

**ABF  
NATIONAL MASTER  
FREIGHT AGREEMENT  
AND  
PHILADELPHIA, PA  
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2018  
through June 30, 2023**



**2018-2023 ABF NMFA and Philadelphia, PA Supplement**

MASTER AGREEMENT WILL PRINT IN FRONT,  
FOLLOWED BY  
PHILADELPHIA, PA SUPPLEMENT

**ABF  
PHILADELPHIA, PA  
LOCAL CARTAGE AND  
OVER-THE-ROAD  
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2018  
through June 30, 2023**



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# **PHILADELPHIA, PENNSYLVANIA & VICINITY LOCAL CARTAGE AND OVER-THE-ROAD SUPPLEMENTAL AGREEMENT**

**For the Period:  
April 1, 2018 to June 30, 2023**

Agreement by and between ABF Freight System, Inc., as applicable (hereinafter “Employer”), and Highway Truck Drivers and Helpers, Local No. 107, Teamsters, Local No. 312, General Teamsters Local No. 326, Chauffeurs, Teamsters and Helpers Local No. 331, Truck Drivers, Chauffeurs and Helpers, Local No. 384, Local No. 500, and Truck Drivers and Helpers, Local No. 676 (hereinafter “Union”), all of whom are affiliated with both the Eastern Region of Teamsters and the International Brotherhood of Teamsters.

This Local Cartage and Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2018 through June 30, 2023, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

## **ARTICLE 40. SCOPE OF AGREEMENT**

### **Section 1. Operations Covered**

a) This Agreement shall cover all classifications of employees hereinafter referred to or subsequently covered who are employed by any member Employer (which includes any other Employer, whose employees are represented by a Union who may become a member of the Employer Association after the date of this Agreement and a copy of whose approved application for membership in the Employer Association shall be filed with the Union by the Employer Association) as well as any non-member of the Employer Association

which becomes a party to this Agreement, except that it shall not apply in the case of any such employees whose hours of work, wages and working conditions are governed by separate contracts between Union and the Employer Association, relating to particular branches of truck service, such as the moving of household goods.

(b) The executive of this Agreement on the part of the Employer shall cover all local operations of the Employer within, into and out of the area and territory described above.

(c) All operations and work covered herein shall be performed exclusively by employees covered by this Agreement (except as otherwise provided in this Agreement).

## **Section 2. Employees Covered**

(a) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, streets 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, switching, forklift, Teamster Rigger, and assembling or drag line and allied work.

It is understood, however, that the term employee shall be construed to mean those employees of the Employer, employed directly and indirectly by and/or under the control of the Employer, and who are represented by the Local Union or during the life of this Agreement may come to be represented by the Local Union.

(b) In the absence of a training program, employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) Teamster Rigger rates shall apply except where work is performed under AGC Agreement on job site construction. Rigging is in addition to cribbing, blocking, etc., and includes any specialized equipment other than a crane or a similar type of equipment making lift or hoist.

### **Section 3. Local Operations**

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

(b) At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any Local Cartage Agreement, which prohibits such pickup and delivery.

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

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

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

The Employer shall notify the Local Union involved if and when this becomes an established practice.

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

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

(g) Subcontracting

*Refer to Article 32 Subcontracting ABF NMFA*

## **ARTICLE 41. ABSENCE**

### **Section 1. Leave of Absence**

Any employee desiring a leave of absence from his employment without discrimination or loss of seniority rights and without pay shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a

maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

## **Section 2. Time Off for Union Activities**

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

## **Section 3.**

(a) Time off during any leave of absence shall be included in the total length of service for determining the number of weeks of vacation which an employee shall receive, but this time off shall not be counted as days worked for purposes of qualifying for a vacation or a holiday.

(b) The employee must make suitable arrangements for continuation of health and welfare and pension payments and life insurance payments, if any, in his absence before the leave or any extension thereof may be approved by either the Local Union or the Employer.

# **ARTICLE 42. SENIORITY**

## **Section 1.**

Seniority rights for employees shall prevail.

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

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

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

## **Section 2.**

(a) Seniority shall be terminated only by:

1. Discharge
2. Voluntary quit (Willful)
3. Three year layoff
4. Failure to respond to notice of recall as set forth herein.
5. Failure to attain or comply with leave of absence provisions as set forth herein.
6. Receipt of first check from the Pension Fund for normal or early retirement. This clause shall not apply to disability retirement.

7. When an employee in any job classification requiring driving has his/her operating privilege or license suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, a leave of absence not to exceed three (3) years shall be granted for such time as the employee's operating privilege or license has been suspended or revoked.

(b) Within thirty (30) days after signing this agreement, and at least annually thereafter the Employer shall post in a conspicuous place at the employee's home terminal, and shall mail to the Union, a list of the regular employees covered by this Agreement arranged according to their seniority. Protests to any employee's seniority date or position on such list must be made, in writing, to the Employer within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the Joint Grievance Procedure.

(c) Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence for the purpose of determining his place on the seniority list. However, upon being able to return to work, he shall immediately inform the Employer of his return date.

(d) In the event of recall, a laid-off employee shall be given ten (10) working days notice of recall mailed to his last known address by registered or certified mail or telegram with verification of delivery. The employee must notify the Employer within five (5) working days (excluding Saturday, Sunday or holidays) after receipt thereof as to whether or not he intends to report for work and must actually report for work within ten (10) working days after receipt thereof, 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.

(e) One steward shall be granted 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 duties as steward and permitted by applicable law.

(f) Any regular employee who has an established starting time and who is eligible for work by an Employer and/or having acquired seniority shall not work for any other Employer without prior approval of his own Employer, and if so found to be working, shall first be given a warning notice and shall be discharged for the second offense.

Employees who do not have an established starting time shall make themselves available to their Employer each day before accepting employment elsewhere. In each terminal the Union and the Employer shall establish procedures as to how and at what time each day non-starting time men shall be told if there is work available for them that day.

(g) Terminal seniority, as measured by length of service at such terminal, shall prevail, excepting in those instances where the Employer, the Unions involved, and the Joint Area Committee agree to the contrary.

(h) The Local Union and the Employer shall agree, subject to the approval of the Joint Area 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 employee shall lose all seniority rights upon leaving.

### **Section 3.**

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



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

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

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

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

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

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

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

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

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

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

#### **Section 4.**

(a) If a private carrier, which has delivered its freight and merchandise with its own truck and driver, then decides to lease or hire a truck and driver from an Employer covered by this Agreement,

such Employer shall take the driver formerly employed by the House Concern and assign him to the leased truck.

