

**YRCW WEST VIRGINIA  
FREIGHT COUNCIL  
SUPPLEMENTAL  
AGREEMENT**



**For the Period of April 1, 2019  
through March 31, 2024**

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**WEST VIRGINIA FREIGHT COUNCIL  
of the  
Eastern Region of Teamsters  
Supplemental Agreement**

**For the Period  
April 1, 2019 through March 31, 2024**

**PREAMBLE**

To cover all truck drivers, helpers, platform men, freight handlers, tow motor operations, checkers, switchers (or hostlers) and Teamster Riggers employed in the operation of common, contract and private carriers in the State of West Virginia (excluding the jurisdiction of Local Union No. 697, Wheeling, West Virginia and Local No. 505, Huntington, West Virginia) and in such contiguous territory as is covered by the jurisdictions of Local Union No. 175, South Charleston, West Virginia.

The \_\_\_\_\_  
Company

hereinafter referred to as the Employer and the West Virginia Freight Council and Local Union No. 175, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes part of the Master Freight Agreement hereinafter referred to as the Master Agreement for the period commencing April 1, 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**

The execution of this Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above and all truck drivers, dockmen, checkers, machine-lift operators, callers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight within the area located within the jurisdiction of the Local Union, not to exceed a radius of fifty (50) miles. A Local Union may agree with the Employer-Carriers to extend the above-mentioned radius on any city or town within its jurisdiction. However, where there are overlapping jurisdictions, the agreement of all Local Unions affected must be had with regard to such overlapping jurisdictions. It is agreed and understood that on all work which extends beyond the fifty (50) mile radius as described in this Agreement and which work can be performed by either a "Local Cartage Operator" or "Certificated or Permitted Carrier," the members of the Local shall in no event be paid less than they would receive under the Over-the-Road Provisions for all work performed. At no time shall the provisions of this Agreement restricting pickup and delivery supersede the provisions pertaining to that subject contained in Articles 52 and 55.

### **Section 2. Employees Covered**

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

Employees on student trips shall be paid one-half (1/2) the hourly or mileage rates for first such trip and then in accordance with the provisions of this Agreement.

### **Section 3. Combination City and Road Work**

The Employer and the Union Negotiating Committees agree that combination work, as described herein, shall be held to a minimum. However, in those circumstances where such combination work is necessary, then in that event:

(a) **Combination City and Road Work**—Where a driver has worked part of his workday in the city, is assigned to a road run, whether or not he returns to the city within his normal working day, he shall be paid for city work performed at the city rate, plus appropriate mileage pay on the road run; or the total actual hours worked at the city rate and overtime provisions, whichever is greater.

(b) **Combination City and Peddle Work**—Where a driver has worked part of his workday in the city and then is assigned to a peddle run, whether he works in the city or not after returning from the peddle run, he shall be paid for city work performed, at the city rate, plus appropriate peddle rate for hours worked on the peddle run; or the total actual hours worked at the city rate and overtime provisions, whichever is greater.

(c) All hours worked in combination as provided for in (a) and (b) above shall accrue toward total hours to be used in computing weekly overtime for all drivers so employed at the city rate and hours. There shall be no pyramiding of daily and weekly overtime.

Such combination driver shall be entitled to the city weekly guarantee, as provided for in this Agreement; however, it is understood by the parties hereto, that all hours worked in combination shall be included in making up such weekly guarantee.

(d) Peddle run drivers shall be allowed to perform their normal duties of their runs.

(e) If peddle runs are cancelled on a daily basis, peddle drivers will be afforded work opportunity before using laid off employees or casual employees.



## **Section 4. City or Local Work**

Employees subject to the over-the-road provisions of this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein. At no time shall any over-the-road provision of this Agreement permitting pickup and delivery supersede the local cartage provision of this Agreement which prohibits such pickup and delivery. The prevailing local cartage provisions shall govern all wages and conditions on runs exclusively within a radius of twenty-five (25) miles of the home terminal, provided the hourly wage rates are equal to or higher than the peddle rate in this Agreement, otherwise the peddle rate shall apply.

# **ARTICLE 41. UNION SECURITY AND DUES & PROBATIONARY EMPLOYEES**

## **Section 1. Probationary Employees**

A new probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) calendar day trial basis during which period he may be terminated without further recourse. In the case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing, and further the Employer may not terminate or discipline for the purpose of evading this Agreement or discriminating against Union members. Upon completion of the thirty (30) day trial basis his/her seniority date for all purposes shall be the first day worked as probationary employee.

## **Section 2. Casual Employees**

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

(b) Replacement casuals are defined as employees who may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacations or other absence. To

be considered a replacement the casual must work on the shift that the absence occurred, or within two (2) hours thereafter.

(c) Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. However, such supplemental casuals shall not be used to deprive regular employees of premium day work.

(d) Where an Employer uses casuals to supplement his work force thirty (30) cumulative work days within any ninety (90) calendar day period, such Employer shall be required to add one (1) probationary employee for each occurrence.

Memo of Understanding: In the selection of probationary employees, first preference will be given to casuals who have been used on a regular basis within the qualifying period as listed above.

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

- (1) the employee's name, address and social security number;
- (2) the dates worked;
- (3) the classification of work performed each date, and the hours worked;
- (4) the name, if applicable, of the employee replaced.

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

### **Section 3.**

It shall be the Employer's obligation to notify all employees who are hired hereafter as provided for in the National Master Freight Agreement that they will be required to join the Union prior to their em-

ployment on or after the thirty-first calendar day following their first day of employment for any employer signatory to this Agreement.

Union dues will be deducted in accordance with the provisions of Article 3, Section 3.

#### **Section 4. Entry Rates (New Hires)**

New Entry Rates (Effective April 1, 2019)

Effective April 1, 2019, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay.

CDL Qualified or Mechanics Effective April 1, 2019, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

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

(b) Effective first (1st) day of employment plus one (1) year ninety-five percent (95%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years one hundred percent (100%) of the current rate.

Regular, full-time employees in these two categories who currently are in progression also shall be moved to one hundred percent (100%) of the applicable wage rate effective April 1, 2019.

Effective April 1, 2019, CDL-qualified employees hired into driving positions who are not currently on the seniority list at a carrier covered by this Agreement, but who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at 100% of the full contract rate of pay provided they have not had a break in service in excess of three (3) years.

Non-CDL Qualified Employees Effective April 1, 2008, all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression:

- (a) Effective first (1st) day of employment—seventy percent (70%) of the current rate.
- (b) Effective first (1st) day of employment plus one year—seventy five percent (75%) of the current rate.
- (c) Effective first (1st) day of employment plus two years—eighty percent (80%) of the current rate.
- (d) Effective first (1st) day of employment plus three years—one hundred percent (100%) of the 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.

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

## **ARTICLE 42. ABSENCE**

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

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours’ written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer’s operations due to lack of available employees.

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

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment, except with the permission of the Employer and the Local Union. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare, and pension payments before the leave may be approved by either the Local Union or the Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism or drug abuse. 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.

The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer, when undergoing treatment for alcoholism or drug use.

## **ARTICLE 43. SENIORITY**

### **Section 1. Company and Terminal Seniority Defined**

Terminal seniority shall prevail. Company seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer since the employee's last date of hire. Terminal seniority for employees covered by this Agreement shall

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

There shall be a general rebid at the starting of this contract and on each new contract thereafter.

## **Section 2. Application of Company and Terminal Seniority**

Company seniority as established above shall only be recognized and considered in determining vacation rights. Terminal seniority as above defined in Article 43, Section 1, shall prevail, providing the employee can perform the work in the following circumstances:

- (a) Annual bidding of road runs.
- (b) Annual posting of starting times for city drivers and dock employees, etc.
- (c) Layoffs.
- (d) Newly created runs or vacated runs.
- (e) Recalls after layoff.
- (f) Vacancies and job opportunities.

Company seniority or terminal seniority shall not apply to the following conditions:

- (a) Assignment of equipment in the road or peddle operation.
- (b) Starting or dispatch time in the road or peddle operation.

Disputes arising over dispatch shall be settled by mutual agreement by the Local Union and the affected Employer.

### **Section 3. Termination of Seniority**

Company seniority and terminal seniority shall be terminated and the Employer-employee relationship shall be severed by the following conditions:

(a) Proper discharge.

(b) Voluntary quit.

(c) Normal or early retirement.

(d) Layoff of five (5) years. Any driver properly laid off by a letter, in accordance with Article 43 of the Agreement, shall lose all seniority if continued in a laid-off status for a five (5) year period. Since the Agreement provides that such laid-off employee shall be offered extra work opportunity before using casuals, this can cause a hardship. It is, therefore, mutually understood that such laid-off employee must be used at least thirty (30) working days per year or the five (5) year period will continue to run from the date of the original letter of layoff. Of course, if such laid-off employee is used thirty (30) working days within any of the five (5) years subsequent to the date of the letter of layoff, he will begin a new five (5) year period dating from the 30th working day. By the same token, a legitimate recall at any time during such period will automatically toll the running of such five (5) year period.

