

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



**For The Period of  
April 1, 2013 through March 31, 2018**



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

**For the Period  
April 1, 2013 to March 31, 2018**

**PREAMBLE**

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

The undersigned Employer Association or Employer, as applicable, (hereinafter called Employers or Company) and the Maryland-District of Columbia Freight Council and Local Union numbers 355, 453, 639 and 992 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

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

**ARTICLE 40. SCOPE OF AGREEMENT**

**Section 1. Employees Covered**

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work,

checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

(b) Student Driver – In the absence of an agreed-to training program, employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) Hired or Leased Equipment – In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his services, as well as the ends to be accomplished.

(d) The prevailing city cartage provisions shall govern all wages and conditions on runs exclusively within a radius of forty (40) miles of City Hall, and in Washington, D.C. it shall be the Nation's Capitol. Road drivers on letter of layoff who are qualified shall be offered extra local cartage work ahead of casuals. Local cartage employees on letter of layoff who are qualified shall be offered extra road work ahead of casuals.

These restrictions on city or local work are applicable in all areas in which the Employer has terminals or makes pickups or deliveries in connection with the over-the-road operations.

## **Section 2. Local Cartage/Road Work**

(a) Local cartage employees shall not perform road work and road drivers shall not perform local cartage work except as otherwise provided for within the NMFA or Supplement.

(b) Road drivers shall be allowed to make one (1) pickup and/or one (1) delivery within the forty (40) mile city radius.

(c) Road drivers will be permitted to drop and/or hook their own units to expedite departure and avoid unnecessary delay at any location.

## **Section 3. Addenda/Supplements**

Addenda or supplements to this Agreement providing for better wages, hours, and working conditions, which have previously been



negotiated by Local Unions and Employers affected and put into effect, shall be continued, subject to the approval of the Maryland-District of Columbia Joint Area Committee. The parties agree that specific situations may arise which may not be covered by this Agreement; in such situations the Employer and the Local Union may mutually agree to a satisfactory solution. Such Agreement must be reduced to writing and approved by the Maryland-District of Columbia Joint Area Committee.

#### **Section 4. Supervisory Personnel**

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement.

However, where no local cartage employees are on the property, a supervisor can load an unscheduled customer pickup on an occasional and incidental basis. It is understood that this provision is intended to apply only to unanticipated situations taking less than thirty (30) minutes. The Company shall not intentionally schedule such pickups for times when the local cartage employees are not available.

The Union recognizes that subject only to the express provisions of this Agreement, the supervision, management and control of the Employer's business is exclusively the function of the Employer.

#### **Section 5. Subcontracting**

(A) The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violation through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. The Employer may subcontract local cartage work, including pickups and deliveries, when all regular employees at a particular location are either working, have been offered work or are scheduled to work, except in no event shall road work presently performed or runs established during the life of this agreement be farmed out. No dock work shall be farmed out except for existing situations established by agreed to past practices. Over flow loads maybe delivered pursuant to the provisions of Article 29. Loads may also be delivered by other agreed-to methods or as presently agreed to. Other persons performing subcontracted work which is permitted herein shall

receive no less than the equivalent of the economic terms and conditions of this agreement and the applicable supplement. It is understood that several factors including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Maryland-District of Columbia Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes which allege a violation of this Section. The Maryland-District of Columbia Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairman, or their designees, of the Maryland-District of Columbia Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis to resolve alleged disputes of this Article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include: (1) Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor; (2) Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted; (3) Failure to add employees to the seniority list.

It is a violation of Article 32 for the Employer to knowingly subcontract bargaining unit work to be performed by a subcontractor while any regular scheduled or regular unscheduled employees including "shapes" or percenters are on layoff unless they have been offered and refused such work (or attempt to contact the employee is unsuccessful, which shall be verified).

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

(B) For the purpose of: (1) preserving work and job opportunities for the employees covered by this Agreement; (2) protecting the standards of employment covered by this Agreement; and (3) recapturing lost job opportunities; all to the maximum extent legally permissible.

(a) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement.

(b) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and conditions of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of this Agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

(c) In order to protect the economic terms and conditions of employment of this Agreement, the respective Union may request from the employer, within ninety (90) days following ratification of this Agreement, the economic terms and conditions of employment paid its subcontractors to the Maryland-District of Columbia Supplemental Subcontracting Committee for review.

## **ARTICLE 41. UNION SHOP AND DUES**

See National Master Freight Agreement, Article 3. The Employer shall check off dues the 1st pay day of the month and remit same to the Local Union by no later than the 15th of the month.

## **ARTICLE 42. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary 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 that, unless mutually agreed, seventy-two (72) 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 men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. In the case of an elected or duly appointed Union Officer or Business Agent, the Union shall notify the Company of the employee's election or appointment by certified mail, and the individual's leave of absence shall be deemed to have commenced upon receipt by the Company of this notice. Within thirty (30) days on which the leave of absence commences, a full time elected or duly appointed Union officer or Business Agent shall be paid a prorated vacation pay pursuant to this Agreement.

### **Section 2. Leave of Absence**

The following shall apply to leaves of absence other than provided for under the Family and Medical Leave Act of 1993. Any employee desiring leave of absence from his employment shall secure writ-

ten permission from both the Union and Employer. The maximum leave of absence shall be sixty (60) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry for another Employer. 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 must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Local Union or the Employer.

### **Section 3.**

Agreements now prevailing between the individual Employer and the Local Union involved regarding employees now on leave of absence because of employment by the Union shall remain in full force and effect.

### **Section 4.**

When a driver's permit is suspended and he does not work he shall have accumulated seniority but will not be entitled to a vacation for the one or more years he did not work. Such accumulated seniority shall not exceed three (3) years.

### **Section 5. Leave for Non-covered Position**

In the event an employee has opportunity to try for a position with the same Company but not in any classification of work covered by this Agreement, such employee shall be granted permission to be absent from his classification for a period not to exceed sixty (60) calendar days for such purpose. It is agreed that the Employer will continue payment of appropriate contributions into the Local Union Health and Welfare and Pension Funds for the period of absence from the classification. It is understood that this period cannot be extended and at the end of the sixty (60) calendar day trial period, the employee shall: (1) return to his classification with no loss of seniority; or, (2) should he elect to remain in the non-covered job, the employee shall relinquish all classification seniority.

## **ARTICLE 43. GRIEVANCE MACHINERY COMMITTEES**

### **Section 1. ABF Eastern Region Supplement Committee**

The Employer Association and the Local Unions shall together establish the ABF Eastern Region Supplement Committee. Such Committee shall have jurisdiction over disputes, grievances, complaints and changes of operations involving Local Unions and Employers operating under this Agreement. The said Committee shall consist of an equal number of representatives appointed by the Employer Association and the Local Unions. The ABF Eastern Region Supplement Committee shall maintain rules of procedure to govern the conduct of its proceedings. Such rules shall not conflict with this Agreement. The parties to this Agreement declare it to be their desire and intent that the determination and votes in all matters by all members of the Committee shall be factual and open-minded in character, rather than as representatives of the respective parties.

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in a contiguous territory, which has a labor agreement signed with the Employer or Company or is a party to an area or region agreement, such dispute or grievance shall be handled under the usual procedure established by such labor agreement. It is understood that any grievance of any employee working under this Agreement shall be processed by the Committees as set out herein. This shall not be construed to prohibit a Local Union in any other territory who has a labor agreement signed with the Employer or Company or is a party to an area or region agreement from filing and processing grievances arising under contracts in such areas if such grievance is a result of an operation under this Agreement.

### **Section 2. ABF Eastern Region Area Committee**

The Employers and the Unions shall together create the permanent ABF Eastern Region Area Committee, which shall consist of delegates from the Eastern Region Area. This ABF Eastern Region Area Committee shall meet at established times and at a mutually con-

venient location as provided for in the Eastern Region Memorandum of Understanding and rules of procedure established by the parties.

### **Section 3. National Grievance Committee**

All questions of interpretation involving any Article in the ABF National Master Freight Agreement not specifically covered in this Agreement shall be promptly referred to the National Grievance Committee by the Joint Area Committee.

### **Section 4. Function of Committees**

It shall be the function of the various committees, above-referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedure established in Article 44, Section 2. All Committees established under this Article may act through subcommittees duly appointed by such Committee.

### **Section 5. Attendance**

Meetings of all Committees above-referred-to may be attended by each member of such Committee or his alternate.

### **Section 6. Examination of Records**

The Local Union, the ABF Eastern Region Supplement Committee and the ABF Eastern Region 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 is in dispute, or records pertaining to a specific grievance.

### **Section 7. Road and City Interpretations**

When matters involving the interpretation of common language, clauses, articles, etc., of this Supplemental Agreement are before a Joint Committee at any level of the grievance procedure, such matters shall be heard before the Committee authorized under the Grievance Procedure of this Supplement.

### **Section 8. Change of Operations**

An Employer shall not effect a Change of Operations which is limited to altering present terminals, relays or breaking points from a

location within the area covered by this Supplemental Agreement to another location within the area covered by this Supplemental Agreement, without the Employer first having asked for and received approval from the ABF Eastern Region Supplement Committee. This shall not apply to a location, solely within the area covered by this Supplemental Contract, within a forty (40) mile radius. This provision does not apply to a Change of Operations involving locations covered by one or more Agreements supplemental to the National Master Freight Agreement. ABF Eastern Region Supplement Committee shall also have jurisdiction over the closing of terminals in the area covered by this Supplemental Agreement with regard to employee seniority.

## **Section 9. Written Statements of Witnesses**

The parties agree that every effort will be made to insure that testimony relevant to the decision of the ABF Eastern Region Supplement Committee shall be personally presented to the ABF Eastern Region Supplement Committee at the hearing. Where a witness will be unavailable to testify at the hearing and a party desires to introduce a written statement of testimony, such written statement will be admissible only under the following conditions:

1. The statement is given under oath in the presence of a Notary Public and this fact is acknowledged by the Notary on the face of the statement.
2. The statement is signed by the witness.
3. The statement is personally served on or received by the opposing party by registered or certified mail or facsimile (preceded by telephone notification of pending facsimile) at least two (2) days prior to the scheduled hearing date, absent extraordinary circumstances.

## **Section 10. Conflict of Interest**

If there is conflict or disagreement between an employee directly involved in a grievance and his Local Union, the employee may request special permission to present his own evidence, witnesses and arguments.



## **ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY**

### **Section 1.**

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

### **Section 2.**

(a) Disputes and grievances shall first be taken up by the job steward, and if no settlement is reached then taken up between the Business Representative of the Local Union involved and the Company Representative. Failing adjustment by these parties, the following procedure shall then apply:

(b) All grievances must be made known in writing to the other party within fourteen (14) calendar days after the reason for such grievance has occurred or within fourteen (14) calendar days after the driver has reported back to home terminal. If unable to settle such grievance, within a total of thirty (30) calendar days after reason for such grievance has occurred, such grievance must be submitted to the ABF Eastern Region Supplement Committee, or the complaint will be automatically voided unless mutually agreed to by the parties to extend the time period. Where there is a proven violation of the hourly or mileage rate provision in this contract, the above time limits shall not apply.

### **Section 3.**

(a) It is agreed that all matters pertaining to interpretation of any provision of this Agreement shall be referred to the ABF Eastern Region Supplement Committee for final decision at the request of either party.

(b) Except as otherwise provided in paragraph (c), deadlocked cases shall be referred to the ABF Eastern Region Area Committee. No interpretation of any provision of this Agreement shall be made on the Local Union level.

(c) All cases deadlocked in the ABF Eastern Region Supplement Committee may be submitted to an impartial arbitrator, if a majority of the Committee determines to submit such matter to an arbitrator for decision; the arbitration procedure set forth in paragraph (d) shall apply. Otherwise, a deadlocked case shall be referred to the Eastern Region Joint Area Committee.

