TEAMSTERS JOINT COUNCIL NO. 40 FREIGHT COUNCIL SUPPLEMENTAL AGREEMENT

For the Period: April 1, 2008 2019 to 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 interpredted 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.

Embracing the Jurisdiction of Local Unions 30, 110, 249, 261, 397, 491, 538 and 585

PREAMBLE

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 491, 538 and 585 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 Supplemental Agreement is supplemental to and becomes a part of the National 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

Section 1. Operations Covered - No Change

Section 2. Employees Covered - No Change

Section 3. City or Local Work - No Change

ARTICLE 41. UNION SHOP AND DUES

Section 1. - No Change

Section 2.

A. Those employees who are designated as "probationary/new hire" employees, as defined herein, shall be employed under the terms and conditions of this section. The parties agree that these new hire provisions are not to be used to eliminate or subterfuge the employment of additional employees (i.e., the flooding of probationary new hires to keep from allowing these employees to gain seniority.) Disputes over this section shall be subject to the grievance procedure.

B. New Entry Rates

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT

Effective April 1, 2008 2019, all regular employees hired on or after that date shall

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receive the following hourly and/or mileage rates of pay:

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. Definitions

A. Probationary/New Hire Employees - No Change

B. Casual/Extra Employees - No Change

ARTICLE 42. ABSENCE

Section 1. Time Off for Union Activities - *No Change*

Section 2. Leave of Absence - *No Change*

ARTICLE 43. SENIORITY

Section 1. - No Change

Section 2. - No Change

Section 3.

A. Posting

All regular starting times, peddle runs and positions are subject to seniority and shall be posted for bid. Bidding of starting times shall be in accord with principles established on a company-by-company basis. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy and starting time, peddle run or position open for bid. Such posting of bids shall be on a

semiannual or annual basis unless operational needs require a bid change. Posted bids shall include provisions for cancellations and/or reinstatement of individual bid positions. Where a posted bidding program is in effect, the Employer shall be required to post the bids for a minimum of a seven (7) calendar day period, prior to the effective date of the bids. Where there are twenty (20) or more employees at the terminal, the bids shall be posted for a fourteen (14) calendar day period. This shall apply to annual or semi-annual bids only. In the event of dispute on the time, manner and type of situation for bidding, the matter shall be submitted to the grievance procedure. If there is no agreement relative to replacement of the semi-annual or annual bid program, the current bid program shall remain in effect or be canceled at the Employer's option until the settled through the grievance matter is procedure.

Employees on worker's compensation shall be permitted to bid in accordance with their seniority. Employees when released from worker's compensation shall return to work in the bid position he/she selected at time of posting, if still in existence.

If the employee's bid has been canceled at the time he/she is released and returns back to work, that employee may bump a less senior employee within his/her terminal.

Temporary job vacancies created due to compensable injuries, disability or absences of a week or more, excluding vacations, shall be temporarily filled by offering such work in seniority order to the list of on-call employees.

Start time bid employees, having given the Employer written notice of an absence from work for more than one (1) week in their regular workweek shall be replaced by offering such bid to extra seniority roster employees in accordance with seniority.

The extra board employee that selects the bid will remain on said bid until absent employee returns or re-bid. Employee selecting the bid will be paid in accordance with the bid.

Dispatch assignments shall be at the sole discretion of the Employer except when more than one (1) driver is dispatched at the same time. Other then bid, the most senior employee shall be permitted the choice of dispatch provided the employee has available hours to complete the work assignments.

B. Layoffs - No Change

Section 4. Controversies - No Change

Section 5. - No Change

ARTICLE 44. GRIEVANCE MACHINERY

Section 1. Joint Area Committee - No Change

Section 2. Eastern Region Joint Area Committee - *No Change*

Section 3. Functions of Committees - No Change

Section 4. Attendance - No Change

Section 5. Examination of Records - No Change

Section 6. Change of Operations - No Change

Section 7. National Grievance Committee - *No Change*

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. - No Change

Section 2. - No Change

ARTICLE 46. DISCHARGE AND SUSPENSION

No Change

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. - No Change

Section 2. - No Change

ARTICLE 48. HEALTH AND WELFARE

The Employer shall contribute to an employee Health and Welfare Fund in accordance with the Schedule of Contributions listed below for each regular employee. The Health and Welfare Plan

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.

The Employer agrees to post the most recent copy of the Health and Welfare payments of each employee at their domicile.