(b) The House Concern agrees that in doing so it will not take work presently performed by the collective bargaining unit and “divert” it to non-bargaining unit employees or to any other mode of operation, unless specifically provided for and permitted in this Agreement.

(c) A House Concern employee shall hold seniority with his subsequent Employer(s) on House Concern work only, and such employee shall have all the benefits that go with such seniority. House Concern drivers shall have no right to bump an employee of the subsequent Employer(s) nor may a House Concern employee be bumped by such other employee(s). Nothing contained herein shall affect the particular seniority status of any employee mutually agreed to by the Union and a particular Employer prior to the effective date of this Agreement.

(d) New work acquired by the House Concern shall be bound by the terms and conditions of this Agreement and shall be offered to the House Concern employees.

(e) The House Concern Employer shall not transfer bargaining unit work without maintaining the hourly rate of pay and equivalent fringe benefits.

(f) Prior to the transfer of House Concern work, the House Concern Employer, the Employer taking on the House Concern work, and the Union shall enter into a written agreement which shall be presented to the Joint Area Grievance Committee for approval.

## **Section 5.**

In accordance with Article 8, Section 6(g), the parties agree that in the event of an approved change of operations, employees who bid on the initial move but are not successful because of seniority shall be afforded additional opportunity to transfer in the event additional regular work opportunity develops within six (6) months of the approved change of operations.

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

### **Section 1. Protection of Conditions**

(a) The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, general working conditions and bonuses shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

(b) Oral testimony by an employee claiming a past practice not accompanied by substantiating proof or records existing at the time of the alleged past practice shall not be considered as presumptive proof that such past practice existed.

## **ARTICLE 44. GRIEVANCE MACHINERY**

*Refer to ABF NMFA Articles 7 & 8*

### **Section 1.**

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

### **Section 2.**

(a) Disputes and grievances may first be taken up by the steward, and settled in accordance with this Agreement and if no settlement is reached, then taken up between the business agent of the Local Union involved and the Employer representative.

(b) 1. All grievances must be made known to the other party, in writing, within fifteen (15) working days after the reason for such grievance has occurred or within fifteen (15) working days after the driver has returned to his home terminal. Provided, however, that those grievances alleging that the Employer did not pay the proper contractual rate of pay or the employee was not paid for the proper

amount of hours which he actually worked may be filed within fifteen (15) working days of the date on which the employee became aware of the cause of such grievance.

2. The time limitation of ten (10) working days is applicable to an Employer taking disciplinary action against an employee except in cases of dishonesty or involving the investigation of an accident. In those instances, the Employer may take appropriate action within ten (10) working days from the date on which the Employer first became aware of the employee's involvement in an alleged dishonesty or accident. Failure of the Employer to complete or mutually extend in writing by the employee, with a copy to the Local Union, any investigation within forty-five (45) calendar days from the date of letter of investigation shall forfeit the Employers' right to discipline.

3. With respect to grievances filed under this Article, other than discharges, the parties agree that within ten (10) working days of such written notice by the Union to the Employer, the grievance must either be resolved or a Pre-Hearing Information Form filed with the Co-Secretaries of the ABF Philadelphia Joint Area Committee. Filing with the Co-Secretaries means receipt by both Co-Secretaries of the forms within the ten (10) day period.

4. Appeals from discharge must be made to the ABF Philadelphia Joint Area Committee by filing the Pre-Hearing Information Form within ten (10) working days from the date of discharge. The Pre-Hearing Information Forms must be received by both Co-Secretaries within such ten (10) day period.

5. An employee's right to appeal a warning letter or reprimand will be protected if, within ten (10) working days of such letter, a written protest is made to the Employer by the Union. Appeals from warning letters will not be heard by the ABF Philadelphia Joint Area Committee until the grievant has been given disciplinary time off or has been discharged.

### **Section 3. ABF Philadelphia Joint Area Committee**

(a) The Employer and/or the Employer Association and the Union shall together create a permanent ABF Philadelphia Joint

Area Committee, which shall consist of an equal number of representatives appointed by the Employer or the Employer Association, and by the Unions (Locals 107, 312, 326, 384, and 676) or a panel thereof. This ABF Philadelphia Joint Area Committee shall meet at established times and at a mutually convenient location. The ABF Philadelphia Joint Area Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

(b) The requirements of this Article 44 and of Article 45, Section 3, that a hearing be held by the ABF Philadelphia Joint Area Committee within ten (10) working days from receipt of written notice of appeal from discharge may be extended by mutual agreement of the Union Co-Secretary and the Employer Co-Secretary of the Joint Area Committee.

(c) Failure of the Co-Secretaries to schedule a ABF Philadelphia Joint Area Committee hearing within ten (10) working days from receipt of the pre-hearing information form shall not affect the timeliness of the grievance and shall not be defense of the Employer or the Union to prevent the holding of such hearing.

(d) Where the ABF Philadelphia Joint Area Committee is unable to agree or come to a decision on a case, it shall be appealed to the ABF Eastern Region Joint Area Committee at the next regularly constituted session.

(e) Any discharge of an employee that is not resolved at the ABF Philadelphia Joint Area Committee will be submitted to the ABF Eastern Region Joint Area Committee.

(f) In the event of a violation of this Agreement by the Employer, such violation and settlement shall be upon the Employer alone.

#### **Section 4. ABF Eastern Region Joint Area Committee**

(a) 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 a mutually convenient location.

(b) Deadlocked discharge and suspension cases at the ABF Eastern Region Joint Area Committee will be referred to the ABF Philadelphia Joint Area Committee for arbitration.

(c) Deadlocked cases other than discharge and suspension at the ABF Eastern Region Joint Area Committee will be referred to the ABF Eastern Region Joint Area Review Committee.

## **Section 5.**

(a) Where any Committee established under this Article, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

(b) Where any Committee established under this Article fails to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of Section 1 of this Article.

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

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

(e) All Committees established under this Article may act through subcommittees duly appointed by such Committee.

(f) Meetings of all Committees above-referred-to must be attended by members of such Committee or their alternates, but failure to so attend shall not invalidate the action of any duly constituted panel.

(g) The Local Union business agents or their representatives, ABF Joint Area Committee and the ABF Eastern Region Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

(h) Where “days” are referred to in this Article, “working days” are meant, not “calendar days.”

## **Section 6.**

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union’s authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members.

## **Section 7.**

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be promptly referred to the ABF National Grievance Committee in accordance with such Article 8.



## **ARTICLE 45. DISCHARGE OR SUSPENSION**

### **Section 1.**

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

A representative of the Local Union must be in personal contact with the Employer within twenty-four (24) hours after the Employer has sent notice by telegram, mailgram, or fax to the Local Union of its intent to discharge or suspend the employee.

