

TEAMSTERS

National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **NJ-NY and Local 701 Supplement**:

Enclosed is your ballot, voting instructions and information regarding the re-vote for your Supplement to the ABF National Master Freight Agreement. Please vote today and mail your ballot in right away—ballots must be received at the suburban Washington, D.C. post office by 10 a.m. August 28, 2013 in order to be counted.

As we have discussed in previous communications, the Union has fought hard over the past seven months to beat back the dramatic operational changes and large scale benefit cuts that ABF had sought throughout these very difficult negotiations. Recently, we have met with the company and again attempted to resolve some of the issues you have identified as impediments to reaching a fully ratified agreement. Toward that end, a Memorandum of Understanding is included with the proposed Supplement setting forth certain clarifications and modifications to the proposed Supplement. Those clarifications/modifications are:

All employees, at the employee's option, shall be entitled to split into daily increments an additional week of their vacation, above and beyond the number of weeks they were previously permitted to split into daily increments. Furthermore, if an employee has only one week of vacation, he/she shall be permitted to split that into daily increments. All other provisions governing the use of individual vacation days shall not change. This does not, however, result in any additional vacation or alter the national vacation reduction. Rather this is intended to pertain only to the use of the vacation time.

Furthermore, please be advised that until there is a fully ratified agreement (i.e. all supplements are approved), the Company is not obligated to pay the additional monies (i.e. up to \$1.00 per hour per year increase to be split between the applicable funds) negotiated for your health and welfare and pension benefits under the National Economic Settlement portions of the Agreement. The impact of this failure to pay the increased rates may differ from fund to fund but the fact remains that **none of the various benefit funds will receive the increases that they have indicated they need until all Supplements have been ratified.**

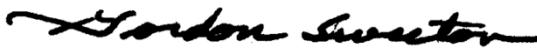
Please review the enclosed documents and cast your vote as soon as possible. Thank you for your continued support and please visit the “ABF Update” section at www.teamster.org for more information.

Your vote is very important and your committee asks that you vote **“YES.”**

Fraternally,



James P. Hoffa,
Teamsters General President
Chairman,
National ABF Negotiating Committee



Gordon Sweeton
Co-Chairman,
National ABF Negotiating Committee



Tyson Johnson,
Director, National Freight Division
Co-Chairman, TNFINC

Ernie Soehl
Eastern Region Freight Coordinator

MEMORANDUM OF UNDERSTANDING

In order to complete the ratification process for the 2013-2018 ABF National Master Freight Agreement, ABF Freight Systems, Inc. and TNFINC agree to the following clarifications to the initial tentative agreement that was previously submitted to the members:

All employees, at the employee's option, shall be entitled to split into daily increments an additional week of their vacation, above and beyond the number of weeks they were previously permitted to split into daily increments. Furthermore, if an employee has only one week of vacation, he/she shall be permitted to split that into daily increments. All other provisions governing the use of individual vacation days shall not change. This does not, however, result in any additional vacation or alter the national vacation reduction. Rather this is intended to pertain only to the use of the vacation time.

Gordon Sweeton /s/

For TNFINC

David Evans /s/

For the Company

7/31/2013

Date

7/30/2013

Date

ARTICLE 1 - RECOGNITION

Section 1. Signatories to Contract

The Company, hereinafter referred to as the "Employer, ABF., whose business address and/or place of business to which this Recognition Clause applies, are located at 21 ENGLEHARD AVENUE, AVENEL New Jersey for purposes of recognition and collective bargaining, as defined by the National Labor Relations Act of 1947, as amended, hereby and hereafter recognizes HIGHWAY AND LOCAL MOTOR FREIGHT DRIVERS, DOCKMEN AND HELPERS, LOCAL UNION NO. 701, hereinafter referred to as the "Union, whose principal office is located on 2003 Rt. 130 Suite B, North Brunswick, NJ 08902 as the sole and exclusive bargaining agent.

Section 2. Scope of Agreement

The Employer hereby agrees to recognize the Union as the sole and exclusive bargaining agent for all office clerical employees and building and property maintenance employees who are presently employed or will be hereafter employed and represented by the Union at its above New Jersey address, excluding the following: Office Manager, Assistant Office Managers, Personnel and Payroll Managers, Traffic Supervisors, Terminal Service Managers, Dispatchers, Confidential Secretaries to the Terminal Manager and Sales Department, General Supervisory Trainees and other salaried supervisory, administrative and professional employees within the meaning of the National Labor Relations Act, as amended and employees covered by existing labor agreements.

Section 3. Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire active or inactive operations or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing devise to a third party as a subterfuge to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

Article 1, continued**Section 4. Subcontracting**

a. Work Preservation

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Signatory Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed, or hereafter assigned to the collective bargaining unit by the Signatory Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as "Divert" or subcontract"), by the Employer to any other mode of operation, unless specifically provided and permitted in this Agreement.

In addition, the Signatory Employer agrees that it will not, as hereinafter set forth, subcontract or divert the work presently performed by, or hereafter assigned to its, Employees to other business entities owned and/or controlled by the Signatory Employer, or its parent, subsidiaries or affiliates.

Corporate reorganizations by a Signatory Employer, occurring during the term of this Agreement, shall not relieve the Signatory Employer of the obligations of this Agreement during its term.

b. Diversion of Work - Parent of Subsidiary Companies

The parties agree that for purposes of this Article, it shall be presumed that a diversion of work in violation of this Agreement occurs when work presently and regularly performed by, or hereafter assigned to, employees of the Signatory Employer has been lost, and the lost work is being performed in the same manner by an entity owned and/or controlled by the Signatory Employer, its parent, or a subsidiary, within sixty (60) days of loss of the work. The burden of overcoming such presumption in the grievance procedure shall be upon the Employer.

ARTICLE 2 - UNION SECURITY**Section 1. Union Shop**

A. Union Membership Required

All present Employees covered by this Agreement who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment.

ARTICLE 2, continued

All present employees who are not members of the Local Union, and all employees hired hereafter shall become and remain members in good standing of this Local Union as a condition of employment, or on and after the 31st day following the effective date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under this provisions of the National Labor Relations Act, but not retroactively.

B. New Employees

The Employer shall immediately notify the Shop Steward, or the Union, if there is no Shop Steward, of the employment of any man and/or woman who, under this Agreement, is required to be a member of the Union. Upon notice from the Union that any employee who, thirty (30) days from the date of first employment has failed to tender the periodic dues and initiation fees uniformly required as a condition to acquiring and retaining membership, the Employer agrees to discharge such employee within seven (7) days after receipt of written notice from a properly authorized official of the Union. A new employee shall be deemed "probationary" and work under the provisions of this Agreement, but shall be employed only on a sixty (60) consecutive day trial basis, during which period he or she may be discharged without further recourse. The probationary period may be extended for an additional thirty- (30) consecutive day period by mutual agreement between the Employer and the Union. If retained in the employ of the Employer, his or her seniority shall date back to his/her first day of hire. No employee can have seniority with more than one Employer.

C. Hiring Additional Employees

The Employer agrees to notify the Union in writing when new employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants and give the same interview consideration to Union-sent applicants as is given to applicants from other sources. All new help shall report to the Shop Steward, or to the Union, when they commence work. This provision shall not be deemed to require the Employer to hire employees from other sources. The Employer reserves the right to finally pass on the qualifications and experience of all applicants for employment.

ARTICLE 2, continued

D. Every profit-sharing plan, condition, or incentive plan of any type, whether or not it alters or amends the economic conditions contained in this Agreement, must be negotiated and agreed to by TNFINC prior to implementation. Nothing in this Section shall be construed to apply to existing safety programs or other prizes or bonus items the receipt of which do not alter the economic terms of this Agreement.