(d) Any discharge case deadlocked by the ABF Eastern Region Supplement Committee shall be submitted to an impartial arbitrator for final determination as follows:

### **Expedited Arbitration Procedure**

In order to ensure the availability of qualified arbitrators, the Employer Association and the signatory Local Unions, or through their respective counsel, shall agree upon the selection and retention of a panel of seven (7) permanent arbitrators. In the event that the Employer Association and the Local Union are unable to agree upon the selection and retention of a full panel within sixty (60) days following the execution of this Agreement, the parties shall petition the Federal Mediation and Conciliation Service for a panel of ten (10) arbitrators from which the remaining positions shall be filled. The seven (7) arbitrators on the Maryland-District of Columbia permanent panel shall be assigned to hear cases on a rotating basis subject to availability. The arbitrator on the panel assigned to hear a particular case shall promptly notify the parties of a mutually convenient time and place for the hearing which shall be conducted as expeditiously as practicable. The parties shall have the right to file written briefs to the arbitrator following the close of the hearing record.

The decision of the arbitrator shall be specifically limited to the matter submitted to him; he shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final and conclusive on the Employer, the Union, and the employee involved. Failure to comply with the decision of the arbitrator withdraws the benefits of Article 44. The arbitrator's fees and expenses shall be borne equally by both parties.

(e) Failure of any Committee referred to above, to meet without fault of the complaining side, refusal of either party to submit to or appear at the Grievance Procedure at any stage, or failure to comply with any final decision withdraws the benefits of Article 44.

(f) Where any Committee referred to above in this Article, by majority vote, settles a dispute such decision shall be final and binding on all parties, with no further appeal.

(g) In the event of strikes, work stoppages, or other activities which are permitted in case of deadlock, default, or failure to comply with majority decisions, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties, to resolve all questions of interpretation by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

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

#### **Section 4.**

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

Action for delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

## **Section 5.**

All grievances submitted for interpretation must be ruled on within ninety (90) calendar days by the ABF Eastern Region Supplement Committee except by mutual agreement of the Co-Chairmen of the Negotiating Committee to extend the time or as provided for in the rules of procedure.

# **ARTICLE 45. DISCHARGE OR SUSPENSION**

## **Section 1. Discharge or Suspension**

The Employer shall not discharge or suspend an employee without just cause. The parties agree that where a particular offense is covered by the Maryland-District of Columbia Uniform Rules and Regulations (Appendix A), the discipline taken because of an offense will be consistent with these rules and regulations. The parties further agree that where the offense is not covered by the Maryland-District of Columbia Uniform Rules and Regulations, the Employer may impose appropriate discipline under this Contract.

### **(a) Work Pending**

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

### **(b) Warning Notice**

In respect to discharge or suspension, the Employer shall give at least one (1) written warning notice of the complaint against such employee to the employee, in writing, and a copy of this warning notice shall be sent to the Local Union which shall have the responsibility of representing the employee; however, no warning letter or

notice of intent to discharge need be given to an employee for his discharge if the cause of such discharge is one of the following items:

(1) Dishonesty.

(2) Drinking – which shall include drinking during working hours (including lunch time) or being under the influence of alcohol during working hours. NOTE: When an Employer has good reason to believe that an employee may be under the influence of alcohol, the Employer can require submission to a sobriety test. Any test for impairment by or under the influence of alcohol must be administered by a person qualified to both conduct the test and evaluate the results of the test. It is specifically understood that the Union reserves the right to contest the qualification of the person administering the sobriety test and the burden of proof rests with the Employer to demonstrate that the person administering the test was in fact, qualified. When possible the Employer shall utilize a doctor or clinic to administer the sobriety test. In the event an employee refuses to take a sobriety test administered by a qualified person, as described herein, this shall be prima facie evidence of being under the influence.

(3) Recklessness resulting in serious accident while on duty.

(4) The carrying of unauthorized passengers consistent with Article 13.

(5) Unprovoked assault on any person during working hours or on company premises.

(6) Calling an unauthorized strike or walkout consistent with Articles 4 and 8.

(7) Unauthorized transportation, possession or use of a narcotic drug, amphetamine, a formulation of amphetamine or a derivative of a narcotic drug during working hours.

(8) Knowingly leaving the scene of an accident while in the service

of his Employer and during working hours and/or failure to report an accident.

(9) Willful damage to company property whether on duty or not on duty, or customer property while on duty.

(10) The refusal to follow a direct order which is not in violation of the contract or law.

(11) Drug Intoxication as provided in Article 35.

(12) Carrying firearms on company property or equipment.

(13) Flagrant abuse of on duty paid for time may be subject to discharge.

(14) Willful negligence resulting in a serious hazardous materials incident or spill.

The warning notice as herein provided is part of the Union's and Employer's determination to apply the principle of constructive progressive discipline under the terms of this Agreement. A warning notice shall have no force or effect for purposes of supporting more severe disciplinary action after nine (9) months from the date thereof, which said nine (9) months shall be extended for the period of any absence for which Worker's Compensation is paid. Protest of a warning notice shall be the primary responsibility of the employee receiving such a warning notice. The warning notice shall be issued by certified or registered mail or in person to the employee with a copy to the Union and the steward. A warning letter shall be issued within fourteen (14) calendar days from the date the Employer becomes aware of the infraction. Any protest to a warning letter must be made in writing, and mailed within fourteen (14) calendar days from the date the employee received the warning notice. An employee's protest of a warning notice shall be sent to the Employer, certified or registered mail, with a copy to the Local Union, and shall set forth in some detail the basis for such protest. While recognizing that the primary responsibility to protest the issuance of a warning letter rests with the employee involved, the

Local Union does not waive any of its rights to independently protest the use of a warning notice should further disciplinary action be taken based upon a prior warning notice. Warning notices as such shall not be subject to arbitration under the terms of this provision.

Notice of discharge or suspension must be in writing and delivered in person or by Certified Mail, Registered Mail or telegram to the employee and the Local Union which has the responsibility for representing the employee.

### **(c) Suspension**

When the Employer determines to impose a disciplinary suspension, it shall take place within fourteen (14) calendar days after receipt of the decision of the grievance committee if a grievance is filed on such suspension or as otherwise mutually agreed, in writing, between the Employer and the Local Union. A suspension shall not be imposed so as to deprive an employee from qualifying for a holiday. In such cases, the fourteen (14) calendar day limit shall not apply.

### **(d) Investigation Period**

When the Employer determines that an investigation is necessary, he shall notify the Local Union in writing and the investigation period shall not exceed thirty (30) calendar days, unless otherwise mutually agreed between the Employer and the Local Union. During the investigation period, the employee shall continue to work.

## **Section 2. Appeal from Discharge or Suspension**

(a) A Local Union desiring to grieve the discharge or suspension of an employee shall within fourteen (14) calendar days of the receipt of the written notice of discharge or suspension, or where applicable the written notice of intent to discharge, advise the Employer by certified or registered mail that the discharge or suspension is protested. Failure of the Union to protest within the fourteen (14) calendar day period shall conclusively waive the right to review.

(b) If the grievance is not settled within fourteen (14) calendar days

after the notice of protest is sent, the Local Union may refer the grievance to the Maryland-District of Columbia Joint Area Committee for final determination. Any discharge case deadlocked by the Maryland-District of Columbia Joint Area Committee shall be submitted to an impartial arbitrator as provided in the expedited arbitration procedure.

### **Section 3. Audio, Video and Computer Tracking Devices**

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

## **ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES**

### **Section 1.**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. If employee is required to take examinations during working hours, the Company shall pay for all time required to take such examinations.

In the event an employee is required to have such examination by a doctor designated by the Company outside his regular working hours, the employee shall be paid for all time spent at the doctor's office with the exception of one physical per calendar year when the



employee will only be paid after the first one and one-half (1 1/2) hours at the appropriate hourly rate for actual hours involved. Such examination must take place within fourteen (14) days after the employee has provided the Employer's physician with the necessary medical history pertinent to the employee's injury or illness.

The Employer shall have the right to select his own medical examiner or physician at the Company's expense. In case of a dispute, the employee shall have the right to select a medical examiner. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the employee, the Employer and employee doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. The employee shall provide the doctor with the necessary medical history pertinent to the employee's injury or illness. Disputes concerning back pay shall be subject to the grievance procedure.

When the Company's doctor and the employee's doctor agree that the employee is able to return to work, the employee must be allowed to return on his next regular available work day. Disputes concerning back pay shall be subject to the grievance procedure.

## **Section 2.**

Should the Employer find it necessary to require employees to carry personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

## **Section 3.**

Any road driver who suffers an injury while on duty shall be paid the completion of the trip subject to the eight (8) hour guarantee. Any city employee who suffers an injury while on duty shall be paid full compensation for the day on which such injury occurred.

In cases where the doctor permits the employee to return to work

after such injury, and such employee is required to return to the doctor or the hospital for further treatment of such injury, during regular working hours, he shall be paid for such time.

In the event any driver in any classification is unable to perform his usual duties due to inability to pass D.O.T. physical examinations, he shall have the opportunity to perform duties in some other classifications which he is capable and physically able to perform with the Company and shall retain his original seniority status with the Company.

#### **Section 4.**

No employee shall be required to take any form of lie detector test as a condition of employment.

#### **Section 5.**

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

### **ARTICLE 47. PAY PERIOD**

All employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee unless otherwise mutually agreed to by the Union and the Employer. All employees shall be paid during regular working hours on the established payday in effect unless otherwise mutually agreed to by the Union and the Employer.

Should the established payday fall on a holiday provided for in this contract, or on a day where starting times are cancelled due to a contract holiday in another supplemental area, the Employer shall pay employees on the last working day preceding the holiday or the day on which starting times have been cancelled.

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

Employers whose checks are found to be without funds shall be required to pay in cash thereafter.

Employees whose pay is found to be incorrect in an amount of one day's wages or more shall be corrected on that payday or in no event later than forty-eight (48) hours. Employers presently paying the same day, shall continue.

Any dispute arising concerning this Article shall be submitted to the grievance machinery.

## **ARTICLE 48. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, grandchildren, step-children and step-parents), a regular employee shall be entitled to a maximum of four (4) days off with pay to attend the funeral, provided however, that the day or days off must fall between the day of the death and the day of the funeral and within the employee's regularly scheduled work week. Two (2) days guaranteed regardless of day of death or day of funeral.

## **ARTICLE 49. HEALTH AND WELFARE**

(a) The Employer shall contribute to the appropriate Health and Welfare Funds in accordance with the following:

(1) Employers party to this Agreement with Drivers, Chauffeurs & Helpers Local 639, Washington, D.C., shall make payment effective April 1, 2013 of \$6.12 per hour to Teamsters Local 639-Employers Trust Fund on all hours worked for each employee with an eight (8) hour per day minimum unless the employee breaks his guarantee.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

(2) Employers party to this Agreement with Teamsters Local 355, Baltimore, Maryland will make contributions on each employee

for each hour paid, with a maximum of forty (40) hours a week. Effective April 1, 2013 each payment shall be \$7.14 per hour.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

(3) Employers party to this Agreement with Teamsters Local 355, Salisbury, Maryland will make contributions on each employee for each hour worked, with a maximum of forty (40) hours a week. Holidays and vacations paid for shall be considered as days worked for the purpose of this section. Effective April 1, 2013 each payment shall be \$6.97 per hour on each hour worked.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of three (3) months. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such regular employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

For the purpose of determining contributions to the Health and Welfare Fund a regular employee shall be defined as any employee

on the Employer's seniority list who completes eight (8) tours of duty in the month for which contributions are made. Paid holidays and paid vacation days shall be counted as tours of duty except that a vacation day paid while a regular employee is on layoff shall not be counted as a tour of duty.

