

# **New York State Freight Division Supplemental Agreement**

## **Covering Over-the-Road and Cartage**



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



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**NEW YORK STATE TEAMSTERS FREIGHT  
DIVISION OVER-THE-ROAD  
And  
LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT**

Concerning Drivers Employed by Private, Common and Contract Carriers for the Period of April 1, 2013 to March 31, 2018 in the jurisdiction of the following: Local Union Nos. 118, 264, 294, 317, 449, 529, 687 and 693.

ABF Freight Systems, Inc., hereinafter referred to as the Employer, the New York State Teamsters Freight Division, and Local No. \_\_\_\_\_, affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters, hereinafter referred to as the Union agree to be bound by the terms and provisions of this Agreement.

This Over-The-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the ABF National 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 THE AGREEMENT**

**Section 1. Operations Covered**

(a) The execution of this Supplemental Agreement (hereinafter referred to as Agreement) on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the area and territory described herein and shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power lift operators, supervising dockmen, yardmen, receivers and such other employees as may be presently or hereafter represented by the Union, engaged

in local pickup, delivery and assembling of freight within the area located within the jurisdiction of the Local Union not to exceed a radius of fifty (50) miles, except as specifically permitted herein or whereby mutual agreement exceptions of the fifty (50) mile radius have been made, such exceptions shall be submitted in writing to the Joint Union and Employer State Committee for approval or disapproval within six (6) months. Any future agreement, before being put into effect, must be approved by the Joint State Committee.

(b) The above applies, except as provided in Appendices “C” and “E”.

(c) The Employer agrees that by becoming a signatory to this Agreement, that such Agreement shall be with the New York State Teamsters Freight Division, which is comprised of all the Local Unions mentioned herein, and shall be binding upon all parties.

## **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, passenger, or any other vehicle operated on the highways, 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.

## **Section 3 - City or Local Work**

Over-the-road drivers subject to this agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein, at no time shall any provision of this agreement permitting local pickup and delivery supersede the provisions of any local cartage agreement which prohibits such pickup and delivery, the prevailing local union city cartage provisions shall govern all wages and conditions of runs exclusively within a radius of fifty (50) miles of the home terminal, provided the hourly wage rates are equal to or higher than the hourly rates in this agreement and the over-the-road provisions; otherwise, the higher hourly rate shall apply, over-the-road drivers shall be allowed to fuel their own tractors if no local people are available or as otherwise

permitted herein, provided the over-the-road drivers are paid for time spent performing the work.

## **ARTICLE 41. ABSENCE**

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

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to engage in any temporary official union business, provided twenty-four (24) 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 the lack of available employees.

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

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods but not to exceed a total of six (6) months. Permission for extension of the sixty (60) days must be secured from both the Local Union and the Employer.

During the period of absence the employee shall not engage in gainful employment except when otherwise agreed to by Union and Employer due to extenuating circumstances. 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 employees must make suitable arrangements for continuation of Health and Hospital and Pension payments before leave may be approved by either the Local Union or Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism and/or drug use as outlined in Article 35 in the National Master Freight Agreement.

## **ARTICLE 42. SENIORITY (See also Article 5)**

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

Seniority (rights of employees) shall prevail. Seniority shall be broken only by discharge, voluntary quit, or more than a five (5) year layoff. Any employee on letter of layoff who works a total of ten (10) cumulative days within any twelve (12) month period from his date of layoff shall be granted an additional five (5) year layoff from the date he worked such tenth (10th) day. In the event of a layoff, an employee so laid off shall be given ten (10) days' of recall mailed to his last known address by telegram, registered, or certified mail. The employee must respond to such notice within three (3) days after receipt thereof, by telegram, registered, or certified mail, and actually report to work seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. If requested by the Local Union, in writing, within sixty (60) days after the effective date of this Agreement, a maximum of one steward for each classification shall have super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as a steward and permitted by applicable law provided that the practice is uniformly applied to all freight terminals in that Local Union.

The Local Union and the Employer shall agree, subject to the approval of the Joint State Committee, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

Terminal seniority as measured by length of service at such terminal shall prevail, except in those instances where the Employer, the

Union involved, and the New York State Teamsters Freight Division agree to the contrary.

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

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 be returned to work in the reverse order in which they were laid off provided if qualified.

Individual employees who are on layoff status may notify the Employer, in writing, at the time of layoff, or during the period of layoff, that they do not wish to be recalled for work of a day-to-day nature. Such notice may be canceled by the employee, provided such cancellation is done by written notice. Any laid off employee not electing to notify the Employer shall be available for any work opportunity in accordance with this Agreement.

Should such employee not be available for more than five (5) work opportunities in any thirty (30) work day period, the Employer shall have no further obligation to call said employee for work opportunities of less than one (1) week.

Work opportunities for full weeks of employment will be made available to all laid off employees and shall be done in accordance with Article 42, Section 1 of this Agreement.

## **Section 3. Over-the-Road and Local Cartage Operations**

Any controversy over the seniority standing of any employee on the seniority list that cannot be settled between the Employer and the Union shall be submitted to the ABF Eastern Region Grievance Procedure MOU.

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

A new employee who is hired as a regular shall work under the pro-

visions of this Agreement but shall be employed only on a thirty (30) workday trial basis during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union membership.

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

Road probationary employees shall be placed on the regular seniority list after thirty (30) calendar days using their original start date and punch with the company. A tour of duty is when a driver has run from one point to another and put to bed, or is relieved from duty at his home terminal.

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

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

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

Casual employees shall not come under this provision.

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

Casual employees may be utilized to cover jobs caused by vacation,

sickness, absenteeism, leaves of absence or to supplement the regular work force.

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

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

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

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

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

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

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

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

Should a casual employee who has attained preferred status refuse an offer of regular employment, he shall forfeit his preferred status and the Company shall have no further obligation to said employee. When this occurs the Employer shall send notification to the Local Union and employee involved confirming his refusal of full-time employment and on that basis he will no longer be used as a casual. If an Employer utilizes a casual, who has refused full-time employment one (1) day within a six (6) month period following such refusal, a casual with the most days worked will be placed into preferential status, subject to the qualification period. In addition, a casual who has obtained preferred status and has worked one hundred twenty (120) days from the date he/she obtained preferred status and has not achieved seniority, shall be entitled to fixed holiday pay. To qualify the casual must be available the last work opportunity prior to the holiday and the first work opportunity following the holiday. In addition, he/she must work four (4) days within the thirty (30) day period prior to the holiday.

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

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

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

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

## **Section 6. Orientation of New Employees**

An orientation employee is one who has little or no experience in the trucking industry (1 year or less). One orientation period per employee for the life of the contract. This program will begin with the employee's first day of work. This employee will work for ten (10) eight (8) hour work days (eighty (80) hours). He/she will learn company paperwork, proper procedures, in handling stripping/stacking, and hazardous material and safety procedures. The employee's rate of pay for this period of orientation will be eight dollars and twenty-five cents (\$8.25) per hour for the first year of the contract, in addition to Health & Hospital and Pension Fund contributions. Any new applicant that has over one (1) year experience in the industry will work in the orientation program for three (3) eight hour work days (twenty-four (24) hours). The rate of pay will be ten dollars and twenty-five cents (\$10.25) per hour for the first year of the contract, in addition to Health & Hospital and Pension Fund contributions. Subsequent increases to these rates will be in accordance with the National Master Freight Agreement negotiated increases. It is understood that if an employee is worked in violation of this agreement he/she will no longer be considered in the orientation period and be considered a casual. Also, this employee's orientation program, whether eighty (80) hours or twenty-four (24) hours, may include classroom instruction and on-the-job training with an experienced regular employee.

## **Section 7. Over-the-Road Operations**

In Over-the-Road operations when a younger employee in seniority is called for work ahead of an older employee, the older employee shall receive the same pay for his trip as the younger employee or his own trip, whichever is greater, plus all time elapsed between the time the younger employee went out and the senior employee departed, but not to exceed nine (9) hours.

