

**Philadelphia, Pennsylvania
and Vicinity
Supplemental
Agreement**

**Covering
Local Cartage and Over-the-Road
For the Period of
April 1, ~~2003~~2008
Through
March 31, ~~2008~~ 2013**

**PHILADELPHIA, PENNSYLVANIA & VICINITY
LOCAL CARTAGE AND OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT
For the Period:
April 1, ~~2003~~ 2008 to March 31, ~~2008~~ 2013**

Agreement by and between undersigned Employer Association or Employer, as applicable (hereinafter "Employer"), and Highway Truck Drivers and Helpers, Local No. 107, Teamsters, Local No. 312, General Teamsters Local No. 326, Chauffeurs, Teamsters and Helpers Local No. 331, Truck Drivers, Chauffeurs and Helpers, Local No. 384, General Teamsters, Chauffeurs, Helpers and Yardmen, Local No. 470, Food Drivers, Helpers and Warehouse Employees, Local No. 500, and Truck Drivers and Helpers, Local No. 676 (hereinafter "Union"), all of whom are affiliated with both the Eastern Region of Teamsters and the International Brotherhood of Teamsters.

This Local Cartage and Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2003~~2008 through March 31, ~~2008~~2013, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered - *No Change*

Section 2. Employees Covered - *No Change*

Section 3. Local Operations

(a) This Agreement shall cover all local dock work or city pickup and delivery service and local operations within a radius of forty (40) miles. Road drivers shall not be permitted to perform dock work or city pickup and delivery service except as specifically permitted in this Agreement.

(b) 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.

(c) The prevailing Local City Cartage Agreement shall govern all wages and conditions on runs exclusively within a radius of forty (40) miles from the Employer's terminal for those Companies whose terminal is located outside of the City of Philadelphia. The forty (40) mile radius for those Companies whose terminal is located in the City of Philadelphia shall be measured from City Hall.

(d) Notwithstanding any other provisions of this Section 3, in the area between a twenty (20) mile radius and a forty (40) mile radius, an over-the-road driver en route to a Philadelphia area terminal shall be allowed to make a delivery of freight. Such over-the-road driver shall, in addition, be allowed to drop a full trailer load of freight and pick up an empty trailer and proceed into the terminal. The same en route pickup and delivery procedure applies in the same area when an over-the-road driver is dispatched outbound from the Philadelphia area terminal.

An over-the-road driver will not be permitted to pick up or deliver or to drop trailers within a twenty (20) mile radius as defined in (c) above except the Employer and the Local Union involved may mutually agree to specific exceptions to the above. Failure to agree, the matter shall be referred to the Philadelphia Supplemental Negotiating Committee. If not resolved, the matter will be referred to the Eastern Region Joint Area Committee. A road driver en route to or from a Philadelphia area terminal shall be allowed to deliver or pick up freight, drop or pick up trailers within the twenty (20) mile radius, provided that such work is new business as of April 1, 1994. The Employer shall notify the Local Union involved if and when this becomes an established practice.

(e) The Local Unions and Transport Employers Association shall establish a Local Cartage Committee, which, upon written proposal from any Local Union or Local Cartage Carrier, shall be empowered to resolve problems and issues peculiar to the competitive situation of such Local Cartage Carriers. Such Local Cartage Committee shall be comprised of an equal number of union representatives and employer representatives. The Committee shall adopt rules and procedures for the implementation of this paragraph.

(f) Any reference to radius mile is intended to mean air mile.

