

Central Pennsylvania Over-the-Road and Local Cartage Supplemental Agreement

For the Period: April 1, ~~2008-2019~~ through March 31, ~~2013~~ 2024

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

PREAMBLE

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and Local Union Nos. 229, 401, 429, 764, 771, 773 and 776, affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters (hereinafter referred to as the Union) agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2008~~2019, 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 *NO CHANGES*

ARTICLE 41 – LEAVE OF ABSENCE *NO CHANGES*

ARTICLE 42 – SENIORITY *NO CHANGES*

ARTICLE 43 – GRIEVANCE PROCEDURE

NOTE: ~~The Local Union may waive the Joint Local City Grievance Committee, as hereafter described, for the life of this Agreement by submitting written request to the Secretary of the Joint Area Grievance Committee. Local Unions **and/or Employers** who waive the Joint Local City Grievance procedure may have cases of continuing liability submitted to the Secretary for scheduling between regular meetings of the Joint Area Grievance Committee. The panel for the special hearings will consist of ~~three (3)~~ **an equal number of** representatives for the **Local Unions** and Employer and/or Employer Association, where applicable. ~~and three (3) representatives for the Local Unions.~~~~

Section 1. - ~~Joint Local City Grievance Committee~~ **Local Level Grievance Hearings**

(a) ~~For the purpose of settling grievances and disputes which may arise under this Agreement between the parties hereto, each Local Union shall establish a Grievance Committee, consisting of two (2) persons; and the Employer and/or Employer Association, where applicable, operating within the jurisdiction of each Local Union, shall also establish a Grievance Committee consisting of two (2) persons. The Grievance Committees of the Union and of the Employer and/or Employer Association where~~

E-04

~~applicable shall be constituted as the Joint Local City~~

~~Grievance Committee and shall conduct their meetings within the framework of the "Rules of~~

~~Procedure" as adopted by the Joint Area Grievance Committee. If the Joint Local City Grievance Committee demonstrates an inability to act within the framework of the Joint Area Grievance~~

~~Committee "Rules of Procedure", such Joint Local Committee shall be subject to specific rules of procedure as adopted by the Joint Area Grievance Committee. The expenses incurred by the Joint Local City Grievance Committee shall be borne equally by the Union and Employer and/or Employer Association, where applicable.~~

~~(b) It is agreed that in the handling of grievances before a Joint Local City Grievance Committee, the parties to the grievances in issue, including the employee filing the grievance, another employee of the same Employer or a representative of the Employer, are prohibited from serving as Committee members.~~

~~(e) (a) Employees initiating grievances shall set forth their claim, in writing, to the Employer with a duplicate copy to the steward and/or the Union Representative within seven (7) calendar days after he/she returns to his/her home terminal or seven (7) calendar days from the occurrence of the matter. In the event the employee fails to comply with these provisions of paragraph (e) (a) the grievance shall be considered untimely, thereby waiving his/her rights under the provisions of Article 43. The Union shall, in its sole discretion and judgment, determine whether grievances initiated by employees have sufficient merit to justify their submission through the grievance procedure established herein. The Union Representative or steward shall first endeavor to settle the matter by direct negotiations with the Employer, failure to resolve the matter, the grievance shall be submitted to the Joint Local City Area Grievance Committee within thirty (30) days of~~

the date of the grievance.

In the event more than one employee initiates a grievance, all employees shall be named in the grievance. In cases of monetary claims, each named employee shall set forth his/her specific claim in the grievance.

~~(d) (b)~~ The Union may initiate grievances by setting forth its claim in writing, signed by a Union representative and filing the same with the Employer within ten (10) calendar days from the date of the occurrence of the matter. In the event the Union fails to comply with these provisions of paragraph ~~(d) (b)~~ the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The Union shall have the right to file and obtain adjustment of a grievance, notwithstanding the fact that it was or could have been the subject of an employee's grievance which was not filed by an employee.

~~(e) (c)~~ The Employer may initiate grievances by setting forth his/her claim, in writing, signed by an authorized representative and filing the same with the Union within ten (10) calendar days from the date of the occurrence of the matter. In the event the Employer fails to comply with those provisions of paragraph ~~(e) (c)~~ the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The rights and privileges of the Employer under this paragraph shall be the same as the rights and privileges of the Union under paragraph ~~(d) (b)~~ hereof.