Where a senior man exercises daily seniority and his earnings are exceeded by a junior man, he shall have no claim for difference in pay hours for the week. Senior men shall have no complaint against the Employer because of a junior man getting more hours at the end of the week because of a breakdown of the junior man on his last

trip or because of unforeseen hold time on the last trip. When bid run men are required by the Employer to run an extra run on the same bid or destination, seniority shall prevail.

In the event of a layoff in the road operations, an Employer may recall such laid off employees for extra part-time work without written notice as required by this Section. These laid off employees may or may not accept such extra part-time work without any loss of rights in this Agreement, except as provided for in Section 2 of this Article.

## **Section 8. Local Cartage Operations**

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

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

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

In Local Cartage operations during the balance of the year, an Employer may recall laid off employees for extra work without

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

### **Section 9. Loss of License (Over-the-Road and Local Cartage Operations)**

In the event a driver loses his license because of violation of any laws wholly caused by and with the knowledge of the Employer, or any of its representatives, etc., it is agreed that the Employer shall pay the driver who lost his license his full weekly earnings until such time that the driver's license is reinstated. In lieu of this, the Employer may offer such driver, dock or other type of work covered by this Agreement, but the driver shall receive the same earnings per week on this work as he averaged as a driver for the previous six months exclusive of any expense moneys, in which event the driver must accept such work or else lose all benefits covered by this clause. The Employer shall not decrease the number of local employees in his employ because of giving work to a driver who has lost his license. "Wholly caused" means the loss of license or time was caused in full by violations while in the employ of the respective Employer and because of the Employer's failure to comply with the law, or knowingly allowing the driver to drive equipment in violation of the law.

### **Section 10. Employment Agency Fee (Over-the-Road and Local Cartage Operations)**

If employees are hired through an employment agency, the Employer is to pay the employment agency fee.

However, if the Local Union was given equal opportunity to furnish employees under Article 3, Section 1(c), and if the employee is retained through the probationary period, the fee need not be paid until the thirty-first (31st) day of employment.

## **Section 11.**

During the term of this Agreement, the employer and union may agree to combine separate seniority rosters, where separate lists were maintained within a local union, in the jurisdiction of that Local Union, any such agreement shall be filed with the ABF Eastern Region Grievance Committee MOU.

## **ARTICLE 43. MAINTENANCE OF STANDARDS**

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

## **ARTICLE 44. GRIEVANCE MACHINERY**

### **Section 1. Joint State Committee**

The Employers and the Unions shall together create a permanent Joint Area Committee. The ABF Joint Area Committee shall consist of an equal number of TMI/TEA committee Members and Union Committee Members sitting, not to exceed three (3) and not less than two (2). The Joint Area Committee shall at its first meeting formulate

Rules of Procedure to govern the conduct of its proceeding in accordance with the ABF Eastern Region Grievance Procedure MOU.

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

The Employers and the Unions shall together create a permanent ABF Eastern Region Joint Area Committee, which shall consist of delegates from the Eastern Region Area. This ABF Eastern Region Joint Area Committee shall meet at established times and at mutually convenient locations as set forth in the ABF Eastern Region Grievance Procedure MOU.

## **Section 3. Function of Committees**

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

## **Section 4. Examination of Records**

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

## **Section 5. Change of Operations**

(a) Irrespective of the applicable provision of Article 8, Section 6, present terminals, breaking points, or domiciles wholly within the jurisdiction of the New York State Supplement shall not be transferred or changed without the Employer first having submitted to the New York State Joint Change of Operations Committee for approval. This Committee shall also have jurisdiction over the closing of terminals in regard to seniority. This shall not apply within a twenty-five (25) mile radius. This Committee shall have the power to extend the five (5) year layoff period contained in Article 5, Section 1, and Article 42, Section 1, in considering any change of operations.

(b) In the event the Employer absorbs or acquires and operates the

business of another private, contract, common or cartage carrier, the seniority of the employees affected thereby shall be determined in the following manner:

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

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

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

Overall seniority shall be recognized for fringe benefit purposes.

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

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

## **Section 6. National Grievance Committee**

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

## **Section 7.**

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

# **ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY**

## **Section 1.**

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

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

(a) The case shall be submitted to the ABF Eastern Region Joint Area Committee.

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

(b) Where the Joint State Committee is unable to agree or come to a decision on a case, it shall be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session, except when the Joint State Committee orders arbitration. Where the Eastern Region

Joint Area Committee, by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

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

(d) Refusal of either party to submit or to appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Article 45. Failure of the State Committee to meet, except where mutually agreed under its Rules of Procedure, likewise withdraws the benefits of Article 45.

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

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

## **Section 2.**

The New York State Teamsters Freight Division and the Local Union shall make immediate efforts to terminate any strike or stoppage of work as outlined above, which is not authorized by such organizations, without assuming liability therefore. It is understood and agreed that failure by the New York State Teamsters Freight Division to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

## **Section 3.**

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 its contribution to the Health and Hospital or Pension Fund, or Funds, created under this contract, in accordance with the Rules and Regulations of the Trustees of such Fund, the Local Union must

give a seventy-two (72) hour written notice to the Employer of such delinquency in Health and Hospital and/or Pension payments, and must strike the Employer or take other legal action unless joint agreement is reached between the Employer, the Union and the Fund Trustees. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom, including wages, in addition to all other penalties outlined in Article 50 and Article 51. Action for delinquent contributions may be instituted by either the Local Union or the Trustees.

## **ARTICLE 46. DISCHARGE OR SUSPENSION**

### **Section 1.**

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

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

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

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

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

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

- (c) Unprovoked physical abuse or bodily harm to a supervisor or other employee or customer;
- (d) Negligence resulting in a serious accident while on duty;
- (e) The carrying of unauthorized passengers;
- (f) Failure to report an accident;
- (g) Punching a time card other than an employee's own for the purpose of stealing time; or
- (h) Proven, willful, wanton, or malicious damage to company property and/or equipment; or
- (i) Sexual harassment against any person.
- (j) Carrying of firearms on Company property or equipment (except a legitimate hunting rifle or shotgun cased and secured out of sight in the employee's personal vehicle in accordance with law).
- (k) Tampering of equipment that results, or could result, in an alteration of intended performance.

## **Section 2. Warning Notice**

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning

notice. These warning notices may not be presented in future disciplinary action. Letters of suspension or discharges reduced to suspensions, may be introduced in disciplinary action, provided said letter does not exceed a one (1) year period from date of issue. Discharge or suspension must be by proper notice to the employee and the Union affected. Any employee discharged or suspended away from his home terminal shall be provided with the fastest available transportation to his home terminal at the Employer's expense. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work, unless otherwise mutually agreed to between the Union and the Employer or by decision of the appropriate grievance committee.

### **Section 3. Appeals**

All appeals from discharge or suspension must be taken within ten (10) calendar days by the employee with the Local Union and the Employer, by written notice, and the Union must file a grievance in writing appealing such discharge or suspension with the Employer within twenty (20) calendar days from the date of discharge or suspension.

The case shall then be taken up as provided for in Article 45, Section 1 of this Agreement. There shall be an immediate notification in writing by the Employer to the Union and the employee involved for all infractions of the Company rules by the employee. Unless such written notice or notice of investigation is given to the Union and the employee involved within ten (10) days of said infraction or knowledge thereof, the same shall be considered condoned, but receipt by the Union and the employee of such written notice shall not be construed to mean that a violation has been committed. In the event the Employer issues a notice of investigation, any disciplinary action taken must be effected no later than ten (10) days following such issuance of the notice of investigation unless extended by mutual agreement between the Employer and Local Union. In addition to the above, Stewards shall not be discharged without first notifying the Union business agent. If the agent cannot be located within forty-eight (48)

hours, notice to the Union is official. This shall not apply to items listed in Article 46 or in cases of unauthorized strikes.

## **ARTICLE 47. EXAMINATIONS, ABSENCE AND IDENTIFICATION FEES**

Physical, mental or other examinations required by a governmental body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination, or examinations, where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or serious illness during the year. Employees will not be required to take examinations during their working hours. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors, as soon as possible, but not to exceed seven (7) days, shall together select a third doctor whose opinion shall be final and binding on the Company, the Union, and the employee. Neither 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. It is understood that the seven (7) days shall start when the two (2) doctors disagree. Disputes concerning back pay shall be subject to the grievance procedure.