E. Supervisory Personnel

Supervisory employees (non-bargaining unit) shall not be permitted to perform or infringe upon any bargaining unit work except when required because of an employee's absence or vacation, and only in those instances where normal replacements are not available. Furthermore, all bargaining unit employees must be gainfully employed for the day or the period of time when the provision is exercised by the Employer, and no management personnel shall be assigned to work unless the provisions of this section, in its entirety, are met.

Through attrition it shall be a violation of this agreement if the employer fails to add employees to the seniority list provided business levels justified additions. Any violation is subject to the grievance procedure.

F. Check off

The Employer agreed to deduct on the first full payday of the month from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the third payday of the month from which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which are prohibited by applicable law.

G. Compliance with Law

Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

H. Maximum Union Security

In the event that the Labor-Management Act of 1947 is repealed or modified so as to permit greater Union security than in contained in this Agreement, this Agreement shall be considered modified to that extent.

ARTICLE 2, continued**I. Blacklist**

The Employer shall not establish or create a so-called "Blacklist" nor in any way become a party to the establishing of such a blacklist that may have for its purpose the prevention of any members of the Union obtaining employment with any other Employer or Company.

J. Non-Discrimination

The Employer and the Union agree not to discriminate against an individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate, or classify employees in any way to deprive an individual employee of employment opportunities because of his race, color, religion sex, or national origin.

ARTICLE 3 - STEWARDS**Section 1. Appointment and Duties**

The Employer recognizes the right of the Union to designate a Shop Steward from the Employer's seniority list to handle such Union business as may, from time to time, be delegated to him or her by the Union. Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business in violation of this Agreement, or any action in violation of law, except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of Shop Stewards. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

The Shop Steward shall be granted number one ranking on the seniority list, and shall be the last employee to be laid off, subject, however, to the condition that, in exercising such seniority in case of layoff or other purposes, the Shop Steward must have the necessary qualification an ability to perform the job. Under no circumstances shall he/she be discriminated against by the Employer. The Shop Steward shall be given preference for all employment rights where qualified.

ARTICLE 3, continued

When requested by the Union or the Employee, there shall be a steward present whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present An employee who does not want a Union steward or available bargaining unit member present at any meeting or interview where the employee has a right to Union representation must waive Union representation in writing. If the Union requests a copy of the waiver, the Employer shall promptly furnish it.

Section 2

The Shop Steward, Local Union or Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay grievance is in dispute, or records pertaining to a specific grievance.

The employer shall give one (1) job steward, during his/her regular working hours or if outside his/her regular working hours or his/her designated alternate, an opportunity to participate in the employer's orientation of new employees, or the right to meet with new employees during their workday to inform them of the benefits of union representation without loss of time or pay.

The employer shall have the sole right to schedule the time and place for such participation so as not to interfere with the employer's operation.

ARTICLE 4 - LEAVE OF ABSENCE

Section 1. Time OFF for Union Activities

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 4, continued**Section 2. Leave of Absence**

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for six (6) months and may be extended for like periods. Written permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee may make suitable arrangements for continuation of Health and Welfare payments where legally permissible, at his own expense before the leave may be approved by either Local Union or Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for drugs or alcoholism. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority nor does this provision amend or alter the disciplinary provisions.

Section 3. Union Activity

(a) Any employee who is a candidate for Union election shall be granted a two-(2) week leave of absence.

(b) Any employee who is designated by the Union to work for the Union on a full time basis shall be granted a leave of absence, with no loss of seniority, for the duration of his/her full time employment provided he/she reports back to work to the Employer within ninety (90) days after his/her employment with the Union is terminated and does not work for any other Employer in the Industry during such period.

ARTICLE 4, continued

Section 4. Illness

Any employee claiming illness shall notify the Employer of such illness and inability to report for work two (2) hours prior to their normal starting time, so that the Employer will have an opportunity to make other arrangements to cover the work. If circumstances prevent the employee giving two (2) hours' prior notice, such notice must be given not later than one (1) hour after normal starting time.

Section 5. Family and Medical Leave Act.

All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave of Act of 1993.

Eligible employees are entitled to up to a total of 12 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care.
2. To care for a spouse, child or parent of the employee due to a serious health condition.
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of need for leave under this Act. In addition, the Employer has the right to required a second (2nd) opinion at the Employer's expense.

Article 4, continued

If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job. In cases where employees fail to return to work, the provisions of Article 7 section 5 (c) of this agreement shall apply. It is specifically understood that an employee will not be required to repay any of the contributions for his/her health insurance during FMLA leave. No employee will be disciplined for requesting or taking FMLA leave under the contract absent fraud, misrepresentation, or dishonesty.

Disputes arising under this provision shall be subject to the grievance procedure.

The provisions of this Section are in response to the federal FMLA and shall not supersede any state or local law, which provides for greater employee rights.

ARTICLE 5 - ALL PURPOSE LEAVE**Section 1. Accrual**

All full time employees hired on or before April 1 of the current contract year, in accordance with Article 2 sub-section "B" shall qualify and earn six (6) All Purpose Leave days per year, accrued at the rate of one half (1/2) day All Purpose Leave for each calendar month of employment.

All full time employees hired after April 1, of the current contract year, in accordance with Article 2, sub section "B" shall qualify and earn up to four (4) All Purpose Leave days for the first year of employment, accrued at the rate of one half (1/2) day All Prupose Leave for each six (6) weeks of employment.

All Purpose Leave not utilized by the end of the contract year shall be paid as unused days and shall be paid by April at the rate in effect on March 31.

Article 5, continued**Section 2. Determination of Credits**

In determining credits for purposes of total days of All Purpose Leave, each month of employment commencing with his/her sixty-first (61st) day of employment shall be credited to the employee, as time worked, providing the employee has worked a major portion of the qualifying month with a maximum credit of paid days of six (6) days All Purpose Leave per year. In all cases, all days paid for, excluding previously earned All Purpose Leave, shall be counted as days worked. (i.e., paid holidays, vacation period to be counted as days worked).

Section 3. Notice Requirements

The Employer shall be required to maintain a current calendar of all employees showing the earned or accrued All Purpose Leave due to each employee, with a copy of same to the Steward when such list periodically is revised, showing the newly earned credits, or those credits used. In all cases, employees, in order to qualify for payment of an accrued time, must give twenty-four (24) hours' notice prior to the date they intend to utilize a single day of All Purpose Leave. Where the employee desires to use more than one (1) day of accumulated All Purpose Leave, in order to qualify for payments of same, he/she shall be required to give the Company one (1) weeks' notice of his/her intent, noticing the company of the amount of days that he/she will be absent. Employees who fail to meet these notice requirements shall not be eligible for payment.

In the event an employee is stricken with illness and because of said illness, cannot meet the twenty-four (24) hours' notice requirement, same shall, nonetheless be paid by the employer, and be deducted from the accumulated All Purpose Leave.

ARTICLE 6 - BEREAVEMENT PAY

In case of a death in an employee's immediate family, (i.e., spouse, mother, father, brother, sister [to include half brother and half sister], children, mother-in-law, father-in-law grandchildren), the Employer shall grant such employee a maximum of four (4) days off with pay for the express purpose of attending services for the deceased. Two (2) days bereavement leave are guaranteed, regardless of day of death, or day of funeral providing the employee loses two (2) days of work opportunity. 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.

Pay under this Article shall also be credited for vacation qualifying reasons.

ARTICLE 7 - SENIORITY

Section 1. Layoff

If the Employer reduces the number of employees in his employ, it is agreed that among employees of relative equal ability performing the same or substantially similar jobs, terminal seniority shall determine the order of layoffs. Any employee affected by such reduction in work force may exercise his/her seniority to claim another position occupied by an employee with lesser seniority, provided:

- A. Senior employee is capable of performing the duties of the equal or lesser job, and
- B. Such new position is of an equal or lesser grade than that previously held by the senior employee, and
- C. Shall receive the rate of pay provided in this Agreement for such equal of lesser position; and
- D. Senior employees, by virtue of their seniority, shall have the first option to fill vacancies in higher paying job classifications before any new employees are hired. Senior employees shall be given unconditional period of thirty (30) days under which they shall work in the higher paying job for the purpose of acquiring qualifications to fill the job; subject to the basic skill and experience in the new classification, such as knowledge of typing and operation of other specialized machines.