(e) Absence without report for 72 hours after release from duty, except in extreme emergencies (nonscheduled working days excepted).

(f) Noncompliance with Article 42, Section 2, Leave of Absence.

(g) Failure to observe requirements of Article 43, Section 6, Reduction in Force and Recall.

### **Section 4. Posting of Seniority List**

Within thirty (30) days after signing of this Agreement, Employer shall post in a conspicuous place at the employee's home terminal, a list of employees arranged according to their seniority working out of such

terminal and covered by this Agreement. Claims for corrections to such lists must be made to the Employer within thirty (30) days after posting and after such time the lists will be regarded as correct. Any controversy over the terminal seniority standing of the employees on such lists if raised within such thirty (30) day period shall be submitted to the Grievance Procedure as established by this Agreement.

## **Section 5. Posting of Bids**

Vacancies, new runs, or job opportunities shall be subject to seniority and shall be posted for bid if requested. The employee with the highest seniority who bids shall receive such vacancy, new run or job opportunity. Seniority shall govern the assignment of equipment. Posting shall be in a conspicuous place at the employees' place of employment so that all eligible employees shall receive notice of vacancies, new runs, or job opportunities open for bid if requested. Such posting shall be for a period of seven (7) days. Known absences of thirty (30) days or more shall be posted for bid to the seniority board.

An annual posting of work schedules in the local cartage operation will take place on each anniversary date of this Agreement. The Employer shall post a schedule consisting of starting time, classification and days off consistent with efficient operation. Such schedule shall be posted for a seven (7) day period. This Article is not to be construed so as to prohibit the Employer's right to change such schedule in accordance with the procedures outlined in this Agreement, if and when operational necessity makes it necessary to do so.

## **Section 6. Reduction in Force and Recall**

In reducing the work force, the employee lowest on the terminal seniority list shall be laid off first and when the force is again increased the employees are to return to work in reverse order in which they were laid off.

There shall be one combined seniority list covering employees under this Agreement; however, it is understood by the parties hereto that there will be no indiscriminate exercise of seniority privileges in regard to bumping within city classification or from city classification to road classification and vice versa.



Therefore, it is agreed that when an employee begins his workweek in the city he must remain in that particular classification for the remainder of that workweek and shall not be entitled to bump into road classification until the beginning of the next workweek. The same would apply in reverse with respect to an employee who begins his workweek on the road. This is not to be construed as limiting the use of drivers in combination work where such is necessary to efficient operation.

When an employee changes from city classification to road classification, or vice-versa, at the beginning of a given workweek such employee shall not be permitted on own volition to change back for a period of one (1) year or for the remainder of any given bid period. This would not affect such employee's seniority rights in the event of a general rebid which might result from necessary operation changes which might become necessary for the Employer to make. However, the Local Union shall be notified at least seven (7) days prior to the posting of any new bid. However, should any such employee be laid off during such year, he may bump any employee who has less terminal seniority who is still working, provided he is qualified. However, if and when regular work opportunity is again available in his previous classification, he must return to such previous classification, at the beginning of the next workweek.

Should the Company eliminate any employee's bid job during such year he may bump any employee who has less terminal seniority who is still working, provided he is qualified.

In the event a bid is being replaced by the Company because of an employee's undetermined period of absence the bid is restricted to be filled within the Local Cartage or Over-the-Road Classification and when the employee(s) return to work they shall return to their former bid positions. In recalling the laid-off employee, the Employer shall notify him by registered mail sent to the address last given the Employer by the employee. Within 72 hours after receipt at such address of the Employer's letter, unless by mutual agreement, the employee must notify the recall office by registered mail or telegram of his intention to return to work. Such employee must also return to work within two (2) weeks of receipt at such address

of the Employer's letter, unless by mutual agreement. Failure of the employee to comply with either of these conditions shall be considered an automatic termination of his employment. Prior to the return to work of such recalled employee, casual or part-time employees may be used without violation of seniority.

For the purpose of determining the status of an employee (active/inactive) who is involved in a change of operation or merger, when such employee has been laid off by letter and has been utilized for other than replacement work for fifteen (15) days in forty-five (45) calendar days back from the cut-off date established by a Change of Operations Committee, he shall be considered as being an active employee for all purposes.

## **ARTICLE 44. GRIEVANCE MACHINERY COMMITTEE**

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

The Operators and the Unions in each of the following states shall together create a permanent Joint State Committee for such state: Michigan, Ohio (including Wheeling, West Virginia), Indiana, Kentucky (including West Virginia except Wheeling), Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska and Kansas. The Joint State Committee shall consist of an equal number appointed by Employers and Unions but no less than three (3) from each group. Each member may appoint an alternate in his place. The Joint State Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. Each Joint State Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its state.

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

The Operators and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location.

### **Section 3. Contiguous Territory**

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to the Joint State Committee for handling, and after such reference, shall be handled under the usual procedures of that Joint Kentucky State Committee.

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

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

### **Section 5. Attendance**

Meetings of all Committees above referred to must be attended by each member of such committee or his alternate.

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

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

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

### **Section 1.**

The Union and the Employers agree that there shall be no strike, lock-out, 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. Any employee having a grievance, and/or his shop steward, shall first attempt to settle it with the Employer. All grievances must be made known to the other

party within five (5) working days after the reason for such grievance has occurred or within five (5) working days after the driver has reported back to his home terminal. If unable to settle such grievance within a total of fifteen (15) days after the reason for such grievance has occurred, such grievance must be reduced to writing and submitted to the Employer by the Union representative, or the complaint will be automatically voided. After such grievance is reduced to writing and properly submitted, it shall then be taken up between the Employer and the Local union involved. Failing adjustment by these parties, the following procedure shall then apply:

(a) Where the Joint State Committee, by a majority vote, settles a dispute, no appeal may be taken to the Eastern Region Joint Area Committee. Such a decision will be final and binding on both parties. Provided, however, that the Joint Area Committee shall have the right to review and reverse any decision of the Joint State Committee and make a final decision on the case if the Joint Area Committee has reason to believe the decision was not based on the facts as presented to the State Committee or in the possession of either party and not presented to the State Committee provided further, however, that such action by the Joint Area Committee may be taken only by unanimous vote.

(b) Where a Joint State Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Joint Area Committee at the next regularly constituted session.

(c) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by the State Secretary for the Union or the State Secretary for the Employers at the request of either the Employers or the Union, parties to the issue, with notice to the other Secretary, to the Joint Area Committee at any time for final decision.

At the request of the Company or Union representative, the Joint Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(d) Deadlocked cases, including discharges, at the Eastern Region Joint Area Committee, shall be referred to the Eastern Region Review Committee. If deadlocked by the Eastern Region Review Committee, it shall be referred to the National Grievance Committee for resolution. Deadlocks of the National Grievance Committee shall follow the procedures in Article 8 of the National Master Freight Agreement.

(e) Failure of any Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of Article 45.

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

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

## **Section 2.**

It is further mutually agreed that the Local Union will, within two weeks of the date of the signing of this Agreement serve upon the Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, 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 authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any other 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. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during

any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement. It is further agreed and understood that the Freight Division and the Eastern Region of Teamsters shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by the Freight Division, and Eastern Region of Teamsters. The Eastern Region shall, within twenty-four (24) hours after request is made, declare and advise the party making such request, by telegram, whether the Region has authorized any strike or stoppage of work. The Eastern Region shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore. It is understood and agreed that failure of the Eastern Region of Teamsters to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

### **Section 3.**

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

ing therefrom. Action for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees.

Delinquent Employers must also pay all attorney's fees and costs of collection.

#### **Section 4. National Grievance Committee**

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

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

The Employer shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension without the consent of the Union shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is failure to meet the minimum requirements for safe driving under paragraph 391.25 of the Motor Carriers Safety Regulations issued by the Department of Transportation, unprovoked physical assault on anyone while on duty or on Company property, dishonesty, drinking on duty, reporting to work under the influence of intoxicating liquor, drug intoxication, as provided in Article 35, Section 3 of the National Master Freight Agreement, failing to report an accident, deliberate off-route operations, proper cancellation of surety bond or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers, intentionally committing malicious damage to the Employer's equipment or property, or has intentionally abandoned his equipment, or sexual harassment—ability of Employer to take employee out of service immediately for proven sexual harassment. Warning letters must be presented or post-marked no later than ten (10) days following the Employer's knowledge of the violation except in those cases where a letter of investigation was issued within such ten (10) day period. Letters of investigation for accidents shall be valid for forty (40) calendar days

from the date of accident. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The Joint State Committee and the Eastern Region Joint Area Committee shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning letter must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. 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. The present procedure with respect to warning letters will be continued during the life of this Agreement. If no decision has been rendered on appeal within thirty (30) days, the case shall be taken up as provided for in Article 45, Section 1, of this Agreement. Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Uniform rules and regulations with respect to disciplinary action may be drafted but must be approved by the Local Union and the Joint State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

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

### **Section 1. Examinations**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other employees only for time spent in the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case, only for those



hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious illness or injury within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer. 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 re-examined at the Union's expense.