### **Section 2. Absence, Illness or Accidents**

Employees off because of illness or accident for one (1) week or more must request their doctor to give them, whenever possible, a week's notice prior to returning to work, and upon receipt of same must

immediately notify the Employer. When off for less than one (1) week, they must request as much notice as possible from the doctor and immediately notify the Employer, but under no circumstances can the employee return to work with less than a six (6) hour notice of such illness of less than one (1) week; when a employee does not require a doctor, he must likewise give the Employer as much notice as possible. In all cases, the Employer must clear the employee for work immediately, but not to exceed twenty-four (24) hours in illness over one (1) week, except in cases of heart attack or major surgery, and the employee has not given the Employer a full week's notice, in which event the employee may not be allowed to work prior to one (1) week from date Employer was notified, in order to take a company physical.

### **Section 3. Identification Fees**

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

### **Section 4.**

Unless otherwise required by law, platform employees are not required to meet D.O.T. physical requirements; however, they shall comply with the above sections.

### **Section 5. Polygraph**

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

## **ARTICLE 48. PAY PERIOD**

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

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

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

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

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

## **ARTICLE 49. VACATIONS**

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

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

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

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

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

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

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

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

Those employed two (2) years or more shall receive two (2) weeks' vacation with pay each calendar year at the classification at which they worked for the greatest number of days in the six (6) month period prior to their vacation. Those employed eight (8) years or more shall receive three (3) weeks' vacation with pay each calendar year. Those employed fifteen (15) years or more shall receive four (4) weeks' vacation with pay each calendar year. Those employed twenty (20) years or more shall receive five (5) weeks of vacation with pay each calendar year thereafter. Those employed 30 years or more shall receive six weeks of vacation with pay each calendar year thereafter. The vacation period shall be from January 1 to December 31, and the preferred vacation period shall be May 1 to October 1. Seniority shall prevail at all times when selecting vacations.

Employees shall receive an extra day's pay for any holidays falling during a vacation week if otherwise qualified for the holiday.

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

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

Employees who have earned vacation and are on layoff may upon written request, use full weeks vacation. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

## **Section 3. Over-the-Road Operations**

The vacation pay shall be determined by averaging any earnings, excluding expense allowance, for a six (6) month period immediate-

ly preceding the time of the vacation period. Full weeks of absence due to illness, accident, leave of absence, compulsory court appearances, lack of work, or other leaves approved by the Employer shall not be included in the 26-week computation. Full weeks of absence due to disciplinary suspension shall be included in the 26-week average. Any earnings in a week shall be counted as one of the 26 weeks.

Two-man vacation payments shall be one fifty second (1/52nd) of annual earnings for each man unless otherwise agreed to.

#### **Section 4. Local Cartage Operations**

Vacation pay shall be based on forty-five (45) straight time hours per week.

#### **Section 5.**

Employees with three (3) weeks or more vacation may take one (1) week of vacation daily. Full weeks of vacation shall take precedence when scheduling. For road drivers who are on A-B bids, drivers must use two (2) vacation days and on the last one day must use one of his/her rovers. When driver exercises this option of one day at a time, he/she shall be paid his/her week's vacation for the first one or two days respective. The remaining three or four vacation days shall be only time off. When road driver uses a rover for the last two days under this Section, that rover will be paid for day used. Employees selecting this option shall be required to schedule each day in advance. The Employer may not unreasonably deny the request.

#### **Section 6.**

(a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one(1) week.

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

## ARTICLE 50. HEALTH AND HOSPITAL

### Section 1.

Effective August 1, 2013, the Employer agrees to contribute the sum of two hundred seventy four dollars (\$274.00) per week for any and all of its regular full time employees covered by this Agreement, and sixty nine dollars (\$69.00) per day for all casual employees but not to exceed two hundred seventy four dollars (\$274.00) per week to the New York State Teamsters Health and Hospital Trust Fund. All such money shall be turned over to the Trust Fund Treasury on or before the tenth (10th) day of the month following the month in which said money is accrued, except where agreed to by the Fund Trustees but not to exceed by the end of the following month.

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.

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 Supplemental Negotiating Committee reserves the right to allocate up to an additional \$1.00 per hour as necessary to maintain benefits on August 1, 2014 and every August 1 for the term of this agreement between the Pension and Health and Welfare funds within the area of the Joint National Master Freight Negotiating Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of the above indicated benefit increase to the Pension Fund subject to the approval of the Joint National Master Freight Negotiating Committee.

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

## **Section 2.**

Failure on the part of the Employer to regularly contribute as specified herein above shall make him liable for all claims, damages, attorney fees, court costs, etc., plus all arrears in payment, plus ten percent (10%) penalty. In the event the Union suspends the operations of a defaulting Employer, the Union shall not be bound by any arbitration or no strike clause in this Agreement. The Employer and the Union hereby agree simultaneously herewith to execute a stipulation submitted by the Health and Hospital Fund as negotiated for

the Supplemental Freight Agreement and certifying that the Employer has entered into a written agreement containing such provisions. The Fund Trustees may reserve the right to refuse to accept contributions from Employers who fail to execute such stipulation.

### **Section 3:**

Health and Hospital Fund shall be open to participation by any group of members belonging to a participating on by any group of members belonging to a participating Local Union and employees of a of a participating Employer not members of the Union, provided all such employees are covered under the rules, regulations and other requirements that are or may be required by the Trustees.

### **Section 4**

The New York State Teamsters Health and Hospital Fund may at any time check the payroll records of any and all employees of the Employer including owner-operators, lessors and employees of fleet owners covered by this Agreement, at a time mutually agreed upon, at no charge to the Employer, but in the event it is found that the Employer has not been complying with the Trust Fund provisions of the Agreement, the Employer shall pay the full cost of checking the books that may be necessary by the Trust Officials and, in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies that may exist to the Trust Fund and ten percent (10%) penalty. In the event an Employer is charged the cost of checking the books and feels it was unjustly charged, the Employer may appeal to the Joint State Committee.

### **Section 5.**

By the execution of this Agreement the Employer authorizes the Employers' Association which are parties hereto to designate the Employer Trustees under such Trust Agreement hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

### **Section 6.**

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 moneys to pay the required contributions into the Health and Hospital Fund during the period of absence.

### **Section 7.**

There shall be no deductions from equipment rental or owner-operators by virtue of contributions made to the Health and Hospital Fund, regardless of whether the equipment rental is at the minimum rate or more.

### **Section 8.**

During the life of this Agreement it is agreed that upon becoming a member of the New York State Teamsters Health and Hospital fund and making payments to said fund provided for herein, the Employer shall be relieved of any and all responsibilities of providing any other or further insurance of health and welfare benefits than those provided by the New York State Teamsters Health and Hospital Fund.

### **Section 9.**

The Employers agree to furnish such information as may be necessary concerning their employees including owner-operators, lessors and employees of fleet owners as will enable the Trust Fund to carry out its duty to furnish adequate coverage for such employees.

### **Section 10.**

Should any of the provisions of the collective bargaining agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulations, such declaration shall in no way impair the effectiveness of continuity of the provisions of this Agreement which establish health and hospital benefits and provide for the payment of contributions by the Employers to such Fund, and such provisions are hereby expressly declared to be saved from illegality.

### **Section 11.**

Payments to the Fund must be paid by the Employer during employee vacations.

## **Section 12.**

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 contributions for a period of four (4) weeks. If a regular 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.

## **Section 13.**

(a) All actions or proceedings commenced by any applicant, employee, Local Union or Employer or anyone acting in their behalf, against the Health and Hospital Fund or the Trustees thereof, and any action commenced by said Trustees against any applicant, employee, Local Union or Employer, pertaining to the said Health and Hospital Fund in any of its aspects, shall be brought in the appropriate court in the County of Onondaga, New York. It is specifically agreed that any action commenced in any other place shall be transferred to the County of Onondaga, New York.

This contract provision relating to venue is necessitated by the fact that the Health and Hospital Fund Office, with all of its records and employees, is located in the County of Onondaga, New York.

(b) The Employer contributing hereunder shall post each month at each terminal, or other place of business where employees have easy access thereto, an exact copy of the remittance report form of contributions sent to the Fund.

