



# NATIONAL MASTER FREIGHT AGREEMENT ARTICLES 1 – 39

FOR THE PERIOD  
APRIL 1, 2008 - \_\_\_\_\_

*TWO-MAN MEETING*

SEPTEMBER 13, 2007

CHICAGO, ILLINOIS

These proposals are patterned on the current  
NATIONAL MASTER FREIGHT AGREEMENT

These proposals reference only the Articles and Sections in which a change is proposed. For those Articles and Sections not referenced, TNFINC is proposing **NO CHANGE**.

## UNION NEGOTIATING PROPOSALS

These Negotiating Proposals are subject to such revision, modification and deletion as the Teamsters National Freight Industry Negotiating Committee may determine from time to time. The Committee reserves the right to submit additional proposals as the circumstances may warrant during the process of negotiations. Acceptance by TNFINC of individual proposals is only conditional and subject to ultimate agreement on all issues.

## **ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF**

### **Section 1(c). Hiring**

- Employer must notify the Union of all job vacancies announced on-line and notify the Union of all applications taken on-line to ensure that the Union has equal opportunity with all other sources to provide suitable applicants and that the Union is aware of the status of the application of the individuals referred by the Union. The Employer must provide the Union with a hardcopy or electronic means of tracking the status of the applications of Union referrals.
- Clarify the Employer's on-line application process.
- Union and Employer will negotiate test skills or physical ability requirements to ensure that such requirements are necessary for the performance of the work in the job classification in which the applicant will be employed.

### **Section 2. Probationary and Casual Employees**

- New hires that for two (2) or more years regularly performed work of the kind, nature or type performed by carriers covered by the NMFA will not have to go through the wage progression, if they have not had a break in service in excess of five (5) years.

### **Section 2(b). Casual Employees**

- Replacement casuals must be qualified to replace the employee who is off due to illness.
- (2)a. After a regular employee has been separated from his/her full-time position due to retirement, discharge, or voluntary quit that position will be filled with a regular employee within fifteen (15) days of the separation. If the casual filling the position has been employed for a period of six (6) months or more, he/she will not be required to go through a probationary period. If the position is not filled within 15 days, the Employer will not be permitted to engage in subcontracting.

- (7)a. Laid off employees, who are given work opportunities under Article 3, who are working out of their regular job classification will receive their regular rate of pay and contributions will be made on their behalf for Health and Welfare and Pension.

### **Section 3. Checkoff**

- Union dues may be deducted from the pay of all employees covered by this Agreement on a weekly basis. Local Unions will be given a one-time opportunity during the term of this Agreement to choose whether dues should be deducted from their members on a weekly or monthly basis.
- The Employers that participates in the Teamsters National 401(k) Savings Plan must authorize their employees, upon request, to take loans on their contributions to the Plan.

## **ARTICLE 5.**

### **Section 5. Work Opportunity**

- Any employee covered by this Agreement, who is on letter of layoff, shall be given an opportunity to transfer to permanent employment at other domiciles of the Employer. An employee who accepts a voluntary transfer from one terminal to another terminal shall not be required to go through wage progression again and he/she shall retain his/her company seniority for fringe benefits only.

## **ARTICLE 6.**

### **Section 1(b). Individual Employer Standards**

- **NEW** – When the Employer stops a past practice and the Local Union grieves it and the Regional Joint Area Grievance Committee deadlocks, the Local Union shall maintain the practice.
- When a disagreement arises over a local or individual employer standard, the Employer shall continue working under the standard until a decision is rendered.

### **Section 1(c). General**

- If a Local Union has notified the Employer in writing by certified mail that employees' wages are being overpaid and the Employer does not correct the overpayment within 30 calendar days following receipt of such notice, the Employer will not be allowed to recoup such overpayment, but will be permitted to correct the wage error by paying the employees the appropriate contractual wage prospectively, provided the correction is made prior to the expiration of the collective bargaining agreement.

### **Section 4. New Equipment**

- Electronic devices used by employees in the performance of their duties shall not be used for discipline.

## **ARTICLE 7. LOCAL AND AREA GRIEVANCE MACHINERY**

### **Section 2(3).**

- The Employer must provide any information relevant to a grievance within ~~fifteen (15)~~ five (5) days of receipt of a written request by the Local Union, steward, or grievant. Failure to provide the requested information within the required time will result in the grievance being upheld.

### **Section 5. Timely Payment of Grievances**

- All monetary grievances that have been resolved either by decision or through settlement shall be paid within ~~twenty-one (21)~~ fourteen (14) calendar days of formal notification of the decision or date of settlement.