~~(f) (d)~~ The parties shall attempt to meet and settle a grievance within a period of seven (7) days from the date of filing of the grievance. Should the parties to any grievance be unable to settle, resolve or adjust the matter within the period prescribed above, or any extended period, which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have the right to submit the grievance to the Joint Local City Area

E-04

Grievance Committee.

~~A Joint Local City Grievance Committee shall have the jurisdiction of all grievances referred to it, except as set forth in paragraph (g) hereof. The majority decision of the Committee shall be final and binding on all parties, with no further appeal.~~

~~(g) The Joint Local City Grievance Committees shall not have jurisdiction over or authority to decide any grievance which;~~

~~(i) involves a discharge, the uniform construction, application, operation or interpretation of this Agreement,~~

~~(ii) pertains to a matter, the decision as to which would involve more than one Local Union, a party to this Agreement.~~

~~(ii) involves claims for delinquent contributions to Health and Welfare Funds (Article 49) and/or Pension Fund (Article 50). Such claims shall be heard and resolved as provided in Section 5.~~

~~Grievances which are within the scope of (i), (ii) or (iii) above shall be referred to and decided by the Joint Area Grievance Committee. A decision and an award by a Joint Local City Grievance Committee which is within the scope of (i), (ii) or (iii) above shall be null and void.~~

~~The Joint Area Grievance Committee shall hear and decide a grievance when any party hereto contends:~~

~~1. the Joint Local City Grievance Committee has no jurisdiction or authority to hear and decide a matter because it is within the scope of (i), (ii) or (iii) above;~~

~~2. a decision and an award of a Joint Local City Grievance Committee is null and void because the issue decided is within the scope of (i), (ii) and (iii) above.~~

~~(h) When a majority of a Joint Local City Grievance Committee fails to reach a decision or agree upon a settlement the matter shall be submitted to the Secretary of the Joint Area Grievance Committee.~~

ARTICLE 44 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected **by electronic transmission**, except that no warning notice need be given to any employee before he/she is suspended or discharged if the cause of such suspension or discharge is dishonesty, proven theft, drunkenness, drinking alcoholic beverages, or while under the influence of alcoholic beverages, or drug intoxication as provided in Article 35, Section 3, the use of narcotics (as described in the Federal Pure Food and Drug Act), barbiturates, or amphetamines, or the possession of narcotics named above during a tour of duty, refusal to submit to a sober-meter, other sobriety or alcohol test, ~~recklessness resulting in a serious accident while on duty~~ **major accident while on duty**, failure to report an accident, unprovoked assault on an Employer or management supervisor, carrying of unauthorized passengers, willful abuse of Company equipment or direct refusal to obey instructions from an authorized management employee which are not in violation of this Agreement. While this Article clearly indicates offenses for which an employee may be discharged without prior warning, there may be certain instances where an employee's gross misconduct or actions may justify suspension or discharge without a prior warning. Gross misconduct is defined to mean proven conduct that exposes the Employer to monetary liability from third parties, governmental entities or other employees. Disputes arising from such instances

E-04

shall be resolved by the Grievance Committee. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice, and such warning notice shall be issued no later than seven (7) days from the date the Employer became aware of the occurrence. All discipline letters issued under the terms of this article may be delivered by hand to the employee if the employee is on duty at the time of such issuance of the letter. The employee and his/her representative shall sign for such letter at such time it is tendered. If the employees' representative is not available at the time, a bargaining unit member must be used in the place of the employees' representative. If the employee is not on duty at the time of issuance of such letter, the letter shall be sent to the employees' home. All warning letters shall be deemed as automatically "Protested" by the local union. The first offense for a minor chargeable accident shall be a warning letter and the second offense for a minor chargeable accident shall be a one (1) day suspension.

Any employee discharged away from his/her home terminal shall be provided the fastest available transportation to his/her home terminal at the Employer's expense. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated. The ~~Joint Local City Grievance Committee and the~~ Joint Area Grievance Committee shall have the authority to order full, partial or no compensation for time lost. The Employer shall not in any way intimidate or harass any employee in the performance of his/her duties.