Effective 4/1/03 <u>19</u> the contribution schedule per employee per month shall be:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT

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

If an employee would have qualified for Health and Welfare contributions but for an absence because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of three (3) months, or if an employee is injured on the job the Employer shall continue to pay the required contribution until such employee is released for duty if that employee would have qualified for such contribution but for the compensable injury but in no case shall the contribution be required for a period of more than six (6) months.

If absence initially requires that the employee be confined to the hospital for a period of four (4) or more days then the contribution for Health and Welfare payments shall be made even though that employee would not have qualified for such payments but for the injury or illness.

In the application of this paragraph, it shall be the Employer's obligation to make the required contributions for a cumulative period of time (either 3 months or 6 months) for each illness or injury, and such 3 months or 6 months period need not be consecutive.

If an employee is granted a leave-of-absence for any reason other than assuming full-time elected union office, the Employer shall collect from such employee, prior to the leave-of-absence being effective, sufficient monies to pay the required contributions to the Health and Welfare Fund during the period of absence.

An employee, to qualify for health and welfare contributions, must have one hundred (100) hours in the preceding month to qualify for the succeeding month's contribution unless that employee is on layoff status or the Employer has not provided that employee full work opportunity in which case only eighty (80) qualification hours shall be necessary. The Negotiating Committee will define absenteeism and how it is to be applied to this Article.

ARTICLE 49. PENSION PLAN

Section 1.

The Employer shall contribute to the applicable Pension Fund for each eligible employee: probationary, regular. casual. extra. or replacement employee covered by this Agreement in accordance with the terms of the Pension Trust Agreement and Plan. There shall be no other pension funds under this Contract for operations under this Contract or for operations to which the employers who are party to this Contract are also parties. The amount of such contribution shall be:

The Employer agrees to post the most recent copy of the Pension payments of each employee at their domicile.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

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

(a) Contributions to the Pension Fund must be made for each week for each regular employee who has worked at least two (2) days (tours of duty) in that week, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

(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 the Employer's contribution to obligation.

(c) If an employee is granted a leave of absence for any reason other than assuming full-time elected union office, the Employer shall collect from such employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to the Pension Fund during the period of absence.

(d) If an employee would have qualified for Pension contributions but for an absence because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, or if an employee is injured on the job the Employer shall continue to pay the required contribution until such employee is released for duty if that employee would have qualified for such contribution but for the compensable injury but in no case shall the contribution be required for a period of more than six (6) months.

If absence initially requires that the employee be confined to the hospital for a period of four (4) or more days then the contribution for Pension payments shall be made even though that employee would not have qualified for such payments but for injury or illness.

In the application of this paragraph, it shall be the Employer's obligation to make the required contributions for a cumulative period of time (either 1 month or 6 months) for each illness or injury, and such 1 month or 6 months period need not be consecutive.

(e) 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-driver compensation.

The Employer shall contribute for each extra, probationary or casual employee who works, the maximum amount of \$8.00 per day to the Pension Fund. This payment shall not be required if the pension contribution established by this Supplemental Agreement has been paid on their behalf.

ARTICLE 50. DEATH IN FAMILY

In the event of a death of a member of the employee's family and the employee attends the funeral, the employee shall be allowed a reasonable time off between the day of death and the funeral day, not to exceed three (3) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work. Members of the employee's family mean husband, wife, child, parent, foster parent, brother, and sister, and grandchild.

In the event of a death of the employee's mother-in-law or father-in-law and the employee attends the funeral the employee shall be allowed a reasonable time off between the day of death and funeral day, not to exceed two (2) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work.

In the event of a death of the employee's grandparent, and the employee attends the funeral, the employee shall be allowed time off, not to exceed one (1) day and shall be reimbursed eight (8) times the straight time hourly rate for the day lost from work.

It is understood that funeral days or memorial service are the same for this

Article. The application of funeral pay does not change by adding memorial service.

ARTICLE 51. COMPETITIVE EQUITY No Change

> ARTICLE 52. SICK LEAVE No Change

ARTICLE 53. LOCAL CARTAGE PROVISIONS

Section 1. Pay Period - No Change

Section 2. Meal Period - No Change

Section 3. Sundays and Holiday Work

A. Sundays - No Change

B. Holidays

(1) The following named holidays, or the days observed as such, shall be recognized as legal holidays for all Local Unions: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday. Veteran's Day and Good Friday holidays shall be observed in accordance with the following practice:

a. The Company has the option to shut down for the holiday at its own determination.

b. If the Company desires to work, those individuals electing to work and qualified for the holiday may take any other day off in lieu of the holiday, any day of their choice between the holiday and the end of the current contract year, March 31. Should Good Friday fall immediately preceding the end of the contract year, March 31, then September 1 will be substituted.

c. The parties to this agreement realize that on these holidays there may be work to cover and as such the work will be offered in seniority order and if the required number of employees do not sign for such work, the employer will force in reverse seniority to the required number. Any employee working on either of these two (2) holidays will be paid at the straight time hourly rate.

d. As it concerns the Veteran's Day holiday, the Employer shall grant five percent (5%) of the workforce to be off, utilizing the Veteran's Day holiday in accordance with the langauge contained in this Section.