(g) Subcontracting

The signatory parties to this agreement recognize that subcontracting is a very important contractual issue. Violation through intentional subterfuge for the purpose of defeating the Labor

Agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight. Recognizing the significance of this issue, the parties agree to establish a Philadelphia Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The Philadelphia Supplemental Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairmen, or their designees, of the Philadelphia Supplemental Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an as needed basis, to resolve disputes of this Article. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include: tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor; tendering freight to a subcontractor that knowingly will not be attempted to delivery on the day subcontracted; failure to add employees to the seniority list. **There shall be no postponements of grievances filed under this Article.**

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute. The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of: (1) preserving work and job opportunities for the employees covered by this Agreement; (2) protecting the standards of employment covered by this Agreement; and (3) recapturing lost job opportunities; all to the maximum extent legally possible. (A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement; (B) provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and conditions of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract including the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the

Local grievance machinery provided in this Agreement, for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

The principle of each carrier's past practice shall be considered in applying this Article. The principle of "past practice" is intended to mean the specific subcontractor utilized. A subcontractor that has and is being utilized is covered by the term past practice. Any new subcontractor must be in compliance with the terms of this Article. The term "past practice" is not intended to define the scope of the operation.

ARTICLE 41. ABSENCE - *No Change*

ARTICLE 42. SENIORITY

Section 1.

Seniority rights for employees shall prevail.

(a) REGULAR EMPLOYEE - An employee who has obtained seniority with the Employer.

(b) A casual employee will be placed in probationary status after working sixty (60) days from his first day worked. The probationary employee after working thirty (30) days within the next sixty (60) working days shall be placed on the seniority list as of the first day worked in the probationary period. If the new hire rate is not implemented within ten (10) working days, the Company shall not deduct overpayment from employees. The probationary employee may be terminated without further recourse, provided, however, that the Employer may not terminate for the purpose of evading this contract. The Local Union shall be advised by the Employer of all probationary employees and must further be notified in writing of the termination of any probationary employee. **A company having more than one (1) probationary employee working at the same time shall work probationary employees in the order they started.**

(c) A probationary employee who is terminated during the probationary period and is worked two (2) or more days at any time within the next twelve (12) months at the Employer's location within the jurisdiction of the Local Union shall be added to the seniority list with a seniority date as of the first day the probationary employee is again worked.

~~(d) A casual employee may elect not to accept probationary status. Any casual waiver form must be signed by the Employer, the employee and an official of the Union. The employee shall have the option to withdraw the waiver at any time. Such request must be made in writing to both the Local Union and the Employer involved.~~

Section 2. - No Change

Section 3.

(a) All regular runs (except those “House Concerns” with original drivers) positions, starting times, classifications and shifts are subject to seniority and shall be posted for bids for a period of not less than seven (7) calendar days. The Employer shall not post starting times, which are less than thirty (30) minutes apart. Posting shall be in a conspicuous place so that all eligible employees will receive notice of a vacancy, run or position open for bid, and such posting of bids shall be made not more than twice each calendar year. Vacancies, new runs, new positions shall be posted for bid immediately, unless otherwise mutually agreed upon. Peddle runs shall be subject to bidding provided driver is qualified.

(b) All starting times, routes and classifications for employees of a common carrier shall be posted for bids and qualified employees, in seniority order, shall bid on such starting times and classifications. For the purpose of employees signing in seniority order, the steward may assist the Company in the bidding procedure. All posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy or starting time bid. Such posting of bids shall be made not more than twice each calendar year. Vacancies, new starting times and new classifications shall be posted for bid immediately, unless otherwise mutually agreed upon. Such posting of bids must be posted at least once each calendar year and cannot be posted more than twice each calendar year.

(c) There shall be a mutually established procedure at each private and contract carrier regarding starting times, call times, etc.

(d) A minimum of ninety percent (90%) of all regular city employees shall have a regular established starting time, subject to change only if mutually agreed upon after once established, except the Employer shall have the right to change starting time with one (1) week’s notice to the Union. A regular established starting time is defined as not varying by more than three (3) hours. The Employer may bring in the remaining ten percent (10%) of the men prior to the regular starting time provided that this is not done with regularity. If with regularity and with sufficient work to accomplish a week’s work, such starting time has to be posted for bid at that time.

(e) It is understood that any layoff will be in seniority order. If work develops and such laid off employee: (a) is called in less than two (2) hours prior to his bid starting time, he shall receive overtime until his regular bid starting time, or (b) is called in less than two (2) hours after his regular bid starting time, he shall be paid from his regular bid starting time.

