, Local 641~~

~~Anthony Artificio, Local 641~~

Ernie Soehl, Local 701

~~Donato DeSanti, Local 701~~

~~Kevin McCaffrey, Local 707~~

~~Vincent Cangelosi, Local 707~~

William Turis, Local 807

~~Danny Gallo, Local 807~~

~~Kevin Brudie, Local 807~~

**NEW JERSEY-NEW YORK EMPLOYER
NEGOTIATING COMMITTEE**

Lamar Beinhower

Nick Picarello

Chairman

Mike Thompson

John Novak

Mike Sealzo

**TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE**

James P. Hoffa, Chairman

Phil Young, Co-Chairman

Danny L. Barton	Ken Bryant
Randy Cammack	Keith E. Clavin
Chuck Crawley	Billy D. Cullen
Patrick W. Flynn	Johnny Gabriel
Ronald M. Jenkins	Tyson Johnson
Charles W. Knight	Walter A. Lytle
Chuck Mack	Kevin McCaffrey
Dan McKay	Stuart B. Mundy
Robert Paffenroth	Frank Perkins
Henry B. Perry, Jr.	Carlos Ramos II
Carlow Scalf	Tony Scott
Lester A. Singer	Bradley D. Slawson, Sr.
W. C. "Willie" Smith	Ernie Soehl
Ron Stephens	Waymond B. Stroud, Sr.
Gordon A. Sweeton	Ralph J. Taurone
Daniel A. Virtue	Robert D. Younger
Fred E. Zuckerman	

**TMI Division,
Motor Freight Carriers Assoc., Inc.**

Kermit Scarborough, Co-Chairman

John Dale, Co-Chairman

Jack Ferrone, Co-Chairman

Gary Behling	Lamar Beinhower
Les Blalock	Larry Christon
John Coulson	Bob Davidson
Hal Franke	Pete Hassler

~~Mike McMillan~~ — ~~Roger Morrison~~
~~John Novak~~ — ~~Matt Oglesby~~
~~A. J. Phillips~~ — ~~Gordon Ringberg~~
~~Hugh Roberts~~ — ~~Jim Roberts~~
~~Mark Rodgers~~ — ~~Mike Scalzo~~
~~Phil Stanoch~~ — ~~Dan Thomas~~
~~Len Waldo~~

IN WITNESS HEREOF the undersigned do duly execute The National Master Freight Agreement and Supplemental Agreement (and Riders, if any) set forth herein.

FOR THE UNION

Local Union No. _____ affiliate of International Brotherhood of Teamsters.

BY: _____
(Signed)

TITLE: _____

FOR THE COMPANY

Company: _____

Home Office Address:

(Street)

(City) (State)

BY: _____
(Signed)

(Title)

(Date Signed)