If the two physicians disagree, they shall mutually agree upon a third physician, within seven (7) days, whose decision shall be final and binding on the Company, the Union and the employee. Neither the Company, the Union, nor the employee will attempt to circumvent the decision. The expense of the third physician shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

## **Section 2. 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 3. Polygraph**

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

## **Section 4.**

It is mutually understood that, under normal circumstances, the Company will furnish equipment for the employees to take any CDL test required by law.

# **ARTICLE 48. MEAL PERIOD**

## **A. Over-the-Road Operation**

Drivers shall except by mutual agreement, take at least one continuous hour for meals but not less than thirty (30) minutes nor more

than one (1) hour each ten (10) hour period. Meal period shall not be compulsory at terminals where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

## **B. Local Cartage Operation**

Employees shall, except by mutual agreement, take at least one continuous thirty (30) minute period for meals each day. No employee shall be compelled to take more than one (1) continuous thirty (30) minute period during such period nor compelled to take any part of such continuous thirty (30) minute period before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the 4th or after the 6th hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place. One ten (10) minute break in first half of the shift and one ten (10) minute break in second half of shift. There will be an additional ten (10) minute break after the tenth (10th) hour and one every two (2) hours thereafter.

## **ARTICLE 49. LODGING**

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal, and shall be maintained at present day standards.

In lieu of the Employer furnishing comfortable sanitary lodging, the employee shall be paid Twenty-Six Dollars (\$26.00) for each rest period provided he presents a receipted bill therefore. Where accommodation is unavailable at such figure and it is necessary for driver to pay in excess of the above amount, he shall upon presenting a receipt of payment receive reimbursement of actual cost of room.

Comfortable, sanitary lodging shall mean a room with not more than one (1) driver sleeping in it at the same time (unless otherwise specified), with janitor service, clean sheets, pillow cases, blankets, adequate heating, good ventilation and easy access to clean toilet facilities with hot and cold running water, and shall also be equipped with showers and/or bath and air-conditioned rooms except in case of an emergency.

Except at the Company owned dormitories road driver lodging shall be maintained on the basis of one driver per room except in emergencies.

There shall be no bunk beds or double beds. In addition, dormitories in new terminals must be soundproofed. In all terminals with dormitories there shall be a driver's waiting room maintained at present day standards. In all other cases where the Company doesn't provide drivers with a waiting facility which is adequate under the circumstances, it shall be taken up as a grievance.

Existing dormitory facilities at Company owned terminals shall conform to the above specifications, excepting two drivers from the same domicile can be housed in one room, providing no more than one hour has elapsed from the check-in time at the terminal. New dormitories shall comply with the above specifications, excepting one driver may be housed in a partitioned cubicle.

Existing dormitories or other accommodations utilized as dormitories which presently are allowed to house more than one (1) driver per room shall be allowed to continue such operation until March 31, 1980. After March 31, 1980, all road driver lodging shall be maintained on the basis of one (1) driver per room.

By mutual agreement between the parties, employees may be housed or lodged in a dormitory in the Employer's terminal, it being understood that it shall conform to the requirement provided for herein.

No new dormitory at Company owned terminal shall be permitted unless jointly approved by the Union and Employer, subject to Joint State Committee approval.

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 suitable darkened during daylight hours.

If no bus or other public transportation is available within a reasonable distance of terminal, Employer shall provide or pay transportation to and from terminal to lodging. Before use of taxicab, employee must secure approval of supervisor, if such supervisor is on duty or made available by previous instruction. Room rent of owner-drivers shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rate or above.

Upon arrival at such layover point, the driver shall be entitled to delay for time spent in excess of one (1) hour waiting for a room which is ready and available for occupancy.

## **ARTICLE 50. PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. Not more than fourteen (14) days shall be held on an employee. All other employees shall be paid at the end of their working period. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Where not prohibited by State law, electronic funds transfer will be mandatory for employees hired after April 1, 2008. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee.

The Employer agrees to pay additional or extra men called from the Union at the completion of their work whenever it is possible to do so, or to mail a check to the employee at the address designated by the employee.

## **ARTICLE 51. PAID-FOR TIME**

### **A. Over-the-Road Provisions:**

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

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that 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 the hourly rate except when over-the-road drivers are required to complete their own hook or swap out. In the case of swap outs or hooks, the driver will be paid fifteen minutes per pin.

Fuel stop required or ordered by the Employer shall constitute time in the service of the Employer and the compensation for such time shall be computed on the basis of the actual time spent.

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

Drivers called to work shall be allowed sufficient time, not to exceed one and one-half (1 1/2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time they report and register in, as ordered. Thirty (30) minutes tolerance as to reporting time shall be allowed both Employer and employee. Employees who are called and report for work but are not put to work shall receive a minimum of six (6) hours' pay at the hourly rate specified in this Agreement. If put to work, such employee shall be guaranteed a minimum of eight (8) hours' work or pay equivalent at the hourly rate specified in this Agreement.

#### **Section 3. Layover**

When on compensable layover on Sundays and holidays there shall be a meal allowance of Twelve Dollars (\$12.00), five (5) hours thereafter another meal allowance of Twelve Dollars (\$12.00), and five (5) hours later a third meal allowance of Fourteen Dollars (\$14.00).

No more than three (3) meals will be allowed during any 24-hour period. The Employer agrees that employees on out-of-town hauls when laid over at distant terminals shall be returned to work as soon after twelve (12) hours as possible and when laid over longer than fourteen (14) hours they shall be considered on duty after the end of the fourteenth (14th) hour and shall be guaranteed two (2) hours pay at their regular hourly rate in any event for layover time. If he is held over more than two (2) hours he 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 employee is entitled, if he is put to work at any time within the twenty-two hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hour period with layover pay commencing after the tenth (10th) hour.

Unless agreed otherwise by the Union and Employer, a driver required by the Employer to take a layover period at any away-from-home point, either a foreign terminal or at a way-point, for more than eight (8) hours, shall be guaranteed a minimum of eight (8) hours' work or pay equivalent before being ordered by the Employer to take another layover. A statutory rest period shall not be considered a layover order by the Employer.

#### **Section 4. Breakdowns or Impassable Highways**

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. Where an employee is held longer than an eight (8) hour period, he shall, in addition be furnished clean, sanitary, comfortable lodging.

Time required to be spent with the equipment shall not be included within the first eight hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

## **Section 5. Deadheading**

In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus cost of transportation.

## **Section 6. Bobtailing**

Driving of tractor without trailer shall be paid on the same basis as the driver of a single axle trailer.

## **Section 7. Runaround**

When any driver is runaround, he shall receive the hourly rate for all time from the time the truck that ran around him left, until he is dispatched, not to exceed the earnings opportunity lost on the trip where the runaround 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 runaround under the provisions of this Agreement when other trucks lower on the lineup leave ahead of them, but the driver who reports as instructed shall be paid in accordance with Section 1 of this Article.

## **B. Local Cartage Provisions:**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that 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.

## **ARTICLE 52. PICKUP AND DELIVERY LIMITATIONS**

The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one en route pickup of a solid load at point of origin and one delivery of a solid load at destination shall be allowed within the presently established twenty-five (25) mile radius, provided the driver receives the following rate or the prevailing city scale, if higher, for such service, including time lost through delivery. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage contract which prohibits such pickup and delivery.

### **Per Hour**

Effective 4/1/19

\$23.1085

*See National Economic Summary*

Except at home terminals, road drivers may be required to handle freight to and from their tail gate in connection with the load or loads assigned to them. Road drivers doing combination road and city work in the same week shall be paid in accordance with the provisions of Article 40, Section 3. It is further agreed that all pickup and/or delivery limitations in this Article shall not prohibit a driver from making pickups and/or deliveries at points en route and intermediate terminals or when the Employer's terminal is not in operations.

Peddle run drivers shall be allowed to perform their normal duties of their runs.

It is specifically agreed that none of the limitations contained in this Article shall apply to the transportation of iron and steel as defined in Article 62 of this Agreement.