(f) Where the starting time of an entire shift is to be changed, one (1) week’s notice shall be given except in the event of an Act of God. When the starting time of less than an entire shift is changed, the employee(s) shall be given notice no later than the end of his previous shift.

(g) If an employee is required to report for work before his regular starting time, he shall be paid for such period at the overtime rate applicable for that day. When an employee is called in earlier

than their bid start time the employee must complete their regular bid time to qualify for the up front overtime.

(h) Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference to choose on a permanent basis the job where the rate is highest, and have the choice of day or night shift, provided such employee is qualified for such work. Dispatch assignments shall be at the sole discretion of the Employer, except when more than two (2) drivers are dispatched at the same time. Other than bid, the two (2) most senior employees shall be permitted the choice of dispatch. ~~provided the employee has available hours to complete the work assignment.~~ **Dispatch shall be defined as any work assignment, city, road or dock.** Discrimination shall be subject to the grievance machinery.

(i) When it becomes necessary to reduce the working force, the last man hired in a job classification shall be laid off first, and when the force is again increased, the men are to return to work in the reverse order in which they were laid off according to their seniority roster. If still unemployed on the Monday following the layoff, employees with greater terminal seniority, if qualified, may bump employees with lesser terminal seniority, provided — (1) a city driver shall not have the right to bump a road driver or vice versa and (2) no platform man or helper may bump a city or a road driver.

(j) Where there is a mutual agreement by past practices to the contrary such past practices shall prevail unless mutually agreed to the contrary, then the above shall prevail, except where it is mutually agreed to in the future to have a one (1) seniority board system.

(k) Employer shall notify the steward in advance of layoff or of recall.

Section 4. - No Change

Section 5. - No Change

ARTICLE 43. MAINTENANCE OF STANDARDS - No Change

ARTICLE 44. GRIEVANCE MACHINERY - No Change

ARTICLE 45. DISCHARGE OR SUSPENSION

Section 1.

The Employer shall not discharge nor suspend an employee except for just cause. Except where the provisions of this Article provide for immediate discharge, the Employer shall not suspend or discharge an employee without first having given the Union **contact notice by telephone, or notice by** telegram, mailgram, or fax of its intention to discharge or suspend such employee.

Section 2.

(a) Discharge or suspension must be for just cause, and written notice of such discharge or suspension must be given by the Employer to the employee, and a copy of such written notice given to the Local Union.

(b) Except in cases involving “cardinal” infractions under the applicable Supplemental Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

Non-cardinal intent to discharge cases shall be docketed and scheduled to be heard at the next regularly scheduled Joint State/Supplemental meeting.

In respect to discharge or suspension, the Employer shall give at least one (1) written warning notice of such complaint against such employee to the employee and a copy of same to the Local Union except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is:

1. Calling an unauthorized strike or walkout.
2. Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time).
3. Proven theft or dishonesty. Not applicable to issues of time
4. Unprovoked assault on any person when on duty and on employer property when off duty.
5. Carrying unauthorized passengers in Employer’s vehicle.
6. The provisions of Article 35, Section 3 relating to illegal drug- induced intoxication is hereby incorporated by reference into this Supplemental Agreement. Refusal of the employee to participate in the testing procedure provided therein shall constitute a presumption of drug and/or alcohol induced intoxication and shall constitute the basis for discharge without the issuance of a prior warning letter.
7. Possession of firearms when on duty and when on Employer property while off duty.
8. Tampering with equipment that alters its intended performance.
- 9. A proven Major chargeable accident (after a full investigation) that results in serious bodily injury or death, cargo damage does not apply.**

Section 3. - No Change

Section 4. - No Change

Section 5. - No Change

Section 6. - No Change

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES - No Change

ARTICLE 47. MEAL PERIOD - No Change

ARTICLE 48. SAFETY VIOLATIONS

Section 1. Safety Violations

(a) Whenever employees are required to operate overloaded equipment and are penalized because of such overload, Employer shall bear all cost in connection with such overload penalty and shall pay for all damages assessed against the employees, including accrued overtime for delay and/or lost earning opportunity that he might suffer. **Fifty-three (53) feet trailers shall not be used to peddle freight whenever possible and practical. Employees shall not be required to operate equipment when in violation of the law.**

(b) In the event the employee shall suffer a revocation of his chauffeur's license because of violation of any laws by Employer, Employer shall provide suitable and continued employment for such employee at not less than his regular earnings at the time of revocation of license and the employee shall be reinstated, in the seniority he held, prior to revocation of his driver's license, after his driver's license is restored.