If there is no response by a Local Union representative within the twenty-four (24) hour period, the Employer may take appropriate action subject to appeal through the grievance procedure.

### **Section 2.**

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

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

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

In respect to discharge or suspension, the Employer shall give at least one (1) written warning notice of such complaint against such employee to the employee and a copy of same to the Local Union

except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is:

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

### **Section 3.**

(a) The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of such warning notice. This nine (9) month disciplinary action period shall include only days worked if during the nine (9) month period the employee received workmen's compensation.

(b) An employee may request an investigation as to his discharge, suspension or warning notice. Should such investigation prove that an injustice has been done an employee, he shall be reinstated as provided for in this Agreement. The Joint Area Committee and the impartial arbitrator shall have the authority to order full, partial or no compensation for lost time. Appeal from discharge must be taken within ten (10) working days of such discharge by written notice to the Employer and the Joint Area Committee. A hearing must be held within ten (10) working days from the receipt of such written notice of appeal by the Joint Area Committee. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal.

(c) If no decision has been rendered on the appeal within ten (10) working days, as provided above, the case shall then be taken up as provided for in Article 44, Section 3 of this Agreement.

#### **Section 4.**

If an employee is discharged or suspended as provided for in this Article, pending final disposition of said discharge or suspension, the Employer shall continue to make the required contribution for health and welfare, pension and life insurance, if any.

#### **Section 5.**

The following Rules and Regulations and the penalties to be charged for violation of same are placed into effect. They were approved by the Philadelphia Supplemental Negotiating Committee so that all employees of each Employer which is a member of Transport Employers Association may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these Rules and Regulations shall abrogate the employee's right through the Local Union to challenge a penalty through the regular grievance machinery. Rules and Regulations herein contained shall not supersede any rules or regulations of the labor contract itself. The Employer may, with the consent of the Philadel-

phia Supplemental Negotiating Committee, revise the Rules and Regulations listed below.

(a) Accidents:

(1) Major chargeable accident (after full investigation):

Subject to discharge.

(2) Minor chargeable accident:

First offense — reprimand

Second offense — one (1) day suspension

Third offense — three (3) day suspension

Subsequent offenses — subject to discharge

(3) Failure to report all accidents, spillage, or property damage promptly, and personal injury or major accidents immediately:

First offense — one (1) week suspension

Subsequent offenses — subject to discharge.

(b) Equipment:

(1) Failure to report mechanically defective condition of equipment:

First offense — reprimand

Subsequent offenses — three (3) day suspension.

(2) Unauthorized use of motor vehicles:

Subject to suspension or discharge

(3) Failure to report breakdowns promptly:

First offense — reprimand

Second offense — three (3) day suspension

(4) Failure to take necessary safety precautions to protect load and/or equipment at all times, including safety lights, parking, etc.:

First offense — reprimand

Second offense — reprimand  
Third offense — three (3) day suspension  
Subsequent offenses — subject to discharge.

(5) Failure to keep equipment in good appearance inside where charged to do so:

First offense — reprimand  
Second offenses — three (3) day suspension  
Subsequent offenses — subject to discharge

(6) Tampering with tachograph, service recorders and/or governors:

Subject to discharge

(7) Willful damage to equipment:

Subject to discharge

(8) Careless operating of equipment resulting in damage to equipment:

Subject to discipline or discharge

(9) Failure to take necessary precautions to protect load from inclement weather:

First offense — one (1) day suspension  
Second offense — three (3) day suspension  
Third offense — subject to discharge

(10) Failure to inspect equipment in accordance with procedures set forth by the Employer:

First offense — one (1) day suspension  
Second offense — three (3) day suspension  
Subsequent offenses — subject to discharge

(11) Failure to operate radio in accordance with directions set forth by Employer:

First offense — reprimand

Second offense — one (1) day suspension  
Third offense — three (3) day suspension  
Subsequent offenses — subject to discharge

(c) Conduct:

(1) Use or possession of drugs or alcoholic beverage while on duty:

Subject to discharge

(2) Drinking prior to reporting for duty so that employee's condition is such that it may affect the proper performance of his duties:

First offense — one (1) day suspension

Second offense — three (3) day suspension

Third offense — subject to discharge

(3) Unprovoked assault of the Employer's customer or the customer's representative while on duty or while on Employer's premises:

Subject to discharge

(4) Discourtesy to customers:

First offense — reprimand

Second offense — three (3) day suspension

Third offense — subject to discharge

(5) Failure to turn in collections at first opportunity to person designated to receive same:

First offense — three (3) day suspension

Subsequent offenses — subject to discharge

(6) Shortage in collections:

First offense — reprimand

Second offense — one (1) week suspension

Third offense — subject to discharge

(7) Flagrant disobeying of orders:

First offense — reprimand

Second offense — subject to discharge

(8) Conviction for reckless driving while on duty (except when an accident is involved and other clauses govern):

First offense — reprimand

Second offense — three (3) day suspension

Third offense — subject to discharge

(9) Failure to report arrests while on duty as soon as possible:

First offense — reprimand

Second offense — three (3) day suspension

Subsequent offenses — subject to discharge

(10) Inaccurate counting or careless loading and/or unloading:

First offense — reprimand

Second offense — one (1) day suspension

Third offense — three (3) day suspension

Subsequent offenses — subject to discharge

(11) Abuse of time (hanging out or bumming):

First offense — reprimand

Subsequent offenses — subject to discharge

(12) Failure to comply with D.O.T. Safety Regulations:

First offense—written warning

Subsequent offenses—three (3) day suspension

In aggravated cases — subject to discharge

(13) Sabotage or creating fire or safety hazards:

Subject to discharge

(14) Creating Health Hazards:

First offense — reprimand

Subsequent offenses — subject to discharge

(d) Reports:

(1) Failure to make out reports and trip sheets properly:

First offense — reprimand

Subsequent offenses — three (3) day suspension

(2) Failure to register in and out of established check stations:

First offense — reprimand

Subsequent offenses — three (3) day suspension

(3) Failure to report to dispatchers at specified time when required to do so while on duty:

First offense — reprimand

Subsequent offenses — three (3) day suspension

In aggravated cases — subject to discharge

(4) Punching a time card other than your own or having another employee punch in your time card:

Subject to discharge

(e) ) Driving Schedules:

(1) Failure to complete run or make pickups and/or deliveries at scheduled time without satisfactory explanation:

First offense — reprimand

Second offense — reprimand

Third offense — three (3) day suspension

Fourth offense — five (5) day suspension

Subsequent offenses — subject to discharge

(2) Unnecessary delaying of load or equipment:

First offense — reprimand

Second offense — three (3) day suspension

Third offense — one (1) week suspension

In aggravated cases — subject to discharge



(3) Failure to follow routings as designated or instructed:

First offense — reprimand

Second offense — reprimand

Subsequent offenses — three (3) day suspension

(4) Taking meal period at times other than as specified by the Employer:

First offense — reprimand

Second offense — three (3) day suspension

Subsequent offenses — subject to discharge

(f) Attendance:

(1) Absent for five (5) successive working days without notification: Voluntary quit

(2) Failure to notify Employer at least one hour before regular show-up time when unable to report for duty:

First offense — reprimand

Second offense — one (1) day suspension

Third offense — one (1) day suspension

Subsequent offenses — subject to discharge

(3) Reporting late for work (truck will be held for twenty (20) minutes if driver calls in before starting time):

First offense — reprimand

Second offense — reprimand

Third offense — one (1) day suspension

Fourth offense — three (3) day suspension

Subsequent offenses — subject to discharge

(4) Excessive absenteeism shall be subject to verbal warning in meeting with Employer, steward and employee. If employee fails to correct his attendance record, he shall be subject to appropriate warning and disciplinary action, including possible dismissal.

(5) When employee has been absent from work, he must advise Employer of his return to work in accordance with the Employer's practice or rule mutually agreed to; otherwise, employee will not be permitted to work that day.

(g) Miscellaneous:

(1) Penalty for three minor offenses within a sixty (60) day period (see Note 1): Three (3) day suspension

(2) Penalty for three major offenses (see Note 2): Subject to discharge

Minor offenses against any employee's record that are over nine (9) months old shall be forgiven and the employee's record wiped clean. This nine (9) month period for both minor and major offenses shall include only days worked if during this nine (9) month period the employee received worker's compensation.

A major offense against any employee's record that is over nine (9) months old shall be forgiven and the employee's record wiped clean. This nine (9) month period for both minor and major offenses shall include only days worked if during this nine (9) month period the employee received worker's compensation.

Note 1: A minor offense is defined as one for which the penalty is a reprimand.

Note 2: A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the Local Union must be given for infractions of any Rules and Regulations.

An employee shall not receive warning letters for violation of more than one rule as the result of any single incident or infraction.

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

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

## **Section 6.**

Any employee discharged away from his home terminal shall be provided transportation to his home terminal at the Employer's expense. If such transportation is on Employer equipment, the discharged employee must be furnished adequate seating, properly secured.

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

## **Section 1. Examinations**

(a) Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for such examinations. Applicants for employment and casuals shall be reimbursed for costs of physical examination ordered by an Employer, upon being employed and/or working for such Employer. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees for time spent at the place of examination in excess of ninety (90) minutes. Abuse of the time limitation and/or the scheduling of appointments shall be subject to the grievance procedure. Examinations are to be taken at the employee's home domicile and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year or has a recent pattern of leaving work or failing to report for work due to illness, or unless mutually agreed to by the Union and the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer, for all time involved.

(b) 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 Union's expense.

(2) If the two (2) physicians disagree as to the employee's physical or mental condition, such two (2) physicians shall mutually select a third (3rd) impartial physician within seven (7) days, whose opinion shall be final and binding on the Company, the Union and the employee. Such third (3rd) impartial physician shall be required to physically examine the employee and all of the employee's previous relevant medical records and history, including the findings of the first two (2) physicians, and based upon such examination, to give his opinion as to whether or not the employee is physically or mentally capable of performing work. Neither the Company, the Union, nor the employee will attempt to circumvent the decision. Dispute concerning back pay shall be subject to the grievance procedure. The expense of the third (3rd) physician shall be equally divided between the Employer and the Union.

## **Section 2. Doctor's Certificate**

(a) An employee who misses work as a result of an injury must present a doctor's certificate to his Employer, if requested, prior to his scheduled starting time on the day upon which he returns to work, certifying that the employee is physically capable of performing his normal duties.

(b) An employee who misses three (3) consecutive workdays as a result of sickness must present a doctor's certificate to his Employer, if requested, prior to his scheduled starting time upon the day on which he returns to work, certifying that the employee was in fact unable to work due to sickness and that he is presently physically capable of performing his normal duties.

## **Section 3. Identification**

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

## **Section 4. Polygraph**

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

# **ARTICLE 47. MEAL PERIOD**

## **Section 1.**

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. Except by mutual agreement the meal period must be started and completed during the fourth and fifth hours after an employee starts his tour of duty. For example: an employee who begins work at 8:00 a.m. shall not be required to begin his meal period before 12:00 noon. He may not be required to take any part of his meal period after 2:00 p.m.

Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

## **Section 2.**

The Employer may direct any employee to work all or part of his lunch period, in which event the employee shall receive twenty (20) minutes to eat on the Employer's time and the employee may not be dismissed early but must be worked to the employee's regular quitting time, producing a minimum of overtime pay equal to the employee's assigned meal period.

## **Section 3.**

Employer may establish the practice of requiring employees to work eight (8) hours and forty (40) minutes each day with a twenty (20) minute paid lunch period providing a minimum of one (1) hour of overtime pay.

## **Section 4.**

No employee shall use the Employer's equipment to drive home to lunch without the express approval of the Employer.

## **Section 5.**

Employees shall be permitted two (2) ten (10) minute breaks during their eight (8) or ten (10) hours based on classification tour of duty.

# **ARTICLE 48. SAFETY VIOLATIONS**

## **Section 1. Safety Violations**

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

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

## **Section 2. Winter Safety Equipment**

The Employer shall install heaters and defrosters on all trucks and tractors, and shall keep heaters, defrosters and all safety equipment in working order as required by law.

# **ARTICLE 49. PAY PERIOD**

## **Section 1.**

All employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Where less than one (1) week's pay is now held, Employer may not increase amount held until change has been discussed with the Union.

## **Section 2.**

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

## **Section 3.**

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

*For additional information refer to Article 17 Pay Period ABF National Agreement*

# **ARTICLE 50. PAID-FOR TIME**

## **Section 1. General**

(a) All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State or City regulations, which occur through no fault of the driver, shall be paid for. Such payment for driver's time when not driving shall be in accordance with Article 51, Section 1.

(b) A daily time record shall be maintained by the Employer at his place of business. All Employers who employ five (5) or more people shall have time clocks unless otherwise mutually agreed to.