## **ARTICLE 53. GUARANTEES—TWENTY-FOUR HOURS SHALL CONSTITUTE A DAY**

### **Section 1. Minimum Guarantees**

(a) All regular employees except the youngest employee in each classification shall be paid not less than eight hundred forty Dollars



(\$840.00) each week unless they are off or are not available to work during such week.

(b) The youngest employee in each classification shall be worked the hours available to him without guarantee, except that no Employer shall be permitted to employ extra men to avoid giving such employee a full week's work.

(c) Holidays occurring during any workweek shall not relieve the Employer of the responsibility of maintaining the guarantee to his employees, nor shall layoff of several days duration over a holiday period caused by shutting the operation down in its entirety over the holiday period.

(d) Legitimate layoff caused by reduced tonnage, fires, floods, or other acts of God, or strikes at terminals not covered by the West Virginia Agreement shall not be restricted and when such layoffs occur, the employees affected shall not be guaranteed any hours beyond hours worked in the week in which the layoff occurs, or in the week of such employee's return to work providing such employees are given their regular work turn during the portion of such week worked.

(e) Any employee ordered to report, who is able to work and reports, shall receive not less than six (6) consecutive hours' pay and if put to work shall receive not less than eight (8) consecutive hours' pay.

(f) No employee shall be compelled to report for work at his home terminal until he has had ten (10) hours off duty time.

(g) The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal provided there is no delay in the movement of freight.

(h) In the event the youngest employee works forty hours or more for five consecutive weeks, the company must post a new bid.

## **Section 2. Agreed-Upon Runs**

The present compensation for agreed-upon runs shall not be disturbed except to be increased in accordance with the increases agreed upon for the first year of this Agreement. It is understood, however, that

where the mileage rate is greater than any guarantee, such mileage rate shall prevail. It is further mutually agreed that where disputes regarding bona fide agreed runs are made, such disputes shall be referred to the Joint State Committee for consideration and final decision, with the intent of ultimately eliminating all such established agreed runs.

## **ARTICLE 54. MILEAGE AND HOURLY RATES FOR OVER-THE-ROAD DRIVERS**

### **Section 1. Rates**

(a) The rate of pay per mile for drivers on all runs other than peddle runs shall be as follows:

Single Axle Units	Per Mile
Effective 4/1/19	61.256¢
<i>See National Economic Summary</i>	

Tandem Axle Units (4 Axles)	Per Mile
Effective 4/1/19	61.150¢
<i>See National Economic Summary</i>	

Tandem Axle Units (5 Axles)	Per Mile
Effective 4/1/19	62.128¢
<i>See National Economic Summary</i>	

Tandem Axle Units Carrying a Cargo of 40,000 lbs. or more and Jeeps	Per Mile
Effective 4/1/19	61.363¢
<i>See National Economic Summary</i>	

Double Bottom Units or a Combination of Vehicles or Units	Per Mile
Effective 4/1/19	62.128¢
<i>See National Economic Summary</i>	

The payment for all work performed shall be at the mileage or hourly rate, whichever is greater. A reasonable explanation of delays must be provided where the hourly rate is the greater. The rate for all

time for which the driver is entitled to compensation as other than driving shall be:

	Per Hour
Effective 4/1/19	\$23.1085
<i>See National Economic Summary</i>	

(b) When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased one-half (1/2) cent per mile in the mileage rate and fifteen (15) cents in the hourly rate. Such increases are to apply only on driving time.

Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot, shrapnel, warheads, powder, and flake T.N.T., that carry the term "fixed." (The penalty shall not apply to "Small Arms Ammunition" carrying the term "fixed.")

## **Section 2. Overtime**

Time and one-half the applicable hourly rate shall be paid for all hours worked by peddle run drivers in excess of forty (40) hours per week.

## **Section 3. Mileage Determination**

Employees working under this Agreement shall be paid for actual miles driven, over routes designated by the Employer, as measured from terminal to terminal, including any additional via miles.

The method of measuring mileage under this provision will be determined by the appropriate Joint State Committee which may be by either joint logging with a calibrated odometer or any other mutually agreed to method. Failing such mutual agreement, the miles must be logged. The Committee must determine the point-to-point intercity mileage based on designated routes operated between cities which must be submitted to the Committee by the Employer within sixty (60) days from the effective date of this Agreement. The Committee must then notify the Employer in writing of the results of the mileage determination as a result of this procedure within six (6)

months of the effective date of this Agreement, and such mileage will be effective at the end of such six (6) month period.

If, subsequent to the afore-mentioned six (6) month period, the previously designated routes are changed for any reason or a new route is established, either party may make a written request for a new mileage determination by the Joint State Committee, and such request shall be granted within thirty (30) days from receipt thereof, and the new mileage will be effective on the date of determination by the Committee.

Any change in mileage resulting from the above procedure shall not result in any retroactive pay to a driver or refund from a driver provided the signator Employer has complied with the method set forth in this Article.

### **Guidelines for Implementing Terminal to Terminal Mileage**

It is the intent of the parties that the following guidelines will be followed in making the transition from Post Office to Post Office mileage to terminal to terminal mileage:

- (1) The appropriate Joint State Committee may appoint a Subcommittee for mileage determination in their area.
- (2) Mileage will be measured from an agreed to circumference point on the outskirts of an origin terminal city to another such point in the destination terminal city.
- (3) Mileage determination from the circumference point to the terminal or any via mileage determination will be the responsibility of the individual company involved.
- (4) Any Company who fails to implement the terminal to terminal mileage formula on the effective date of change-over will make retroactive payment on any mileage increase when the correct mileage is determined. If there is a mileage decrease, there shall be no retroactive deduction from the driver's pay.

(5) As a general guideline in determining which Joint State Committee should measure the miles in overlapping Committee jurisdictions, the Committee who has the major portion of the run in its jurisdiction will be responsible. However, all State Committees are encouraged to coordinate their efforts to avoid any duplication.

(6) When the Joint State Committee has determined the mileage(s) as requested by Company(ies), they will immediately notify such Company(ies) in writing, and the mileage change will be instituted by the Company upon receipt thereof.

Formulate on company wide basis a mileage determination method whereby all of the company's domiciles will be paying mileage on the same basis if requested system wide by carrier.

## **ARTICLE 55. PEDDLER RUNS**

### **Section 1. Definition**

A peddle run driver is defined as a road driver who is employed on runs outside of the City Pickup and Delivery area, in which pickup and/or delivery of freight from or to shipper, consignee and terminal or terminals en route are performed, where such driver returns to his domiciled terminal daily within twelve (12) hours. Direct en route pickup and/or delivery within presently established twenty-five (25) mile radius area which are in conjunction with his normal route shall be permitted. Pickup and/or delivery of trailers or delivery of freight to Employer's terminal is not a peddle run operation.

### **Section 2. Rate of Pay**

Hourly rates of pay for peddle run drivers shall be:

	Per Hour
Effective 4/1/19	\$23.1085
<i>See National Economic Summary</i>	

### **Section 3. Guarantee**

Peddle run driver shall receive the same weekly guarantee as the road drivers and the same weekly overtime provision. Any employ-

ee ordered to report, who is able to work and reports, shall receive not less than six (6) consecutive hours' pay, and if put to work shall receive not less than eight (8) consecutive hours' pay.

#### **Section 4. Combination Peddle City**

Peddle run drivers doing combination peddle and city work in the same workweek shall be paid in accordance with the provisions of Article 40, Section 3.

### **ARTICLE 56. TWO-MAN OPERATION**

If and when an Employer, party to this Agreement, enters into the field commonly called "Two Man Operation", the parties hereto agree to negotiate an Addendum to cover such operation.

### **ARTICLE 57. VACATIONS**

#### **Section 1. Vacation Allowance**

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period, shall receive a vacation with pay of one (1) full week where they have been employed one (1) year; two (2) full weeks where they have been employed two (2) years; three (3) full weeks where they have been employed eight (8) years; four (4) full weeks where they have been employed fifteen (15) years; five (5) full weeks where they have been employed twenty (20) years; and effective January 1, 2004, six (6) full weeks where they have been employed thirty (30) years or more. Company convenience days shall count as days worked.

Employees shall be given their vacation pay before starting their vacations, upon notice of one (1) week to the Employer.

#### **Section 2. Eligibility Requirements**

It is understood that during the first year of employment the employee must work sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for the full year. During the second and subsequent years, the employee must

have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period. Time lost due to sickness or injury shall be considered days worked. This shall not apply where an employee has been off due to sickness fifty percent (50%) or more of the total working days during any twelve (12) month period.

In the event the Employer-employee relationship is severed during the second or subsequent years and the employee has not worked sixty percent (60%) of the anniversary year, the employee is to receive a pro rata vacation which is computed for each week of vacation being computed on the basis of 1/52nd of the employee's earnings since his last anniversary.