Section 2. Winter Safety Equipment - No Change

ARTICLE 49. PAY PERIOD - No Change

ARTICLE 50. PAID-FOR TIME

Section 1. General - No Change

Section 2. Funeral Leave

(a) In case of death of an employee's spouse, mother, father, sister, brother, or child, such employee shall be allowed not less than two (2) nor more than four (4) days off with pay for attending or making a bona fide effort to attend the funeral. The employee shall be paid for such days off unless the employee is on vacation, leave of absence, bona fide layoff, or while unable to work because of illness or injury. Pay for such days off shall be for eight (8) or ten (10) hours

based on classification for each day at the straight time hourly rate. However, compensation for such days shall not exceed actual earnings lost. **If the funeral services are 350 miles or more away from the employee's residence, the day after the funeral services will be considered as a day of the four (4) day eligibility.**

(b) The relatives designated in (a) of this section shall include brothers and sisters having one parent in common; and those relatives generally called "step," providing persons in such relationship were raised in the same home and have continued an active family relationship.

(c) In the event of the death of grandparents or grandchildren or one mother-in-law and one father-in-law the employee shall be allowed one (1) day off with pay to attend the funeral.

(d) Death Certificate or other satisfactory proof of death must be submitted to the Employer. The employee must be on the seniority list for at least six (6) months to be eligible for the above funeral leave.

Section 3. Injury on the Job - No Change

Section 4. Sick Leave - REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Employees who otherwise qualify for sick leave as provided for in Article 38, having worked or been paid for ~~ninety (90) days~~ **sixty (60) days** in a contract year, may take any unused sick leave as a personal holiday with forty-eight (48) hours notice to and subject to the approval of the Employer, unless otherwise mutually agreed to. The Employer shall respond to such notice within twenty-four (24) hours. Failure to respond to such notice shall be deemed as approval by the Employer. **Employees shall be paid sick days one (1) day at a time when calling out sick or unexcused.**

ARTICLE 51. LOCAL AREA OPERATIONS

Section 1.

(a) The regular workweek in local area operations shall consist of five (5) days of eight (8) hours each, exclusive of the meal period, Monday through Friday except as provided otherwise in this Section.

The Employer may bid four (4) consecutive ten (10) hour days not to exceed a maximum of twenty percent (20%) of the seniority list, Monday through Thursday or Tuesday through Friday.

The Employer may additionally post, for voluntary consideration, four (4) day, ten (10) hour, non-consecutive bids over and above the 90% posting required in Article 42, Section 3 (d).

Cancellation of consecutive ten (10) hour bids will eliminate the ability to voluntarily bid non-consecutive ten (10) hour bids.

(1) **City drivers, forklift operators, riggers and checkers shall all be one rate of pay.**
Compensation shall be at the rate of:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

(2) Entry Rates (New Hires)

Non-CDL Qualified

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

The above progression rates apply to all new hires and to employees who are in progression on the effective date of the contract.

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.

(3) Casual Employees:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Casual employees shall be compensated at the rate of:

A. Combination:

B. Dock-Casual:

(b) Drivers and platform employees may be required to work in excess of their bids in any day of any week but in such event, shall be compensated for each hour worked in excess of their bids in any day or any week at the rate of time and one-half the rate set forth for the particular classification of employees in question. For the purpose of ascertaining the overtime compensation, which an employee is entitled to receive in any week, the number of hours guaranteed, as a day's work shall be counted as hours worked.

(c) Any employee who is called in to work or who starts to work on any day shall be paid for a full day's work of eight (8) hours; provided, that if Union supplies help not having experience in the particular type of work for which supplied, and such help shall prove unsatisfactory after less than eight (8) hours of work, Employer shall be obligated to pay such employee only for time actually worked.