## **Section 2. Funeral Leave**

(a) In case of death of an employee's spouse, mother, father, sister, brother, or child, such employee shall be allowed not less than two (2) nor more than four (4) days off with pay for attending or making a bona fide effort to attend the funeral. The employee shall be paid for such days off unless the employee is on vacation,

leave of absence, bona fide layoff, or while unable to work because of illness or injury. Pay for such days off shall be for eight (8) or ten (10) hours based on classification for each day at the straight time hourly rate. However, compensation for such days shall not exceed actual earnings lost. If the funeral services are 350 miles or more away from the employee's residence, the day after the funeral services will be considered as a day of the four (4) day eligibility.

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

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

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

### **Section 3. Injury on the Job**

(a) Any employee sustaining injuries which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the offices of Employer's designated physicians for the purpose of obtaining further treatment during working hours, shall suffer no loss of wages because of such visit.

(b) Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him from performing all work available to him at Employer's terminal shall sustain no loss of pay for the balance of the day on which he was injured. Ability to perform work shall be determined by doctor's or hospital report.



## **Section 4. Sick Leave**

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

## **ARTICLE 51. LOCAL AREA OPERATIONS**

### **Section 1.**

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

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

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

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

City drivers, forklift operators, riggers and checkers shall all be one rate of pay. Compensation shall be at the straight-time hourly rate of:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$25.0638	\$25.4138	\$25.8138	\$26.2638	\$26.7638

Utility Employee straight-time hourly Rate:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$26.0638	\$26.4138	\$26.8138	\$27.2638	\$27.7638

(2) Entry Rates (New Hires)

Effective November 3, 2013, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

Effective first (1st) day of employment—90% of the current rate:

Effective first (1st) day of employment plus one year—100% of current rate:

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

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

(3) Casual Employees:

Casual employees shall be compensated at the straight-time hourly rate of:

A. Combination:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$20.9507	\$21.2482	\$21.5882	\$21.9707	\$22.3957

B. Dock Casual:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$16.25	\$16.50	\$16.75	\$17.00	\$17.25

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

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

City drivers returning to the terminal that have worked ten (10) or more hours shall not be forced on the dock or back out unless there is no one qualified or left to perform the work.

(c) There shall be no "split shifts."

## **Section 2. Saturday Work**

(a) Employees assigned to work on Saturday shall be guaranteed eight (8) hours of work or pay and shall be paid at one and one-half (1-1/2) times the hourly rate as set forth herein except as noted below.

(b) The Employer may bid up to two (2) Tuesday through Saturday workweeks and replace or supplement the bids using the following order of call:

(1) Any employee not yet offered a forty (40) hour work opportunity on a voluntary basis.

(2) Employees in seniority order at one and one-half times the hourly rate.

(c) Employees who are assigned to work their regular shift on a Saturday evening and whose work ends on Sunday shall work the hours necessary to complete that day's work at the Saturday rate. All hours worked in excess of eight (8) hours will be at the Sunday rate.

(d) An employee assigned to work six (6) consecutive tours of duty in a workweek shall be compensated at time and one-half the rate set forth for the particular classification of the employee in question for the sixth day worked in the workweek.

An employee working four (4) ten (10) hour days shall be compensated at the time and one-half rate set forth for the particular classification of the employee in question for the fifth days worked in the workweek. The sixth (6th) day worked shall be paid at the double time rate.

### **Section 3. Sunday Work**

(a) All hours worked on Sunday shall be paid for at the rate of double straight time with a minimum guarantee of eight (8) hours work or pay, except as provided below.

(b) All hours worked on Sunday before 8:00 p.m., shall be paid at the rate of double straight time and all hours worked after 8:00 p.m. on Sunday shall be paid at the straight time hourly rate. If such employee works in excess of eight (8) hours, he shall be paid one and one-half (1-1/2) times the hourly rate for such hours in excess of eight (8).

(c) An employee assigned to work seven (7) consecutive tours of duty in a workweek shall be compensated at double the rate set forth for the particular classification of the employee in question for the seventh day worked in the workweek.

### **Section 4.**

(a) Local work shall be defined as picking up and delivering of merchandise by regular units. Such drivers may also take out straight loads and unload such unit, reload the same unit and bring it back to the terminal.

(b) The Union agrees that the Employer may leave a trailer or trailers at the place of business of a shipper or consignee without such trailer(s) being covered by a local employee on any day the Employer has offered work opportunity to eighty-five percent (85%) of those employees who are available for work and who were on the Company's seniority list as of April 1, 1979.

Nothing contained in this Article shall limit the Employer's right to drop a trailer or trailers at a shipper or consignee without coverage.

(c) When an Employer spots a body during the day time at the place of business of a shipper or consignee, driver or helper shall cover for the balance of the day, or fraction thereof, while the body is being loaded or unloaded. When more than one (1) body is spotted, one (1) man may cover, provided, however, that this Section shall not prohibit spotting of bodies without a man where established by past practice or mutually agreed upon in the future.

(d) Union agrees at the request of the Employer to give careful and sympathetic consideration in any specific case where an Employer can demonstrate that requiring a man to cover on spotting will mean that the shipper will go to rail, his own equipment or a competitive carrier. Any disagreement regarding this matter must be submitted to grievance by the Employer. The Employer cannot violate this paragraph (d), thus forcing the Union to submit a grievance.

A grievance submitted by an Employer, under this provision, shall be docketed for hearing at the next regularly scheduled meeting of the Joint Area Committee with no postponement permitted.

## **Section 5.**

There shall be no restrictions on dropping and hooking by road employees of their own equipment at any location.

## **Section 6.**

(a) It shall not be a violation of this Agreement for city drivers to help load or unload each other's equipment where they are delivering to the same customer or destination.

(b) It shall be a violation of this Agreement for a Company to require road driver, other than the individual driver of a unit, to assist in loading or unloading at point of origin and destination, unless by agreed to past practice.

## **Section 7. Protective Clothing**

Terminal yardmen and hostlers shall be provided with rain gear.

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

**Section 8.**

The Employer shall not require any employee to move “twins” in violation of any federal or state law.

**Section 9.**

When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower rated work performed. However, road chauffeurs shall not be required to do city work, and city chauffeurs shall not be required to do road work provided, however, that if the Union does not, upon request, of Employer, supply competent and experienced help in any classification. Employer may interchange help so that work in such classification may be done by employees in any other classification willing to perform such work.

**Section 10.**

A combination driver operation shall not be put into effect for the purpose of avoiding or defeating the provisions of either the City or Over-the-Road Agreements. A combination driver shall be defined to be an operation on which an Employer can only by reason of necessity use a driver on combined duties.

Past practices, where previously mutually agreed to, shall prevail.