An employee shall not be compelled to take his vacation while on mandatory duty with the Militia, or similar Government duty.

### **Section 3. Computing Vacation Pay**

A full week's vacation pay shall be computed on the basis of one fifty-second (1/52nd) of the employee's earnings for the preceding calendar year, except that the first year the employee's anniversary year earning shall be used in computing vacation pay.

### **Section 4. Vacation Schedule**

The Employers covered by this Agreement shall post a vacation schedule each year which is consistent with their respective operational requirements. Such vacation schedule shall be posted in a conspicuous place for a thirty (30) day period commencing January 1 of each year, during which time all employees who will be eligible, under provisions of this Agreement, to take a vacation, shall be required to select, in the order of their seniority, the week or weeks they want. Should any employee fail to select his vacation during the thirty (30) day period above mentioned, such employee will be assigned a time for his vacation by the Employer, such time not to interfere with the vacation of employees who have selected their vacations during the thirty (30) day period mentioned above.

Any employee who changes from road to city classification or from city to road classification at bid time and who preselected a vacation week that is now filled under his new bid classification must select from the remaining open weeks that are available on the vacation schedule, or employee will be assigned a time for his vacation by the employer.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of twelve percent (12%) of the total number of employees by classification shall be permitted to go on vacation. The employer must allow a minimum of twelve percent (12%) of the active employees to be on vacation each day of the year. Each employee may split two (2) weeks of their earned vacation into a maximum of ten (10) calendar days. The employee must give a minimum of forty-eight (48) hours notice to the company in order to utilize this provision. When the employee takes the first day of such vacation, one day at a time, he will be paid for a full weeks vacation, except however, if the employee makes a written request, at the time of scheduling such one-day vacation, he will be paid for such days with his check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above-mentioned twelve percent (12%). However, when a holiday falls within the period of an employee's vacation and an additional day(s) off is granted, such additional day(s) in this instance only will not be included in the twelve percent (12%) computation. Full week vacation have preference over single day vacations during the sign-up period agreed to by each Local Union. Any changes granted after the sign-up period will be on a first come, first serve basis.

It is understood and agreed by the parties hereto that the Employer shall have the right to determine the number of employees that shall be off in any one (1) week consistent with efficient operations.

## **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.

## **ARTICLE 58. HOLIDAYS**

The following named holidays or the days observed as such, but not both, shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and two (2) personal holidays. With regard to the Personal Holiday, employees must give seven (7) days notice to Employer prior to taking such holiday. In order to qualify for the personal holiday, the employee must be listed on the active or inactive seniority roster at the commencement of each contract year (April 1, 1998; April 1, 1999, etc.) and be on the active seniority roster at the time the personal holiday is taken.

Regular road drivers performing work on the holidays stated above shall be paid a total of four straight time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.

Regular local cartage employees called to work on any of the above listed holidays shall be paid a minimum of eight (8) hours' pay at one and one-half (1 1/2) times the regular rate in addition to the eight (8) hours referred to above.

In order to qualify for holiday pay, it is provided that the regular or extra employee must work his scheduled workday immediately preceding or following the holiday except, if said employee has agreed to do so and has not exhausted his hours of work, or is unable to work on account of proven illness, or unless absence is mutually agreed to.

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to proven illness in the same manner as an occupational injury is handled.

Employees who are serving their 30-day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay, or an extra day off with pay in lieu thereof. Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to occupational injury.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also 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 contract. An employee who is 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.

Any laid-off employee on the company seniority list who works a day within fifteen (15) calendar days before or after a recognized holiday shall receive pay for such holiday. Any laid off employee on the Employer seniority list who works a day within fifteen (15) calendar days before or after a recognized holiday shall receive pay for such holiday; however, any such laid off employee who declines work on any day during the qualifying period for such holiday(s) is not entitled to be paid for the same except in cases of absence due to illness, injury or mutual agreement. This shall apply uniformly throughout the Supplemental Area regardless of present practice in this regard.

## **ARTICLE 59. HEALTH AND WELFARE**

### **Section 1. Contribution**

Effective April 1, 2019, the Employer agrees to contribute the sum of \$422.70 per week to the Employer-teamsters Local Union Nos. 175 and 505 Health and Welfare Fund for all regular employees cov-

ered by this Agreement and on the payroll of the employer thirty (30) days or more for an insurance program to be administered jointly by Employers and Union in compliance with all applicable State and Federal laws and regulations. Premiums shall be paid on every qualified employee who has worked thirty (30) or more days and is on the seniority list, provided such employee shall work some part of the week or is on paid vacation. Company convenience days shall count as days worked.

Effective August 1, 2019 and each August 1 thereafter during the life of the Agreement, the Employer 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.

August 1, 2019	\$ .50 per hour
August 1, 2020	\$ .50 per hour
August 1, 2021	\$ .50 per hour
August 1, 2022	\$ .50 per hour
August 1, 2023	\$ .50 per hour

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 Employer, 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 Employer 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 Employer. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

The Joint National Master committee shall determine the form and nature of the information to be submitted by the respective Health and Welfare Funds.

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to

request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by 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 Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions need not be paid for a period of more than twelve (12) months.

In the event the effective dates referred to above fall on Tuesday or later in that first calendar week the new contribution increase will be effective the following calendar week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence the Employer shall continue to make the required contribution for a period of four (4) weeks.

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

## **Section 2. No Double Coverage**

Contributions to the Employer-Teamsters Local Union Nos. 175 and 505 Health and Welfare Fund must be made for each week on each

regular employee as provided herein, however, if the employee is covered under another fund by the Union contract, the Employer shall not be required to pay twice on the same employee for the same week. All contributing Employers must use the reporting forms required by the Trustees and comply with instructions of the Trustees in filling out such forms.

For and in consideration of the increases in Health and Welfare premium provided herein, it is understood by the parties hereto that any Employer who has been providing Health and Welfare benefits under a similar but unrelated program shall have the option of discontinuing such other plan, effective April 1, 1988, or of allowing the employees covered to continue under such other program provided they pay the premiums beginning April 1st, and thereafter. The intent of this Section is to eliminate the burden of compulsory double coverage, with regard to Health and Welfare.

The Trustees or their designated representative 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 individuals, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employers contribution obligation.

## **ARTICLE 60. PENSIONS**

### **Section 1.**

#### *See National Economic Summary*

Effective April 1, 2019, the Employer agrees to contribute the sum of \$80.50 per week to the Employer-Teamsters Local Union Nos. 175 and 505 Pension Fund for all regular employees covered by this Agree-

ment who have been on the payroll thirty (30) days or more for a pension program to be administered jointly by Employers and Unions in compliance with all applicable State and Federal laws and regulations. Premiums shall be paid on every qualified employee who has worked thirty (30) or more days and is on the seniority list, provided such employee shall work some part of the week or is on paid vacation. Company convenience days shall count as days worked.

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by 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 Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

Compliance with this provision shall supersede the Employer's obligation to the Union to continue any like program provided at this time by the Employer for employees covered by this Agreement, further provided that no employee shall forfeit his accrued interest in any pension or bonus plan in which he is participating now or at the time this Article becomes effective. There shall be no other Pension fund under this Agreement for operations under this Agreement.

In the event the effective dates referred to above fall on Tuesday or later in that first calendar week the new contribution increase will be effective the following calendar week.

Effective April 1, 2008, the Employer will pay sixteen dollars and ten cents (\$16.10) per day into the applicable Pension Fund so that casual, extra or probationary employees may be covered by such Pension Fund after 1,000 hours of employment. The casual pension rate will be increased effective August 1 of each contract year to provide that the casual pension rate will be one-fifth (1/5th) of the then current weekly pension contribution rate.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions need not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

## **Section 2. No Double Coverage**

Contributions to the Employer-Teamster Local Union Nos. 175 and 505 Pension Fund must be made for each week on each regular employee as provided herein; however, if the employee is covered under another fund by Union contract, the Employer shall not be required to pay twice on the same employee for the same week. All contributing Employers must use the reporting forms required by the Trustees and comply with instructions of the Trustees in filling out such forms.

For and in consideration of the Pension obligations assumed by the Employer under this Agreement, said Employer shall be under no further obligation as a result of this Agreement, to continue contributions that he might be making under a similar, but unrelated Pension program. The intent of this Section is to eliminate compulsory double coverage with regard to Pension benefits.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into ap-

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 all such Trustees within the scope of their authority.

### **Section 3. Retirement**

The Trustees of their designated representative 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.

## **ARTICLE 61. SEPARATION OF EMPLOYMENT**

Upon discharge, the Employer shall pay all money due to the employee within seventy-two (72) hours, with the exception of vacation pay which shall be deferred pending final disposition by the appropriate grievance committee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting.