Section 2. Notice of Layoff or Leave of Absence

Employee shall be given a one (1) weeks' notice of layoff in writing, or full pay in lieu thereof. The Employer shall be given one (1) weeks' notice of the employee's intent to resign, or of taking a leave of absence.

Section 3. Bumping

In the event of a reduction in the full time working force, such full time employees so affected may bump any part time employees, irrespective of the latter's seniority.

Section 4. Recall

Laid off employees shall be called back in reverse order of layoff, providing the senior employee's are capable of performing the job for which they are recalled.

ARTICLE 7, continued**Section 5. Loss of Seniority Rights**

An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Quit.
- B. Discharge for just cause.
- C. Failure to return to work within five (5) working days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
- D. Layoff for a continuous period of more than five (5) years.
- E. Absence for three (3) consecutive working days without notice, except in cases of extenuating circumstances where employee cannot give notice.
- F. Any employee who is absent because of proven illness or injury shall maintain his/her seniority.

Section 6. Unilateral Employment Transfer

Notwithstanding the provisions of Article 1, Section 3 of this Agreement, the Employer, signatory to this Agreement, expressly agrees that where the employment status of this collective bargaining unit, as defined herein, is changed as a result of merging, with another employer, opening or closing of new branches, terminals, division or operation, purchase or sale of other Employers' companies, or the like, the following rules shall govern employment status, and seniority rights of the employees so defined herein.

Where similar provisions are presently in effect and part of the Employer's contract with other collective bargaining units, same shall apply where the bargaining unit status of the Employer is the reverse, that being, when terminals are closed in other areas under other collective bargaining agreements, and brought under the jurisdiction of this collective bargaining agreement.

A. Definition of Seniority

Company or classification seniority, as used in this section, is defined as the seniority which an employee acquires from his earliest date of hire in the company as a whole, either by classification, or by over-all seniority, whichever previously prevailed.

ARTICLE 7, continued

Terminal seniority is defined as the seniority which an employee acquires from his earliest date of hire at a specific branch, terminal, division or operation of the company.

B. Opening New Branches, Terminal, Division or Operations

When a new branch, terminal, division or operation is opened, the Employer shall offer to all employees covered by this Agreement, the opportunity to transfer to the new branch, terminal, division or operation in the order of their company or classification seniority, with first preference to employees in those branches, terminal, divisions or operations which are effected in whole or in part by the opening of the new branch, terminal, division or operations.

The transferred employees shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old branch, terminal, division or operation, if it is still in existence, and carry with them their seniority at that old branch, terminal, division or operation.

C. Closing of Branches, Terminals, Divisions or Operations

When a branch, terminal, division or operation is closed, and the work of the branch, terminal, division or operation is eliminated, an employee who was formerly employed at another branch, terminal, division or operation shall have the right to transfer back to such former branch, terminal, division or operation, and exercise his seniority based on the date of hire at the branch, terminal, division or operation into which he is transferring.

D. Pension and Health & Welfare contributions paid on behalf of a re-domiciled employee shall be paid to the funds to which the contributions were made prior to the employee's change of domicile, and the decisions of the Change of Operations Committees shall so specify. This section does not apply to employees who voluntarily transfer to new domiciles, unless such transfer is a result of a Change of Operations Committee decision. Any dispute concerning the appropriate fund for an Employer's contribution on behalf of a re-domiciled employee, pursuant to a Change of Operations Committee decision, shall be referred to the National Grievances Committee. The decision of the National Grievance Committee shall, to the extent permitted by law, be final and binding on all affected parties, including the Trust Funds.

ARTICLE 7, continued

Section 7. Change of Operations

(A). Change of Operations Within Defined Area

Where the Company subsequently changes the office administration procedure (i.e., work assignments that apply to bargaining unit employees) by moving to a location within the New Jersey-New York metropolitan area, either in part or in whole, the employees so affected shall have the right to transfer to the location to which the operation has moved, and exercise his/her seniority on a company or classification basis, and where there is no existing collective bargaining agreement in effect as of the time of the move, this Agreement shall apply and be maintained. (The New Jersey-New York Metropolitan area herein referred to shall be that area defined in Article 2, Sub-section 2 of the 1964-1967 Local 701 General Trucking Agreement).

(B). Change of Operation Outside the Defined Area

Where the company consequently changes its administrative office clerical procedure by moving same to a location outside the New Jersey-New York metropolitan area, or abolishes same, in whole or in part, the affected employees shall have at their election, the option to do one of the following:

I. remain at their present locations and bump any junior employees in any group, including lateral bumping; or

II. be severed in accordance with the following schedule:

1 years' seniority but less than 2 years	2 week's pay
2 years' seniority but less than 3 years	3 week's pay
3 years' seniority but less than 4 years	4 week's pay
4 years' seniority but less than 5 years	6 week's pay
5 years' seniority but less than 6 years	7 week's pay
6 years' seniority but less than 7 years	8 week's pay
7 years' seniority but less than 8 years	9 week's pay
8 years' seniority or more	10 week's pay

C. Junior Employees

Where a junior employee is displaced as a result of a senior employee exercising his option as set forth in "a" of "2" above, the junior employee shall be entitled to severance pay in according with the schedule in "b" of "2" above.

ARTICLE 7, continued**D. Severance**

In all cases, severance pay shall be in addition to accumulated All Purpose Leave days, vacations, etc., and shall constitute final and full payment. All employees so severed shall not be entitled to any rights including recall.

Employees, who are temporarily laid off, pursuant to Article 7, shall not be entitled to severance.

E. Merger

When two or more companies merge their operations, then the employees of the respective companies shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective employer.

F. Acquisition or Purchase

When one company acquires or purchases control of the business of another company, then the employees of the Company so acquired or purchased, shall be placed at the bottom of the acquiring or purchasing company's seniority roster in the order of their payroll or company seniority with the former company.

G. Regulatory Agencies

The decision of the Department of Transportation or State Regulatory Board shall be considered as presumptive proof as to the nature of the transaction relative to mergers, purchases, acquisition and/or other combinations of two or more contract or common carriers. The company or companies involved shall present an affidavit to the Union as to their intent to merger, purchase, etc.

H. Disputed Application

Where a dispute arises concerning the interpretations or application of this Article dealing with employment status and/or seniority or other employee rights, the entire matter shall be submitted to final and binding arbitration in accordance with the Grievance Procedure as set forth in this contract.

ARTICLE 7, continued

Section 8. Military Clause

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by the USERRA and/or other applicable State and Federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employees period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by statute.

In addition to any contribution required under USERRA, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard for military-related service excluding civil domestic disturbances or emergencies. Such contributions shall only be paid for a maximum period of eighteen (18) months.

ARTICLE 8 - PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1. Promotions

Promotion is hereby defined as a move from a lower group to a higher group. It is the intention of the Employer to fill job vacancies from within the company before hiring new employees, providing employees are available with the necessary qualifications and ability to fill the vacant position.

Section 2. Qualifications For Promotion

Any employee who is temporarily assigned to a higher-rated job shall be deemed qualified for future job openings in that classification, after having been assigned to the job for thirty (30) or more working days in any one-year period.

Section 3. Posting of Job Vacancies

Notice of all job vacancies shall be posted on the Office Clerical's bulletin board. This notice shall remain on the bulletin board for three (3) working days and will include the job classification and group, and a brief description of the job duties, including qualifications and necessary skills. Only those employees who make application during this three- (3) day period will be considered for the job, and will be permitted to file a grievance against the selection.

ARTICLE 8, continued

Section 4. Seniority Prevails

Promotion shall be made on the basis of seniority and ability to perform the job. In the event two or more employees have the same relative ability, the employee with the greatest seniority shall be selected.