All Employees must check the list each month and immediately notify their Local Union and Employer if proper contributions have not been made in their behalf. Failure of the employees to check the list does not relieve the Employer of any and all liabilities thereunder.

## **Section 14.**

The method of computation for contributions for a road driver shall be based upon a 27.77 mile per hour formula. One day equals 9 X

27.77 or 250 miles. 1,000 miles equals the maximum contribution referred to herein.

## **ARTICLE 51. PENSION AND RETIREMENT FUND**

### **Section 1.**

Effective August 1, 2013 the Employer agrees to contribute the sum of eleven dollars and sixty three and one fifth cents (\$11.632) per hour paid to any and all of its employees by this Agreement, but not to exceed three hundred nineteen dollars and eighty cents (\$465.28) per week. Such payment is to be made to the New York State Teamsters Pension and Retirement Fund on or before the tenth (10th) of the month following the month in which the moneys were accrued, except where agreed to by the Fund Trustees but not to exceed by later than the end of the following month.

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 Supplemental Negotiating Committee reserves the right to allocate up to an additional \$1.00 per hour as necessary to maintain benefits on August 1, 2014 and every August 1 for the term of this agreement, between the Pension and Health and Welfare funds within the area of the Joint National Master Freight Negotiating Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of the above indicated benefit increase to the Pension Fund subject to the approval of the Joint National Master Freight Negotiating Committee. The remaining amount, if any, shall be applied uniformly to each of the Health & Welfare Funds.

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

## **Section 2.**

Failure on the part of the Employer to regularly contribute as specified herein above shall make him liable for all claims, damages, attorneys fees, court costs, etc. plus all arrears in payments, plus a ten percent (10%) penalty. In the event the Union suspends the operations of a defaulting Employer, the Union shall not be bound by any arbitrator or no strike clause in this Agreement. The Employer and Union hereby agree simultaneously herewith to execute a stipulation submitted by the Pension Trustees setting forth the provisions relating to both of the above mentioned Pension funds as negotiated for the Supplement Freight Agreement and certifying that the Employer has entered into a written agreement containing such provisions. The Fund Trustees may reserve the right to refuse to accept contributions from Employers who fail to execute such stipulations.

## **Section 3.**

The New York State Teamsters Pension and Retirement Fund may at any time check the Payroll records of any and all employees of the Employer including owner-operators, lessors and employees of fleet

owners covered by this Agreement at a time mutually agreed upon, at no extra charge to the Employer, but in the event it is found that the Employer has not been complying with the Pension and Retirement Fund provisions of this Agreement, the Employer shall pay the full cost of all checking of its books that has been done and/or later to be done by the Pension and Retirement Fund Officials and in addition, shall be responsible for any and all claims that were not covered, and must pay whatever discrepancies as may exist plus ten percent (10%) penalty to the Pension and Retirement Fund Office. Only the Employer who has been willfully violating the provisions of the Pension and Retirement Fund shall be charged with the cost of checking its books.

#### **Section 4.**

The Pension Fund shall be open to participation by any group of members belonging to a particular Local Union and any or all other employees of a particular Employer not members of the Union, provided all such employees are covered under rules, regulations, and other requirements that are or may be required by the Trustees.

#### **Section 5.**

Should any of the provisions of this collective bargaining agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulations, such declaration shall in no way impair the effectiveness or continuity of the provisions of this Article which establish a Pension and Retirement Fund and provide for the payment of contributions by the Employers into such Fund and such provisions are hereby expressly declared to be saved from such illegality.

#### **Section 6.**

Payments to the Fund must be paid by the Employer during employee's vacation period.

#### **Section 7.**

By the execution of this Agreement the Employer authorizes the Employers' Association which are parties hereto to designate the Employer trustees under such Trust 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.

### **Section 8.**

If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

### **Section 9.**

There shall be no deductions from equipment rental of owner, operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate of more.

### **Section 10.**

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 contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; but not to exceed four (4) weeks.

### **Section 11.**

(a) All actions or proceedings commenced by any applicant, employee, Local Union or Employer, or anyone acting in their behalf, against the Pension Fund, or the Trustees thereof, any action commenced by the said Trustees against any applicant, employee, Local Union or Employer pertaining to the said Pension Fund in any of its aspects, shall be brought in the appropriate court in the County of Onondaga, New York. It is specifically agreed that any action commenced in any other place shall be transferred to the County of Onondaga, New York.

This contract provision relating to venue is necessitated by the fact that the Pension Fund Office, with all of its records and employees, is located in the County of Onondaga, New York.

(b) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto, an exact copy of the remittance report form of contributions sent to the Fund. All employees must check the list each month and immediately notify their Local Union and Employer if proper contributions have not been made in their behalf. Failure of employees to check the list does not relieve the Employer of any and all liabilities hereunder.

## **Section 12.**

The method of computation for contributions for a road driver shall be based upon a 25 mile per hour formula not to exceed forty (40) hours per week.

## **ARTICLE 52. DEATH IN FAMILY**

In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral or memorial services. It being understood that "immediate family" means father, mother, wife, husband, children, brother, sister or grandchild of the employee. One (1) day shall be paid for by the Employer in the event of the death of the mother-in-law and/or father-in-law to attend the funeral. In road operations, one (1) day equals nine (9) hours' pay for this purpose.

## **ARTICLE 53. PROTECTIVE APPAREL**

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

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

## **ARTICLE 54. WINTER SAFETY EQUIPMENT**

The Employer shall install and maintain in working order heaters and defrosters on all trucks and tractors.

## **ARTICLE 55. CHECK-OFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to.

## **ARTICLE 56. EMPLOYMENT OPPORTUNITIES AND COMPETITIVE EQUITY**

In view of the continued erosion of jobs and work opportunity of the employees working under this Supplemental Agreement, adjustments to this Agreement shall be permitted whereby jobs of Union members are protected and/or whereby jobs lost by Union members may be once again performed by Union employees and/or whereby additional jobs may be performed by Union employees that have been previously and/or are now being performed by nonunion competition or others. Any agreements reached between the Employer and the Union shall be subject to approval by the New York State Joint Area Grievance Committee only.

## **ARTICLE 57. CANADIAN BORDER**

In the event an agreement is reached and implemented with both Canadian and American Local Unions involved regarding the crossing of the international border, and upon mutual agreement, said Agreement will become a part of the New York State Supplemental Agreement. It is understood that in the event an agreement is

reached at the International level, said Master Agreement will supersede this language.

## **ARTICLE 58. EMPLOYER ASSOCIATION**

The Unions recognizes ABF Freight System, Inc. as the designated bargaining party for this agreement.

## **ARTICLE 59. TERM OF SUPPLEMENTAL AGREEMENT**

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

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

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

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

If rooms are not available within the city or village limits, the Employer agrees to provide transportation to and from the terminal and the approved accommodations and likewise shall provide transportation within the city or village limits when approved accommodations are beyond one-half (1/2) mile from the terminal, or fare if public transportation is not available. In the instance of a road driver being required to take company equipment to and/or from lodging, the company and the local union shall mutually agree on the amount of compensation, with a minimum guarantee of one-quarter (1/4) hour for the time involved to and from the lodging, unless

being compensated for layover time. Failure of the parties to agree shall subject the matter to the grievance procedure. It will not be necessary to log this time unless the D.O.T. changes its current rules to require it to be logged.

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

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

A subcommittee of one (1) Union and one (1) Company representative from each Joint State Grievance Committee jurisdiction will be appointed as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within fourteen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.

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

### **Section 1. General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 2. Call In Time**

Any employee called for work shall receive a minimum of eight (8) hours pay at all times, exclusive of the one (1) hour free time as

allowed elsewhere herein. The eight (8) hour minimum shall include waiting time, drops and pickups, hooking and unhooking and any time paid by the carrier, except expense moneys. The Local Union and the Employer may agree upon circumstances where the eight (8) hour guarantee shall not apply, but the guarantee shall not be less than six (6) hours.