(2) Any regular employee who does not work on the holiday but who has worked ninety (90) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to eight (8) hours' (nine (9) hours for employees scheduled on a five 9-hour day workweek and ten (10) hours for employees scheduled on a four 10-hour day work week) pay at the straight time hourly rate for such holiday. Time lost due to vacation shall be used in computing hours worked.

(3) Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at the time and one-half $(1 \frac{1}{2})$ hourly rate in addition to receiving his holiday pay, and shall be guaranteed a minimum of eight (8) hours work, for those holidays other than Veteran's Day and Good Friday.

(4) When a holiday falls during the regular vacation of an employee entitled to holiday pay, the employee shall receive an extra day's pay for such holiday. Said employees shall have the option of taking an extra day off at the end of their scheduled vacation. Said employee must

notify the Employer of his or her intention prior to the start of his or her vacation.

(5) Pay for unworked holidays shall not be used in computing overtime pay in the regular workweek. Time worked in excess of thirty-two (32) hours in any week in which a holiday occurs shall be paid for at the rate of time and one-half (1 1/2) except where the holiday falls on Saturday or Sunday provided the holiday falls within the scheduled workweek. Then the time and one-half (1 1/2) shall be paid after the fortieth (40th) hour (after 36 and 45 hours respectively for employees scheduled on a five 9-hour workweek).

(6) When any of the above-mentioned holidays fall on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid for at the holiday rate.

Section 4. Vacations - No Change
Section 5. Protective Apparel - No Change
Section 6. General Conditions - No Change
Section 7. Paid for Time
A. General - No Change
B. Call-In Time - No Change
C. Make Up Day -No Change
Section 8. Leased Equipment -No Change
Section 9. Wages and Hours
A. Wages

Rates of pay for tractor drivers, switchers, tandem, ten wheeler, double bottom, straight job drivers and checkers shall be as follows:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT

The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours.

City employees working beyond a twenty-five (25) mile road radius of their home terminal shall be considered peddle drivers and shall receive overtime after forty-five (45) hours per week and nine (9) hours per day. Each Employer shall be permitted a minimum of one (1) such bid assignment regardless of the radius otherwise established.

The Employer may establish a 4-day workweek consisting of four (4) 10-hour days subject to Local Union approval, except that each employer shall be permitted a minimum of one (1) such bid or assignment. Individuals bidding or assigned such 4-day work schedule shall be included in the regular guarantee established in Subsection B hereof, but shall be guaranteed four (4) days' work at ten (10) hours per day with overtime paid after ten (10) hours per day and forty (40) hours per week, but not both.

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

B. Hours and Guarantee - No Change

C. 7-Day Operations - No Change

ARTICLE 54. OVER-THE-ROAD PROVISIONS

Section 1. Pickup and Delivery Limitation - *No Change*

Section 2. Pay Period - No Change

Section 3. Definitions - No Change

Section 4. Protective Apparel - No Change

Section 5. General Conditions - *No Change*

Section 6. Sleeper-Cab Operations - No Change

Section 7. Holidays

A. The following named holidays, or the days observed as such, shall be recognized as legal holidays for all Local Unions: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday. Veteran's Day and Good Friday holidays shall be observed in accordance with the following practice:

a. The Company has the option to shut down for the holiday at its own determination.

b. If the Company desires to work, those individuals electing and qualified for the holiday may take any other day off in lieu of the holiday, any day of their choice between the holiday and the end of the current contract year, March 31. Should Good Friday fall immediately preceding the end of the contract year, March 31, then September 1 will be substituted.

c. The parties to this agreement realize that on these holidays there may be work to cover and as such the work will be offered in seniority order and if the required number of employees do not sign for such work, the employer will force in reverse seniority to the required number. Any employee working on either of these two (2) holidays will be paid at the straight time hourly rate.

If the Company shuts down, the penalty pay for road drivers starting or ending their tour shall be paid as for any other holiday. If the Company elects to remain open, the penalty pay shall not apply.

B. Any regular employee who does not work on the holiday but who has worked 135 hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to nine (9) hours' pay at the straight time hourly rate for such holiday. Time lost due to vacation shall be used in computing hours worked.