Section 5. Probationary Period

An employee who is promoted to a higher position shall receive the minimum of the new job classification. All employees so promoted shall be placed on the higher-rated job for a probationary period of thirty (30) days. In the event such promoted employee successfully passed the thirty-day probationary period, he/she shall receive the above-stated increase retroactive to the date of promotion. In the event the employee does not successfully pass the probationary period, such employees shall be given his/her former position without any loss of seniority or pay.

Section 6. Demotion

In the event of a demotion as a result of bump back or other circumstances, an employee so demoted shall receive the maximum of the lower position or his/her present salary, whichever is lower.

Section 7. Transfer

An employee may apply for and receive a transfer to a position of another classification within the same group. Such transfer shall be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in his/her position.

Section 8. Building and Maintenance Employees

Where the Union presently or hereinafter represents the Building and Property Maintenance employees, they shall be maintained on a separate and distinct seniority list. Under no circumstances shall any of the building and property maintenance be sub-contracted so as to displace those employees on the established seniority list.

Section 9. Eight-Hour Guarantee

Where an employee is assigned to fill a higher hourly-rated job that falls within a higher job classification, such employee shall receive the higher rate of pay for the day (eight [8] hours).

Article 8, continued

Section 10. Employees Reporting Late

Where a lower classified employee is assigned to fill a job as a result of a higher classified employee assigned to that job classification being late, the higher rate of the tardy employee shall be paid to the lower classified employee with a minimum guarantee of eight (8) hours at the higher rate, and where the tardy employee reports to work, causing the replacement employee to return to his/her regular job, such employee shall receive his/her regular overtime rate where he/she worked beyond the eighth hour.

Employees reporting late for their regular starting time shall forfeit the seniority for that tour of duty. The Employer may offer such late employee work in another classification in which they may qualify. In the event more than one employee is late at the same starting time, seniority and qualifications shall govern the assigning of alternate work opportunity.

Section 11. Supervisory Premium

Where an employee is temporarily assigned to supervisory duties, he or she shall receive .12 and 1/2 cents per hour additional pay to their regular straight time classified rate. The .12 and 1/2 cents shall also be complied and computed where overtime work is performed in the supervisory capacity. Employees assigned on any workday or days, shall be guaranteed the above differential in addition to their regular hourly rates, with a minimum guarantee of eight (8) hours per day.

ARTICLE 9 - PARTIES AT INTEREST

Section 1. Individual Bargaining Prohibited

The Employer shall not enter into any agreement with his employees directly or indirectly, which, in any way conflicts with the terms of this Agreement. The true parties at interest are solely the Union and the Employer, and all matters relating to this contract, in its entirety, shall be enforced by these parties only.

Section 2. Federal-State Law Supersedes

It is understood and agreed that should it subsequently be determined that the employees covered by this Agreement come under the provisions of the Fair Labor Standards Act, or any similar legislation enacted in the State, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said Act are to be changed so that there is no violation of the statutes, provided, however, that such changes shall not result in any substantial penalties to employees or the Employer. In the event the parties cannot agree on a solution to any problems arising from this section, either party shall be permitted to submit the matter to the Grievance Procedure.

ARTICLE 9, continued

Section 3. Maintenance of Earnings

Employee covered by this Agreement receiving wages or conditions (excluding overtime) over and above those listed in this Agreement shall suffer no economic reduction as a result of signing this Agreement. No employee shall receive less than the terms and conditions herein specified. It is also agreed that there shall be no cancellation of any bonuses, incentive or wages paid in excess of this Agreement or other devises which were in effect previous to the date of this Agreement.

Section 4. Rights of Management

The Union recognizes the right of the Employer to manage the office, and direct the working force.

ARTICLE 10 - ARBITRATION

Section 1. Grievance Procedure

The Union and the Employer agree that there shall be no strike, lockout, tie-up, work stoppage, slowdown, or legal proceedings without first using, as provided for in this Agreement, all possible means of a settlement of any controversy which might arise as to interpretation or application of the terms of this Agreement. 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 after the reason for such grievance has occurred.

The five (5) days 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 after request of either party, be reduced to writing, and referred to the New Jersey-New York Joint Area Committee, and the following procedures shall than apply:

Where the New Jersey-New York Joint Area Committee is unable to agree or come to a decision of a case, resulting in a deadlock, same shall be submitted to the New Jersey State Board of Mediation who shall designate an arbitrator to hear the dispute, and render a final and binding decision.

ARTICLE 10, continued

Section 2. Discharge or Suspension

Where a dispute concerns a matter of discharge or suspension, the employer and union shall submit the matter to the NJ/NY Joint Area Committee. If a discharge or suspension case is deadlocked at the New Jersey/New York Joint Area Committee, it shall be referred to final and binding arbitration. Where the parties fail to agree on a mutually satisfactory arbitrator to hear the dispute, the entire matter shall immediately be referred to the New Jersey State Board of Mediation for designation of an arbitrator whose decision shall be final and binding upon the parties.

No employee shall be discharged or suspended until the following is complied with:

A. Warning Notice

The Employer shall not discharge nor suspend any employee without just cause and the written notice of discharge or suspension must set forth the specific reason(s) for such action. In respect to discharge or suspension, the Employer shall give a least one warning notice of the specific complaint against such employee, in writing, and a copy of the same to the Union and Shop Steward, except that no warning notice need be given to any employee before he/she is discharged if he/she is discharged or suspended for any of the causes listed in Section "B" below, or suspended for theft of time. The Employer shall not discipline any employee without just cause based upon valid written warning notices sent within the applicable time periods set forth hereinafter. No disciplinary notice shall be considered valid unless it is in writing, has been delivered to the employee, personally or by certified mail to the address given to the Employer by the employee or his job steward and sent certified mail to the Union, and sets forth therein in full the specific grounds and circumstances upon which it is based.

Warning notices only, shall be handed to the employee and not mailed to his home. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within seven (7) days, excluding Saturdays, Sundays, and Holidays from the date the Employer knew of, or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

No disciplinary notice may be introduced in any grievance or arbitration hearing which has not been issued within six (6) months from the date of the disciplinary notice, except in the case of notices concerning accidents, within nine (9) months from the date of the disciplinary notice.

ARTICLE 10, continued

Failure of an employee or Union to grieve or protest a warning letter to which no other discipline has been attached, when given, shall in no manner be deemed prejudicial to said employee in a future grievance or arbitration hearing involving said warning letter.

An employee shall not be suspended until the Local Union has been given forty-eight (48) hours written notice. Saturdays, Sundays, and holidays shall be excluded in determining the forty-eight (48) hour period.

B. Causes for Discharge

The only causes for immediate discharge of an employee shall be for proven theft of money, goods, or merchandise during working hours, proven drunkenness, or proof of being under the influence of liquor or drugs during working hours, calling an unauthorized strike or walkout, assault on Employer or his representative during working hours and possession of firearms on company property or equipment. Although theft of time shall not be cause for immediate discharge, it is recognized as an offense for which severe disciplinary measures may be invoked. When an employee is discharged, the Employer shall notify the Union in writing.

***Alcohol and Drug Use**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters National Freight Industry Negotiating Committee shares the concern expressed by many over the growth of substances abuse in American society.

In revising this program, the parties attempted to anticipate pending federal legislation and Department of Transportation regulations. The parties have agreed that the Drug & Alcohol Abuse Program will be modified in the event federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The drug testing procedure, agreed to by labor/management, incorporates state of the art employee protection during specimen collection and laboratory testing to protect the innocent. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to institute the alcohol and drug program in effect under the National Master Freight Agreement. (April 1, 2013 to March 31, 2018)

ARTICLE 10, continued**C. Appeal from Discharge**

A discharged employee must notify his Local Union and Employer, in writing, within two (2) working days, of his desire to appeal the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer, in writing by the Union, within five (5) days from date of discharge or suspension.