During the life of this Agreement the Negotiating Committee with the approval of the Trustees shall have the authority to amend the method of contributions to be paid for on an hourly basis.

(4) Employers party to this Agreement with Teamsters Local Union No. 992, effective April 1, 2013 shall contribute for each regular employee \$1290.80 per month to the Hagerstown Teamsters and Motor Carriers Health and Welfare Fund.

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of three (3) months. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such regular employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

For the purpose of determining contributions to the Health and Welfare Fund a regular employee shall be defined as any employee on the Employer's seniority list who completes eight (8) tours of duty in the month for which contributions are made. Paid holidays and paid vacation days shall be counted as tours of duty except that a vacation day paid while a regular employee is on layoff shall not be counted as a tour of duty.

During the life of this Agreement the Negotiating Committee with the approval of the Trustees shall have the authority to amend the method of contributions to be paid for on an hourly basis.

(b) The Employer shall continue to participate in the same Health and Welfare and Pension Funds. During the life of this Agreement, the Employer shall continue to make contributions being paid as of the date of ratification of the ABF NMFA to the appropriate Health

and Welfare and Pension Funds in such amounts as determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.

Increased Employer contributions to Teamster Health and Welfare and Pension Plans: If necessary to maintain the Health and Welfare and Pension benefits, the Employer shall increase its contribution to all Teamsters Health and Welfare and Pension Plans, up to \$1.00 per year as follows:

Effective Dates	Increases in Employer Contributions
August 1, 2013	up to \$1.00 per hour
August 1, 2014	up to an additional \$1.00 per hour
August 1, 2015	up to an additional \$1.00 per hour
August 1, 2016	up to an additional \$1.00 per hour
August 1, 2017	up to an additional \$1.00 per hour

Consistent with past practice under the NMFA, the Supplemental Negotiating Committee will determine the allocation of the negotiated contribution amounts to the appropriate Health and Welfare and/or Pension Funds.

Effective August 1, 2013, the trigger in all Supplements for qualifying for a week's health and welfare contribution will be three (3) days, except for supplements that have a longer requirement. Those Supplements on an hourly contribution will continue their respective practices. The trigger for the obligation to make health and welfare contributions in Supplements that provide for a monthly-based contribution shall remain the same.

The Employer shall only be required to pay those portions of the "up to" \$1.00 per hour increases that are necessary to maintain the benefits as described above.

The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the Joint National Master Committee. The

remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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

By the execution of this Agreement, the Employers party to this Agreement agree to continue or enter into appropriate trust agreements necessary for the administration of such Fund, and authorize Transport Employers Association, or its successor, to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Contributions to the Health and Welfare Fund must be made in accordance with Sections (a) and (b) of this Article on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Contributing Employers shall use the report forms required by the Fund Trustees and shall comply with their instructions in filling out such forms. The Trustees or their designated representatives

shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employers' contribution obligation.

The Joint Committee established pursuant to Article 20 of the National Master Freight Agreement shall have the authority to request all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **ARTICLE 50. PENSION FUNDS**

### **Section 1.**

(a) The Employers agree to the maintenance of the existing Pension Fund of Local 355 Baltimore, Maryland, and effective April 1, 2013, agree to make payments of \$10.305 per hour, for each hour worked with a maximum of forty (40) hours per week, for each employee.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

(b) The Employer agrees to the maintenance of the existing Pension Fund of Local 639, and effective April 1, 2013, agree to make pay-



ments to Teamsters Local 639-Employers Pension Trust Fund of \$11.275 for each hour worked with a maximum of forty (40) hours per week for each employee.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

(c) The Employer agrees to the maintenance of the existing Eastern Shore Teamsters Pension Fund, and effective April 1, 2013, agree to make payments of \$10.425 per hour, for each hour worked with a maximum of eight (8) hours per week for each employee.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks, including the first week. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

For the purpose of determining contributions to the Pension Fund, a regular employee shall be defined as any employee on the Employer's seniority list who completes eight (8) hours of duty in the month or which contributions are made.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months. If a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions until such regular employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

The Employer shall make contributions into the applicable Pension Fund in the maximum amount of eight dollars (\$8.00) per day for casual, extra or probationary employees.

During the life of this Agreement the Negotiating Committee, with the approval of the Trustees, shall have the authority to amend the method of contributions to be paid on an hourly basis.

(d) The Employer party to this Agreement with Teamsters Local Union No. 992, effective April 1, 2013, shall contribute for each regular employee to the appropriate Pension Fund \$1723.37 per month to the Hagerstown Motor Carriers and Teamsters Pension Fund.

For the purpose of determining contributions to the Pension Fund, a regular employee shall be defined as any employee on the Employer's seniority list who completes eight (8) tours of duty in the month for which contributions are made.

If a regular or probationary employee is absent a week or more because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months. If a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions until such regular employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

The Employer shall make contributions into the applicable Pension Funds in the maximum amount of eight dollars (\$8.00) per day for casual, extra or probationary employees.

During the life of this Agreement the Negotiating Committee, with the approval of the Trustees, shall have the authority to amend the method of contributions to be paid for on an hourly basis.

## **Section 2.**

(a) The Employer shall continue to participate in the same Health and Welfare and Pension Funds. During the life of this Agreement,

the Employer shall continue to make contributions being paid as of the date of ratification of the ABF NMFA to the appropriate Health and Welfare and Pension Funds in such amounts as determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.

Increased Employer contributions to Teamster Health and Welfare and Pension Plans: If necessary to maintain the Health and Welfare and Pension benefits, the Employer shall increase its contribution to all Teamsters Health and Welfare and Pension Plans, up to \$1.00 per year as follows:

Effective Dates	Increases in Employer Contributions
August 1, 2013	up to \$1.00 per hour
August 1, 2014	up to an additional \$1.00 per hour
August 1, 2015	up to an additional \$1.00 per hour
August 1, 2016	up to an additional \$1.00 per hour
August 1, 2017	up to an additional \$1.00 per hour

Consistent with past practice under the NMFA, the Supplemental Negotiating Committee will determine the allocation of the negotiated contribution amounts to the appropriate Health and Welfare and/or Pension Funds.

The Employer shall only be required to pay those portions of the “up to” \$1.00 per hour increases that are necessary to maintain the benefits as described above.

The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple health and Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

(b) If an employee is granted a leave of absence the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Funds during the period of absence.

### **Section 3.**

(a) There shall be no other Pension Funds under this contract for operations under this contract.

(b) By the execution of this Agreement, the Employers party to this Agreement, agree to enter into appropriate trust agreements necessary for the administration of such Funds, and authorize the Transport Employers Association to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

(d) Contributions to the Pension Funds must be made in accordance with Sections 1 and 2 of this Article on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund.

(e) The contributing Employers shall use the report forms required by the Fund Trustees and shall comply with their instructions in filling out such forms.

(f) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer

for all individuals performing work within the scope of and/or covered by this agreement, the for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions.

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

(g) The Joint Committee established pursuant to Article 20 of the National Master Freight Agreement shall have the authority to request all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **ARTICLE 51. PROTECTIVE APPAREL**

Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

## **ARTICLE 52. EMPLOYER ASSOCIATION**

The Unions recognize Transport Employers Association (hereinafter referred to as "Association") as the bargaining agent for all Employers on whose behalf the Union has received a current Power of Attorney which designates the Association as such bargaining representative. It is understood and agreed that the Association is acting only as agent in the negotiation of this Contract and that it is agent for those Employers who have authorized it to so act; and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any Union signatory to this Agreement.

## **ARTICLE 53. SENIORITY**

### **Section 1. Principle**

Seniority rights for employees shall prevail.

(a) In local cartage operations, employees in accordance with their classification seniority shall have preference to choose their shift or starting time. Seniority does not give an employee the right to choose a specific unit or load.

In road operations, the Employer recognizes that employees in accordance with their seniority, shall have preference to choose runs and starting times as posted in accordance with the provisions of Article 55.

(b) A probationary employee is an employee as provided in Article 3, Section 2(a) of the National Master Freight Agreement and who is attempting to qualify for regular status and is on probation until he has worked any thirty (30) days within a sixty (60) working day period.

### **CDL Qualified Driver or Mechanics**

Effective the first payroll period following ratification of this agreement, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay as provided for in the National Economic Settlement:

(a) Effective first (1st) day of employment – ninety percent (90%) of the current rate.

(b) Effective first (1st) day of employment plus one (1) year – one hundred percent (100%) of the current rate.

### **Non-CDL Qualified Employees**

Effective the first payroll period following ratification of this agreement, all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression:

(a) Effective first (1st) day of employment - seventy percent (70%) of the current rate.

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

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

(d) Effective first (1st) day of employment plus three years – ninety-five percent (95%) of the current rate.

(e) Effective first (1<sup>st</sup>) day of employment plus four years – one hundred percent (100%) of the current rate.

### **Utility Employee Rate**

Effective April 1, 2013, the Employer shall pay each Utility Employee an hourly premium of \$1.00 per hour over the highest rate the Employer pays to local cartage drivers under the Supplemental Agreement covering the Utility Employee's home domicile. A Utility Employee in progression shall receive the hourly premium in addition to the Utility Employee's progression rate.

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

The term "current rate" is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

(c) Upon completion of the qualification period, probationary employees shall be sent to the Union Hall to enroll in Health & Welfare and Pension Plans and dues check-off and return to Employer with written confirmation that he is so enrolled.

(d) When the Employer needs a probationary employee he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

(e) The Employer shall report to the Local Union the names, social security numbers and addresses of all replacement, extra or probationary and laid-off employees worked each week. The report shall be provided monthly to all Local Unions signatory to this contract.

(f) Probationary employees will work before a replacement or extra employee.

(g) Every "regular employee" working under the terms of this Agreement shall be capable and competent at the time of his employment and shall so remain at all times during his employment in the classification in which he is working. A "capable and competent" employee means one who is mentally and physically able to perform duties in his then current classification.

## **Section 2. Seniority List**

Within thirty (30) days after signing of this Agreement, and at least semi-annually thereafter, the Employer shall post in a conspicuous place at the employees home terminal, and shall mail to the Union, a list of regular employees covered by this Agreement arranged according to their seniority.

Protests to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions as posted shall be deemed correct. Any such protest which is timely made may be submitted to the joint grievance procedure. When two (2) or more employees have the same seniority date, and there is no objective evidence from which their positions on the seniority list can be determined, the issue shall be submitted to the Maryland- District of Columbia Joint Area Committee for determination.

Company seniority for employees governed by this Agreement is defined as the period since the employee's most recent date of hire by the Employer.

Terminal seniority for employees governed by this Agreement is



defined as the last period of employment at the terminal where the employee is working.

Job classification seniority is defined as the seniority acquired by an employee from the earliest date upon which he became an employee in said classification.

### **Section 3. How Seniority Is Acquired**

With the exception of anyone employed as a casual, each person when first employed shall be considered a probationary employee, on probation until he has worked any thirty (30) days within a sixty (60) working day period in order to enable the Company to determine his qualifications for employment. Thereafter, he shall be a "regular employee." During the probationary period, the employee may be terminated without further recourse; provided, however, that the Employer may not terminate the probationary employee for the purpose of evading this Agreement or discriminating against union members. The Employer shall notify the steward and the probationary employee on the day he is disqualified and shall also notify the Local Union in writing by the following week. A probationary employee shall be ranked in seniority according to length of continuous service with the Employer.