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

All drivers shall be dispatched to their ultimate point of destination unless otherwise agreed to between the Local Union and the Employer; however, if the driver has available hours to work, he may be extended. Under no circumstances shall any Union agent or steward induce or order any driver not to go beyond his ultimate point of dispatch as provided by this paragraph. Drivers may be dispatched on a VIA terminal dispatch. Dispatch Rules, including call times, availability and book-off procedures shall be established between the Employer and Local Union. Failure to comply or agree, the issues will be referred to the State Committee and if unresolved, shall be referred to a subcommittee, who shall make a recommendation back to the State Committee. Such recommendation shall be adopted and be final and binding on both parties.

Road drivers at their home terminal shall be given a definite time to call by phone for a definite starting time. This does not apply to Break-bulk terminals. In the event the Employer cannot give a driver a definite starting time when he phones, the Employer shall give him another definite call-in time, so as to give the driver his definite starting time. In the event the Employer has no runs, the driver shall be so advised and in such event the Employer shall not be penalized, except as otherwise provided herein. Driver shall be paid for every-hour of waiting time after his designated starting time and if the trip does not run he shall be paid one-half (1/2) of his designated trip or an eight (8) hour minimum, whichever is greater, plus all waiting time. In the event the Employer has a load prior to normal call-in time, he shall call drivers in accordance with seniority, and if a junior man takes the trip because a senior man could not be located, the

senior man will go out that night, but if no trip develops before 6:00 a.m., he shall be paid one-half (1/2) of the trip that was run by the junior man. The above shall prevail except when other arrangements are made between the road drivers and the Employer and not opposed by the Union. Waiting time after reporting shall not be paid if the incoming truck is involved in an accident or breakdown.

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

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

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

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

The parties agree that the Employer shall have the sole discretion to establish bids based on operational needs. Bids with start times and destinations shall be established whenever possible. The Employer

will give consideration to additional destination turn bids with start times, whenever it can be demonstrated that such trips are ran for five (5) consecutive days per week for four (4) weeks at the same time. In the case of A-B-A dispatches, the same destination is run three (3) trips per week for four (4) weeks at the same time on alter- nate days.

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

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

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

### **Section 3.**

#### **(a) Interchange**

Any interchange driver calling in that he is waiting at a point of interchange shall be paid at the regular scale for all waiting time after the first hour from time of arrival. If no telephone is available at the point of interchange, the driver shall be paid without phoning. Any interchange driver shall not be expected to proceed beyond the point of interchange, except in cases where one of the units is involved in an accident, breakdown, or unforeseen weather conditions; but if ordered to do so by the Employer, he shall be paid for all additional mileage driven. It is understood that when an employer takes one (1) hour free time in a tour of duty, he will not be entitled to the free time outlined in paragraph (b) below. However, if the time taken is less than the allowable one (1) hour, the employer is entitled to the balance of the unused free time but not to exceed the thirty (30) minutes maximum free time at intermediate points and one (1) hour maximum for the tour of duty.

(b) Free Time

One-half (1/2) hour free time at turn or intermediate points, but not to exceed one-half (1/2) hour in a tour of duty whether on a turn or layover run. One (1) hour free time on an interchange shall be maintained. An interchange is a run where trailer or complete unit is exchanged at an intermediate point away from Company terminals by two (2) road drivers.

(c) Hooking and Unhooking

If the Union permits hooking and unhooking or spotting and the driver is paid for such time as required elsewhere herein, such time consumed shall not interfere with the free time allowed the Employer herein. The driver shall be paid all waiting time consumed at his origin and turnaround point less one-half (1/2) hour pay at turnaround point.

(d) Overload

In the event a driver is arrested with an overload, the Employer shall pay all fines plus all waiting time, except that waiting time shall not be paid when the driver, knowingly of his own volition, and without knowledge of the Employer, overloaded the truck, or changed the configuration of the equipment resulting in the overload.

## **Section 4. Layovers**

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

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

## **Section 5. Breakdowns and Impassable Highways**

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

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

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

## **Section 6. Deadheading**

Drivers who deadhead from any one point to another shall be paid the regular rate for the trip.

## **Section 7. Foreign Power Courtesy**

Both the Employers and the Unions agree to the principle that foreign drivers at all times operate on a first in, first out, basis. Except where a union in an adjacent area, such as Pennsylvania, New England, and Central and Southern States, refuses to recognize this

principle when drivers covered by this agreement are in its area.

In such cases the Unions covered by this Agreement reserve the right not to allow drivers from such a Local to be first out, but the Union shall not take any economic action to enforce this until the National Freight Division has attempted to establish reciprocity between both Locals and further except that the Union shall use the grievance machinery in the event the National Freight Division has failed to correct same.

### **Section 8.**

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

## **ARTICLE 62. PICKUP AND DELIVERY (OVER-THE-ROAD OPERATIONS)**

Road drivers may be required to make deliveries and pickups enroute. Such deliveries and pickups may be made at the shipper's or consignee's places of business, terminals of connecting carriers, or terminals of their Employers, except when and where it is contrary to Union rules. In making such deliveries or pickups, except at Company terminals, the road driver may be required to load or unload his truck. All time consumed in making such deliveries or pickups shall be paid for in addition to the regular road trip compensation at the hourly rates provided for in this agreement, with a minimum of one-half (1/2) hour for such pickup and/or delivery.

Road drivers shall not be permitted to spot or hook up bodies where and when it is contrary to Union rules. However, where it is not contrary, the road driver may be required to deliver his truck to the terminal platform at its ultimate point of destination or at any point

intermediate thereto as dispatched. In addition, where it is not contrary to Union rules, the road driver may be required to unhook (on arrival) and hook up (on departure) the particular tractor and trailer to which he is assigned. Where requested to do spotting,

hooking or unhooking, the road driver shall be paid at the hourly rate contained in this Agreement with a minimum of one-half (1/2) hour's pay.

Treat all foreign drivers the same as NYS drivers. In addition, a road driver may make one (1) pickup and/or delivery enroute to a terminal.

Over-the-road drivers shall not be required to load or unload or ped- dle in the cities or localities where a Union exists, except when such delivery and/or pickup is outside a twenty-five (25) mile radius of the local terminal and the road driver does not return to the affected area terminal directly following the pick up and/or delivery. This provision does not alter the terms of paragraph 3 of this Article.

In addition, any road driver may make one (1) pickup and/or delivery enroute to a terminal or upon departing a terminal within the twenty-five (25) mile radius. Further, any pickup made within a twenty-five (25) mile radius, under this provision, must be taken beyond the fifty (50) mile radius for delivery. In addition, a delivery made within the twenty-five (25) mile radius must have originated outside the fifty (50) mile radius. The road driver is not permitted to handle any freight at the pickup or delivery point. The Employer must provide, upon request of the Local Union documentation regarding any pickup or delivery, in order to enforce compliance with this provision. Enroute is intended to mean that the road driver cannot go beyond the terminal.

All road drivers must be dispatched at all times from terminal to terminal.

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

### **Section 1. Mileage and Hourly Rates**

(a) Effective the date of ratification the following schedules shall prevail:

<u>Mileage</u>	<u>Effective</u>	<u>Hourly</u>
56.4045 cents	Ratification	\$22.7292
57.5326 cents	July 1, 2014	\$23.1838
58.6833 cents	July 1, 2015	\$23.6475
59.8570 cents	July 1, 2016	\$24.1205
61.3534 cents	July 1, 2017	\$24.7235

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

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

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

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

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

## **Section 2. Double Bottoms**

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

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

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

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

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

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

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

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

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

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

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

### **Section 1. General Holidays**

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

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

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

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

### **Section 2. Qualifications - General Holidays**

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

In addition, a regular employee shall not be entitled to holiday pay unless he is available and/or works a full tour the day preceding the holiday and the day following the holiday unless previously

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

If a driver is scheduled to run because of his bid operation, or because of his turn out in compliance with seniority, he must run or else he will not receive holiday pay that week. EXCEPTION: A driver may be off because of accident or illness to himself, or because of death or serious illness or accident to his immediate family, compulsory court appearance, or other legitimate and excusable reason approved by both the Union and the Employer. If the Employer questions the illness, he may request and must receive a doctor's certificate upon demand.