## **ARTICLE 62. STEEL HAUL**

If and when an Employer, party to this Agreement, enters into the field commonly called "steel haul," the parties hereto agree to negotiate an addendum to cover such steel haul, satisfactory to the parties signatory to this Agreement. If and when Central States Area Steel Haul Rider is negotiated, the parties hereto shall be invited to participate in such ne-



gotiations to the end that an area steel haul rider shall cover West Virginia steel haul as affected by the territory covered by the Agreement.

## **ARTICLE 63. SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to. The Employer also agrees to furnish cold water in its terminals for drinking purposes.

## **ARTICLE 64. SUSPENDED LICENSE**

When a road driver's or local cartage driver's permit has been revoked for a driving violation while on duty, for reasons other than those for which he can be discharged, the Company shall grant a leave of absence under Article 42, Section 2, up to one (1) year.

## **ARTICLE 65. PROTECTIVE APPAREL**

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. Terminal yardmen and hostlers shall be provided with rain gear.

## **ARTICLE 66. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of 350 miles and such day after the funeral would otherwise have been a compensable work day for the employee.

In the event of a death of an employee's current mother-in-law or father-in-law, the employee will be compensated one (1) day's pay (not to exceed eight {8} hours) for the day of the funeral when the

employee attends the funeral. All other rules regarding funeral leave shall apply to this provision.

## **ARTICLE 67. SPLIT SHIFTS**

There shall be no “split shifts” in the Local Cartage Operations.

## **ARTICLE 68. LEASED EQUIPMENT— LOCAL CARTAGE OPERATION**

### **Section 1. Rates**

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

### **Section 2. Method of Payment**

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

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

### **Section 3. Owner-Operators**

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

## Section 4.

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

# ARTICLE 69. LOCAL CARTAGE WAGES

## Section 1. Hourly Rates and Weekly Earnings Guarantees

The following hourly rates of pay and weekly earnings guarantees shall apply as set forth. City Drivers, Checkers, Machine Lift Operators, Switchmen (Hostler), and Teamster Riggers. (Twenty-five cents (\$.25) per hour differential for Riggers).

	Hourly Rate	Guaranteed Weekly Earnings
Effective 4/1/19	\$23.1085	\$924.34
<i>See National Economic Summary</i>		

### DOCKMEN

	Hourly Rate	Guaranteed Weekly Earnings
Effective 4/1/19	\$22.998	\$919.92
<i>See National Economic Summary</i>		

### CALLERS

	Hourly Rate	Guaranteed Weekly Earnings
Effective 4/1/19	\$23.0235	\$920.94
<i>See National Economic Summary</i>		

Classification of Teamster Rigger 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 equipment making lift or hoist.

## **Section 2. Limitations of Guarantee**

Guaranteed weekly earnings set forth in Section 1 of this Article shall be effective provided that employees affected are available and able to perform their duties.

This clause shall not, however, limit the Employer's right, when business conditions make such action necessary, to reduce the working force in accordance with Article 43—Section 6 of this Agreement.

## **Section 3. Casual Employees—Hourly Paid**

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

	Per Hour
Effective 4/1/19	\$19.3736

*See National Economic Summary*

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

Current and future dock only casuals and clerical casuals shall be paid a rate of \$17.50 per hour, subject to the following progression:

Effective first day of employment:	\$16.00 per hour
Effective eighteen (18) months and one (1) day:	\$16.50 per hour
Effective thirty-six (36) months and one (1) day:	\$17.00 per hour
Effective fifty-four (54) months and one (1) day:	\$17.50 per hour

These rates shall remain frozen for the duration of the Agreement.

## **ARTICLE 70. WORKDAY AND WORKWEEK IN LOCAL CARTAGE OPERATION(S)**

### **Section 1. Workday**

(a) All regular employees except the youngest employee in each classification shall be paid not less than the minimum weekly earnings guarantee set forth in Section 1 of Article 69, unless they layoff or are not available to work during such week.

(b) The youngest employee in each classification shall be worked the hours available to him, without guarantee, except that no Employer shall be permitted to employ extra men to avoid giving such employee a full week's work.

(c) Holidays occurring during any workweek shall not relieve the Employer of the responsibility of maintaining the guarantee to his employees nor shall layoffs of several days' duration over a holiday period caused by shutting the operation down in its entirety over the holiday period.

(d) Legitimate layoffs caused by reduced tonnage, fires, floods or other Acts of God, or strikes at terminals not covered by West Virginia Supplemental Agreements shall not be restricted, and when such layoffs occur the employees affected shall not be guaranteed any hours beyond hours worked in the week in which the layoff occurs or in the week of such employees' return to work, provided such employees are given their regular work turn during the portions of such weeks worked.

(e) Any employee ordered to report and is able to work, and reporting and put to work, shall receive not less than eight (8) times his minimum hourly rate for that day.

### **Section 2. Workweek**

The workweek shall consist of any five (5) days' work or pay equivalent within a seven (7) day period. It is the intent of the respective negotiating committees that each Employer shall schedule his employees five (5) consecutive days to the extent possible. Each regular employ-

ee, except the youngest in each classification, shall be assigned five (5) regular working days within the seven (7) day work period, and he shall be assigned two (2) regular days off. If the employee should be required to work on one (1) of his assigned off days, he shall receive one and one-half (1 1/2) times his minimum hourly rate. If the employee should be required to work on both of the two (2) assigned days off, he shall receive two (2) times his minimum hourly rate for all time worked on the second assigned off day. If an employee fails to work on any one of his five (5) assigned workdays, for any reason, he shall lose his weekly guarantee and shall not be permitted to make up the time lost by working on one of his assigned off days. It is understood by the parties hereto the casual employees may be used to replace the regular employees on their assigned off days within the limits prescribed in this Agreement for the employment of casual employees.

By mutual agreement, the Local Union and Employer may establish any four (4) consecutive ten (10) hour days in a workweek for all Local Cartage Employees. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours or ten (10) hours for each such holiday when such holiday falls within the scheduled workweek.

Employees working four (4) ten (10) hour shifts shall be paid time and one-half (1 1/2) for the fifth (5th) and sixth (6th) days and double time for all hours worked on the seventh (7th) consecutive day within the employee's workweek and time and one half (1 1/2) for all hours worked after ten (10) hours per day.

The following fringe benefit rules will apply to those employees on bids of four (4) ten (10) hour days:

(a) for holidays is ten (10) hours if the holiday falls within the normal workweek and eight (8) hours if the holiday falls outside the normal week.

(b) Regular employees on ten (10) hour bids will be paid ten (10) hours funeral leave within the regular workweek and eight (8) hours funeral leave outside the regular workweek, regardless of whether it falls within or outside the workweek (per National guidelines).

(c) Regular employees on ten (10) hour bids will be paid ten (10) hours for jury duty for each day of work opportunity lost, with a maximum of forty (40) hours, each week (per National guidelines).

(d) Regular employees on ten (10) hour bids will be paid ten (10) hours sick leave for each day of work opportunity lost, up to a maximum of forty (40) hours.

(e) In addition to the above, the Employer may establish a four (4) day workweek with a daily ten (10) hour guarantee any four days, Monday through Friday, with a maximum of twenty percent (20%) of the bids. (1.5=2 etc.) with the provision that fifty percent (50%) of the non consecutive bids start at or prior to 10:00 a.m. This provision will become effective with employees hired after January 1, 1998 or unless otherwise mutually agreed upon.

If requested by the Employer and mutually agreed to, provisions for paid breaks in lieu of an approved lunch period during an 8-hour shift shall be permitted.

### **Section 3. Overtime**

All time worked in any one day in excess of eight (8) hours shall be paid for at the rate of time and one-half (1 1/2). Any hours worked in excess of forty (40) in any one workweek shall be paid for at the rate of time and one-half (1 1/2). Overtime pay shall not be pyramided. When an employee works six (6) days in any one workweek, all time worked on the sixth (6th) day of such employee's workweek shall be paid for at the rate of time and one-half (1 1/2). When an employee works seven (7) days in any one workweek, all time worked on the seventh (7th) day of such employee's workweek shall be paid for at the rate of double time.

An employee will not be required to work overtime on occasions when he notifies his Employer prior to the beginning of the shift that he must leave on a particular day at the end of eight (8) hours' work. It is understood by the parties hereto that the number of such requests which may be honored in any one (1) day must be consistent with efficient operation.

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

#### **Section 4. Weekly Guarantee**

There shall be a minimum weekly earnings guarantee equivalent to the figures set out in Section 1 of Article 69 for all employees in each classification, except as provided in Section 1 of this Article. The minimum weekly earnings guarantee shall not apply should the employee be absent, for any reason, during his workweek.