**ARTICLE 52. BREAKBULK AGREEMENT**

**Section 1.**

(a) For the purpose of this Agreement, a break-bulk operation is defined as a major terminal facility employing dock employees and yardmen/jockeys to handle freight for another system location(s) basically operating six or more days a week (this may not apply

when an established holiday falls in the scheduled workweek), shift schedules being contingent upon the flow of freight.

(b) The workweek provided for herein shall be applicable only to bargaining unit employees working in the platform and yardman/jockey classifications.

(c) The schedules for new regular employee(s) may be any five (5) consecutive eight (8) hour days.

(d) Employers shall list, by name, present employees working Monday through Friday and shall "red circle" such named employees. If any of the named employees chooses to bid off the Monday-through-Friday workweek and/or if any such employee leaves the employment of the Employer, such employee's name shall be removed from the "red circle" list.

## **Section 2.**

(a) Employer shall post for bid eighty percent (80%) of all regular jobs, which shall have a forty (40) hour guarantee. The Employer has no further obligation to an employee after he has worked forty (40) straight-time hours.

(b) Bid jobs may be posted starting any day of the week for five (5) consecutive days.

(c) The Employer shall establish a uniform workweek (within a seven (7) day period) for all non-bid work.

(d) The Employer shall have no obligation to offer any work under the Local Supplement once the employee has worked forty (40) straight-time hours in a workweek.

## **Section 3.**

(a) Any employee on the seniority list who for any reason other than suspension has not had the opportunity for forty (40) straight-time hours during the workweek will, when work is available, be

given the option of working his days off at straight time to complete his workweek, prior to the use of casuals.

(b) In the event an employee should suffer revocation of his driving privileges, the Employer will allow the employee dock work, holding seniority over casuals only. The employee will be reinstated to his seniority position at the time of revocation upon providing the Employer with proper documentation that his license has been restored.

#### **Section 4.**

(a) In all instances, the disposition of questions and/or grievances involving the application of this Article shall be presented to the Philadelphia Negotiating Committee for resolution.

(b) All other terms and conditions not provided for in this Agreement shall be covered by the National Master Freight Agreement and the Philadelphia, Pennsylvania & Vicinity Local Cartage and Over-the-Road Supplemental Agreement (“Local Supplement”).

## **ARTICLE 53. VACATIONS**

#### **Section 1.**

Every regular employee who has been continuously in the employ of an Employer shall if he meets the other qualifications set forth herein, receive paid vacation as set forth below. The qualifying year for vacation shall be measured from an employee’s anniversary date.

Years of Continuous	Weeks of Service Vacation
1	1
2	2
8	3
15	4
20	5
30	6



## Section 2.

(a) To qualify for a vacation an employee in addition to having been continuously employed by the Employer for the specified number of years must not have been absent from work during his anniversary year for more than fifty (50) days on which he was afforded the opportunity to work by the Employer provided that absence caused by legitimate illness, or an accident, shall not be counted.

(b) By “continuously” is meant the following: If an employee loses less than six (6) calendar months or less than one hundred thirty (130) working days because of proven illness, accident or layoff during his anniversary year, he shall be entitled to his full vacation with pay. If an employee loses six (6) or more calendar months or one hundred thirty (130) or more working days because of proven illness, accident or layoff during his anniversary year, he shall be entitled to a pro rata share of his vacation. Upon permanent layoff, death or retirement, an employee on the seniority list with one or more years of service, shall be entitled to vacation pay on a pro rata basis. Such pro rata vacation shall be computed as follows:

The total number of days worked (including days for which he was paid holidays or the previous year’s vacation) shall be divided by 130. The resulting figure, when multiplied by the vacation amount he would have been entitled to if not off, is the pro rated vacation due. Example: If an employee normally entitled to \$734.85 as a week’s vacation pay worked only 112 days, his vacation is as follows:

112 (days worked)

130 (total possible days) = .86 (factor)

$\$734.85 \times .86 = \$631.97$  (pro rata vacation due)

(c) If an employee is discharged or quits and has been on the seniority list one (1) or more years, he shall be entitled to vacation on a pro rata basis to be computed as follows:

The total number of days worked (including days for which he was paid holidays or previous year’s vacation) shall be divided by 260. The resulting figure when multiplied by vacation amount he would have been entitled to if he had not quit or been discharged, is the pro rata

vacation due. Example: If an employee normally entitled to \$734.85 as a week's vacation pay worked 112 days, his vacation is as follows:

112 (days worked)

260 (total possible days) = .43 (factor)

\$734.85 x .43 = \$315.99 (pro rata vacation due)

### **Section 3.**

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

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

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

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

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

#### **Section 4.**

(a) Vacation pay shall be paid the eligible employee before he starts his vacation.

(b) Employees shall be paid forty-five (45) straight time hours for each week of vacation for which they qualify.

(c) A returning serviceman entitled to the benefits of the Universal Military Training and Service Act, as amended, and the Reserve Forces Act of 1955, as amended, who would have had an opportunity to qualify for vacation had he not been in the military service during a portion of his anniversary year shall receive a vacation as set forth below.

An employee who enters military service shall be paid pro rata vacation for the period from his anniversary date to his last date of employment before entering military service. An employee who returns from military service shall, at his anniversary date, qualify for pro rata vacation for the period between the date he returned to work after military service to his anniversary date. Such pro rata vacations shall be computed as set forth in Section 2(b) of this Article.

#### **Section 5.**

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

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

## **Section 6.**

a. Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation anniversary date that begins on or after April 1, 2018. The new vacation eligibility schedule shall be the vacation eligibility schedule in the applicable 2008 to 2013 supplemental agreements.

b. Vacation for vacation anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior eligibility schedule and will be subject to the terms of that bargaining agreement and will not be affected. No employee shall be subject to the loss of more than 1 week of vacation per vacation anniversary year earned from April 1, 2013 to March 31, 2018.

## **ARTICLE 54. HOLIDAYS**

### **Section 1.**

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

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

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

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

(30) employees on the seniority list, and a minimum of two (2) employees for terminals thirty (30) or more employees on the seniority list.

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

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

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

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

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

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

## **Section 2.**

(a) All employees ordered to work on any of the above listed holidays shall be paid a minimum of eight (8) hours' pay at double the regular straight hourly rate.

Any regular employee who qualifies for holiday pay shall also receive such holiday pay.

Any employee who works more than eight (8) hours on one (1) of the above-named holidays, including holidays on Saturdays shall be paid for such hours worked in excess of eight (8) at three (3) times the regular straight time hourly rate.

(b) Employees who are assigned to work their regular shift on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day's work at the regular rate. All hours worked in excess of eight (8) hours will be at the holiday rate of double the straight time rate.