D. Separation of Employment

Upon discharge, the Employer shall immediately pay all money due to the employee. Upon quitting the Employer shall pay all money due to the employee on the payday in the week following such quitting. Earned vacation time shall be included in such payment.

Section 3. Union Liability

Where a dispute is heard and a decision rendered at any level, outlined in Section 1, above, same shall be complied with within fourteen (14) days thereafter. Where either party fails to comply with such decision or award, both shall have the right to take whatever recourse, economic or legal, including strike, whichever they desire and such action shall not constitute a breach of this Agreement.

It is further agreed that in all cases of unauthorized strike, walkout or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage as mentioned above.

It is understood and agreed that the Employer shall have, during the first twenty-four (24) hour period of such unauthorized work stoppage, the sole and exclusive right to reasonable discipline, short of discharge, so that the Union may properly intercede for the purpose of terminating such stoppage.

Where the Union's efforts fail, and the unauthorized strike continues beyond the twenty-fourth hour, the Employer shall have the full right to discharge those employees who fail to return to work, all to which there shall be no further recourse.

The Employer further exempts the Union from any contract breach or liability where this contract, in other sections, provides and/or authorizes the Union to strike.

ARTICLE 11 - PROTECTION OF RIGHTS**Section 1. Picket Line**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through to work behind any lawful primary picket line, including the lawful primary picket line of Unions party to this Agreement, and including lawful primary picket lines at the Employer's places of business.

Section 2. Struck Goods

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any services which his employer undertakes to perform for an Employer or Person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

Section 3. Grievances

Within five (5) working days of filing a grievance claiming violation of this Article 11, the parties to this agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps and other provisions of this Agreement to the contrary, notwithstanding.

Section 4. Sympathetic Action

In the event of a labor dispute between any Employer or Union, party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then, any other affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, having a agreement with such Employer, shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement, notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

ARTICLE 12 - COMPANY RULES

The Employer may establish such company rules as he deems necessary or desirable, provided that such rules are not in conflict with the terms and provisions of the Agreement, and further provided that no such company rules shall become effective without written approval of the Local Union. Any controversy between the Employer and the Union concerning the establishment or observance of company rules shall be considered as a grievance and handled in accordance with Article 10 of this Agreement.

ARTICLE 13 - BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding requirements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer of the bonds applicable to all other of its employees in similar classifications; any excess premium shall be paid by the employee. Cancellation of a bond after once issued shall be cause for discharge, except the employee shall have thirty (30) days to make his/her own bonding requirement. The Employer will pay only the standard premium, the employee to pay the excess premium.

Failure of employee on the Employer's payroll as of the effective date of this Agreement to meet the qualifications for bonding shall not be grounds for dismissal.

ARTICLE 14 - COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. Employers shall protect employees with Workers Compensation Insurance, Social Security and Unemployment Insurance, as required by Federal and State laws. The Employer shall use his influence to avoid delays at doctor's offices. Unusual cases of delay shall be subject to the grievance procedure.

Where the employee makes known to this Employer that he has not received from the insurance carrier his weekly compensation allowance after the expiration of fourteen (14) days following the first report of injury, excluding Saturdays, Sundays, and holidays, the Employer shall advance the weekly compensation allowance until such time that the insurance carrier commences its payment. In the event that the employee receives payment from both the insurance carrier and his Employer for the same period, he shall return the portion paid by the Employer.

No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The employer or its designee shall not visit an injured worker at his/her home without his/her consent.

ARTICLE 14, continued

Where not prohibited by state law, employees who sustain occupational injury or illness shall be allowed to select a doctor of their own choice and shall notify the employer in writing of such doctor.

ARTICLE 15 - 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, except by past practice.

When the regular payday occurs on a holiday, the Employer shall pay the employees on the regular workday immediately preceding the holiday.

The Employer shall make suitable arrangements to cash checks on payday.

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

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 payday for the week in which pay shortage or overage is verified.

ARTICLE 16 - WORKDAY AND WORKWEEK**Section 1. Work Day and Work Week**

Eight (8) consecutive hours, exclusive of a meal period, shall constitute a regular day's work, Monday to Friday, inclusive. Regular employees assigned to work each day, Monday to Friday inclusive, shall be guaranteed a minimum of eight (8) hours of work or pay. Wherever used throughout this Agreement, "a day's pay" or "A regular day's pay" shall be understood to mean pay equivalent according to his/her wage classification.

ARTICLE 16, continued**Section 2. Eight Hour Guarantee**

Employees instructed to report on any day, Monday through Friday, and on premium days (Saturday, Sunday, and/or Holiday) shall be guaranteed eight (8) hours' pay at the prevailing rate. In all cases, the intent and application of Article 9, Section 1 shall be construed so as to prohibit any subterfuge arrangement directly or indirectly with the employee for a lesser guarantee than set forth herein.

All employees will be required to work a reasonable amount of overtime

Section 3. Overtime - Monday to Friday

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.

Section 4. Overtime - Saturday

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 eight (8) hours' pay guarantee.

Section 5. Sunday Pay

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 (3) times the straight time hourly rate.

Section 6. Holiday Pay

All hours worked on any of the holidays listed in 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. All hours worked in excess of eight (8) hours on any such holiday shall be paid at the rate of three (3) times the straight time hourly rate.

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 for 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/she completes his/her work.

ARTICLE 16, continued

Employees assigned to work on a Sunday evening, or on the evening of a holiday (except where the holiday falls on a Saturday, in which case the following paragraph 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/she 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.

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 eight (8) hours. 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 7. Night Differential

All employees covered by this Agreement who are assigned to night work shall receive \$1.00 per day over the wage scale listed herein. The \$1.00 shall be added to the wage scale in computing overtime and vacation pay. For the purpose of determining the night differential, any employee who starts after 12 Noon and before 6:00 AM shall be considered a night employee.

Section 8. Overtime and Premium Work Assignments

Overtime and Holiday work shall be assigned subject to seniority on a job classification group basis with the preference going to the employee normally performing the work. When overtime work cannot be covered by member of the department, same shall be assigned to other employees in the order of their seniority subject to qualifications.

Section 9. Starting Time

Starting times are subject to the Employer's discretion as long as they are in keeping with sound business practices, and do not reflect discrimination or prejudice. Each employees covered by this Agreement shall have a designated starting time. No change of such starting times shall be made unless mutually agreed to by the Union and the Employer. In the event the Union and the Employer are unable to agree on the change of starting time, the issue may be submitted to the grievance procedure.

Notwithstanding the above paragraph the employer shall bid all starting times on a quarterly basis in accordance with seniority.

ARTICLE 16, continued

Section 10. Time Clocks

A daily time record shall be maintained by the Employer for all of his employees. Any employer who employs five (5) or more employees shall have a time clock, and the employees' time shall be computed by the time clock on time cards. Any Employer who does not have a time clock shall permit employees to keep their own time records.

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

ARTICLE 17 - MEAL PERIOD

One hour and/or one-half hour shall constitute the full meal period for all employees, as mutually agreed to by the Union and the Employer. All employees shall start and complete their meal periods between the fourth and sixth hours of work.

Any regular employee who is ordered to work during any part of his/her assigned meal period shall be paid for the full meal period at the applicable overtime rate, and shall further receive twenty (20) minutes to eat, such twenty minutes being credited as time worked.

ARTICLE 18 - INJURY ON THE JOB

Any employee injured on the job, and having to be relieved to obtain medical examination or treatment shall be paid for the entire day in the event he/she cannot return to work.

Any employee sustaining injuries that do not prevent him/her from performing his/her usual duties but require that he/she visit the office of the company-designated physician for the purposes of obtaining further treatment during working hours, shall suffer no loss of wages because of such visits.

ARTICLE 19 - SANITARY CONDITIONS

The Employer agrees to comply with applicable laws regarding the maintenance of proper and adequate sanitary facilities.