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

### **Section 3. Qualifications - Roving Holidays**

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

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

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

#### **Section 4. Sunday Provisions**

The hours of any employee on road work must be arranged so that he must return to his home terminal prior to 11:00 a.m. on Sunday. If such arrangement is not made, he shall be paid time and one half for all miles and work performed back to midnight.

An employee may be dispatched from his home terminal after 8:00 a.m. on Sunday without penalty. If an employee is dispatched from his home terminal prior to 8:00 a.m. on Sunday, he shall be paid time and one-half for all miles and work performed back to midnight. This provision does not apply to road drivers domiciled at Breakbulk terminals. This provision only applies to non-TMI employers.

#### **Section 5. General Holiday Provisions**

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

The employer will cancel all road bids for holidays listed in Section 1, first paragraph. The cancellation will begin at noon the day before the holiday(s) and end at 2400 on the holiday(s). A sign up list of the employees wishing to work will be posted at least seven (7) days prior to the holiday(s). Drivers signing this list will be arranged by seniority for holiday(s) and will be dispatched first. If enough drivers do not volunteer, the company will force drivers, in reverse, to be available for work during the holiday.

#### **Section 6.**

If a Local Union gives an Employer concessions contrary to the above, the same shall apply to all carriers under the jurisdiction of the Local Union.

## **ARTICLE 65. SYSTEM OPERATION (Over-the-Road Operations)**

A driver on a System dispatch who completes three (3) sleeps must be dispatched home or he shall receive one and one-half (1 1/2) times the rate for all miles driven and paid for time after the third sleep.

## **ARTICLE 66. WORK ASSIGNMENTS (Local Cartage Operations)**

The Employers agree to respect the jurisdictional rules of the Union and shall not direct nor require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of employees in said units. This is not to interfere with bona fide contracts with bona fide unions. Employees not covered by this Agreement shall not perform any of the duties of the employees covered by this Agreement.

A driver may be required to help load or unload his own vehicle at his home terminal, but shall not be required to work on the terminal platform, and if his pickups and deliveries are on his regular run, he may also be required to load or unload his truck at any point along his route; but he shall not drop or pickup in another city under the jurisdiction of another Union if it is contrary to that Local's rules and regulations, except when otherwise agreed.

Shippers, receivers and supervising dockmen shall not handle freight of any description at any time except when it is deemed necessary between the Employer and the Union.

OS & D clerks may perform their duties. However, they shall not be used to load and unload trailers, nor shall they operate a towmotor.

Over-the-road drivers shall not be permitted to load or unload or peddle in cities or localities where a Union exists, except when such delivery and/or pick up is outside a twenty-five (25) mile radius of the local terminal and the road driver does not return to the affected area terminal directly following the pick up and/or delivery. This provision does not alter the terms of paragraph 3 of Article 62.

In addition, a road driver who is working under the New York State Supplement, may make one (1) pickup and/or delivery enroute to a terminal or upon departing a terminal within the twenty-five (25) mile radius. Further, any pickup made within a twenty-five (25) mile radius, under this provision, must be taken beyond the fifty (50) mile radius for delivery. In addition, a delivery made within the twenty-five (25) mile radius must have originated outside the fifty (50) mile radius. The road driver is not permitted to handle any freight at the pickup or delivery point. The Employer must provide, upon request of the Local Union documentation regarding any pick-up or delivery, in order to enforce compliance with this provision. Enroute is intended to mean that the road driver cannot go beyond the terminal.

Where runs are not bid, employees in accordance with their seniority shall be allowed to select their assignments in particular areas, but shall not be allowed to examine bills of lading or pick equipment.

## **ARTICLE 67. LUNCH PERIOD (Local Cartage Operations)**

All local employees shall be entitled to one (1) hour for lunch. However, past practice shall prevail unless mutually agreed upon between the Employer and Union. No employee shall go to lunch before he has worked four (4) hours nor after he has worked six (6) hours. No employee shall be paid for his lunch hour unless he is instructed to work through his lunch hour by his Employer. This period shall be five (5) hours to seven (7) hours for a ten (10) hour straight-time shift.

The Employer must provide and maintain adequate facilities for the employees at the terminal during lunch periods, including drinking fountains and rest rooms.

## **ARTICLE 68. PAID FOR TIME (Local Cartage Operations)**

### **Section 1. General**

All drivers shall be paid from the time they are told to report and do report for work until they return to their home terminal and punch

out, except when a driver is required to put up for the night outside his home terminal. In such case, he shall be given three dollars (\$3.00) for expenses, plus meals and room, and his time shall cease from the time he puts up, except in no case shall he be paid for less than his regular guaranteed hours per day, and shall begin again at his regular time the next day. This provision shall continue to apply should he be held out more than one (1) day, with the exception of Sunday when he shall check out on Saturday night and shall be paid traveling time and carfare to his home terminal. If he is ordered to remain with his vehicle over Sunday, the Sunday rate of pay shall apply.

## **Section 2. Call-In Time**

Employees called to work shall be allowed sufficient time, not to exceed one (1) hour, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. If an employee requires more than one (1) hour due to the distance he lives from the terminal, he shall be permitted sufficient time, not to exceed two (2) hours, to report; however, he shall not have any claim if a junior man starts between the first and second hour ahead of him. All employees shall have a set reporting time for duty and in the event of any change of starting time, the employee shall be given twenty-four (24) hours' notice prior to the beginning of his workweek. Any abuse of starting time shall be subject to the grievance procedure. The Union shall be notified in writing when an Employer changes starting time. If called and not put to work, regular employee shall be guaranteed eight (8) hours' work per day, except Saturday and Sunday, when he shall be guaranteed a minimum of four (4) hours' work. Extra employee when put to work shall be guaranteed a minimum of eight (8) hours' work. If all regular employees of a classification are requested to work on a Saturday and those reporting are put to work on Saturday, the Employer may hire extra employees at straight time hourly rate with a minimum of eight (8) hours and shall pay time and one-half (1 1/2) for hours worked in excess of the normal working day.

An employer shall not be obligated to offer earlier starts to employees with assigned starting times for that day. However, when an

employer forces an employee to report earlier than his assigned start, he shall be paid the first eight (8) hours at straight time and time and one-half (1 1/2), after that until the conclusion of his regular shift, provided he works the time involved. It is understood that the intent of the above provision is that the employer may not force an employee to report more than one (1) hour prior to his regular bid.

### **Section 3.**

The Employer shall, at least once each year, conduct an annual bid for regular employees. The bids shall list starting times and peddle run areas for city drivers, and further establish the specified number of road bids where applicable.

In Local Union areas where single seniority lists are maintained, regular employees, in accordance with their seniority, shall select a bid in a classification (city, dock, yard or road.)

Employees must remain in the classification selected at the annual bid until the next annual bid.

Employees who bid voluntarily from one classification to another during the bid year shall be placed at the bottom of the seniority list of that classification for the balance of the bid year, except in the event of layoff.

Should a layoff occur, the provisions of Article 42, Section 2, paragraph 1 shall apply.

### **Section 4. Layoff Notice**

In the event of a layoff of regular employee(s), the Employer must notify that employee(s) being laid off not later than the completion of their respective tour of duty on the last scheduled work day of the employee(s) scheduled work week or pay three (3) days pay. A copy of the layoff notice will be mailed to the Union office.

### **Section 5. Fines and Waiting Time**

In the event a driver is arrested with an overload, the Employer shall pay all fines plus all waiting time, except that waiting time will not

be paid when the driver knowingly of his own volition, and without knowledge of the Employer, overloaded the truck or changed the configuration of the equipment resulting in the overload.

## **Section 6. Emergencies**

The intent of this Section is to provide some relief to carriers whose local operations are curtailed by severe weather conditions. In this regard, the following general guidelines are established:

- (1) A snow or ice emergency may exist if severe weather conditions exist at a terminal proper; within the general geographical area served by a Local Cartage Terminal; or where highways normally used on road operations are impassable and it is not feasible to run alternate routes or where roads are blocked elsewhere so that the terminal is not receiving freight.
- (2) Conditions may vary from carrier to carrier, and a snow or ice emergency may exist for one or more carriers and not the others.
- (3) Where a snow or ice emergency exists, the carrier should work as many men as is feasible. Such work as is available should be given in line of seniority by classification on the employee's regular shift.
- (4) In the event of floods, earthquakes, power failures or Acts of God, that create an emergency in the local area, the above provisions apply.