When any probationary employee shall have completed his period of probation, he shall be placed on the seniority list of the job classification in which he works and his seniority shall begin on the first day of employment within the sixty (60) working days qualification period referred to above in this Section.

Consistent with the provisions of Article 3, Section 2 of this Agreement an Employer shall not utilize an employee who has failed to qualify for regular employment for a period of six (6) months following the close of his initial probationary period.

Should an Employer utilize an employee previously rejected for regular employment within the six (6) month period other than in the circumstances provided for in Article 3, Section 2, said employee shall be considered a regular employee and shall attain seniority as of that date.

## **Section 4. Loss of Seniority**

(a) Seniority shall be broken only by:

1. Discharge
2. No work or layoff for more than five (5) years from the last day worked active or laid off.
3. Failure to respond to a notice of recall as specified in Section 5 of this Article.
4. Unauthorized leave of absence.
5. Unauthorized failure to report for work for five (5) consecutive days when work is available.
6. Resignation.
7. Voluntary retirement.
8. Voluntary Quit

(b) Any employee who is absent because of proven illness or injury shall maintain his seniority.

(c) A “resignation” shall be in writing and signed by the employee.

## **Section 5. Layoff and Recall**

(a) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

The parties to this Agreement recognize that a layoff is not to be used as a subterfuge for the cancellation of local cartage starting times. Claims that the Employer has improperly used the layoff provision to cancel starting times are subject to the grievance machinery. When a layoff is put into effect that concerns the eighty percent

(80%) of an Employer's seniority list that have bid starting times and more than fifty percent (50%) of those employees who are on layoff are called to work as extras, any employee who worked that day as an extra shall be paid from his regular starting time.

(b) In the event of a recall, the laid-off employee shall be given notice of recall by telephone and telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telephone and telegram, registered or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar days period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

In the absence of a notification of layoff, when an employee has not been offered work opportunity for a period of two (2) consecutive weeks, he shall be considered as laid off. When supplemental employees are used three (3) days or more per week for two (2) consecutive weeks, the senior laid-off employee shall be recalled.

(c) In case of layoff, the job steward shall be the last employee to be laid off, and under no circumstances shall he be discriminated against. Any elected Steward who does not have a starting time shall become the first on-call employee. This shall also apply when starting times are canceled as allowed in this Agreement.

This provision shall apply to the normal workweek only.

This provision shall only apply to one (1) Steward in each classification.

(d) When a regular employee has been laid off for five (5) working days in the job classification in which he has been working (but not before the beginning of the second payroll period), he then, in line

with terminal seniority, shall have the right to “bump” a junior employee in any other job classification in which he is qualified to work until regular work is again available in his original job classification, at which time, he shall go back to his original job classification. No employee has the right to bump a red-circled employee.

## **Section 6. Transfers**

When there is a vacancy which the employer desires to fill, the following shall apply:

(a) When a vacancy occurs in any job classification covered in the Local Cartage provisions, employees in other classifications covered by the same provisions, in order of seniority, shall be given an opportunity to fill such vacancy if qualified to do the work. Upon filling such vacancy, the employee shall become the junior employee in such classification. If a layoff occurs or an employee no longer qualifies, he shall have the right to return to his former job classification retaining his original seniority with the Company. Should there be a vacancy on the regular road list, present city drivers, if qualified shall be given the opportunity to fill the position, consistent with the bidding procedure contained in Section (c).

Employees off on extended absence shall be notified by the Employer in writing of a vacancy. The employee shall notify the Employer within seventy-two (72) hours of receipt of notice. During the period that the absent employee remains off the job the vacancy will be filled by an on-call employee. When the absent employee returns, the on-call replacement shall return to the on-call list.

(b) Any regular employee in any classification who becomes physically unable to perform the duties in his classification shall be permitted to bump into any other classification provided he is senior to the employee he bumps and qualified to perform the work. The employee who bumps shall maintain his terminal seniority. No employee has the right to bump any red-circled employee.

(c) Drivers covered by the Maryland-District of Columbia City Pickup and Delivery and Over-the-Road Supplemental Agreement

shall have an opportunity to transfer from city to road or road to city, whichever is applicable by signifying their desire to be considered on an appropriate transfer bid list posted for a fourteen (14) day period, beginning June 1, 2003 and annually thereafter, in accordance with his terminal seniority, to fill any over-the-road or city driver vacancy, whichever is applicable, at the terminal in which they are domiciled, provided they are qualified. Such transfer bid list shall be valid through June 15 of the following year. Drivers considered for the over-the-road or city driver vacancies must comply in all respects to the Employers' normal standards and qualifications. Drivers not availing themselves of such opportunity shall be precluded from the period of the bid for claims to the work in the over-the-road classification, or city driver classification, whichever is applicable.

As a result of the above bidding procedure, drivers shall be placed in the order of their respective terminal seniority and shall in that order be given the opportunity for the period of the bid to fill over-the-road or city driver vacancies, whichever is applicable, occurring at the terminal at which they are domiciled.

When filling such vacancy, the driver shall work under the provisions of the Over-the-Road provisions or City provisions for a probationary period of thirty (30) days and shall maintain his Company seniority for all fringe benefits, but carry over his city cartage or road terminal seniority for purposes of work opportunity under the Maryland-District of Columbia Over-the-Road or City Supplemental Agreements.

A driver transferring pursuant to this procedure shall be entitled to return to his former classification within seven (7) days after transfer without loss of seniority, after which time he shall have no further claim to job opportunity in his former classification. A driver transferring will work as an extra man in his seniority order until the next bid.

If a driver bidding in the above manner is offered the job vacancy under the Over-the-Road Supplement or City Supplement and refuses to accept it, or is awarded a bid and returns to his former

classification within seven (7) days after transfer, he shall have no further rights to again bid on an over-the-road or city vacancy, whichever is applicable, during the life of that annual transfer bid period. The above bids are driver bids and it is understood that road drivers that bid to the city are to become city drivers only.

## **Section 7. Mergers and Acquisitions**

(a) When two or more companies merge their operations the employees of the respective companies shall be dovetailed on one seniority roster in the order of company seniority.

(b) When one Company acquires or purchases control of the business of another Company the seniority list shall be frozen on the date of signing the Agreement of purchase, including control by an ICC order. 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 order of their Company seniority with the former Company. If the Employer requires additional men he shall give preference to the employees of the former Company for a period of 150 working days after the date of purchase, or duration of the contract, whichever is greater.

## **ARTICLE 54. LOCAL CARTAGE PROVISIONS**

### **Section 1. Starting Times**

(a) Except as otherwise provided for, the Employer shall establish a regular starting time for eighty percent (80%) of all regular employees working under the provisions of this Agreement, in accordance with such employee's seniority in each job classification.

The Employer will offer hold down bids to qualified call board employees within that classification for vacations which are one week or longer in duration, except during the months of January, June, July, August and December. Such hold down bids will be awarded in seniority order with no bumping after the award of such bid.

The Employer shall bid at least thirty percent (30%) of runs to designated delivery areas within the forty (40) mile city radius. Such bids shall be to areas which are run with regularity. The Employer

and the Local Union will mutually agree to the operational details of such bids. The dispatch of these bid drivers on such runs shall be subject to freight availability at the time of the initial dispatch and/or the necessity to maintain efficient operations. Drivers working such bids may be used in other areas or runs, and other drivers may be used in the designated area as necessary to maintain efficient operations.

(b) Unless otherwise agreed, the Employer may vary the time posted for a bid by two (2) hours, but there will be no more than two (2) times for starting on a particular bid. Employees in order of their seniority, may bid on such established starting times from the schedule so posted at the end of each three (3) month interval.

(c) The number of starting times established under this Section shall be increased or decreased consistent with additions and deletions to the Employer's active seniority list. No addition or deletion will require rebidding starting times during any bid period. If as a result of establishing specific starting times under this Section, greater earning opportunity is made available to junior employees on such starting times than is made available to senior employees on such starting times for a period of six (6) successive weeks, the Union may request the Employer to post starting times for bid. All such bids shall be posted for a period of seven (7) days. Employees may bid on starting times no more than once during each bid period.

(d) Where eighty percent (80%) of employees in a given terminal vote to work without starting times, the Employer shall not be required to establish starting times under this provision. The vote of employees requesting the Employer not to establish starting times shall be valid for a minimum period of six (6) months following the vote, and shall continue from six (6) months to six (6) months thereafter unless written notice from the Union is served on the Employer requesting another vote on the question of establishing starting times. Said notice must be received by the Employer no later than thirty (30) days prior to the anniversary date of the original vote.

(e) The Employer may call an employee on a starting time in ahead of his starting time for a period not to exceed sixty (60) minutes if

the employee so agrees. The employee called in ahead of his regular starting time is to be paid at time and one-half (1 1/2) for that period.

(f) Employees off on extended absence shall not be included in the active list from which the eighty percent (80%) bid starting times are derived, and such employees shall not bid on the eighty percent (80%) starting times posted. When an employee on extended leave returns to active duty, he may exercise his seniority to bid on a starting time as established by the employer.

(g) During the period an absent bid employee is off the job for an extended period, the vacancy will be offered in seniority order and filled by an on-call employee for the remainder of that bid period. When the absent employee returns, the on-call employee shall return to the on-call list.

(h) For those terminals having twenty (20) or more employees in any classification, the number of bids will be rounded off to the next highest number if a fraction of .5 or more results from the application of the eighty percent (80%).

## **Section 2. Cancellation of Starting Times**

(a) The parties to the Maryland-District of Columbia Supplemental Agreement recognize that under certain circumstances a carrier has the right to cancel starting times, and upon cancellation of starting times, work whatever number of employees are necessary to handle the work available on a day when starting times have been canceled in strict seniority order.

1. When starting times are to be canceled, notice, if possible under the circumstances, should be given to the Business Agent responsible for the particular Company's terminal.

2. Notice of cancellation of starting times should be reasonable under all the circumstances.

In the case of a cancellation due to supplemental contract holiday and the Company intends to cancel the day before and/or after the



contract holiday, the notice, in order to be deemed reasonable, must be given three (3) working days prior to the cancellation of starting times.

When starting times have been canceled due to a supplemental contract holiday, the company will post a list, at the same time it posts its notice canceling starting times, which list will request employees who want to work on the days that starting times are canceled to so indicate their desire by signing the list. If all jobs are covered as a result of the posting of this list and no further work develops, there will be no need for the company to contact employees on the days that starting times are canceled. In the event that all jobs are not covered, either because all of the positions posted by the company are not covered by the employees signing the list or additional work develops on the days that starting times are canceled, the company will call employees in seniority order by classification. Senior employees will be given the right to refuse to cover an assignment with the understanding that if the company exhausts its seniority list and there still remains jobs to be covered, junior employees will be required to cover these assignments. A senior employee who does not make himself available, so long as the work is covered at the terminal, will not disqualify himself for the holiday in the above outlined cancellation of starting times situations.

In the case of emergency conditions, the notice, in order to be deemed reasonable, should be given once the carrier has determined that cancellation of starting times is an operational necessity.

3. The Company will reinstate starting times as soon as possible after cancellation.

4. If possible, starting times will be canceled by dock classification and/or by driver classification so as to allow employees in the given classification the right to retain their starting times depending upon the operational necessities of the terminal.

### **Section 3. Meal Period**

Employees shall, except by mutual agreement, take at least one (1) continuous thirty (30) minute lunch period in any one (1) day,

except at piers where one (1) hour may apply. No employee shall be compelled to take more than one (1) continuous period nor compelled to take any part of such continuous period before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee required to work during the two (2) hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place. An accessible place for drivers to eat shall mean a restaurant, cafeteria or similar facility. Past practice, where more favorable to the employee, shall prevail including break periods.