~~The Union shall have the right to file a grievance against Employers who consistently insist that employees work more than two (2) hours overtime a day. This applies to city drivers returning to~~

~~terminals after completing tour of duty as well as all other classifications. **City drivers returning to the terminal that have worked ten (10) or more hours shall not be forced on the dock or back out unless there is no one qualified or left to perform the work.**~~

(d) There shall be no “split shifts.”

~~(4) Orientation Employees~~

~~Orientation employees shall be paid ten dollars (\$10.00) per hour for the life of this Agreement. An orientation employee shall work forty (40) hours of orientation on paperwork, hazardous materials, dispatch procedures, duties of driver, safety, stripping/stacking, etc. Any new applicant who has over one (1) year’s experience in the industry shall work a modified orientation period of time of eight (8) hours at ten dollars (\$10.00).~~

Section 2. Saturday Work - *No Change*

Section 3. Sunday Work - *No Change*

Section 4. - *No Change*

Section 5. - *No Change*

Section 6. - *No Change*

Section 7. Protective Clothing - *No Change*

Section 8. - *No Change*

Section 9. - *No Change*

Section 10. - *No Change*

ARTICLE 52. BREAKBULK AGREEMENT - *No Change*

ARTICLE 53. VACATIONS

Section 1. - *No Change*

Section 2. - *No Change*

Section 3.

(a) The Employer shall have the right to schedule the number of men in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless otherwise mutually agreed to by the Union and the Employer. 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. Subject to the other provisions of this paragraph, vacations shall be scheduled at any time during the eleven (11) months following the anniversary date on which the employee qualifies for such vacation.

(b) A minimum of ten percent (10%) of the total number of ~~employees by classification~~ **Active seniority board** shall be permitted to go on vacation each week **rounded up. (Example: 3.5 = 4)**

(c) As to a man eligible for a 4th, 5th and/or 6th week(s) vacation the Employer shall have the option, after working same out with the Union, of paying the man or having him take the 4th, 5th and/or 6th week(s) off. Where he takes the 4th, 5th and/or 6th week(s) off, the 4th, 5th and/or 6th week(s) vacation need not be consecutive. When the man works the 4th, 5th and/or 6th week(s), the man shall receive his vacation pay plus pay for time worked. The 4th, 5th and/or 6th week(s) of vacation may be taken as individual days, however, the employee must select to do so at the time the vacations are selected. Ample notice must be given by the employee when selecting individual days with the Employer having the right to schedule according to business demands. Vacations may be taken in consecutive weeks provided, however, that as to any employee who is entitled to more than two (2) weeks vacation, the Employer may schedule the weeks in excess of two (2) separate from the other weeks of vacation.

(d) If, in the future, the Employer and Union agree that a manpower shortage has developed, an employee may be required to work during the vacation period, but in such event he shall receive in addition to his earnings for that week the pay to which he would have been entitled had he been on vacation.

(e) If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's pay at the straight time rate in lieu thereof.

Section 4. - *No Change*

Section 5.

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

Employees out on a long-term disability such as workers compensation/illness shall not lose his/her earned vacation.

ARTICLE 54. HOLIDAYS

Section 1.

(a) Regular employees shall not be required to work and shall be paid eight (8) hours' pay at the straight time hourly rate for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. ~~In addition to the above named holidays, a regular employee, after he has worked thirty (30) days in a calendar year, may qualify for four (4) Personal Holidays.~~ **Active seniority employees with more than one (1) year seniority or a non-active seniority employee which has one (1) year seniority who has worked thirty (30) days in the previous year shall be entitled to use personal days January 1st, of each year.** All qualified personal days unused as of December 31 will be paid in the pay week of January 15.

Seniority employees with less than one (1) year of seniority and non-active seniority employees who did not qualify as above stated must work thirty (30) days in a calendar year in order to qualify for personal holidays.

(1) Employees working four (4) ten (10) hour days shall receive ten (10) hours holiday pay if holiday falls on a bid workday.