(c) Any employee may be assigned to work on a holiday evening at 8:00 p.m. with the first two (2) hours at double the straight time rate or at 10:00 p.m. with the first hour at double the straight time rate. Time thereafter will be at the straight time rate for the balance of the employee's eight (8) hours.

(d) Starting time and shifts shall not be changed to circumvent application of the above provisions relating to holiday pay.

(e) If a holiday falls on Sunday it shall be celebrated on Monday. Monday shall be considered as the holiday. In any week in which a holiday falls, overtime shall commence after eight (8) or ten (10) hours daily and thirty-two (32) or thirty (30) hours weekly based on classification except if the holiday is worked or falls on Saturday.

(f) When a holiday is celebrated on Monday and the employee received holiday pay for Sunday night shift, an employee who is assigned to his regular shift on Monday evening, shall be paid the same as if he was commencing work at his regular time on Sunday, as provided in Article 51, Section 3(b).

### **Section 3.**

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

### **Section 4.**

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.

### **Section 5.**

In order to qualify for eight (8) or ten (10) hours of straight time based on classification for holiday not worked, it is provided that regular employees must work the regularly scheduled workday which precedes and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

## **Section 6.**

(a) A regular employee is entitled to holiday pay if the holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay nor shall it be considered as hours worked for weekly overtime. If a regular employee is unable to work due to a proven illness, or proven off-the-job injury, he shall be paid for all holidays occurring within thirty (30) calendar days from the first day of illness.

(b) Senior employees may refuse to work on a holiday; however, all jobs must be covered by junior men on the seniority list.

(c) The holiday shall be computed at eight (8) or ten (10) hours of straight time based on classification in determining the hours in such week for which the employee is entitled to be compensated at the overtime rate, except in any week in which the holiday falls on the employee's day off.

## **ARTICLE 55. HEALTH AND WELFARE AND LIFE INSURANCE**

### **Section 1.**

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



## **Section 2. Hourly Contribution Rates:**

Effective August 1, 2018, the Employer party to this agreement shall contribute into the Health and Welfare Fund the sum of eight dollars and ninety nine and three quarter cents (\$8.9975).

Health and Welfare Contribution Increases: Effective August 1, 2019 and each August 1 thereafter during the life of the agreement, the Company shall increase its contribution by the amount determined by the Funds, as being necessary to maintain benefits and/or comply with legally mandated benefit levels, not to exceed an increase of up to \$0.50 per hour (or weekly/monthly equivalent) per year. Once a Fund issues a determination that an increase is reasonably necessary to maintain benefits in a given year, the increase shall become due and owing upon written notice from the Fund to the Company, provided the combined Health and Welfare increase does not exceed \$0.50 per hour. The Article 20 approval process is no longer required. If the Company refuses to honor a request for an increase from the applicable Fund, the matter shall proceed directly to the National Grievance Committee for consideration. If the National Grievance Committee deadlocks, the request of the Fund shall prevail and be honored by the Company. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

## **Section 3.**

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

## **Section 4.**

(a) The employer shall contribute on the first forty (40) hours worked for employees in the local area operations. Road drivers shall be paid on mileage basis, the number of hours of contribution shall be determined by dividing the employee's earnings by the current hourly rate not to exceed forty (40) hours a week.

In the event a local area operation employee breaks his weekly guarantee, he shall only be paid eight (8) hours per day contributions for any days worked in that workweek. Any and all paid, or

mutually agreed upon time off shall not constitute any employee breaking his weekly guarantee.

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

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

## **Section 5.**

For purposes of calculating contributions for road drivers, the contributions will be based upon the hours of service of the road driver with a maximum of forty (40) hours contribution in any workweek.

## **Section 6.**

The sums required by Section 2 above shall be remitted monthly to the Teamsters Health and Welfare Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the Fund). Such monthly payments shall be submitted to the Fund on or before the 24th day of the month following the month in which these monies were accrued.

## **Section 7.**

Notwithstanding the provisions of Article 44, Section 1, the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Fund to the Employer, the Local Union and the Employer Association of which the Employer is a member.

## **Section 8.**

Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorneys fees,

court costs, plus all arrears in payment plus ten per cent (10%) as liquidated damages.

### **Section 9.**

Any employee assigned by an Employer for any period with leased or rental equipment to a non-union or non-affiliated operator, shall for Fund purposes continue to be the employee of the lessor-operator, whose obligation it shall be to continue payment of welfare contributions for such employee throughout any such period.

### **Section 10.**

(a) Each Employer shall complete and deliver to the Fund, on forms supplied by the Fund, an Employer's report, stating the name and social security number, for each regular, probationary, extra, part-time or casual employee employed by Employer during the previous calendar month.

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

### **Section 11.**

By the execution of this Agreement, the Employers authorize the Transport Employers Association, which is party to this Agreement, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreements, 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 12.**

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

## **Section 13.**

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

## **Section 14.**

If a regular employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum 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, during any period of such on-the-job-injury, such contributions shall not be paid for a period of more than nine (9) months.

The amount of such contribution shall be that required to maintain the employee's eligibility during such period of absence.

# **ARTICLE 56. PENSION**

## **Section 1.**

The Employer will contribute to the Teamsters Pension Trust Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the "Pension Fund") in the manner described in the Sections below.

## **Section 2. Hourly Contribution Rates:**

Effective August 1, 2018, the Employer party to this agreement shall contribute into the Pension Fund the sum of thirteen dollars and seventy-five and a half cents (\$13.7550) per hour.

For the increase in the contribution rate due August 1, 2019 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate up to a maximum increase of five percent (5%) per hour in employer contributions due each year of the Agreement to the Pension Fund subject to the approval of the Joint National Master Committee.

## **Section 3.**

There shall be no other pension fund under this Agreement for operations under this Agreement.

## **Section 4.**

(a) The employer shall contribute on the first forty (40) hours worked for employees in the local area operations. Road drivers shall be paid on mileage basis, the number of hours of contribution shall be determined by dividing the employee's earnings by the current hourly rate not to exceed forty (40) hours a week.

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

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

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

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

## **Section 5.**

For purposes of calculating contributions for road drivers, the contributions will be based upon the hours of service of the road driver with a maximum of forty (40) hours contribution in any workweek.

## **Section 6.**

The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 24th day of the month following the month in which these monies were accrued.

## **Section 7.**

Notwithstanding the provisions of Article 44, Section 1 the Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered, or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer, the Local Union, and the Employer Association of which the Employer is a member.

## **Section 8.**

Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorneys fees, court costs, plus all arrears in payment plus ten per cent (10%) as liquidated damages.