Employees in local cartage and breakbulk operations working shifts of eight (8) hours or more shall be entitled to two (2) paid breaks per day, not to exceed ten (10) minutes each. Such breaks shall be taken one (1) before the meal period and one (1) after but not combined with the meal period. In city operations, the first break may not be taken before the first pickup and/or delivery of the day. No breaks shall be taken on overtime.

#### **Section 4. Paid-For Time**

(a) All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

(b) Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations, involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for.

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

## **Section 5. Call-In Time**

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

## **Section 6. Vacations**

### **Vacation Reduction**

The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.

Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2014. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

(a) All regular employees affected by this Agreement, who have been in the service of the Employer for a period of one (1) year from the date of their employment shall receive one (1) full workweek's vacation with pay. After an employee has been in the service of the Employer for a period of two (2) years from the date of his employment, he shall receive two (2) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of eight (8) years from the date of his employment, he shall receive three (3) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of fifteen (15) years from the date of his employment, he shall receive

four (4) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of twenty (20) years from the date of his employment, he shall receive five (5) full workweeks' vacation with pay. Effective for vacations to be taken in the year beginning January 1, 2004, after an employee has been in the service of the employer for a period of thirty (30) years from the date of his employment, he shall receive six (6) full workweeks' vacation with pay. A week's vacation shall be based upon forty-five (45) straight time hours.

Casual employees shall not earn vacation.

(b) In local cartage operations only, whenever a holiday occurs during an employee's vacation period, the employee will receive an additional day's pay at his straight time rate.

In breakbulk operations the Employer will determine whether the employee shall have off the last working day before vacation or the first working day after the vacation period.

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

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

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

(d) The employee must take his vacation within twelve (12) months after the date on which he becomes eligible for such vacation provided two vacations may not be taken consecutively.

Time lost due to an on-the-job injury shall not count toward the twelve (12) month period. All employees shall be given vacation pay previous to the date of beginning a vacation if so requested by the employees, with at least a week's notice. Whenever a regular employee with five (5) or more years seniority is off for 45 or more continuous working days due to sickness or off-the-job injury, the first 45 working days shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, provided that the employee is under continuous doctor's care.

(e) Any employee who has been in the service of the Employer for a period of one (1) year or more and who resigns or is laid off shall be entitled to vacation pay in an amount equal to one-twelfth (1/12th) of the vacation pay to which he is eligible under the provisions of this Agreement for each full month of service completed by such employee since his most recent anniversary date of employment. This provision shall not apply in the case of discharge for drunkenness, violation of Article 35, Section 3, theft or assault. For purposes of this Section, an employee will be credited with a full month of service for each month in which the employee works one-half or more of the total number of working days in that particular month. Employees who have completed one (1) year of service but less than two (2) years of service shall be entitled to compensation hereunder on the basis of one (1) week's vacation pay and employees who have completed two (2) years or more of service shall be entitled to compensation hereunder on the basis of two (2) weeks' vacation pay. Employees who have completed eight (8) years or more of service shall be entitled to compensation hereunder on the basis of three (3) weeks' vacation pay. Employees

who have completed fifteen (15) years or more of service shall be entitled to compensation hereunder on the basis of four (4) weeks' vacation pay. Employees who have completed twenty (20) years or more of service shall be entitled to compensation hereunder on the basis of five (5) weeks' vacation pay. Effective for vacations to be taken in the year beginning January 1, 2004, employees who have completed thirty (30) years or more of service shall be entitled to compensation hereunder on the basis of six (6) weeks' vacation pay.

The Employer shall offer an employee who is qualified for a pro-rata vacation, under this Section, payment for that pro-rata vacation at the time that the employee is laid off or resigns. There is no further obligation of the Employer to pay an employee a pro-rata vacation during the period of his layoff. Provided, however, that if, upon reaching his date of hire (seniority date) a laid off employee who is otherwise qualified for a vacation has worked the required 140 days or 1250 hours, the employee shall be entitled to the balance of the vacation due him.

(f) The Employer shall determine the number of employees on vacation at any given time, consistent with efficient operations. However, the Employer shall allow at least fifteen percent (15%) in each classification per week to be on vacation if bid and/or requested with the exception of the time period from the third (3rd) week in August through the end of November when ten percent (10%) shall be the maximum.

For those terminals having twenty (20) or more employees, the number of vacations shall be rounded off to the next highest number if a fraction of .5 or more, in each classification.

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

## **Section 7. Holidays**

(a) Holidays shall include New Year's Day, Good Friday (as provided below), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and three (3) personal holidays.

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

The Good Friday holiday applies in local cartage operations and road operations that run in conjunction with local cartage operations only. At breakbulk locations, employees to include road drivers shall receive one (1) additional personal holiday in lieu of the Good Friday holiday.

All work performed by employees between the hours of midnight preceding the holiday and midnight ending the holiday shall be considered premium time and shall be paid for at two (2) times the normal straight time rate of pay in addition to holiday pay.

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

(c) Holidays Falling on Saturday or Sunday

**Saturday Holiday** – In the event any of the specified holidays occur on Saturday, all employees covered by this Agreement who fulfill the qualifications for receiving holiday pay in the week immediately preceding such holiday Saturday, shall receive such holiday with pay at the straight time rate of pay. Where a holiday occurs on Saturday, it shall be celebrated on Friday if so deemed by Proclamation (Md.) or Executive Order (D.C.).

**Sunday Holiday** – A holiday which falls on Sunday shall be celebrated on Monday.

#### (d) Qualifying for Holidays

All regular employees covered by this Agreement shall receive the specified holidays with pay at the straight time rate provided said regular employee works the last regular work day preceding the holiday and the first regular work day following the holiday unless previously excused or subsequently excused for proven illness. Failure of the Company to provide work for the last regular work day preceding the holiday or the first regular work day following the holiday shall not eliminate an employee from receiving holiday pay.

This provision shall not apply to any regular employee who is unavailable for work during the week in which the holiday occurs. When conditions warrant, special concessions to the provisions of this Section may be agreed upon between the Union and the Employer.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is called to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work.

### **Section 8. Split Shifts**

There shall be no "split shifts."

### **Section 9. Time Clocks**

A daily time record shall be maintained by the Company at its place of business. All Employers who employ five (5) or more people



shall have accessible time clocks or alternative time recording devices.

Each employee shall “punch in” his own time card at the start of the day, and “punch out” his own time card at the completion of the day’s work at the Employer’s place of business.

Employees assigned to work and/or completing their work away from the Employer’s place of business shall be exempt from “punching” in and out. In the event that any employee is ordered to report at, or leave his vehicle at a different place other than his usual starting point, such employee shall be provided transportation or paid transportation expenses back to his starting point. All such traveling time shall be considered as time worked.

## **Section 10. Sanitary Conditions**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities unless otherwise mutually agreed to. The Company shall furnish cold drinking water.

## **Section 11. Wages and Job Classifications**

Except as provided in Article 53, Section 1(b), the following hourly rates shall apply for employees working under the Local Cartage Provision of this Agreement during the life of this Agreement:

(a) Combination Employees, City Drivers, Dockmen, Jockeys:

	Per Hour
Effective First Pay Period after Ratification	\$22.7013
Effective 07/01/14	\$23.1553
Effective 07/01/15	\$23.6184
Effective 07/01/16	\$24.0908
Effective 07/01/17	\$24.6931

(a) Casual Employees – Hourly Paid – All Locals

All hourly paid casual employees will receive the following wage rates on the dates shown:

City and combination casual rates shall increase by 85% of the general wage increase for regular employees on the dates shown:

	Per Hour
Effective First Pay Period after Ratification	\$19.0027
Effective 07/01/1	\$19.3886
Effective 07/01/15	\$19.7822
Effective 07/01/16	\$20.1837
Effective 07/01/17	\$20.6957

Dock only casuals hired prior to 4/1/08, will receive the following wage rates on the dates shown:

	Per Hour
Effective First Pay Period after Ratification	\$14.88
Effective 07/01/14	\$15.18
Effective 07/01/15	\$15.48
Effective 07/01/16	\$15.79
Effective 07/01/17	\$16.00

Dock only casuals hired after 4/1/08, will receive the following wage rates on the dates shown:

	Per Hour
Effective First Pay Period after Ratification	\$13.02
Effective 07/01/14	\$13.28
Effective 07/01/15	\$13.55
Effective 07/01/16	\$13.82
Effective 07/01/17	\$14.00

(b) Work in Other Classifications

No employee shall suffer a reduction in wages as a result of the execution of this Agreement, and if such employee is receiving a greater amount, he shall receive the same increases as other employees.

(c) Work in Other Classifications

No employee shall suffer a reduction in wages as a result of the execution of this Agreement, and if such employee is receiving a

greater amount, he shall receive the same increases as other employees.

(d) Job Classifications

1. Local Cartage terminals shall be combination terminals.

A “red-circled” employee is one who was historically unable to qualify to drive or did not qualify to drive and was thus unable to become a combination employee. Such employees shall continue to be offered dock work opportunity for the length of their employment. It is specifically understood that the particular employee is red-circled, not the classification or position.

2. A combination employee shall be capable of performing all duties covered by this Agreement, including driving, dock work and other activity relating to the pickup, delivery and assembling of freight.

3. Employees shall not be required to change tires, fix lights or do any mechanical work unless mutually agreed. Any driver requested by his Employer to call in during his work day shall be reimbursed at the end of the work day.

4. A combination employee shall not bump a red-circled employee out of a starting time. For the purpose of bidding starting times, until such time as all dock classifications have been eliminated, the Employer shall label dock starting times as such and red-circled dock employees shall have first opportunity to bid for such starting times. It is specifically understood that if a combination employee bids a designated dock starting time, he may be required to perform all duties within his classification.

It is also specifically understood that if a red-circled dock employee fails to bid a designated dock starting time, he shall be offered work opportunity in his classification only after all regular employees have been offered work opportunity.

5. In the event of enactment of governmental regulations requiring the certification of fueling personnel, the employer shall meet and confer with the Local Union on the effects of such regulations.

## **Section 12. Workday and Workweek**

(a) The workday shall consist of eight (8) consecutive hours with due regard for time off for meal period, and the workweek shall be any five (5) out of seven (7) consecutive days starting at 8 p.m. Sunday through midnight Saturday, except as otherwise provided in this Agreement. It is understood that the period between 8 p.m. and midnight Sunday will be considered as Monday for purposes of workday as well as holiday observance.

(b) The hours from 8 p.m. Sunday through midnight of the following Saturday shall be considered the regular workweek and time worked on these days shall be paid at straight time unless the employee otherwise qualifies for premium pay as provided for herein. Time worked between the hours of midnight Saturday and 8 p.m. Sunday shall be paid at the double time rate, except as otherwise provided in this Agreement.

All time worked in any one (1) day in excess of eight (8) hours shall be paid at the rate of time and one-half (1 1/2). Any hours worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 1/2). All time worked on the sixth (6th) consecutive day shall be paid at the rate of time and one-half (1 1/2). All time worked on the seventh (7th) consecutive day shall be paid at the double time rate.

The Union shall have the right to file a grievance against Employers who consistently insist that employees work more than two (2) hours in excess of their normal shift.

Holiday pay shall be considered as time worked for purposes of computing daily and/or weekly overtime for local cartage operations only.

(c) The Employer may establish a workweek of four (4) ten (10) hour days (non-consecutive) in the Sunday through Saturday workweek with the same days off each week with no more than one (1) dropout day, not to exceed forty percent (40%) of the seniority list, unless mutually agreed to otherwise. Employees working on such bids will be paid at the overtime rate after the tenth (10th) hour

worked each day. When such bids are established, the following conditions shall apply:

Holidays will be paid at the rate of ten (10) hours per day if within the employee's workweek and eight (8) hours per day if outside the employee's workweek.