(b) An employee shall be required to give the Employer at least forty-eight (48) hours' notice of his intent to take such Personal Holiday(s). The selection of the Personal Holiday(s) shall be subject to the approval of the Employer. The Employer shall respond to such notice within twenty-four (24) hours. Failure to respond to such notice shall be deemed as approval by the Employer. An employee shall not be eligible for a Personal Holiday while on layoff unless he notifies Employer of his intent to take his Personal Holiday at time of layoff. It is understood and agreed that the Personal Holiday shall be paid in the same manner as the other holidays set forth in this Agreement. The Employer agrees to allow a minimum of at least one (1) employee from each classification to take a personal holiday on any day of the week for terminals under thirty (30) employees on the seniority list, and a minimum of two (2) employees for terminals thirty (30) or more employees on the seniority list.

(c) (1) Those Employers whose employees are represented by Local Union No. 500 shall substitute another personal holiday for Christmas Eve, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty-eight (48) hours' notice of his intent to take such personal holiday. The selection of the additional personal holiday shall be subject to the approval of the Employer.

(2) Those Employers who are party to the Fuel Oil Rider with Local Union No. 107 shall substitute Election Day, the first Tuesday in November, for Christmas Eve, the latter being an ordinary workday for such employees.

(3) Those Employers, members of Transport Employers Association, who are in the Wholesale Drug Industry, shall substitute a personal holiday for Christmas Eve, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty-eight (48) hours' notice of his intent to take such personal holiday. The selection of the additional personal holiday shall be subject to the approval of the Employer.

(d) Those Employers whose employees are represented by Local Union No. 500, which are in the food industry including meat and meat by-products and other perishables, shall substitute an additional Personal Holiday for Good Friday, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty-eight (48) hours' notice of his intent to take a Personal Holiday. The selection of the additional Personal Holiday shall be subject to the approval of the Employer.

(e) For private carriers whose trucking is incidental to their primary business it is agreed that such Employers shall have the right to substitute their inside holidays where they differ from the named holidays herein for certain named holidays. This provision will enable the Employer to match holidays so that the inside holidays which control the trucking operation will prevail.

(f) Employers other than those referred to in (d) and (e) of this Section shall have the option with the approval of a majority of the employees involved and the Local Union to substitute four (4) of the above-listed holidays.

Section 2. - *No Change*

Section 3. - *No Change*

Section 4. - *No Change*

Section 5. - *No Change*

Section 6. - *No Change*

ARTICLE 55. HEALTH AND WELFARE AND LIFE INSURANCE

Section 1.

The Employer will contribute to the Health and Welfare Fund in the manner described in the Sections below.

Section 2.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 3.

The contributions referred to above shall cover health, welfare and life insurance benefits.

Section 4.

~~(a) Contributions shall be made as set forth in Section 2 above for each day worked for each regular, probationary, extra, part time, or casual employee covered by this Agreement on the Employer's payroll, to the maximum of eight (8) or ten (10) hours per day or forty (40) hours per week.~~ **The employer shall contribute on the first forty (40) hours worked for employees in the local area operations. Road drivers shall be paid on mileage basis, the number of hours of contribution shall be determined by dividing the employee's earnings by the current hourly rate not to exceed forty (40) hours a week.**

In the event a local area operation employee breaks his weekly guarantee, he shall only be paid eight (8) hours per day contributions for any days worked in that workweek. Any and all paid, or mutually agreed upon time off shall not constitute any employee breaking his weekly guarantee.

(b) Contributions shall also be made as set forth in Section 2 above for each regular employee for each day paid for pursuant to the terms of this Agreement covering holidays, vacations, and paid sick leave (not worked), to a maximum of eight (8) or ten (10) hours per day or forty (40) hours per week.

(c) If a holiday falls in a vacation week and a contribution to the Health and Welfare Fund is needed to qualify an employee for a claim for benefits filed, the Employer shall make the required contribution for such holiday.

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9. – No Change

Section 10. – No Change

Section 11. – No Change

Section 12. – *No Change*

Section 13. – *No Change*

Section 14. – *No Change*

ARTICLE 56. PENSION

Section 1. – *No Change*

Section 2.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 3. – *No Change*

Section 4.