In the event the above provisions are implemented, the guarantee shall be broken as follows: If the employee is not notified and reports for work, he shall receive the guarantee of eight (8) hours. If the employee is notified not to report he shall not receive any guarantee.

In the event there is a dispute as to whether or not the storm constituted an emergency or this provision was abused, it shall be resolved by reference to the Grievance Committee.

## **Section 7. Thruway Compound Operation**

When a road driver at the time of dispatch leaves the terminal, or at the completion of his trip, he may take a trailer or dolly to go to the

compound. At the completion of his trip he may do the same in reverse to the terminal.

When the city driver takes a trailer to the compound which is to be a rear, he will perform the placement of the dollies necessary. If at this time a combination is to be made up, the city man positions the dolly and trailers for hook-up.

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

Road drivers enroute at compounds may make and break their own combinations.

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

## **ARTICLE 69. HOLIDAYS (Local Cartage Operations)**

### **Section 1.**

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

idays fall, shall be paid at the rate of time and one-half (1 1/2) the hourly rate, etc. Holidays falling outside of the workweek on nine and ten (10) hours bids will be paid eight (8) hours.

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

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

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

There shall be three (3) additional holidays, known as Roving Holidays, each calendar year to be mutually agreed upon between the Employer and the individual employee. Any new employee who

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

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

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

## **Section 2.**

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

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

## **Section 3.**

All holidays for night workers shall be observed on the eve of the holiday; all Sunday work for night workers shall be observed on the eve of the Sunday. No Employer shall change the time of his shifts on the holiday, thereby avoiding the holiday provisions.

All regular night shifts starting after 6:00 p.m. on a holiday or Sunday shall be paid at the normal rate of pay. Any regular employee starting his shift on Friday may be worked to his regular quit time on Saturday. He may also be worked up to four (4) hours, at the time and one-half (1-1/2) rate, past his normal quit time on Saturday. Casual employees are not permitted to start after 10:00 p.m. on Friday and may only work eight (8) hours if his shift continues past midnight.

It is understood that this provision applies only to regular shift yardmen and switchers or their replacements. Any employee, other than the regular shift yardman and switcher, called in to do yard work or switching shall receive time and one-half (1 1/2) at his rate of pay, with a four (4) hour minimum. Any employee presently performing yard work or switching on a six (6) day bid shall continue to receive premium pay for Sunday work.

The Employer agrees that any yardman or switcher on a regular Sunday shift is to be used only for yard work or switching, except in those cases where it is present practice because of an agreement between any Employer and any Local Union, for those employees to do compound or other work. This present restriction on yard work or switching on Sundays may be changed upon mutual agreement between any Employer and any Local Union.

Clarification of "night work" is one who starts his shift at 10:00 p.m., or after, and shall observe the holiday on the eve of the holiday.

Where holiday is celebrated on Monday, employees who start their workweek after 6:00 p.m. on Sunday shall celebrate the holidays on Sunday night. Employees who start their workweek on or after 4:00 p.m. on Monday shall celebrate the holiday on Monday.

#### **Section 4.**

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non occupational injury, or occupational injury.

This does not apply to employees taking leave of absence for full time employment with the Union.

#### **Section 5.**

If any holiday falls within the thirty (30) day period following an employees' layoff due to lack of work, he shall be paid for that holiday. Such pay shall not be considered as hours worked for weekly overtime. Any regular employee who has been laid off more than thirty (30) days prior to the holiday but who has worked four (4) or

more days within thirty (30) days prior to the holiday shall receive holiday pay. An employee shall not be entitled to holiday pay if he was legitimately fired or quit prior to the holiday or was on a leave of absence as provided under Article 41.

## **ARTICLE 70. LEASED EQUIPMENT (Local Cartage Operations)**

### **Section 1.**

For the purpose of protecting the established driver's rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by the Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payments may be continued or placed in effect, provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

### **Section 2.**

In the event the Company leases equipment from individual owners, in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

### **Section 3.**

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.

### **Section 4.**

This Article applies only to city employees owning and operating their own equipment.

## **ARTICLE 71. WAGES (Local Cartage Operations)**

### **Section 1. Wage Schedules**

Attached hereto are schedules marked Appendix A, B, C, D and where applicable, E, which set forth hourly and weekly rates of pay and hours per week, and other provisions applicable to the Local Union covered, and which schedule is part of this Agreement as is fully set forth herein.

### **Section 2. Highest Rate Prevails**

Regular employees used in different classifications during any part of a day shall be paid for the day at the classification commanding the highest rate of pay for the work he performed that day. An employee, however, in a higher classification shall suffer no reduction in his regular rate by reason of such job shifts. Where previously agreed to or hereafter agreed to, employees may be required to perform multiple job classifications. Where permission is unreasonably denied, such denial shall be subject to the grievance procedure.

When a member of the Local is permanently transferred by the Employer from one class of work to another kind of work, the rate of pay for the new kind of work shall prevail.

### **Section 3. Work in Other Industries**

In the event the Employers under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Employer and the Local Union, and the rate of pay established by such other Local Union or agreement is higher than the rate of pay prevailing in this Agreement, the higher rate of pay shall prevail for such work actually performed.

### **Section 4. Injury (Local Cartage Operations)**

An employee who is injured on the job and is sent home or to a hospital, or one who must obtain medical attention, shall receive pay at

the applicable hourly rate for the balance of his regular shift on that day, provided he is unable to return to work as prescribed by the physician. An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time.

### **Section 5. Injury (Over-the-Road Operations)**

Any employee who has returned to his regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time. A driver who starts a trip, has an accident and is injured, shall be paid for the remainder of his trip or an eight (8) hour minimum, whichever is greater for that tour of duty.

## **ARTICLE 72. WORKDAY AND WORKWEEK (LOCAL CARTAGE OPERATIONS)**

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

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

The company may schedule one (1) employee Tuesday through Saturday to cover Saturday work at straight time. This employee

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

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

The standard guaranteed workweek for all regular employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours in any one (1) day. Except as otherwise specifically provided in this Agreement, all hours worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half (1 1/2) of the regular hourly rate. All hours worked in excess of forty (40) hours in any one (1) week shall be paid for at time and one-half (1 1/2) the regular hourly rate. (The greater of the two shall prevail.) Work performed on Saturday as such shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate. Posted starting times may be varied twice during the week, either Monday and Tuesday or Thursday and Friday. The variation can be no more than six (6) hours from his regular bid starting time.

Local cartage employees working beyond twenty-five (25) miles road radius from his home terminal shall be considered peddle drivers and shall receive overtime after nine (9) hours per day forty-five (45) hours per week with a maximum of four (4) bids without the approval of the affected employees. The bid peddle driver shall be able to make pickups and/or deliveries in the general direction on his way out to and/or in from his peddle area. In addition, the peddle driver may work the dock prior to his dispatch. These bid peddle drivers shall not be required to work in any other areas, however, if required to do so shall be paid time and one-half after eight (8) hours that day. Further, if required to work in areas other than their

bid peddle areas more than once in any week he shall be paid time and one-half for hours worked in excess of eight (8) hours for each day of that week with a forty five (45) hour guarantee. The employees working under the provisions of this paragraph, shall receive, nine (9) hours holiday pay for holidays falling during their work-week, if otherwise qualified. Effective on April 1, 1999 the Employers will be entitled to bid a maximum of five (5) bids without approval of the affected employees.

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

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

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

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

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

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

## **ARTICLE 73. BREAK BULK TERMINALS (Local Cartage Operations)**

### **Section 1.**

The following provisions shall be applicable to those employers who operate a seven (7) day breakbulk terminal and will provide for a common seniority list between the dock and yard. City drivers shall be maintained on a separate list. Those employers who currently maintain a different seniority application as of March 31, 1994, a one (1) time master bid shall be held. Thereafter, there shall be no requirement by the Company or the Union to permit transfers. It is understood that bid yard employees by name, based on the number of current yard bids, shall be red circled as of April 1, 1994. Those red circled will be the successful bidders on the one time master bid.