Sick leave will be paid at the rate of ten (10) hours per day if taken when on a ten (10) hour bid, but eight (8) hours per day if unused. A maximum of forty (40) hours sick leave will be paid per contract year.

Funeral leave will be paid at the rate of ten (10) hours per day for work opportunity lost.

Jury duty will be paid at the rate of ten (10) hours per day for work opportunity lost, subject to the interpretation by the National Committee.

Non-bid employees will be subject to the eight (8) hour provision unless assigned to a ten (10) hour bid for a full workweek. Such assignment will be in seniority order and will be offered to senior non-bid employees. If refused, the assignment will be given to the most junior regular non-bid employee.

On four (4) ten (10) hour bids, time worked on the fifth (5th) day and sixth (6th) consecutive day will be paid at the rate of time and one-half (1 1/2). Time worked on the seventh (7th) consecutive day will be paid at double time.

Employees working on four (4) ten (10) hour bids may be required to perform city driving, switch, and dock work as assigned by the employer.

(d) Where an employee has worked forty (40) hours in any workweek, the Employer shall be under no further obligation to such employee in regard to pay for that particular week and shall not be obligated to offer such employee any overtime or premium pay work. Any employee who has broken his workweek for any reason

shall not be entitled to claim any work occurring outside his scheduled workweek.

A bid employee who was absent for one 1) or more bid days may work on his non-bid days at straight time, as make-up days. Such work shall be on a voluntary basis.

(e) Employees ordered to report for work and not put to work shall be guaranteed eight (8) hours pay at the straight time rate. Ten (10) hour bid employees shall be guaranteed ten (10) hours pay at the straight time rate.

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

### **Section 13. Order of Work Call**

(a) During the period from 8 p.m. Sunday through midnight Friday, the employer shall offer straight time work opportunity to the qualified employees in the following order:

- (1) Regular non-bid employees.
  - (2) The Employer's domiciled laid-off local cartage employees.
  - (3) The Employer's domiciled laid-off road drivers.
  - (4) Probationary Employees.
  - (5) Casuals on the preferential list.
  - (6) Casuals.
  - (7) Regular employees on overtime.
- (b) The following order of call shall apply for offering work opportunity on Saturday:

(1) Non-bid employees not yet offered five (5) work opportunities, on a voluntary basis.

(2) Bid or non-bid employees who missed a day earlier in the week as a make up day, on a voluntary basis.

(3) The Employer's domiciled laid-off local cartage employees.

(4) The Employer's domiciled laid-off road drivers.

(5) Probationary employees not yet offered five (5) work opportunities.

(6) Casuals on the preferential List.

(7) Casuals.

(8) Regular employees on overtime.

(c) Work opportunity afforded between the hours of midnight Saturday and 8 p.m. Sunday shall be in strict seniority order, provided the involved employee will have sufficient time off to meet his next regular bid obligation.

(d) The Employer's domiciled laid off local cartage employees who are qualified will be offered extra over-the-road work in seniority order ahead of casuals.

## **Section 14. Breakbulk**

Any terminal currently designated as a breakbulk facility shall remain designated as a breakbulk facility and remain a seven (7) day operation. The designation of a terminal as a breakbulk after April 1, 2003 shall require the approval of the appropriate Change of Operations Committee.

(a) Each regular employee working under this provision shall be subject to a forty (40) hour workweek. The employer has no further obligation to an employee after he has worked forty (40) hours in a workweek. This provision does not supersede the daily guarantee provisions of this Agreement.

(b) An employee may be worked on any five (5), consecutive eight (8) hour days or any four (4) consecutive or nonconsecutive ten (10) hour days during the established workweek. On the four (4) day, ten (10) hour schedule, there will be only one drop-out day permitted.

(c) Eighty percent (80%) of the active regular employees will be offered a bid starting time. The remaining twenty percent (20%) will be unassigned and non-guaranteed.

The Employer will offer hold down bids to qualified call board employees within that classification for vacations which are one week or longer in duration, except during the months of January, June, July, August and December. Such hold down bids will be awarded in seniority order with no bumping after the award of such bid.

(d) Employees will be paid at the rate of time and one-half (1 1/2) for work performed on their sixth (6th) day and at the double time rate for work performed on the seventh (7th) day within the established workweek.

(e) The employer shall offer work to employees available at the straight time rate of pay prior to offering work at a premium rate of pay and shall offer work to employees available at the time and one-half (1-1/2) rate prior to offering work to employees available at the double time rate during the established workweek.

(f) Any employee on the seniority list who for any reason has not had five (5) (four (4) in the case of four (4) ten (10) hour day bids) work opportunities during the established workweek will, when work is available, be given the option in seniority order of working his days off at straight time to complete his workweek, prior to the use of casuals.

(g) There will be interchangeability among employees in P & D, dock, and switching assignments at any facility operating under this agreement. Seniority will be recognized consistent with operational needs.

(h) Road drivers will be permitted to drop and/or hook their own unit(s) to expedite departure and avoid unnecessary delay.



(i) If a holiday falls prior to a call board employee having worked five (5) punches in the workweek, the holiday shall be considered as a day worked.

## **ARTICLE 55. OVER-THE-ROAD PROVISIONS**

The Employer's domiciled laid off local cartage employees who are qualified will be offered extra over-the-road work in seniority order ahead of casuals.

### **Section 1. Bidding of Runs**

(a) All runs and new positions are subject to seniority and shall be posted for bids in accordance with paragraph (b) below.

Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy run or position open for bid; a description of the runs shall be posted before bidding, and such posting of bids shall be made not more than once each calendar year, unless mutually agreed upon.

Employees off on extended absence shall be notified by the Employer, in writing, of the run(s) or new position(s) open for bid. The employee shall notify the Employer within seventy-two (72) hours of receipt of his selection of a run or new position. During the period that the absent employee remains off the job, his bid will be filled by an on-call employee. When the absent employee returns, the on-call replacement shall return to the on-call list.

The Employer will offer hold down bids to qualified extra board employees within that classification for vacations which are one week or longer in duration, except during the months of January, June, July, August and December. Such hold down bids will be awarded in seniority order with no bumping after the award of such bid.

(b) In the event any vacancy occurs on established runs or on new runs which may be established by the Employer, a notice concerning such runs shall be posted for a period of seven (7) days and the road drivers, in the order of their seniority, shall have the right to select or refuse such runs. In the event of refusal by senior men, the

junior man must take the run. Seniority does not give an employee the right to choose a specific unit or load.

Employees off on extended absence shall be notified by the Employer in writing of a vacancy. The employee shall notify the Employer within seventy-two (72) hours of receipt of notice. During the period that the absent employee remains off the job the vacancy will be filled by an on-call employee.

When the absent employee returns, the on-call replacement shall return to the on-call list.

(c) In the event the road driver shall suffer a revocation of his chauffeur's license because of a succession of overload penalties, the Employer shall provide suitable and continued employment for such road driver at not less than his regular earnings at the time of revocation of license for the entire period of revocation of license. If the above revocation conditions shall apply to a road driver, the Employer shall provide suitable and continued employment for such road driver at not less than his average earnings during a thirteen (13) week period immediately preceding revocation of the license.

(d) Foreign drivers coming off rest must be dispatched in the direction of their home terminal and cannot return to that Maryland-District of Columbia terminal until they have reached their home terminal, unless the extra board at that Maryland- District of Columbia terminal is exhausted at the time of that original dispatch. Foreign drivers on arrival at a Maryland-District of Columbia terminal will be permitted to make a subsequent trip to complete a tour of duty.

## **Section 2. Layoff and Recall**

(a) When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to return to work in the reverse order in which they were laid off.

(b) In the event of a recall, the laid-off employee shall be given

notice of recall by telephone and telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within seven (7) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telephone and telegram, registered or certified mail, of his intent to return to work and must actually report to work within ten (10) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within ten (10) calendar days period. In the event the employee fails to comply with the above provisions he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

In absence of a notification of layoff when an employee has not been offered work opportunity for a period of two (2) consecutive weeks, he shall be considered as laid off. When supplemental employees are used three (3) or more days per week for two (2) consecutive weeks, the senior laid off employee shall be recalled.

(c) In case of layoff, the job steward shall be the last employee to be laid off, and under no circumstances shall he be discriminated against. Past practice shall prevail.

### **Section 3. Meal Period**

No driver shall be compelled to take more than one (1) continuous hour for meal period in any one (1) ten (10) hour period, nor before he has been on duty four (4) hours. Meal period shall not be compulsory at terminals where driver is responsible for equipment and cargo, nor shall meal period be compulsory when or where there is no accessible eating place. An accessible place for drivers to eat shall mean a restaurant, cafeteria or similar facility, away from the terminal.

### **Section 4. Lodging**

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal and shall be maintained at present day standards. Air-conditioned dormitories or air-conditioned hotel rooms shall be furnished when seasonal and climatic conditions require.

Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. In lieu of the Company furnishing satisfactory lodgings, the employee shall be paid fifteen dollars and fifty cents (\$15.50) for each rest period, except where accommodation is unavailable at such figure and it is necessary for driver to pay in excess of the above amounts, he shall, upon presenting a receipt of payment, receive reimbursement of actual cost of room.

No new dormitory at Company terminals shall be permitted unless jointly approved by the Eastern Region Joint Area Committee.

If approved, such dormitory shall not be used unless janitor service, clean sheets, pillow cases, blankets and proper sanitary conditions are provided as set forth above. In all terminals with dormitories there must be a driver's waiting room maintained at present day standards. If there is no public transportation available within a distance of eight-hundred and eighty (880) yards of the terminal, the Employer shall furnish or pay for transportation to and from the public transportation. When a driver has to wait more than thirty (30) minutes for transportation, after he has requested same, he shall be paid for all time in excess of thirty (30) minutes.

During inclement weather, the Employer shall furnish continuing transportation to and from the terminal to lodging. Before use of taxicab, employee must secure approval of Employer.

Road driver lodging shall be maintained on the basis one (1) driver per room except in emergencies.

A subcommittee of one (1) Union and one (1) Company representative will be appointed by the Maryland-District of Columbia Joint Area Negotiating Committee as necessary, to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form shall be developed by the Committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievance filed pertaining to all hotels and report

their findings within 14 days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

## **Section 5. Paid-For Time**

(a) All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

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

(b) Drivers called to work at the home terminal shall be given at least two (2) hours notice. At the away-from-home terminal, drivers shall be given a reasonable notice to report which shall not exceed two (2) hours. In the event an employee cannot be located within one (1) hour, the next employee shall be called. If called to report and not put to work at home terminal, employees shall be guaranteed eight (8) hours' pay at the rate specified in this Agreement.

Extra board drivers shall not be compelled to report to work at the home terminal until they have had twelve (12) hours off-duty time.

When drivers are run-around, they shall receive the hourly rate for all time from the time the truck that ran around them left until they depart, not to exceed earning opportunity lost. When tractors are delayed leaving terminals for reason caused by the driver or drivers not showing up, this shall not be considered as a runaround under the provisions of this Agreement when other trucks lower on the lineup leave ahead of them.

(c) In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive pay at the single trailer rate specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall

likewise receive his full hourly rate of pay as specified in this Agreement, plus the cost of transportation.

(d) Driving of tractor without trailer shall be paid at the single trailer rate.