ARTICLE 45 – EXAMINATION AND IDENTIFICATION FEES
NO CHANGES

ARTICLE 46 – PAY PERIOD
NO CHANGES

ARTICLE 47 – MEAL PERIOD
NO CHANGES

ARTICLE 48 – VACATIONS
****SEE NATIONAL ECONOMIC SETTLEMENT****

Section 2. – Vacation Periods

(b) Must be taken in consecutive days for each week of vacation period except employees who have qualified for two (2) weeks or more shall have the option at the time of bidding to ~~work two (2) weeks in lieu of time off or~~ to take one (1) week of vacation one (1) day at a time. Employee electing to take one (1) week of vacation one (1) day at a time shall schedule each day in advance with the Employer. Vacation days taken one (1) day at a time shall not be considered as time worked for the purpose of computing premium time. Employees shall also have the option of receiving pay in lieu of vacation. The payout of accrued vacation will be in one (1) week increments.

ARTICLE 49
****SEE NATIONAL ECONOMIC SETTLEMENT****

ALSO, SECOND & THIRD PARAGRAPHS OF (A):

The Supplemental Negotiating Committees shall allocate the ~~\$1.00~~ TBD dollar per hour increase on August 1, 2008 TBD, August 1, 2009 TBD, August 1, 2010 TBD, August 1, 2011 TBD and, August 1, 2012 between the pension fund and health & welfare funds. ~~and the newly created Legal Benefit Plan~~ within the area of the Joint National Master Committee. The Committee shall, in those Supplemental Agreements which include one (1) pension fund and multiple health & welfare funds ~~and a Legal Benefit Plan~~, first allocate that portion, of any, increase per hour which is to be applied to the pension fund

E-04

subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied by mutual agreement, of the Central Pennsylvania Supplemental Negotiating Committee to the remaining Health and Welfare Funds and the Legal Benefit Plan. ~~If at any time the allocation designated for the Legal Benefit~~

~~Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan's funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee's duty to do so.~~

~~The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee.~~

ARTICLE 50

****SEE NATIONAL ECONOMIC SETTLEMENT****

ALSO, SECOND & THIRD PARAGRAPHS OF (A):

The Supplemental Negotiating Committees shall allocate the ~~\$1.00~~ **TBD** dollar per hour increase on August 1, 2008 **TBD**, August 1, 2009 **TBD**, August 1, 2010 **TBD**, August 1, 2011 **TBD** and August 1, 2012 between the pension fund and health & welfare funds, ~~and the newly created Legal Benefit Plan~~ within the area of the Joint National Master Committee. The Committee shall, in those Supplemental Agreements which include one (1) pension fund and multiple health & welfare funds ~~and a Legal Benefit Plan~~, first allocate that portion, of any, increase per hour which is to be applied to the pension fund subject to the approval of the Joint National

Master Committee. The remaining amount, if any, shall be applied by mutual agreement, of the Central Pennsylvania Supplemental Negotiating Committee to the remaining Health and Welfare Funds ~~and the Legal Benefit Plan~~. ~~If at any time the allocation designated for the Legal Benefit Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan's funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee's duty to do so.~~

~~The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee.~~

CASUAL CONTRIBUTION

Effective April 1, 2008 **TBD** the casual contribution rate shall be ~~\$5.215~~ **TBD** per hour for all straight time hours paid up to maximum of forty (40) hours per week. Casual contributions will increase in 2009, 2010, 2011 **TBD** and 2012 **TBD** per the allocation of the Supplemental Negotiating Committee as described in Subsection 2.