(a) ~~Contributions shall be made as set forth in Section 2 above for each day worked for each regular, probationary, extra, part time, or casual employee covered by this Agreement on the Employer's payroll, to the maximum of eight (8) or ten (10) hours per day or forty (40) hours per week.~~ **The employer shall contribute on the first forty (40) hours worked for employees in the local area operations. Road drivers shall be paid on mileage basis, the number of hours of contribution shall be determined by dividing the employee's earnings by the current hourly rate not to exceed forty (40) hours a week.**

In the event a local area operation employee breaks his weekly guarantee, he shall only be paid eight (8) hours per day contributions for any days worked in that workweek. Any and all paid, or mutually agreed upon time off shall not constitute any employee breaking his weekly guarantee.

(b) Contributions shall also be made as set forth in Section 2 above for each regular employee for each day paid for pursuant to the terms of this Agreement covering holidays, vacations, and paid sick leave (not worked), to a maximum of eight (8) or ten (10) hours per day or forty (40) hours per week.

The Employer shall not be required to make contributions for the first thirteen (13) weeks of employment for all new employees beginning with their first day worked.

(c) If a holiday falls in a vacation week and a contribution to the Pension Fund is needed to qualify an employee for a claim for benefits filed, the Employer shall make the required contribution for such holiday.

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9. – No Change

Section 10. – No Change

Section 11. – No Change

Section 12. – No Change

Section 13. – No Change

Section 14. – No Change

Section 15. – No Change

ARTICLE 57. OVER-THE-ROAD PROVISIONS

Section 1. Classification of Runs

There shall be three (3) classifications of road runs under this Agreement defined as follows:

(a) Fast Runs – Fast runs are runs on which the road driver is ordered to leave from and return to his origin terminal in one tour of duty.

(b) Slow Runs – Slow runs are runs on which the road driver is dispatched to leave his origin terminal and is required to lay over before returning to origin terminal.

(c) System Runs – System runs are runs on which the road driver is dispatched on a tour of duty from his domicile terminal at the beginning of his work week and, after the required layover (off duty) after each tour of duty, is dispatched on another tour of duty, in accordance with the rules of dispatch, including a dispatch to and through the driver's domicile terminal.

(d) A road driver on a fast run whose turn is broken by the Company and he/she is put to bed, the road driver shall be compensated the first eight (8) hours in bed at the applicable rate of pay.

Section 2.

Hourly and Mileage Wage Rates for Road Drivers

(a) When any Section in this Article refers to hourly rates, the following hourly rates shall apply:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

If road drivers are required to pull double bottom units over forty (40) feet long during the life of this agreement, the issue of compensation will be referred to the Philadelphia Negotiation Committee.

(c) A road driver shall be paid the double bottom rate for all miles driven with double bottoms. When driving with a single trailer, a road driver shall be paid the single rate.

(d) Entry Rates (New Hires)

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

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

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

~~(e) Orientation Employees~~

~~Orientation employees shall be paid ten dollars (\$10.00) per hour for the life of this Agreement. An orientation employee shall work forty (40) hours of orientation on paperwork, hazardous materials, dispatch procedures, duties of driver, safety, stripping/stacking, etc. Any new applicant who has over one (1) year's experience in the industry shall work a modified orientation period of time in eight (8) hours at ten dollars (\$10.00).~~

Section 3. Pickup and Delivery Compensation - No Change

Section 4. Trailer Drop and Pickup Compensation

(a) Road drivers who are required to drop or pick up a trailer shall be paid a minimum of one-quarter (1/4) hour for each drop and pickup, at the hourly rates specified in this Article.

(b) On multiple hooks or drops, a minimum of one-half (1/2) hour shall be paid unless the actual time exceeds the one-half (1/2) hour, in which case the driver shall be compensated for total time.

(c) Employees who exceed time paid on dropping and/or hooking double bottoms will be paid for all time spent upon proper justification.