## **Section 9.**

Any employee assigned by an Employer for any period with leased or rental equipment to a non-union or non-affiliated operator, shall for Pension fund purposes continue to be the employee of the lessor-operator, whose obligation it shall be to continue

payment of pension contributions for such employee throughout any such period.

## **Section 10.**

(a) Each Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report stating the name, social security number, and total contributions paid or due by Employer to the Pension Fund for each regular, probationary, extra, part-time or casual employee employed by Employer during the previous calendar month.

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

## **Section 11.**

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

## **Section 12.**

If an employee is granted a leave-of-absence, the employee shall pay to the Employer, prior to the leave-of-absence's being effec-

tive, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

### **Section 13.**

There shall be no deduction 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 or more, and regardless of the manner of computation of owner-operator compensation.

### **Section 14.**

An employee shall be required to retire in accordance with rules established by the Board of Trustees of the Pension Fund.

### **Section 15.**

If a regular employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum 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, during any period of such on the job injury such contributions shall not be paid for a period of more than six (6) months.

The amount of such contribution shall be that required to maintain the employee's eligibility during such period of absence.

## **ARTICLE 57. OVER-THE-ROAD PROVISIONS**

### **Section 1. Classification of Runs**

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

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



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

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

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

## **Section 2. Hourly and Mileage Wage Rates for Road Drivers**

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

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$25.0638	\$25.4138	\$25.8138	\$26.2638	\$26.7638

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

Tandem Axle:	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Per Mile	61.9516¢	62.8266¢	63.8266¢	64.9516¢	66.2016¢
Double Bottom:	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Per Mile	62.9632¢	63.8382¢	64.8382¢	65.9632¢	67.2132¢

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

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

(d) Entry Rates (New Hires)

Effective November 3, 2013, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

Effective first (1st) day of employment—90% of the current rate.

Effective first (1st) day of employment plus one year—100% of current rate.

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

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

### **Section 3. Pickup and Delivery Compensation**

Road drivers shall be paid a minimum of one (1) hour, at the hourly rate specified in this Article, for each en route pickup or delivery and for all time involved in excess of one (1) hour.

### **Section 4. Trailer Drop and Pickup Compensation**

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

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

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

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

(e) Foreign drivers shall not drop and hook their own units at any terminal under this agreement when the terminal is open, when

qualified employees are present and when it is practical for the local employee to perform the work.

## **Section 5. Layover Time**

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

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

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

## **Section 6.**

**Breakdowns, Impassable Highways** In the case of breakdowns and impassable highways, road drivers shall be paid, at the hourly rate specified in this Article, for all time spent after being released from duty, not to exceed eight (8) hours out of a twenty-four (24) hour period in addition to time spent with the equipment. Where a driver is held longer than eight (8) hours, he shall, in addition, be furnished with clean, comfortable and sanitary lodging. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed. Any driver claiming breakdown pay may be required to furnish competent proof satisfactory to the Employer and the Union.

## **Section 7. Terminal Time**

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

## **Section 8. Road-Trip Guarantees**

A road-trip driver shall be guaranteed a minimum of eight (8) hours pay at the rate specified in this Article, subject to the following provisions:

- (a) The eight (8) hour guarantee shall include all paid-for time.
- (b) The Employer shall have the right to utilize a road driver for a full tour of duty, including running through his home terminal

## **Section 9. Lodging**

(a) Comfortable, sanitary lodging must be furnished by the Employer in all cases where a driver is required to take a rest period away from his home terminal and shall be maintained at present day standards. Comfortable, sanitary lodging shall mean a room with janitor service, clean sheets, pillow cases, blankets, hot and cold running water, good ventilation and easy access to clean, sanitary toilet facilities in the building, and such lodging shall also be equipped with showers and/or baths and air conditioned rooms.

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

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

(b) Air-conditioned dormitories or air-conditioned hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours.

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

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

## **Section 10. Meal Period**

A road driver shall be entitled to a meal period not to exceed one (1) hour. Meal period shall not be compulsory at terminals where driver is responsible for equipment or cargo, nor shall meal periods be compulsory when or where there is not an accessible eating place.

## **Section 11. Vacation**

A road driver eligible for vacation shall be paid one fifty-second (1/52nd) of his previous calendar year's total earnings. Upon his permanent layoff, discharge or quit, a road driver on the seniority list with one (1) or more years of service shall be entitled to vacation on a pro rata basis.

## **Section 12. Holidays**

(a) A road driver eligible for holiday pay shall be paid ten (10) hours pay at the hourly rate specified in this Article.

(b) A regular road driver performing work on the holidays stated above shall be paid a total of two (2) straight time hours in addition to holiday pay, if qualified.

## **Section 13. Reimbursement of Monies Expended**

When a driver is required to expend his own money to cover costs that are to be paid by the Employer under the provisions of this Agreement, the costs shall be reimbursed to driver by the Employer at the completion of each trip unless the driver expressly requests an advance for specified expenses prior to leaving. The amount of the advance shall be determined by the Employer. The Employer has the right to request a receipt for monies expended whenever practicable.

## **Section 14. Mileage Determination and Detours**

(a) Mileages for computing a road driver's pay shall be from terminal to terminal. Any disputes shall be handled on a joint logging basis by the Employer and the Union. Failure to resolve any dispute will be subject to the grievance procedure.

(b) For detours resulting in additional mileage for the trip, the driver shall be compensated for such additional miles at the applicable mileage rate.

## **Section 15. Run-Around**

When any driver is run-around, he shall receive the hourly rate for all time the truck that ran around him left until he is dispatched, not to exceed the earning opportunity lost on the trip where the run-around occurred. When tractors are delayed leaving terminals for reasons caused by the driver or drivers not showing up, it shall not be considered as a run-around under the provisions of this Agreement when other trucks lower on the line up leave ahead of them, but the driver who reports as instructed shall be paid in accordance with the terminal time provisions of this Agreement.

## **Section 16. Fueling of Equipment**

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

## **Section 17. Road Extra Board Bid Rules**

Any Company that institutes or currently has a road operation domiciled out of a terminal covered by this Agreement, will be required to negotiate individual work rules with each respective Union.

If the Company and the Union cannot come to an agreement, any deadlocked issues will be referred to the Philadelphia Area Negotiating Committee.

## **ARTICLE 58. TERM OF AGREEMENT**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018 to be effective as of April 1, 2018 except as to those areas where it has been otherwise agreed between the parties:

\_\_\_\_\_  
Union Co-Chairman

\_\_\_\_\_  
ABF Co-Chairman