ARTICLE 51 – DEATH IN FAMILY – SICK LEAVE – JURY DUTY
NO CHANGES

ARTICLE 52 – SANITARY CONDITIONS
NO CHANGES

ARTICLE 53 – STRIKES AND LOCKOUTS
NO CHANGES

ARTICLE 54 – COMPLIANCE WITH LAW

E-04

AND REGULATIONS

NO CHANGES

ARTICLE 55 – BID JOBS – POSTING AND CANCELLATION

NO CHANGES

ARTICLE 56 – PROTECTIVE APPAREL

NO CHANGES

ARTICLE 57 – OVER-THE-ROAD PROVISIONS

****SEE NATIONAL ECONOMIC SETTLEMENT****

ALSO:

Section 2. – Paid For Time

(f) Slow runs, multiple runs and system runs- Drivers required to lay over (off duty) at foreign terminals in excess of fourteen (14) hours shall be considered on duty and paid at the rates named above for any portion of the eight (8) hour period during which they have not been dispatched. However, such paid layover time may be included in the second tour of duty for the purpose of making up the eight (8) hour guarantee. The Local Union and Employer shall mutually agree to a work call procedure for drivers in bed at foreign terminals, should an agreement not be in place. Drivers shall have a right to a two (2) hour call time at foreign terminals.

Road drivers will not be forced more than three (3) beds after dispatched off rest from his/her home domicile. Road drivers forced by the company on four (4) beds in an Over The Road Operation that have less than four (4) beds established, will be compensated for the first eight (8) hours in bed. Such paid time may be included in the next tour of duty for the purpose of making up the eight (8) hour guarantee.

A driver who has not been dispatched after eight

(8) hours “on duty” shall again be subject to the above provisions for layover time.

When on compensable layover on Sundays and holidays there shall be a meal allowance of ~~six dollars (\$6.00)~~ eight dollars (\$8.00), and five (5) hours thereafter, another meal allowance of ~~six dollars (\$6.00)~~ eight dollars (\$8.00), and five (5) hours later, a third meal allowance of ~~seven dollars and fifty cents (\$7.50)~~ nine dollars and fifty cents (\$9.50). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

Section 3. – Wages and Working Conditions

Sub-Section 4. – Pickup and Delivery Compensation

Road drivers shall make pickups and deliveries en route with the exception that road drivers will not make pickups and deliveries within the jurisdiction of the Local Union involved, except as by past practice and will not make pickups and deliveries in another Local Union’s jurisdiction where a terminal of the Employer exists, except as by past practice.

Road drivers will be permitted to make one (1) pick up or delivery en-route to his/her destination terminal and he/she is also able to make one (1) pickup or delivery en-route on his/her return trip.

It is agreed that a road driver making a pickup or delivery en-route to his/her destination terminal is limited to a twenty (20) miles from the designated route to the destination terminal . In addition, the driver making such delivery or pickup en-route shall not be permitted to travel beyond the destination terminal. These same restrictions shall apply to the road drivers’ return trip. The designated route is defined as the route normally taken between origin and destination terminals.

ARTICLE 58

E-04

****SEE NATIONAL ECONOMIC SETTLEMENT****

**ARTICLE 59 – WORK ASSIGNMENT AND PAY DURING EMERGENCY
NO CHANGES**

**ARTICLE 60 – COMBINATION CITY AND ROAD WORK
NO CHANGES**

**ARTICLE 61 – TRAINEES
NO CHANGES**

**ARTICLE 62
SEE NATIONAL ECONOMIC SETTLEMENT**

**ARTICLE 63 – TERM OF AGREEMENT
NO CHANGES**

For the Employers:

~~TRUCKING MANAGEMENT, INC.
Jim Roberts, *Chairman*~~
TRANSPORT EMPLOYERS ASSOCIATION, INC.

~~Mike Thompson, *Chairman*~~ **Daniel Schmidt – Chairman**
~~Dan Wachaus~~ **Lamar Beinhower – Co-Chairman**
~~Tony Nations~~ **Mark Gladfelter**
Robert Schaeffer

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 2003 ~~2003~~ **2019**, to be effective as of April 1, 2003 ~~2003~~ **2019**, except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEES
For the Local Unions:

TEAMSTERS NATIONAL FREIGHT
INDUSTRY NEGOTIATING COMMITTEE

James P. Hoffa, *Chairman*
~~Tyson Johnson~~ **Ernie Soehl**, *Co-Chairman*

CENTRAL PENNSYLVANIA UNION
NEGOTIATING COMMITTEE

~~Carlos N. Ramos, *Chairman*~~ **Charles Shafer**,
Chairman and Co-Secretary
~~Jack McGrail~~ Howard Rhinier
~~Keith Noll~~ Edgar Thompson
~~Robert J. Snyder~~, *Co-Secretary*