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

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

(a) Except as provided in Article 53, Section 1(b), the rate of pay per mile for road drivers under this Article shall be as follows:

### Full Rate Per Mile in Cents

	Single Trailers	Double Trailers
Effective First Pay Period after Ratification	55.8698	56.7998
Effective 07/01/14	56.9872	57.9358
Effective 07/01/15	58.1269	59.0945
Effective 07/01/16	59.2894	60.2764
Effective 07/01/17	60.7716	61.7833

### Hourly rates of pay

Effective First Pay Period after Ratification	Per Hour
Effective 07/01/14	\$22.6734
Effective 07/01/15	\$23.1269
Effective 07/01/16	\$23.5894
Effective 07/01/17	\$24.0612
Effective 07/01/17	\$24.6627

(b) Road drivers shall be paid eight (8) hours minimum pay at the rates specified above for all work performed during each tour of duty. The term all work performed shall include the applicable

mileage rate, trailer drop and/or pickup, pickup and/or delivery time, delay time enroute, breakdown time and foreign terminal waiting time.

(c) Whenever there is a dispute over mileage, mileage shall be logged by the Union and Employer, such findings to be final and binding. Mileage shall be logged terminal to terminal over Company established routes.

#### (d) Pickup and Delivery Limitations

(1) The operations shall be primarily terminal to terminal. Road drivers shall be allowed to make one (1) pickup and/or one (1) delivery within the city radius.

(2) Road drivers on mileage rates shall be paid for time spent making pickups and deliveries at points outside of the jurisdiction of other Local Unions, but not within a forty (40) mile radius of City Hall, except Washington, D.C., it shall be the Nation's Capitol, and shall receive the appropriate hourly rate for all time spent in making such pickup or delivery, in addition to any other monies earned on such trip.

(3) Road drivers shall not be required to handle freight (load or unload trucks) at intermediate Company or connecting line terminals when dock employees are on duty. Road drivers shall not be required to run in convoy.

(4) Road drivers shall be compensated with 1/4 hour pay for each drop and 1/4 hour pay for each hook performed. When a driver is required to change the configuration of his tractor from single axle to double axle or from double axle to single axle in conjunction with the drop and/or hook of double bottom trailers, he shall be paid 1/4 hour at the applicable rate. Road drivers shall be paid for actual time spent fueling.

Road drivers shall be compensated fifteen (15) minutes for putting tire chains on units and fifteen (15) minutes for removal when in excess of a minimum run.

(5) Road drivers on mileage rate shall be paid for all time spent in making pickups and/or deliveries to points enroute and intermediate terminals at the current minimum hourly rate set out above; except that there shall be a total aggregate of thirty (30) minutes of terminal delay time during any one (1) tour of duty which shall not be compensable. Mileage pay shall be allowed for driving time in making pickups and/or deliveries at off-line points enroute. No road drivers shall be compelled to change tires.

## **Section 7. Layovers**

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

If he is held beyond the fourteenth (14th) hour, he shall receive layover pay for each hour or fraction thereof held up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends. The same principle, except pay for each hour or fraction thereof, shall apply to each succeeding eighteen (18) hours and layover pay shall commence after the tenth (10th) hour.

When on compensable layover on Sundays and holidays there shall be a meal allowance of eight dollars (\$8.00); five (5) hours thereafter, another meal allowance of eight dollars (\$8.00), and five (5) hours later a third meal allowance of nine dollars and fifty cents (\$9.50). No more than three meals will be allowed during any twenty-four (24) hour period. Also, employees shall receive eight dollars (\$8.00) meal allowance each time they are held beyond the seventeenth (17th) hour of the first layover period and after the tenth (10th) hour on subsequent layovers after the first.

(b) Road drivers shall be dispatched to their home domicile after their third (3rd) layover. It shall be the driver's responsibility to notify dispatch that he is on the third (3rd) layover.

(c) Whenever any Employer arbitrarily abuses the free time allowed



in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the Grievance Procedure set forth in this Contract.

## **Section 8. Breakdowns or Impassable Highways**

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

Where an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging, plus meals. During the breakdown or impassable highways, drivers will be furnished meals at the end of the thirteenth (13th) hour if not moving, five (5) hours later, and finally, five (5) hours later, not to exceed three (3) meals in a twenty-four (24) hour period. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

## **Section 9. Holidays**

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

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

NOTE: On Martin Luther King, Jr. Day, the Employer will permit

up to a maximum of 10% of the employees on the active seniority list the day off without pay.

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

(b) All work performed by employees on road operations on any of the holidays specified shall be paid at the rate of eight (8) hours pay for the holiday in addition to any monies the employee may earn on such holiday. Regular road drivers performing work on the holidays stated in this section shall be paid a total of four (4) straight time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay. This provision shall not apply to road drivers dispatched from their home terminal at 9:00 p.m. or later on the holiday.

(c) Holidays Falling on Saturday or Sunday.

Saturday Holiday - In the event any of the specified holidays occur on Saturday, all employees covered by this Agreement who fulfill the qualifications for receiving holiday pay in the week immediately preceding such holiday Saturday, shall receive such holiday with pay at the rate of eight (8) hours' pay for the holiday, in addition to any monies the employee may earn on such holidays. Where a hol-

iday occurs on Saturday, it shall be celebrated on Friday if so deemed by Proclamation (Md.) or Executive Order (D.C.).

Sunday Holiday - A holiday which falls on Sunday shall be celebrated on Monday.

#### (d) Qualifying for Holiday

All regular employees covered by this Article who work two (2) days or more in a workweek during which one of the specified holidays occurs, shall receive such holiday with pay at the rate of eight (8) hours' pay for the holiday, in addition to any monies the employee may earn on such holidays. Failure of the Company to provide work for the employee to qualify for the holiday shall not eliminate an employee from receiving holiday pay unless previously excused or subsequently excused for proven illness. This provision shall not apply to any regular employee who is unavailable for work during the week in which the holiday occurs. In the event any of the specified holidays occurs on Saturday, all regular employees covered by this Article who work two (2) days or more in the workweek, immediately preceding such holiday Saturday, shall receive eight (8) hours' pay for the holiday in addition to any monies the employee may earn on such holiday. In the case of road drivers, the workweek shall be construed as a calendar week, Sunday through Saturday. When conditions warrant, special concessions to the provisions of this Section may be agreed upon between the Union and the Employer. If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also called to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work.

### **Section 10. Overloads and Penalties**

Whenever road drivers are required to operate overloaded equipment and are penalized because of such overload, or certificate violation involving federal, state or city regulations, which occur through no fault of the driver, the Employer shall bear all costs in

connection with such overload penalty, or certificate violations involving federal, state or city regulations, including accrued overtime for delay and/or any lost earning opportunity that the road driver might suffer.

A road driver will not be compelled to violate any federal or state law.

## **Section 11. Two Man Operation or Owner-Operator Operations**

In the event the Employer establishes or has established Two-Man Operations and/or Owner-Operator Operations at any domicile within the Eastern Region area, and commences such operation utilizing employees domiciled in the area covered by this Agreement, the wages, hours and other terms and conditions of employment applicable to such operations at such other Eastern Region area domicile shall be applied to employees domiciled in the area covered by this Agreement until such time as the Employer and the affected Local Unions signatory to this Supplemental Agreement reach agreement on terms and conditions of employment for such operations applicable to employees covered by this Agreement. The Employer and the Local Union shall submit such Agreement to the Maryland-District of Columbia Joint Area Committee for approval.

## **Section 12. Vacations**

### **Vacation Reduction**

The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.

Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2014. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

(a) All regular employees affected by this Agreement who have been in service of the Employer for a period of one (1) year from the date of their employment shall receive one (1) full workweek's

vacation with pay. After an employee has been in the service of the Employer for a period of two (2) years from the date of employment, he shall receive two (2) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of eight (8) years from the date of his employment, he shall receive three (3) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of fifteen (15) years from the date of his employment, he shall receive four (4) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of twenty (20) years from the date of his employment, he shall receive five (5) full workweeks' vacation with pay. Effective for vacations to be taken in the year beginning January 1, 2004, after an employee has been in the service of the employer for a period of thirty (30) years from the date of his employment, he shall receive six (6) full workweeks' vacation with pay. Whenever a holiday occurs during an employee's vacation period, the employee will have the option to receive an additional day's pay at the straight time rate, or an additional day's vacation with pay at the straight time rate. The decision must be made by the employee to the Company prior to going on vacation. The Employer will determine whether the employee shall have off the last working day before vacation or the first working day after the vacation period.

Casual employees shall not earn vacation.

(b) To be entitled to a vacation, an employee must have worked for the Employer at least 140 days or 1250 hours in the twelve (12) month period preceding the date on which he becomes eligible for a vacation. Paid holidays, vacation days, and used sick leave days shall be counted as days worked. Whenever an employee suffers an injury during the course of his employment, as a result of which he receives Workmen's Compensation benefits, the time lost from work by such an employee as a result of such injury shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, applicable only for the qualifying year in which such injury occurs or in the year in which it recurs. Whenever a regular employee with five (5) or more years of seniority is off for forty-five (45) or more continuous working days due to sickness or off-the-job injury, the first forty-five (45) days

shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, provided that the employee is under continuous doctor's care.

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

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

A full week's vacation pay for road drivers under mileage rate shall be computed on the basis of one fifty-second (1/52nd) of the employee's official W-2 earnings from the preceding calendar year with a minimum of forty-five (45) hours at the appropriate hourly rate except that for the first year the employee's anniversary year earnings shall be used in computing vacation pay with a minimum of forty-five (45) hours at the appropriate rate.

The employee must take his vacation within twelve (12) months after the date on which he becomes eligible for such vacation provided two vacations may not be taken consecutively. All employees shall be given vacation pay previous to the date of beginning such vacation, if so requested by the employees, with at least a week's notice. Time lost due to on-the-job injury shall not count toward the twelve (12) month period.

(c) Any employee who has been in the service of the Employer for a period of one (1) year or more and who resigns or is laid off shall be entitled to vacation pay in an amount equal to one-twelfth (1/12th) of the vacation pay to which he is eligible under the provisions of this Agreement for each full month of service completed by such employee since his most recent anniversary date of employ-

ment. This provision shall not apply in the case of discharge for drunkenness, violation of Article 35, Section 3, theft or assault. For purposes of this Section, an employee will be credited with a full month of service for each month in which the employee works one-half (1/2) or more of the total number of working days in that particular month.

The Employer shall offer an employee who is qualified for a pro-rata vacation, under this Section, payment for that pro-rata vacation at the time that the employee is laid off or resigns. There is no further obligation of the Employer to pay an employee a pro-rata vacation during the period of his layoff. Provided, however, that if, upon reaching his date of hire (seniority date) a laid off employee who is otherwise qualified for a vacation has worked the required 140 days or 1250 hours, the employee shall be entitled to the balance of the vacation due him.

(d) The Employer shall determine the number of employees on vacation at any given time, consistent with efficient operations. However, the Employer shall allow at least fifteen percent (15%) in each classification per week to be on vacation if bid and/or requested with the exception of the time period from the third (3rd) week in August through the end of November when ten percent (10%) shall be the maximum.

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

### **Section 13. Time Off**

Upon the completion of a minimum of six (6) consecutive tours of duty, extra board employees shall be entitled to forty-eight (48) hours off duty after their normal ten (10) hour rest period upon arrival at the home terminal. Upon the completion of a minimum of twelve (12) consecutive tours of duty, extra board employees shall be entitled to seventy-two (72) hours off duty after their normal ten (10) hour rest period upon arrival at the home terminal. The

employees must put themselves back in service but not later than the forty-eight (48) or seventy-two (72) hours off as applicable.

## **ARTICLE 56. CASUALS**

### **Section 1. Casual Employees**

The Employer may use casual employees as required by its operation, as provided in Article 3, Section 2 and as provided herein. Each Local Cartage casual employee shall be guaranteed eight (8) hours pay when put to work. Casuals employed for dock work only shall not exceed fifteen percent (15%) of the seniority list. Such casuals shall be guaranteed four (4) hours pay when put to work and when used as supplemental shall be counted to determine the number of employees to be placed on probationary status.