Where an Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay, or work, for that particular week, and shall not be obligated to offer such employee any overtime or premium pay work.

Regular employees who are on layoff may be used as needed to fill vacancies such as illness, injury or vacations without affecting their laid-off status; however, if such regular laid-off employee is used as a supplement to the regular work force by working a full five (5) day schedule for three (3) or more weeks then the youngest regular employee in the appropriate classification shall be given a work schedule and such regular laid-off employee so worked shall become the nonscheduled, non-guaranteed man in that particular classification.

#### **Section 5. Sixth and Seventh Days**

All hours worked on the sixth (6th) or seventh (7th) day of any employee's workweek shall not apply against the weekly earnings guarantee but must be paid in addition to that guarantee.

#### **Section 6. Holiday Weeks**

In any week in which paid holiday(s) fall in an employee's guaranteed work week, the work week shall be reduced eight (8) hours for each holiday when said holiday(s) falls within their scheduled work week. All hours worked in excess of the hours in the work week, so reduced, shall be paid for at the rate of one and one-half (1½) times



the minimum hourly rate provided the holiday(s) falls within their scheduled work week. Overtime pay shall not be pyramided.

### **Section 7. Reporting Time**

Employees called to work shall be allowed sufficient time, not to exceed two (2) hours for road drivers, without pay, to get to the garage or terminal, and shall draw full pay from the time they report and register in as ordered.

If an employee is put to work, he shall be paid as provided for in Section 1 of this Article. If not put to work, employee shall be guaranteed six (6) hours' pay at the rate specified in this Agreement.

### **Section 8. Higher Rated Classifications**

Each employee who is employed in more than one classification shall be paid at the rate of the highest classification in which he works each day, except as exempted in Article 40, Section 3.

### **Section 9. Work On Days Off**

If an Employer works regular employees on their days off, seniority within the classifications worked shall prevail, except where an employee is assigned to a particular route or customer, in which case the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his day off, such employee must have had eight (8) hours off duty prior to the commencement of the shift on his day off.

### **Section 10. Premium Time**

Employers knowingly using employees of another carrier who are on vacation or on premium pay shall pay the premium rates for all work performed.

### **Section 11. Contract Work**

In the event the companies under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Employer and the Local Union, and the rate of pay established

by such other Local Union on contract is higher than the rate of pay prevailing in this Agreement, the higher rate of pay shall prevail for such work actually performed.

## **Section 12. Casual Employees**

Laid-off qualified employees shall be offered work opportunity in line with their seniority in the local cartage and over-the-road operations before casuals are used. When such laid-off regular employees are used rather than to call casuals, they shall be guaranteed a minimum of eight (8) hours' work or pay equivalent.

If a laid off employee is put to work in any workweek, the employee shall be obligated to the Employer for the rest of that workweek, providing the Employer so notifies the employee at the end of his shift that the employee is to report to work on the following day. Bona-fide absence for proven sickness or injury shall be a valid exception to this provision. However, it is mutually agreed that the employee has a continuing obligation for that workweek unless mutually agreed otherwise. If at any time a laid off employee declines work opportunity, except for a bona-fide absence for proven sickness or injury, the Employer shall not be obligated to offer work to that employee for the balance of the contribution week.

Should an Employer use laid-off regular employees or casual employees in a manner designed to defeat the purposes of Article 70 of this Agreement, it shall constitute a grievance and be subject to processing according to Article 45, Grievance Procedure.

If casual or extra employees are used to supplement the active seniority list three (3) or more days in any given workweek the least senior regular employee shall be entitled to the weekly earnings guarantee.

Casual employees shall not be guaranteed either daily or weekly wages, but shall not be worked less than six (6) hours when called to work.

## **ARTICLE 71. SICK LEAVE**

Employees on the active seniority list shall receive five (5) days of sick leave, January 1 of each year. Upon submission of a written

request to the Employer by an employee, any sick leave earned will be paid with the employee's earnings for the week in which the claim is submitted. Sick leave payments including unused, shall be calculated on the basis of eight (8) hours straight time pay at the applicable hourly rate in effect on the date the sick leave was earned with the sick leave earned first being paid first.

Employees will be entitled to claim any accumulated sick leave pay in lieu of absence due to illness or injury, at the end of each contract year, except by mutual agreement between the employee and the Employer. Unused sick leave may be accumulated from contract year to contract year but shall be paid in full upon expiration of the contract.

Employees must be listed on the seniority roster (active or inactive) January 1 of each year in order to be eligible for daily sick leave payments, the eligible employee must be on the active seniority roster, at the time, to use a sick day.

The National Negotiating Committee may develop rules and regulations to apply to this sick leave provision.

## **ARTICLE 72. TERMINATION CLAUSE**

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

# 2019 NATIONAL MASTER FREIGHT AGREEMENT NEGOTIATIONS NATIONAL ECONOMIC SETTLEMENT

Note: The general hourly, mileage and other benefit modifications are as follows and shall be applied in accordance with the appropriate Area Supplement. No current employee shall suffer a reduction in wage rate as a result of this Agreement.

## 1. Wage Rates

### (a) General Wage Increases: All Regular Employees

<b>Effective Dates</b>	<b>Hourly</b>	<b>Mileage</b>
April 1, 2019	\$1.00 per hour	2.50¢ per mile
April 1, 2020	\$.70 per hour	1.750¢ per mile
2021	\$.70 per hour	1.750¢ per mile
2022	\$.80 per hour	2.00¢ per mile
2023	\$.80 per hour	2.00¢ per mile
<b>TOTAL:</b>	<b>\$ 4.00 per hour</b>	<b>10.00¢ per mile</b>

Annual rate increases shall be paid on the straight time wage or mileage rates currently in effect as of March 31, 2019, which shall become the new base rates. Annual rate increases beginning in 2021 and continuing through 2023 shall be split equally between April 1 and October 1 each year (e.g., \$.35 per hour / .875¢ per mile April 1, 2021 and \$.35 per hour / .875¢ per mile October 1, 2021).

### (b) Non-CDL Driver Rate

The straight time hourly wage rate for employees in Non-CDL Driver positions shall be \$2.00 per hour less than the applicable CDL rate at the employee's domicile, subject to the General Wage Increases outlined in Section 1(a) above.

### (c) Non-CDL Rate

The top rate for clerical employees, non-CDL dock employees, maintenance employees, janitors, and porters hired after February 7,

2014 shall be increased from \$18.00 per hour to \$19.00 per hour effective April 1, 2019, subject to the following progression:

Effective First Day of Employment: \$17.00 per hour

Effective First Day Plus One (1) Year: \$18.00 per hour

Effective First Day Plus Two (2) Years: \$19.00 per hour

These rates shall increase by an additional \$.50 per hour effective April 1 of 2020 and 2021 and by an additional \$.25 per hour effective April 1 of 2022 and 2023. These rates do not apply to shop mechanics and employees in Non-CDL driving positions.

## **2. New Hire Progression**

The new hire wage progression for regular, full-time CDL-qualified employees and shop mechanics hired after ratification shall be as follows:

Effective First Day of Employment:

90% of the Applicable Wage Rate

Effective First Day plus One (1) Year:

95% of the Applicable Wage Rate

Effective First Day plus Two (2) Years:

100% of the Applicable Wage Rate

Regular, full-time employees in these two categories who currently are in progression also shall be moved to one hundred percent (100%) of the applicable wage rate effective April 1, 2019.

Effective April 1, 2019, CDL-qualified employees hired into driving positions who are not currently on the seniority list at a carrier covered by this Agreement, but who for two (2) or more years regularly performed CDL-required driving work for a carrier covered by this Agreement, shall be compensated at one hundred percent (100%) of the full contract rate provided they have not had a break in service in excess of three (3) years.

With the approval of TNFINC, the Employer shall have the ability to increase the applicable wage rate at individual locations if the

Employer determines in its discretion that doing so is necessary to attract and retain qualified employees. In the event the Employer decides to exercise this option, it shall provide advance notice to TNFINC in writing.

### **3. Casual Rates**

#### **(a) City and Combination Casuals**

Hourly rates for city and combination casuals (CDL required) shall increase by 85% of the general wage increase for regular employees on the dates shown.

#### **(b) Dock Only Casuals and Clerical Casuals**

Current and future dock only casuals and clerical casuals shall be paid a rate of \$17.50 per hour, subject to the following progression:

Effective first day of employment:

\$16.00 per hour

Effective eighteen (18) months and one (1) day:

\$16.50 per hour

Effective thirty-six (36) months and one (1) day:

\$17.00 per hour

Effective fifty-four (54) months and one (1) day:

\$17.50 per hour

These rates shall remain frozen for the duration of the Agreement.