(d) Philadelphia-area road drivers working under this Agreement shall have the right to drop and hook their units when the terminal is dark.

(e) Foreign drivers shall not drop and hook their own units at any terminal under this agreement when the terminal is open, when qualified employees are present and when it is practical for the local employee to perform the work.

Section 5. Layover Time

(a) When a road driver is required to lay over away from his home terminal, layover pay, at the hourly rate specified in this Article, shall commence following the fourteenth (14th) hour after the end of his run. He shall receive layover pay for each hour or fraction thereof held over up to eight (8) hours in the first twenty-two (22) hours of layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends.

(b) Drivers shall not be entitled to compensation for meals except that, when they are on compensable layover on Sundays or holidays, there shall be a meal allowance of ~~six dollars (\$6.00)~~ **ten dollars (\$10.00)**; five (5) hours thereafter, another meal allowance of ~~six dollars (\$6.00)~~ **ten dollars (\$10.00)**; and five (5) hours later, a third meal allowance of ~~seven dollars and fifty cents (\$7.50)~~ **ten dollars (\$10.00)**. No more than three (3) meals shall be allowed during any twenty-four (24) hour period.

(c) A road driver, after being released from duty, shall not be called for work at his home terminal until he has had ten (10) hours off-duty time. At a foreign terminal, a road driver may be called on the eighth (8th) hour of off-duty time and instructed to report for work on the ~~ninth (9th) hour.~~ **tenth (10th) hour.**

Section 6. - No Change

Section 7. Terminal Time

A road driver shall be paid for all terminal delay time at intermediate terminals in excess of fifteen (15) minutes, at the hourly rate specified in this Article. A road driver shall be paid in excess of thirty (30) minutes when ordered to report at his home terminal. A road driver shall have thirty (30) minutes free time when ordered to report at his home terminal. **In addition, if a road driver is kept past thirty (30) minutes at his home terminal his compensation reverts back to his original punch.** A road driver on a fast run shall have one-half (1/2) hour free time at the most distant turn point. A road driver will not be required to give more than one (1) hour of free time in any tour of duty as described in this Section.

Section 8. Road-Trip Guarantees - No Change

Section 9. Lodging

(a) Comfortable, sanitary lodging must be furnished by the Employer in all cases where a driver is required to take a rest period away from his home terminal and shall be maintained at present day standards. Comfortable, sanitary lodging shall mean a room ~~with not more than two (2) beds in it and not more than one (1) other driver sleeping in a room at the same time, except in dormitories at Employer 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 such lodging shall also be equipped with showers and/or baths and air conditioned rooms. ~~There shall be no bunk or double beds. In addition, dormitories in new terminals must be soundproofed and shall not provide for more than one (1) man in a room. Where an existing dormitory currently provides for two (2) men in a room, such practice shall be continued, provided that the two men are from the same domicile and are put to bed within one (1) hour of each other. In all terminals with dormitories, there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Employer does not provide drivers with a waiting facility which is adequate under the circumstances, it shall be taken up as a grievance.~~

When transportation is required to and from sleeping quarters, it shall be provided by the Employer within thirty (30) minutes after the driver is relieved from duty or ordered out from sleeping quarters.

All time in excess of the thirty (30) minutes shall be paid at the applicable hourly rate.

(b) 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 or draperies or be suitably darkened during daylight hours.

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

(c) No new dormitory at Employer-owned terminal shall be permitted unless jointly approved by Union and Employer, subject to the Joint Area Committee's approval.

Section 10. Meal Period - No Change

Section 11. Vacation - No Change

Section 12. Holidays - No Change

Section 13. Reimbursement of Monies Expended - *No Change*

Section 14. Mileage Determination and Detours - *No Change*

Section 15. Run-Around - *No Change*

Section 16. Fueling of Equipment

Road drivers who are required to fuel their equipment shall be paid fifteen (15) minutes at the hourly rates specified in this Article. **A road driver reporting a delay at an outside fueling station will be paid an additional fifteen (15) minutes.**

Section 17. Road Extra Board Bid Rules - *No Change*

ARTICLE 58. TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, ~~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: