

# NATIONAL MASTER FREIGHT



## CENTRAL REGION SUPPLEMENTAL AGREEMENTS

OVER-THE-ROAD  
AND  
LOCAL CARTAGE

- 2008 -  
PROPOSALS

In submitting the proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of the proposals during the course of negotiations.

**CENTRAL REGION  
OVER-THE-ROAD MOTOR  
FREIGHT  
SUPPLEMENTAL  
AGREEMENT**

**CENTRAL REGION  
OVER-THE-ROAD MOTOR FREIGHT  
SUPPLEMENTAL AGREEMENT**

**COVERING DRIVERS  
EMPLOYED BY  
PRIVATE, COMMON, AND  
CONTRACT CARRIERS**

**In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify and amend any of these proposals during the course of negotiations.**

**Submitted 9/13/07**

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

### **Section 3. City Or Local Work**

There shall be absolutely no pick-up and/or delivery within the Local Cartage jurisdiction.

## **ARTICLE 43.**

### **Section 1. Seniority**

**DELETE** language referring to: "super seniority" for one Steward.

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

**Paragraph 2: CHANGE:** 9 months to 6 months.

**ADD new paragraph at end of Article:** "Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid on the next pay period".

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

### **Section 1. Examinations**

**ADD to the end of the first paragraph:** "Employees shall be allowed to utilize their own doctor if qualified or a doctor of their choice when renewing their individual CDL license".

### **Section 2. Identification Fees**

**ADD new second paragraph:** "No employee will be required to have their drivers' license and/or personal identification reproduced in any manner except to law enforcement or their employer".

## **ARTICLE 48. MEAL PERIOD**

**DELETE second paragraph and replace with:** "No driver shall be compelled to take a meal period at any terminal or meeting point. Meal periods will be at the driver's discretion".

## **ARTICLE 49. LODGING**

**NEW LANGUAGE:** "A committee of one Union and one Company Representative will be appointed as necessary to inspect all lodging (hotels) used by the Employer. This Committee shall inspect all lodging no less than every six months on a random basis. This Committee shall also inspect all new facilities prior to being used. In addition, this Committee shall immediately upon notification investigate all grievances filed pertaining to hotels in their area".

**In first paragraph of Article 49 CHANGE:** 1 hour waiting time to ½ hour.

**Paragraph Six CHANGE:** \$40.00 to \$60.00

## **ARTICLE 50. PAY PERIOD**

**ADD to middle of first paragraph:** that if requested, adjustment of over \$50.00 is not made by next business day that the employee will go "on the clock until payment is made".

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

### **Section 3. Layovers**

Layover pay starts after twelve (12) hours.

**CHANGE all meal allowances from:** \$12.00 to \$18.00.

### **Section 4.**

**First paragraph CHANGE:** commencing with the (1<sup>st</sup>) hour...to "starting at the breakdowns point"

**CHANGE:** eight (8) hours out of each twenty four (24) to ten (10) hours out of each twenty four (24)

## **ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS**

**INCORPORATE language to include:** "No drivers routes are to be changed from the straight line running route from point to point to be called an enroute pick-up and/or delivery."

## **ARTICLE 55. PEDDLE RUNS**

### **Section 1.**

**DELETE last sentence:** "Enroute pick-up and delivery shall be permitted within the fifty (50) mile city radius established as of April 1, 2003, in connection with any such run."

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

There shall be no "free time" at any point for sleeper teams.

## **ARTICLE 58**

### **Section 1. General**

**ADD:** Twenty-five (25) years or more -- Six (6) weeks

**CHANGE:** Thirty (30) years or more from Six (6) weeks to seven (7) weeks.

**CHANGE Second Paragraph:** January 1, 2004 to January 1, 2008.

**CHANGE:** Six (6) weeks vacation after thirty (30) years of service to six (6) weeks vacation after 25 years.

**ADD:** Seven (7) weeks vacation after 35 years service

**Section 6.**

**CHANGE:** 10% to 20%.

**ARTICLE 59. HOLIDAYS**

**ADD two additional holidays:** New Years Eve and Good Friday

**ARTICLE 60. FUNERAL LEAVE**

**ADD:** Grandparents and spouse's grandparents.

**ARTICLE 61. HEALTH AND WELFARE BENEFITS**

"The Supplemental Negotiating Committees shall allocate the contribution rate increases between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds."

**Additional language will be added during negotiations.**

**ARTICLE 62. PENSIONS**

"The Supplemental Negotiating Committees shall allocate the contribution rate increases between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds."

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**CENTRAL REGION  
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OF PRIVATE, COMMON, CONTRACT AND  
LOCAL CARTAGE CARRIERS**

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**Submitted 9/13/07**

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

### **Section (a) Bottom of first paragraph:**

**ADD:** There will be no deliveries performed within the established city radius by any road driver.

## **ARTICLE 41. PROBATIONARY EMPLOYEES**

### **Section 2(b) DELETE last sentence: "To be considered"**

**ADD:** Casuals must start on the same time and shifts of the employee being replaced.

Casuals being used as a replacement casual will be required to have the same qualifications as the employee he is replacing. (Example) CDL, etc.

## **ARTICLE 43. SENIORITY**

### **Section 1. Seniority**

**DELETE last (2) sentences of paragraph (1):**

"If requested" and "Any additional"

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

**Page 223: 3<sup>rd</sup> paragraph:** Change 9 months to 6 months.

**ADD new paragraph at the bottom of the Article:** Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid on the next pay period.

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

**ADD to bottom of first paragraph:** Employees shall be allowed to utilize their own doctor, if qualified, or a doctor of their choice when renewing their individual CDL license.

### **Section 2. Identification Fees**

**Page 224: ADD to bottom of paragraph:** No employee will be required to have their driver license and/or personal identification reproduced in any manner except to law enforcement or their employer.

## **ARTICLE 48. MEAL PERIOD**

**ADD to bottom of first paragraph:** Employees will receive an additional (15) fifteen minute break after 8 hours worked in any one shift and an additional meal period of (30) thirty minutes after 10 hours worked in any one shift.

## **ARTICLE 49. PAY PERIOD**

**ADD to bottom of first paragraph:** If not paid on the next business day, employee will be placed on the clock until the money is paid.

## **ARTICLE 51. VACATIONS**

### **Section 1.**

**Page 227: CHANGE after twenty years:**

Twenty five (25) years or more .....Six (6) weeks

Thirty (30) years or more.....Seven (7) weeks

**CHANGE 2<sup>nd</sup> paragraph to read:** Change January 1, 2004 to January 1, 2008. Change 6 weeks of vacation after (25) twenty-five years and (7) seven weeks of vacation after 30 (thirty) or more years of service.

**Page 227: Third paragraph: CHANGE first sentence to read:** Vacation pay shall be computed on the basis of 45 (forty-five) hours straight time pay or 1/52 of gross yearly pay (W-2 form) whichever is greater for each week of vacation which the employee is eligible. Daily vacation shall be computed on the basis of nine (9) hours per day for employees on an eight (8) hour shift at the time of their first day of vacation or eleven and one-quarter (11.25) hours per day for employees on a ten (10) hour shift at the time of their first day of vacation. The shift that the employee is on when they take their first day of their split vacation shall dictate the vacation computation and the number of days to be used. Straight-time pay shall mean the hourly rate paid to all unit employees during each week the individual employee is actually on vacation.

**Section 6.**

**CHANGE:** 10% to 20% on page 228.

**ARTICLE 52. HOLIDAYS**

**Section 1.**

**ADD:** New Years Eve and Good Friday

**ARTICLE 53. FUNERAL LEAVE**

**Last Paragraph: ADD:** Grandparents and spouse's grandparents.

**ARTICLE 54. HEALTH AND WELFARE BENEFITS**

"The Supplemental Negotiating Committees shall allocate the contribution rate increases between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds."

**Additional language will be added during negotiations.**

## **ARTICLE 55. PENSIONS**

“The Supplemental Negotiating Committees shall allocate the contribution rate increases between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

**Additional language will be added during negotiations.**

## **ARTICLE 61. WORKDAY AND WORKWEEK**

### **Section 1.**

**Page 242: ADD: Bottom of first paragraph:** No employee will work over 60 hours per week.

**Page 243: ADD: Bottom of fourth paragraph:** When casuals and/or laid off employees are used to supplement the work force for (4) four days per week for (4) four consecutive weeks the employer will call laid-off employee back to 90% bid.

**Page 244: ADD after (1<sup>st</sup>) first sentence:** Double time will be paid for all hours worked after 10 hours in any (1) one shift.

### **Section 2.**

**ADD to bottom of (1<sup>st</sup>) first paragraph:** Clarify anyone starting on the last (2) two shifts means supplemental as well as bid employees.

## **ARTICLE 64. TERMINATION CLAUSE**

**CHANGE DATES:** 1<sup>st</sup> day April 2008.