ARTICLE 20 - VACATIONS

Section 1. Qualifying Period

The qualifying period for vacation purposes shall be the previous contract year of April 1 through March 31.

Section 2. Time Credited

In determining vacation, all calendar days paid for, including paid holidays, as well as all days lost by an employee while receiving benefits under Worker's Compensation, if he otherwise would have had the work opportunity with his Employer, shall be counted as days worked. Excluded, however are vacation days paid for, except as set forth in "3" below. In no case, however, shall an employee be entitled to vacation, unless he works at least thirty (30) days in the qualifying period, 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.

Section 3. Bonus Schedule

In addition to "2" above, paid vacation days shall be considered as days worked in computing time credited, according to the following bonus schedule:

Employees who have celebrated their third anniversary by September 30	up to and including five (5) days
Employees who have celebrated their tenth anniversary by September 30	up to and including ten (10) days
Employees who have celebrated their fifteenth anniversary by September 30	up to and including twenty (20) days
Employees who have celebrated their twentieth anniversary by September 30	up to and including twenty-five (25) days
Employees who have celebrated their thirtieth anniversary by September 30	up to and including thirty (30) days

ARTICLE 20, continued

- (A) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one (1) week.**
- (B) Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.**

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

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

Section 4. Vacation Schedule

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

All seniority employees shall enjoy vacation benefits in accordance with the vacation schedule in the 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.

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

ARTICLE 20, continued

All employees with fifteen (15) years or more of seniority shall receive four (4) weeks' vacation providing they work at least sixty (60) days during the qualifying period. When the anniversary date of an employee's fifteen years of service falls within the vacation period, he shall not be entitled to the fourth week's vacation until after the anniversary date. If the anniversary date falls beyond the vacation period, he shall not be entitled to the benefits of this section until the next vacation period.

All employees with twenty (20) years or more of seniority who have worked sixty (60) days in calendar year shall receive five (5) weeks' vacation, plus bonus hours, as in the National Master Freight Agreement.

All employees with thirty (30) years or more of seniority who have worked sixty (60) days during the qualifying period shall receive six (6) weeks of vacations effective April 1st, 2004, plus bonus hours, as described in Article 20, Section 3 of this agreement.

Section 5. Vacation Pay**A. Computation of Vacation Pay**

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. Due Date of Payment

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

C. Holidays During Vacation

If any of the holidays set forth in 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. Accrued Vacation Payable to Estate

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

E. Selection of Vacation

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

ARTICLE 20, continued

F. Any employee who earns more than ten (10) days vacation in a contract year may elect to take vacation time in one day increments, not to exceed more than ten (10) days in a vacation period, in accordance with the guidelines in Article 22, Section 1.

Section 6. Vacation Period

A. Date of Vacation Period

The period beginning May 1st and ending September 30th 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. Seniority and Preference

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 person. During the months of May through September, the Employer shall schedule for vacation a minimum of fifteen (15%) of the employees who have qualified.

C. No Pay in Lieu of Vacation

All vacations earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation.

Section 7. Posting of Schedule

The Employer shall post the vacation schedule no later than April 15th of each year, and where the employees fail to exercise their selection in accordance with their seniority for the vacation period of their choice, same shall be forfeited.

ARTICLE 21 - WAGES AND JOB CLASSIFICATIONS

Section 1. Minimum Across the Board Increase

General Hourly Wages Increases:

<u>After Vote 2013 – 7% Reduction - \$1.64</u>	
<u>4-1-2014-</u>	<u>\$0.44</u>
<u>4-1-2015-</u>	<u>\$0.44</u>
<u>4-1-2016-</u>	<u>\$0.45</u>
<u>4-1-2017-</u>	<u>\$0.58</u>

ARTICLE 21, continued

ENTRY RATES (NEW HIRES)

Effective July 1, 2013 all probationary employees shall receive the following hourly rates of progression pay:

1. Effective first day of employment - 70% of the current rate.

2. Effective first anniversary date of employment - 75% of the current rate.

3. Effective second anniversary date of employment – 80% of the current rate

4. Effective third anniversary date of employment – 90% of the current rate

5. Effective fourth anniversary date of employment – 100% of the current rate

The term “current rate” is applicable hourly rate of pay for the job classification including all wage and cost-of-living adjustments payable under this agreement.

The same cost of living adjustment shall be applied to this agreement as specified in the N.M.F.A. Article 33 starting April 1, 2009 and every year thereafter.

Section 2. Minimum Wages and Job Classifications - Office Clerical Workers

The following group and job classifications determining each employee's hourly rate of pay are effective April 1, 2008.

HOURLY RATE

GROUP 1

	After Vote 2013	4/1/14	4/1/15	4/1/16	4/1/17
Rate Clerks	\$22.04	<u>\$22.48</u>	\$22.93	<u>\$23.39</u>	<u>\$23.97</u>

HOURLY RATE

GROUP 11

	After Vote	4/1/14	4/1/15	4/1/16	4/1/17
Lead Accounting Clerks	\$21.81	\$22.25	\$22.69	\$23.14	\$23.72
OS&D Clerks					
Operations Clerks					
General Secretaries					
Stenographers					

ARTICLE 21, continued

Rate Clerk Trainees
 Cashiers
 Payroll Clerks
 Key Punch
 Operators
 Teletype Operators

General Clerks
 Accounts Receivable & Payable Clerks
 Billing
 Manifesting & Routing Clerks
 Tracing Clerks
 Clerk Typists
 File Clerks
 Mail Clerks

Section 3. Profit-Sharing Bonus

1. **If the Employer achieves a published, annual operating ratio of 96.0 or below for any full calendar year during this agreement (2014 through 2017), each employee will receive a bonus based on their individual W-2 earnings (excluding any profit sharing bonuses) for the year in which the qualifying operating ratio was achieved according to the following schedule:**

ABF Published Annual Operating Ratio	Bonus Amount
95.1 to 96.0	1%
93.1 to 95.0	2%
93.0 and below	3%

2. **The profit-sharing bonus will be distributed to the employees by separate check within 60 days of the end of the calendar year. An employee must be on the ABF seniority list for the entire calendar year in question to be eligible for such a bonus. Any employee who resigns, retires or otherwise incurs a termination of employment, whether voluntary or involuntary, during the year in question shall not be eligible for a year-end bonus.**
3. **There shall be no inter-company charges initiated by the employer or changes in accounting assumptions or practices (GAAP), except as required to conform to governmental regulations, for the purpose of defeating the calculation of the annual operating ratio.**

ARTICLE 21, continued

Section 4. Group Classifications

For the purpose of classifying employees into their respective groups and job classifications, the following definitions shall be used.

GROUP 1

Rate Clerks: those employees who are assigned to determining classifications and freight rates on all types of commodities and movements from all tariffs; furnish company personnel and customers with information on applicable ICC Rules and Regulations, as well as Classification Rules and Tariff Authority for the rates quoted; may update tariffs and supplements; perform other duties as assigned.

ARTICLE 21, continued**GROUP 11**

Lead Accounting Clerks: employees who are assigned to accounting work of a high degree of difficulty and responsibility under general supervision; exercise initiative and judgment in carrying out established procedures; provide group leadership of a number of clerical workers engaged in similar routine office work; perform other duties as assigned.

OS&D Clerks: employees who are assigned to investigate over, short and damaged shipments and refused and unclaimed shipments; attempt to determine cause of damage, locate shortages, bill of overages, may perform dock checks; may trace overages and shortages by teletype or telephone; may acknowledge and investigate claims; perform other duties as assigned.

Operations Clerks: employees who are assigned to perform the routine clerical functions in assisting, recording and providing information for dispatchers, operations or dock supervisors; perform other duties as assigned.

General Secretaries - Stenographers: employees who are assigned to perform general office work in relieving supervisors and other company officials of minor administrative and clerical duties; take dictation, either by shorthand or sound recorder, and transcribe dictated material; handle telephone messages and keep appointment records for supervisors or salesmen; handle routine matters under instruction; keep special files relating to work or supervisor or salesman; perform other duties as assigned.

Rate Clerk Trainees: employees who are assigned to learn to calculate freight rates from tariffs and to keep current files of freight tariffs; also learn to audit rates and extensions on shippers' or connecting line bills; may assist the rate clerk with other duties while in the training process; perform other duties as assigned. (Within six months, the rate clerk trainee shall automatically be elevated to Group I).

ARTICLE 21, continued

Cashiers: employee who are assigned the responsibility for reconciling the cash collections with the drivers; paid freight bills; may prepare cash and checks for deposit and operate business machines required for such work; perform other duties as assigned.

Payroll Clerks: employees who are assigned to computing the payroll from individual time cards, work tickets, etc., and keep various records in connection with payroll; may make out individual pay checks. perform related duties in making up the payroll, such as cost reports, health, welfare, and pension reports; may operate a calculating and check writing machine, or other machines connected with the work; perform other duties assigned.

GROUP III

Key Punch Operators: employees who are assigned to operate numeric and alphabetic key punch machines, a gang punching machine, sorter, collator, and a key punch verifier, duplicate punched tabulating cards on the key punch duplicator; perform other duties as assigned.

Teletype Operators: employees who are assigned to sending and receiving written teletype messages using a machine similar to a typewriter keyboard which cuts a tape for transmission and is connected electrically to a machine or machines in other branches or central offices; may be responsible for the collection or distribution of messages and may be required to keep a log of incoming or outgoing messages; may perform other duties as assigned.

General Clerks: employees who are assigned to clerical duties of a semi-repetitive nature involving some judgment as to choice of details. These duties would pertain to other jobs within the same wage group. Perform other duties as assigned.

Accounts Receivable and Payable Clerks: employees who are assigned to performing accounts receivable and/or payable duties involving the receiving and totaling of receipts, preparing records for transmission to central collection, preparing statements, delinquent notices; works on collections by letter and telephone; computes charges, compares documents for discrepancies, gives credit information to drivers; may perform routine accounting operations, such as posting simple journal vouchers, accounts payable vouchers; entering vouchers in voucher registers, reconciling bank accounts; post subsidiary ledgers controlled by general ledgers perform other duties as assigned.

ARTICLE 21, continued

Billing, Manifesting and Routing Clerks: employees who are assigned to prepare freight bills to be sent to customers showing an itemized account of the amount they owe; use a typewriter, typewriter billing machine, or any other machine used for preparing freight bills; transcribe by means of lettered key from bills of lading or shipping order or document, the necessary information such as customer's name, address, etc.; record compilations of rate clerk and route clerk onto freight bill; may make a record (manifest) of shipments on any unit, and may code bills of lading or freight bills to show proper destination by terminal, area, unit or run number, etc.; may operate office machines necessary and may prepare data required; perform other duties as assigned.

Tracing Clerks: employees who are assigned duties involving requests from customers or company personnel for information regarding shipments; check records and company personnel to obtain information and notify inquirer by telephone, letter or teletype or other machine; contact customers for appointment deliveries, COD shipments and Order Notify Shipments; perform other duties as assigned.

Clerk Typists: employees who are assigned the duty to perform miscellaneous typing or clerical duties such as sending statements, addressing envelopes, copying data from one record to another, filing in report forms; all the work being routine or straight copy from rough draft or corrected copy; may perform other simple clerical duties as assigned.

File Clerks: employees who are assigned to keep shipping order copies of bills of lading, freight bills, manifest, correspondence, cards, invoices, bills, and other records arranged systematically; sort and place new material in systematic order; on request, locate material from the files, perform other duties as assigned.

Mail Clerks: employees who are assigned to sorting, preparing for mailing, stamping and sealing outgoing mail; keep records on registered mail; wrap material for mailing; furnish clerical workers with supplies, run errands, may operate stamping machine, sealing machine, wrapping machine, may sort and distribute incoming mail, perform other duties as assigned.

ARTICLE 22 - HOLIDAYS**Section 1. Recognized Holidays**

The following shall be recognized as paid holidays under this Agreement:

New Year' Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Decoration Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Three Personal Day's

The Employer shall grant three percent (3%) of the workforce to take personal holidays and/or single day vacations on a daily basis unless otherwise mutually agreed to. This will insure a minimum of one (1) employee per day. This is above the vacation compliment. Personnel holidays and/or single day vacations shall be granted in seniority order between April 1st and April 30th, then after, they will be awarded on a first-come, first serve bases.

As it concerns the Veteran's Day holiday, the employer shall grant five percent (5%) of the work force to be off utilizing a personal holiday and/or single day vacation in accordance with the above listed rules, unless otherwise mutually agreed to. The single day vacation eligibility shall be governed by this language of Article 20, Section 5 (vacation). This language shall apply when there are ten (10) or more seniority employees.

Unused Personal Holidays shall be paid at the end of each contract year to all eligible employees.

Seniority employees who have worked less than ninety (90) days in the contract year shall receive unused days as follows:

Thirty (30) days worked - one (1) day

Sixty (60) days worked - two (2) days

Ninety (90) days worked - three (3) days

Section 2. Pay if Not Worked

- A. Any employee covered by this Agreement on the seniority list who was not ordered for work on a holiday shall nevertheless be guaranteed the above holidays provided such employee makes himself available for work on the scheduled work day before and the scheduled work day following the holiday

ARTICLE 22, continued

B. Any employee covered by this Agreement who is not on the Employer's seniority list who works three (3) days in any calendar week during which one of the above listed holidays occur, but who was not ordered to work on the holiday shall nevertheless receive one (1) day's pay for the holiday.

C. These provisions shall also apply if a holiday falls on a Saturday. If, during any holiday week, an employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

Section 3. Pay if Worked

All provisions of Article 16, Section 6 of this Agreement, with respect to holiday pay shall apply to work performed on any of the recognized holidays.

Section 4. Holidays Occurring on Sunday

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday, and paid for as such.

ARTICLE 23 - HEALTH, WELFARE AND PENSION**Section 1. Participation and Contribution**

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations, of the Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purposes of providing and maintaining benefits hereto fore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract.

Upon execution of this Agreement, the signatory and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present Trust Agreement.

A. Welfare and Pension Contribution Plan A

Effective August 1, 2013, the Employer' contribution to the combined Funds shall be increased up to \$1.00 per hour with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

ARTICLE 23, continued

Effective August 1, 2014, the Employer's contribution to the combined Funds shall be increased up to an additional \$1.00 per hour with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2015, the Employer's contribution to the combined Funds shall be increased up to an additional \$1.00 per hour with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2016, the Employer's contribution to the combined Funds shall be increased up to an additional \$1.00 per hour with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2017, the Employer's contribution to the combined Funds shall be increased up to an additional \$1.00 per hour with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

B. The only increases in the Employer contribution during the term of this Agreement shall be those provided for in the ABF National Master Freight Agreement.

C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund., Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes 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. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

ARTICLE 23, continued

D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution of the Welfare and Pension Fund (s) created under this contract, in accordance with the Rules and Regulations of the Trustees of such funds, the employees or their representative, after the proper official of the Local Union shall have given 72 hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, including the right to strike, 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.

E. A contribution shall be required for all hours worked or paid, including but not limited to, vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

F. In addition the employer shall make the applicable Health and Welfare Contribution of eight (8) hours a day to a maximum of forty (40) hours in a week for any employee who is on Worker's Compensation for a period of six (6) months.

ARTICLE 24 - EXAMINATIONS AND IDENTIFICATION FEES**Section 1. Examinations**

Physical, mental or other examinations required by any government body shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of two (2).

Examinations are to be taken when required by any government body unless the employee has suffered serious injury or illness. Employees will not be permitted to take examinations during their working hours, unless instructed to do so by the Employer. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at this own expense.