C. Regular road drivers who qualify for the holiday in accord with this Section and who perform any work on the holiday, shall be reimbursed a total of twelve (12) straight time hours as holiday pay plus pay for work performed in accord with this Agreement.

D. Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at the regular straight time and one-half $(1 \frac{1}{2})$ hourly rate in addition to receiving his holiday pay, for those holidays other than Veteran's Day and Good Friday.

E. When a holiday falls during the regular vacation of employees entitled to holiday pay, they shall receive an extra day's pay for such holiday. Said employees shall have the option of taking an extra day off at the end of their scheduled vacation. Said employee must notify the Employer of his or her intention prior to the start of his or her vacation.

F. As it concerns the Veteran's Day holiday, the Employer shall grant five percent (5%) of the workforce to be off, untilizing the

Veteran's Day holiday in accordance with the language contained in Article 53, Section 3.

Section 8. Vacations - No Change

Section 9. Wages and Hours

A. Wages

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT

(2) Road driver's compensation shall be in accord with this Agreement only.

(3) Permit Loads: All loads requiring a permit as a result of overheight, overlength, overwidth or overweight shall be paid for at either the mileage rate or hourly rate, whichever is greater.

(4) Mileage shall be measured on a terminal-toterminal basis over routes traveled on runs originating or ending in the Western Pennsylvania area unless some other mileage determination method has been agreed to between the Local Union and the Company.

B. Hours and Guarantees - *No Change*

C. Layover Time

When a driver is required to layover away from the driver's home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If driver is held over after the fourteenth (14th) hour, he/she shall receive layover pay for each hour 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 driver is entitled if put to work any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours.

Drivers shall not be compelled to report to work at the home terminal until they have had ten (10) hours off-duty time. Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the Grievance Procedure set forth in this contract. It is further agreed where the time limit on layover interferes with regular running schedule, it shall be a shop condition.

When on compensable layover on Sunday and holidays there shall be a meal allowance of ten **twelve** dollars ($\$10 \ 12.00$); five (5) hours thereafter, ten twelve dollars ($\$10 \ 12.00$); and five (5) hours later a third meal allowance of ten twelve dollars ($\$10 \ 12.00$). No more than three meals will be allowed during any 24-hour period.

D. Lodging

Road drivers away from their home terminal shall be supplied with suitable lodging.

In addition, a ten twelve dollar (\$10 12.00) allowance for meal shall be paid after nineteen (19) hours in a foreign terminal. Air-conditioned dormitories or air-conditioned hotel rooms if available, shall be furnished when seasonal and climatic condition require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. In addition, dormitories in new terminals must be soundproofed, and shall not provide for more than one (1) driver in a room. Where an existing dormitory currently provides for two (2) drivers in a room, such a practice shall be continued except that such two (2) drivers must be from the same domicile and are put to bed within one (1) hour of each other.

A subcommittee of one Union and one Company representative from the Western PA Joint Area 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 be used for all inspections. This to 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.

Effective ninety (90) days after notice of the ratification of this Agreement, at hotels and motels there shall be one (1) driver per room except under emergency conditions and provided such accommodations are available.

E. General - No Change

MEMORANDUM OF AGREEMENT

Items 2 and 3 of the Maintenance of Standards decision of the Eastern Region Joint Area Committee involving Local Union No. 397 (MS-35-82) shall be continued.

Items 2 and 3 of the Maintenance of Standards decision of the Eastern Region Joint Area Committee involving Local Union 249 (MS-29-82) shall be continued.

The parties agree that, except in cases involving "cardinal" infractions under the JC 40 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. The Negotiating Committee for the Western PA Joint Area Committee has clarified the language of Article 45, Section 1(b) and will read as follows:

(b) Failing to agree, the Shop Steward shall report the matter to the Local Union which shall submit it to Western Pennsylvania Joint Area Grievance Committee within thirty (30) days from the date the grievance is filed on provided form completely filled out, i.e., Article violated, details of grievance, adjustment requested, etc., to the Employer and attempt to adjust the same with the Employer within five (5) days.

ARTICLE 55. 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 _____, to be effective April 1, 2008 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 <u>Michael Susko, Chairman</u> James P. Hoffa, Chairman <u>Ernie Soehl, Co-Chairman</u> John A. Murphy, Co-Chairman

International Brotherhood of Teamsters Joint Council 40

Betty Rose Fischer, Chairman

For the Employers:

TMI Division, Motor Freight Carriers Assoc., Inc , Co-Chairman , Co-Chairman

Western Pennsylvania Motor Carriers Association , Chairman