### **4. Triples Premium**

Modify Article 33, Section 3 to add a new sub-section (c):

#### **Article 33. Section 3. Utility Employee, and Sleeper Team, and Triples Premiums**

(a) Effective April 1, 2008 and in the event an Employer subject to this Agreement utilizes the Utility Employee classification, each Utility Employee shall receive an hourly premium of \$1.00 per hour

over the highest rate the Employer pays to local cartage drivers under the Supplemental Agreement covering the Utility Employee's home domicile.

(b) Effective April 1, 2003, the Sleeper Team Premium will be a minimum of 2 cents per mile over the above applicable single man rates in each Supplemental Agreement.

(c) Effective April 1, 2019, the Triple Trailer Premium will be a minimum of 4 cents per mile over and above the applicable single man rates in each Supplemental Agreement.

## **5. Cost of Living Adjustment Clause**

Modify the third and fourth paragraphs of Article 33, Section 4 as follows:

Effective April 1, 2020, and every April 1 thereafter during the life of the Agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January, 2019, (published February, 2019) and the index for January, 2020 (published February, 2020) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.5%, there will be a 1 cent increase in the hourly wage rates payable on April 1, 2020, and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents (\$.05) in a year.

## **6. Vacation**

The one (1) week vacation reduction for employees with four (4) or more weeks of vacation shall be eliminated, effective for vacation earned in 2018 and to be taken or paid in 2019 in accordance with the vacation provisions of the applicable Supplement.

Vacation shall be paid in accordance with the contract language or practice in effect prior to February 7, 2014. Chicago Area locals shall likewise return to their prior accrual and payout methods.

Employees shall have the option of receiving pay in lieu of vacation. The payout of accrued vacation will be in one (1) week increments.

For employees hired after ratification, vacation shall be paid at forty (40) hours for the first three (3) years of employment as applied and in accordance with the applicable supplement.

## **7. Health & Welfare Contributions**

The Employer shall continue to contribute to the same Health and Welfare Funds it was contributing to as of March 31, 2019 and abide by each Fund's rules and regulations. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. The Employer shall continue to contribute at the rates required as of March 31, 2019 as determined by the applicable Fund.

Effective August 1, 2019 and each August 1 thereafter during the life of the Agreement, the Employer 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.

August 1, 2019	\$ .50 per hour
August 1, 2020	\$ .50 per hour
August 1, 2021	\$ .50 per hour
August 1, 2022	\$ .50 per hour
August 1, 2023	\$ .50 per hour

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 Employer, 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 Employer 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 Employer. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

For the funds listed below, however, the following guaranteed contribution rate increases shall apply, regardless of need:

- Central Pennsylvania Teamsters Health & Welfare Fund
- Central States, Southeast and Southwest Areas, Health and Welfare Fund
- Local 705 International Brotherhood of Teamsters Health & Welfare Plan
- Local 710 International Brotherhood of Teamsters Health & Welfare Plan
- Michigan Conference of Teamsters Welfare Fund
- Suburban Teamsters of Northern Illinois Welfare Fund
- Teamsters Health and Welfare Fund of Philadelphia and Vicinity
- Western Teamsters Welfare Trust

August 1, 2019	\$ .40 per hour
August 1, 2020	\$ .42 per hour
August 1, 2021	\$ .45 per hour
August 1, 2022	\$ .50 per hour
August 1, 2023	\$ .50 per hour

Monthly, daily and/or weekly contributions shall be converted from the hourly contributions in accordance with past practice.

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

## **8. Pension Contributions**

The Employer shall continue to make contributions to the applicable pension funds or 401(k) plan at the rate in effect as of March 31, 2019 for the duration of the agreement, under the terms/conditions currently in effect. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases from the Employer, such contribution rate increases shall be payable up to a maximum of eight percent (8%) annually. For purposes of employees covered by Western States Supplements on whose behalf contributions are made into the Teamsters-National 401(k) Savings Plan, the contribution rate shall be increased annually by the weighted average of the pension contribution rate increases in that year pursuant to the above.

Affected Locals shall maintain their “one punch” rule for pension contributions.

If any Pension Fund rejects this Agreement because of the Employer’s level of contributions and terminates the Employer’s participation in the Fund, the contract shall be reopened and TNFINC shall have the right to take economic action in support of its position.

The following language shall be added to Article 27 of the NMFA:

In the event pension legislation is enacted that directly impacts the Employer’s contribution obligations, results in the reduction of employees’ benefits or accruals, or requires employees to contribute to their pensions, the provisions of this Article 27 shall apply – including the right to take economic action.

## **9. Education and Training**

Modify Article 33, Section 5 as follows:

The Employer will pay each regular employee that completes CDL training and certification after April 1, 2019 the sum of two-hundred and fifty dollars (\$250.00) upon completion and two-hundred and

fifty dollars (\$250.00) after one (1) year, provided the employee remains employed by the Employer.

## **10. Bonus Program**

The Profit Sharing Bonus program outlined in the 2014 Extension Agreement shall be eliminated and replaced with the following:

### **Article 33. Section 6. Incentive Bonus Program**

The parties recognize that the success of the Employer depends on the collective efforts of its employees. The parties also recognize that when executives are rewarded for the Employer's performance, employees covered by this Agreement should be rewarded as well. Effective January 1, 2019 and for performance beginning with calendar year 2019, and each year thereafter, employees covered by this Agreement shall be covered by an Incentive Bonus Program.

The triggers for payout under the Incentive Bonus Program shall be the same as those established annually by the Board of Directors for the Section 16 Officers of YRC Worldwide, Inc. who are required to file Form 4 insider trading documents with the SEC ("Section 16 Officers") for their non-equity incentive plan or similar annual bonus program. In the event Section 16 Officers receive non-equity incentive plan or similar annual bonus compensation, employees covered by this Agreement shall be paid under this Incentive Bonus Program as follows: for every \$1.00 of non-equity incentive plan or similar bonus compensation paid to all Section 16 Officers, \$2.00 shall be made available for distribution to employees covered by this Agreement in the form of a one-time bonus payment. TNFINC shall be afforded the opportunity to review any and all calculations made in this regard.

In the event the Board of Directors foregoes a non-equity incentive plan or similar bonus program for Section 16 Officers for a given year and decides instead to establish an equity-based program for Section 16 Officers for a given year, a payout of \$750 under this Incentive Bonus Program shall be triggered for bargaining unit employees when the Section 16 Officers' right to the equity triggers (for example, upon the attainment of a particular stock price).

Any payments triggered under this Incentive Bonus Program shall be made within ninety (90) days of the end of the calendar year. To be eligible for a payment under the Incentive Bonus Program, an employee must work or have been paid for at least one thousand (1,000) hours in the prior calendar year and be employed by the Employer at the time of payout. In no event, however, shall employees be entitled to more than one (1) payment under this Incentive Bonus Program in any calendar year. The higher of any amounts shall be paid in that circumstance.

## **11. Duration**

April 1, 2019 through March 31, 2024.

## **12. Equal Sacrifice of Non-Bargaining Unit Employees and their Participation (Article 34, New Section)**

The Employer agrees not to increase wages (including bonuses) and benefits of current non-bargaining unit employees (including management) as an overall percentage beyond the effective overall total compensation percentage increase to be received by the bargaining unit employees. This shall not prevent the Employer from paying variable, performance based compensation as the Employer has paid in past practice. This shall also not prevent the Employer from providing targeted increases to individual employee if necessary, in the Employer's judgment, to operate the business so long as the overall total compensation increases are within the effective overall total compensation percentage increases to be received by the bargaining unit employees.

The rates and wages for non-union clerical employees, maintenance employees, janitors, and porters will not exceed those for equivalent union positions.

## **13. Bankruptcy Protection (Article 34, New Section)**

If the Employer files a Chapter 7 or Chapter 11 bankruptcy petition or is placed in involuntary bankruptcy proceedings, the Employer

agrees not to file any documents or motions under Sections 1113 or 1114 of the Bankruptcy Code without the approval of TNFINC.

#### **14. Designated Officers (Article 34, New Section)**

TNFINC will maintain its right to select, subject to the approval of the Board, two persons to the YRC Worldwide Board of Directors, consistent with existing conditions.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019, to be effective as of April 1, 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**

**WEST VIRGINIA FREIGHT COUNCIL**

Ralph Winters, *Chairman*

For the Employers:

Nick Tipple, *Chairman*

IN WITNESS HEREOF the undersigned to duly execute the National Master Agreement and Supplemental Agreement set forth herein. Check one:

OTR only

LC only

Both

FOR THE UNION

LOCAL UNION No. \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE EMPLOYER

\_\_\_\_\_  
(Employer)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State)

\_\_\_\_\_ (Date Signed)