Section 2. Identification

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees, provided that the cost of such personal identification shall be borne by the Employer.

ARTICLE 25 - UNION COOPERATION

The Union, as well as the members thereof, agree at all times, as fully as if may be within their power, to further the interests of the trucking industry and the Employer, and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

ARTICLE 26 - GENERAL PROVISIONS

Section 1. Part-Time Workers

The Employer agrees to the Union's attrition formula for part-time workers. Those that are hired shall be given the opportunity to become full time, before the Employer adds new employees to the full time seniority list. Those part-time employees who elect to become full time employees shall be given a seniority date, and placed on the list as regular employees. For seniority purposes, the date shall be the first day worked as a full time employee. The Company may employ part-time employees provided that the present level April 1, 1998 of full-time employees is maintained.

Part-time, casual and/or extra workers will be permitted to perform work of general office clerk, and they shall be paid the Group II hourly rate. At no time shall they be used for the purpose of defeating the seniority rights of other employees, or where all employees are not gainfully employed on the constituted Seniority list. Said part-time worker shall be guaranteed a minimum of four (4) hours pay at the prevailing rate for each date worked.

Part-time employees shall, as a condition of employment, become and remain members of the Union in good standing on the same basis as other employees covered by this Agreement.

Part-time employees shall receive pro-rated holidays and vacation, including Welfare and Pension contributions computed on the basis of the number of hours a week they work, as compared to full time employees. All other benefits shall be paid for on a pro-rated basis in accordance with each company's past practice.

Section 2. Technological Changes

(A) In the event of proposed technological changes, such as the introduction of new office machinery, the Employer agrees to advise the Union representative of same, and further agrees to offer such employment to his present employees before hiring from the outside market. Employees offered such employment shall be qualified or shall qualify to operate such machinery efficiently, subject to a reasonable training and probationary period. Rates of pay for the operation of such new office machinery shall then be decided by the Employer and the Union.

ARTICLE 26, continued

Section 2 (B) As it concerns technological changes it is understood that Article 1 Section 4 (A) and (B) and all other Articles of this agreement shall be in full force. The Employer shall advise the Union of any proposed technological change that results in a significant change in the work of the members of the bargaining unit at least thirty (30) days prior to the intended implementation of such change. The Employer shall promptly meet with the Union to discuss the proposed change and shall furnish any relevant information regarding such change and the impact on the bargaining unit. If the technological change creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees shall perform the new or modified work. The Employer shall provided bargaining unit employees with training required utilizing the new technology, if necessary. Any such training shall be provided during normal work hours or, if such is not practical, the employees shall be compensated for training at the applicable contract rates.

No bargaining unit work shall be performed by individuals who are not members of the bargaining unit, unless otherwise permitted by this contract. In the event a lawful work relocation results in a loss of bargaining unit positions, the displaced employees shall have the right to follow the work or exercise their seniority within this bargaining unit. The Employer shall pay any costs associated with a relocation.

Section 3. Sub-Contracting

The Employer, identified herein, agrees to refrain and cease any sub-contracting of clerical work. Said sub-contracting shall be construed under this section so as to prohibit outside agencies from providing secondary employees for the purpose of performing any clerical work covered by the bargaining unit as defined herein.

Where employment agencies are used for the purposes of providing new employees, said new employees shall, nonetheless, be considered primary employees of the primary employer and this contract, in its entirety, shall apply.

Section 4. Union Activity

Any employer, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his/her acts as such official of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 26, continued

Section 5. Access to Premises

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Employer's business.

Section 6. Inspection of Payroll Records

Whenever a complaint is made concerning the wages of an employee, an authorized and qualified representative of the Union shall have the right to inspect the Employer's pay records and the time cards of the employee involved at a mutually convenient time.

Section 7. Posting of Notices

The Employer agrees to the posting within his business premises of notices of Union meetings by the Local Union at a place designated by the Employer.

Section 8. Lie Detector Test

The Employer shall not required, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

Section 9. Equal Employment Opportunity

Employees will be selected, hired, assigned, trained, transferred, promoted, laid off and compensated without discrimination because of race, creed, color or national origin.

ARTICLE 27 - SAVINGS AND SEPARABILITY CLAUSE

If any articles or sections of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any articles or sections should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto, or the application of such articles or sections to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 27, continued

In the event than any articles or sections are held invalid or enforcement of, or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement; either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this Agreement to the contrary.

ARTICLE 28 - JURY DUTY

Effective April 1, 1998, all regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of fifteen (15) days pay for each contract year.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of fifteen (15) days for each contract year.

ARTICLE 29 - EMERGENCY RE-OPENING

In the event of war, declaration of emergency, imposition of mandatory economic controls, the adoption of a National Health Program or any Congressional or Federal Agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice, and request re-negotiation of the provisions of this Agreement directly affected by such action.

Upon the failure of the parties to agree in such negotiations within the subsequent sixty (60) day period, thereafter either party shall be permitted all lawful or economic recourse to support its request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to prevent economic action at the expiration thereof.

ARTICLE 30 - Termination Clause

This Agreement shall be in full force and effect from April 1, 2013, to and including March 31, 2018, and shall continue in full force and effect from year to year thereafter, unless either party gives the other notice, in writing, at least sixty (60) days before the expiration date in any year that it does not desire the contract to be renewed automatically for the ensuing year.

In the event of an inadvertent failure by either party to give the notice set forth in the above paragraph, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with this provision, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereby have caused the within Agreement to be executed by its duly authorized representatives or Officers.

FOR THE EMPLOYER:

By: Signature and Title

Date: _____

FOR THE UNION:

**TEAMSTERS LOCAL UNION No.701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

BY: Ernie Soehl President

Date: _____

MAINTENANCE OF STANDARDS

1. Maintenance of Standards

All conditions of employment contained in the current Local 701 Agreement expiring March 31, 2013 relating to wages, hours of work, fringe benefits and local general working conditions, and all established local past practices providing for better wages, hours and working conditions than those contained in the National Master Freight Agreement and Supplement shall be maintained at not less than the highest standard in effect at the signing of this Agreement. Such better conditions shall prevail notwithstanding the provisions of any other agreement.

2. Eight (8) Hours Guarantee

All employees identified hereinabove shall be guaranteed on any day, eight (8) hours when they report for work, Monday through Friday; Saturdays, Sundays and Holidays included.

3. Sunday - Holiday - Overtime Rate

Employees assigned to work on a Sunday evening, or in the evening of a holiday (except where the holiday falls on Saturday, in which case paragraph following shall apply), and whose work ends on the following day, shall be paid at the Sunday or Holiday overtime 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.

All hours worked on a 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 eight (8) hours paid at the rate of two and one-half times the straight time hourly rate. Hours worked in excess of eight (8) on such holiday Saturday shall be paid at the rate of three times the straight time hourly rate.

4. Fixed Starting Time

The present starting times for employees shall be continued during the term of this contract. Such employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time. 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 are unable to agree on the change of starting time, the issue may be submitted to the grievance procedure.

5. Vacations

All employees with fifteen (15) years or more of seniority shall receive four (4) weeks' vacation, providing they work at least sixty (60) days during the qualifying period. When the anniversary date of an employee's fifteen (15) years of service falls within the vacation period, he shall not be entitled to the fourth week's vacation until after the anniversary date. If the anniversary date falls beyond the vacation period, he shall not be entitled to the benefits of this section until the next vacation period.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have twenty (20) years or more, shall be entitled to five (5) weeks vacation with pay, providing they have worked at least sixty (60) days as required above.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have thirty (30) years or more, shall be entitled to six (6) weeks vacation with pay, providing they have worked at least sixty (60) days as required above.

FOR THE EMPLOYER:

Company Name

By: Signature and Title

DATE: _____

FOR THE UNION:

**TEAMSTERS LOCAL UNION NO. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

By: Ernie Soehl President