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

(2) A monthly list of all extra (e.g., laid-off) casual (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

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

This list shall be compiled on a daily basis and shall be available for inspection by a union representative and/or shop steward.

### **Section 2. Preferential Casuals**

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



Any casual employee used by the Employer for sixty (60) shifts in excess of six (6) hours, in five (5) consecutive months shall be eligible for processing by the Employer for preferential status. It shall be the casual employee's responsibility to notify the Local Union and the Employer that he has qualified for the preferential hiring list. Processing may be waived by written agreement between the individual, the Local Union and the Employer. Such preferential casual shall be selected for regular employment in the order in which he was placed on the preferential hiring list and shall not be subject to any probationary period. If after being placed on such preferential hiring list the casual works thirty (30) shifts, in excess of six (6) hours in two (2) consecutive calendar months, they shall be added to the seniority list with a seniority date of the thirtieth (30th) shift. Failure of the Employer to add casuals from the preferential hiring list in this order shall subject the Employer to a run-around claim. A casual employee shall only have preferential status with one (1) Company. If the casual employee refuses to accept regular employment while on the preferential hiring list, the casual and the Local Union shall be so notified in writing and his use as a casual will be discontinued. Casual employees on the preferential hiring list shall be offered extra work in seniority order by classification, as amongst themselves. Work calls to preferential casuals shall be made and/or verified in the same manner as the employer currently uses for regular on-call employees. Further, casuals on the preferential hiring list shall have full access to the grievance procedure. A casual employee who is qualified only for dock work shall not be automatically disqualified from the preferential hiring list, but shall not be eligible for regular employment as a combination employee and shall not incur a claim for workaround in the event that work involving driving is awarded to other casual employees.

### **Section 3. Replacement Casuals**

(a) Replacement casuals may be used by an Employer to replace regular employees when such regular employees are off due to illness or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months. A replacement casual shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

(b) Regarding the use of casual employees as replacements for regular employees on vacation, casuals specifically used to replace regular employees on vacation shall be considered supplemental casuals and shall count as supplements for the purpose of determining possible additions to the regular seniority list as set forth in Section 4.

#### **Section 4. Vacancies**

Vacancies shall first be bid and filled in accordance with the provisions of Article 53, Section 6, of the current working agreement. In the event that any vacancy remains after such bidding, the Employer shall add regular employees to the seniority list based on the following formula: When an Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in two (2) consecutive calendar months, the Employer shall be required to add one (1) employee to the regular seniority list from the preferential hiring list for each such thirty (30) days worked by casual employees as described above. If there is no one on such list, the Employer shall add one (1) probationary employee to the seniority list for each such thirty (30) days worked by casual employees as described above. The addition of the appropriate number of regular employees to be added must be completed within sixty (60) days from the first day of the month following the start of the probationary period. Failure to add regular employees within this time shall subject the Employer to run-around claims.

#### **Section 5. Use of Laid-Off Employees from List**

Before utilizing other casual employees, the Employer shall give first opportunity to laid-off employees from a list submitted by the Local Union (hereinafter referred to as "Laid-Off Casual List") provided that such Laid-off Casual List furnishes the names, addresses, phone numbers and types of jobs that such employees are qualified to perform. Laid-off employees included on this list shall be limited to only those laid-off by freight carriers who are signatory to the National Master Freight Agreement and/or the Maryland-District of Columbia Supplemental Agreement. Such Laid-off Casual List, including maintenance thereof in a current status, shall be the sole responsibility of the Local Union and shall include the names of laid-off employees not working who desire to have their

names submitted. The employee must be able to meet the current hiring standards of the company to which his name is submitted.

## **ARTICLE 57. TERM OF AGREEMENT**

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

## **MARYLAND-DISTRICT OF COLUMBIA “UNIFORM RULES AND REGULATIONS”**

The following Rules and Regulations and the penalties to be charged for violation of same, are placed into effect with the approval of your Union, so that all employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these Rules and Regulations shall abrogate the employee's right through the Union to challenge a penalty through the regular grievance machinery. Rules and Regulations herein contained shall not supersede any rules or regulations of the Union contract itself.

The Employer may, with the consent of the Union, revise the Rules and Regulations listed herein.

### **(1) ACCIDENTS:**

(a) Major chargeable accident (after full investigation).

Subject to discharge.

(b) Minor chargeable accident.

First offense – Warning Letter

Second offense – 1 day suspension

Third offense – 3 day suspension

Subsequent offenses – subject to discharge

(c) Failure to report all spillage, or property damage promptly, or personal injury immediately.

First offense – 3 day suspension

Second offense – 1 week suspension

Subsequent offenses – subject to discharge

### **(2) EQUIPMENT**

(a) Failure to report mechanically defective condition of equipment.

First offense – Warning Letter

Second offense – 1 day suspension

Subsequent offenses – 3 day suspension

- (b) Unauthorized use of motor vehicles.  
Subject to suspension or discharge.
- (c) Failure to report breakdowns as promptly as possible.  
First offense - Warning Letter  
Second offense - 3 day suspension
- (d) Failure to take necessary safety precautions to protect load and/or equipment at all times, including safety lights, parking, etc.  
First offense - Warning Letter  
Second offense – Warning Letter  
Third offense - 3 day suspension  
Subsequent offenses – subject to discharge
- (e) Failure to keep equipment in good appearance inside where charged to do so.  
First offense - Warning Letter  
Second offense – 3 day suspension  
Subsequent offenses – subject to discharge
- (f) Tampering with equipment that results or could result in an alteration of intended performance.  
Subject to suspension or discharge
- (g) Willful damage to equipment.  
Subject to discharge
- (h) Careless operating of equipment resulting in damage to equipment.  
Subject to discipline or discharge
- (i) Failure to take necessary precautions to protect load from inclement weather.  
First offense – 1 day suspension  
Second offense - 3 day suspension  
Third offense Subject to discharge
- (j) Failure to inspect equipment in accordance with procedures set forth by the Company.  
First offense - Warning Letter  
Second offense - 1 day suspension  
Third offense - 3 day suspension  
Subsequent offenses – subject to discharge
- (k) Failure to operate radio in accordance with directions set forth by the Company.  
First offense – Warning Letter  
Second offense - 1 day suspension  
Third offense - 3 day suspension

Subsequent offenses – subject to discharge

### 3. CONDUCT

(a) Use of or possession of drugs or alcoholic beverages while on duty.

Subject to discharge

(b) Unprovoked assault of a Company's customer or the customer's representative while on duty or while on Company premises.

Subject to discharge

(c) Discourtesy to customers.

First offense - Warning Letter

Second offense - 3 day suspension

Third offense - subject to discharge

(d) Failure to turn in collections at first opportunity to person designated to receive same.

First offense – 3 day suspension

Subsequent offenses - subject to discharge

(e) Shortages in collections.

First offense - Warning Letter

Second offense - 3 day suspension

Third offense - Subject to discharge

(f) Conviction of reckless driving while on duty (except when an accident is involved and other clauses govern).

First offense - Warning Letter

Second offense - 3 day suspension

Third offense – Subject to discharge

(g) Failure to report arrests while on duty as soon as possible.

First offense - Warning Letter

Second offense - 3 day suspension

Subsequent offenses - Subject to discharge

(h) Inaccurate counting or careless loading and/or unloading.

First offense - Warning Letter

Second offense - Warning Letter

Third offense - 1 day suspension

Fourth offense – 3 day suspension

Subsequent offenses – Subject to discharge

(i) Failure to comply with D.O.T. safety regulations.

First offense – Warning Letter

Second offense – 3 day suspension

Third offense – subject to discharge  
(j) Sexual harassment of any person.  
Subject to discharge

### (3) REPORTS:

(a) Failure to properly make out reports and trip sheets.  
First offense – Warning Letter  
Second offense – Warning Letter  
Third offense – 1 day suspension  
Subsequent offenses – 3 day suspension

(b) Failure to register in and out of established check stations.  
First offense – Warning Letter  
Subsequent offenses – 3 day suspension

(c) Unjustified failure to report to dispatchers at specified time when required to do so while on duty.  
First offense – Warning Letter  
Subsequent offenses – 3 day suspension  
Subject to discharge in aggravated cases

(d) Punching a time card other than your own or having another employee punch in your time card.  
Subject to discharge

### (4) DRIVING SCHEDULES:

(a) Failure to complete run or make pickups and/or deliveries at scheduled time without satisfactory explanation.  
First offense – Warning Letter  
Second offense – Warning Letter  
Third offense – 3 day suspension  
Fourth offense – 5 day suspension  
Subsequent offenses – subject to discharge

(b) Unnecessary delaying of load or equipment.  
First offense – Warning Letter  
Second offense – 3 day suspension  
Third offense – 1 week suspension  
Subject to discharge in aggravated cases

(c) Failure to follow routings as designated or instructed.  
First offense – Warning Letter

Subsequent offenses – 3 day suspension

(d) Taking lunch period at times other than as specified by the Company or Contract.

First offense – Warning Letter

Second offense – 3 day suspension

Subsequent offenses – subject to discharge

#### (5) ATTENDANCE:

(a) Failure to notify his Company at least one hour before his regular show up time when unable to report for duty.

First offense – Warning Letter

Second offense – 1 day suspension

Third offense – 1 day suspension

Subsequent offenses – subject to discharge

(b) Reporting late for work.

Report within 30 minutes after starting time:

First offense – Warning Letter

Second offense – Warning Letter

Third offense – 1 day suspension

Subsequent offenses – subject to discharge

Report later than 30 minutes after starting time:

Loss of pay and penalty

(c) Excessive absenteeism.

Subject to discharge

#### (6) MISCELLANEOUS:

A warning notice in writing with a copy to the Local Union must be given for infractions of any rules or regulations.

Discharge must be by proper written notice, with a copy to the Local Union.

The foregoing Rules and Regulations have been formulated to serve as guideposts for the employees. It is to be understood that in describing certain offenses and the penalties therefore, the Company has not limited the violations for which it may discipline an employee to the offenses covered in these Rules and



Regulations. The Company may exert discipline in other types of cases should the situation warrant.

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

## **MEMORANDUM OF UNDERSTANDING**

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

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

## **MEMORANDUM OF UNDERSTANDING**

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England  
New England  
New York State  
New Jersey/New York  
New Jersey/New York 701  
Philadelphia & Vicinity  
Central Pennsylvania  
Maryland/DC  
Virginia Freight Council  
West Virginia

Additionally the Committee may be required to meet at a Supplemental location for a "special hearing" of out of service cases, no later than thirty (30) days after the request is received by TMI/TEA. In such event, any unresolved cases from the same Supplement may also be heard at this session, if mutually agreed to

by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that Local Union representatives who are appearing as presenters or witnesses for the Local involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the Rules of Procedure of each Supplement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to be effective as of April 1, 2013, except as to those areas where it has been otherwise agreed between the parties:

**NEGOTIATING COMMITTEE**

**TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE**

James P. Hoffa, Chairman

**MARYLAND-DISTRICT OF COLUMBIA  
NEGOTIATING COMMITTEE**

John Gibson, Chairman

For the Employers:  
Tony Nations, Chairman

## Memorandum of Understanding

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New England  
New York State  
New Jersey/New York  
New Jersey/New York 701  
Philadelphia & Vicinity  
Central Pennsylvania  
Maryland/DC  
Virginia Freight Council  
West Virginia

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Tentatively Agreed to:

Company: _____	Union: _____
Michael S. Scalzo	Ernie Soehl
Senior Director	Eastern Region
Industrial Relations	Freight Coordinator