Employees who are in the dock classification as of March 31, 1994 will also be red circled as of that date. City drivers as well as laid off city drivers, at the time of the master bid may bid for a yard or city position. In the event a driver cannot hold either position he will remain in layoff on the city driver seniority list. All other provisions of the National Master Freight Agreement and the New York State Teamster Freight Division Local Supplemental Agreement shall apply to such operation except as specifically amended herein.

### **Section 2.**

(a) The top ninety percent (90%) of the employees in each dock classification shall be scheduled to a workweek consisting of five (5) consecutive days out of any seven (7) day period with fifty per-

cent (50%) of the bid employees for each week being scheduled to workweeks beginning either Monday and/or Tuesday. Those employees who are included in the ninety percent (90%) portion of the workforce will be guaranteed a forty (40) hour workweek and an eight (8) hour workday. For purposes of identifying such employees they shall hereinafter be referred to as ninety (90) percenters. The forty (40) hour guarantee shall not apply to the bottom ten percent (10%) of the regular employees in the dock classification with a minimum of one (1). For purposes of identifying such employees they shall hereinafter be referred to as ten (10) percenters. The guaranteed workday for ten (10) percenters shall be eight (8) hours when put to work.

(b) In the event of a layoff the determination of the ninety percent (90%) who receive the forty (40) hour guarantee will be as follows:

When the employer supplements his ninety percent (90%) work force eight (8) days in any two (2) consecutive weeks, he is to recall to the active seniority list an equal number of laid off employees before applying the ninety percent (90%) guarantee for the third (3rd) week. Determination of the daily number of supplements used will be based on a calendar day.

### **Section 3.**

Time and one-half (1 1/2) shall be paid to both ninety (90) percenters and ten (10) percenters for hours worked in excess of eight hours per day and forty (40) hours per week. Holidays which are outlined under Paragraph 1 of Article 69 that fall within an employee's workweek shall be computed as time worked for purposes of this section.

Where a breakbulk terminal is established, the Sunday provisions of Article 64, Section 4 does not apply.

### **Section 4.**

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

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

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

(a) Monday

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

(b) Tuesday

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

seven and one-half (7 1/2) hours off.

7. Laid-off city drivers
8. Casuals

(c) Wednesday

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

(d) Thursday

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

(e) Friday

1. Ten (10) per-centers.
2. Laid-off employees.

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

(f) Saturday

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

(g) Sunday

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

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

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

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

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

## **Section 5.**

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

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

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

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

## **Section 6.**

Bid yard employees shall be used only for yard, switching and compound work unless otherwise mutually agreed to. Extra city work shall be offered in the following order:

- (1) Laid off city drivers.
- (2) Preferential casuals in the City.
- (3) Qualified dock employees prior to their shift or at their shift starting time on that day. It is understood that once a dock employee is placed in the city he must remain there for that day.

Permanent city positions will be offered to qualified dock/yard employees. Those transferring to the city shall go to the bottom of the city driver seniority list and will exercise seniority as of the date they report to the city. They will maintain their company seniority for fringe benefits only. But under no circumstances can a dock man be placed ahead of a city casual who holds preferred status on the city seniority list. Employers shall provide driver training to interested employees on their own time. The Company will provide equipment, employees must provide the trainer.

## **Section 7.**

Any dispute as to what constitutes a breakbulk terminal shall be referred to the New York State Freight Negotiating Committee.

## **Section 8.**

Holidays shall be celebrated by road drivers domiciled at break-

bulks and dock/yard employees covered by this Article on the days they fall.

### **Section 9.**

Dock/yard employees shall receive two (2) fifteen (15) minute breaks and one(1) half-hour non-pay lunch period in an eight (8) hour shift, which includes wash-up time. Employees must report back and be ready for work at the termination of the break period and/or lunch period and shall clock in their own time card per the contract prior to continuing their work shifts.

The Employer may establish straight eight (8) hour shifts provided fifty-one percent (51%) of the affected employees vote in favor of implementation.

### **Section 10.**

The Employer and the Union agree, subject to the approval of the affected employees involved, that employees may be scheduled for

four (4) ten (10) hour days per week provided each affected employee has a minimum of two (2) consecutive days off. Time and one-half shall be paid for all hours worked over ten (10) in a work day. Employees bidding on four (4) ten (10) hour days shall receive ten (10) hours' holiday pay if otherwise qualified. Employees on four (4) ten (10) hour bid shall not have any claim for work on his day off. Employees on ten (10) hour days will be entitled to be called for overtime in line of seniority on his two (2) consecutive off days in accordance with the order of call.

**APPENDIX A (Local Unions Nos. 118, 264,  
317, 449, 529, 687 and 693)**

Drivers, Yardmen, Switchers, and Hostlers	
Effective	Per Hour
Ratification	\$22.7292
7/1/14	\$23.1838
7/1/15	\$23.6475
7/1/16	\$24.1205
7/1/17	\$24.7235
Checker	Per Hour
Ratification	\$22.6827
7/1/14	\$23.1364
7/1/15	\$23.5991
7/1/16	\$24.0711
7/1/17	\$24.6729
Dock Man	Per Hour
Ratification	\$22.6362
7/1/14	\$23.0889
7/1/15	\$23.5507
7/1/16	\$24.0217
7/1/17	\$24.6222

## APPENDIX B (Local No. 294)

### Drivers Yardman

Effective	Per Hour
Ratification	\$22.7292
7/1/14	\$23.1838
7/1/15	\$23.6475
7/1/16	\$24.1205
7/1/17	\$24.7235

### Helpers Dockman

Effective	Per Hour
Ratification	\$22.6362
7/1/14	\$23.0889
7/1/15	\$23.5507
7/1/16	\$24.0217
7/1/17	\$24.6222

## APPENDIX C

Effective the date of ratification, 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:

### 2. New Hire Wage Progression:

CDL Qualified Driver or Mechanics. Effective April 1, 2013 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:

- (a) Effective first (1st) day of employment - ninety percent (90%) of the top rate.
- (b) Effective first (1st) day of employment plus one year – one hundred percent (100%) of the top rate.

Non-CDL Qualified Employees. Effective the date of ratification all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression:

- (a) Effective first (1<sup>st</sup>) day of employment – seventy percent (70%) of top rate.
- (b) Effective first (1<sup>st</sup>) day of employment plus on year – seventy-five percent (75%) of top rate.
- (c) Effective first (1<sup>st</sup>) day of employment plus two years – eighty percent (80%) of top rate.
- (d) Effective first (1<sup>st</sup>) day of employment plus three years – ninety percent (90%) of top rate.
- (e) Effective first (1<sup>st</sup>) day of employment plus four years – one hundred percent (100%) of top rate.

**Section 2: Casual Employees - Hourly Paid**

CDL Casuals Receive 85% of the GWI

Combo Casual

Effective	Per Hour
Ratification	\$19.0027
7/1/2014	\$19.3891
7/1/2015	\$19.7832
7/1/2016	\$20.1852
7/1/2017	\$20.6978

Education and Training: CDL certification will pay \$300.00.

Cost-of-Living Adjustments(COLA) :

Annual COLA payable on July 1, 2014, July 1, 2015, July 1, 2016, and July 1, 2017, if the Consumer Price Index for Urban Wage Earners and Clerical Workers(CPI-W), U.S., All items, (1982-84=100) increases by more than 3.5% in relevant annual time periods. In no case shall the COLA increase be more than five (5) cents in any given year.

All dock casuals wage rates:

Effective	Hired After 4/1/08
Ratification	\$13.02 per hour

The dock casual rate shall remain \$13.02 per hour for the life of the contract.

## **APPENDIX D**

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

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

**NEGOTIATING COMMITTEES**

*For the Local Unions:*

TEAMSTERS NATIONAL FREIGHT  
INDUSTRY NEGOTIATING COMMITTEE

NEW YORK STATE TEAMSTERS FREIGHT DIVISION  
NEGOTIATING COMMITTEE

Kevin D. Hunter, Chairman

*For the Employers:*

ABF FREIGHT SYSTEMS, INC.

Tony Nations, Chairman

## **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 that 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 Union 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 to 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.

Tentatively Agreed to:

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