## **ARTICLE 8. NATIONAL GRIEVANCE PROCEDURE**

### **Section 3(c).**

- **ADD:** "a grievance settlement" after grievance committee in the first line so that it reads: In the event the Employer fails to comply with a decision

rendered by a grievance committee or grievance settlement, the Local Union shall give the Employer a seventy-two (72) hour (excluding Saturday, Sunday and holidays) prior written notice of the Local Union's authorization of strike action, which notice ...

### **Section 6. Change of Operations**

- Change of Operations – In the event there is a change of operations involving the relocation of maintenance work, mechanics will be permitted to follow their work and be dovetailed with employees at the location where the work is transferred.
- Economic proposal will be submitted to increase moving expenses.
- 6(c). The mileage rate to transport one (1) personal automobile to the new location should be the IRS mileage rate.
- Moving expenses shall apply to transfers within a twenty-five (25) mile radius.
- Change from (\$9,000) nine thousand dollars to \_\_\_\_\_ dollars.

### **Section 8(d). Laypoint and Layover**

- Eliminate free time on sleepers or at laypoints and add “and clean floor mats” to the first sentence of the 6<sup>th</sup> Paragraph so that it reads: If the drivers are advised they are turning, the Company will ~~have one (1) free hour at the laypoint in which to~~ turn the drivers provided there are safe and sanitary shower facilities equipped with hot and cold water for showering and clean floor mats.

## **ARTICLE 10. LOSS OR DAMAGE**

### **Section 1.**

- **ADD:** “proven” before “willful gross negligent” in the first sentence.

## **ARTICLE 11. BONDS AND INSURANCE**

### **Section 1.**

- In the 2<sup>nd</sup> Paragraph replace “chauffeur’s license” with “commercial driver’s license” so that the sentence reads: Every driver must maintain a valid ~~chauffeur’s~~ commercial driver’s license and be covered by insurance.

## **ARTICLE 12. UNIFORMS**

- Put in front of 1<sup>st</sup> paragraph: Before the Employer purchases uniforms, it must present the uniforms to the Union for approval.

## **ARTICLE 14. COMPENSATION CLAIMS**

### **Section 2. Modified Work**

- **DELETE** Modified Work Provisions

## **ARTICLE 16. EQUIPMENT, SAFETY AND HEALTH**

### **Section “NEW”**

- Big fans should be made available for the dock.
- Provide enough lighting so that an employee can see to the nose of a trailer.
- Any and all tractors utilized by the Employer in its operation shall be capable of obtaining a speed of 65 MPH.
- No dock or shop employee shall work alone at a terminal on the graveyard shift.
- Increase pay for special equipment.

- Tractors' interior floors, seats, and accessories must be maintained in a clean and sanitary condition.
- Adjust idle truck time or provide electronic override.
- Provide air conditioning on all tractors year round.
- No forced overtime when an employee is fatigued.
- Tractors must be equipped with an in-cab filter in order to maintain air quality.
- All line haul trucks that run through mountains must have engine and/or exhaust brakes.
- Pay \$1.00/per mile for all hazardous material loads.
- The Employer must pay for background checks for HAZMAT endorsements and the cost of fingerprints.
- Maintenance on dock plates must occur at least once per month.

### **Section 1. Safe Equipment**

- The Employer is not permitted to use 53-foot trailers for P&D deliveries unless the Local Union agrees. Multi-stop city runs should not be on 53-foot trailers.

### **Section 2. Dangerous Conditions**

- No driver/dock man shall be forced to work more than nine (9) hours per day or sixty (60) hours per week, including clean up shifts.

### **Section 6. Equipment Requirements**

- All equipment to have the Teamsters emblem on it in a size that can be read from a distance of at least 20 feet.

- Dock bumpers must be used to protect dock employees from bad weather conditions.
- All road tractors shall have working power supply for radios.
- All equipment traveling in mountain areas shall have an engine brake or exhaust brake operable at all times.
- (r)(6). When drivers report, prior to dispatch, that both door locks on an over-the-road unit are inoperable, the unit will be repaired or switched out. If such repairs are not possible, drivers will be paid the amount of authorized break time under the applicable supplement for the run in recognition that the driver cannot be relieved of duty while the unit is unsecured. Such time must be logged as on-duty not driving time.
- (v)(4) All sleeper cabs added to the Employer's fleet after April 1, 2008 will be walk-in sleeper berths with at least the following dimensions:

“The measurement of 15-3/4 inches from the front of the mattress to the closed sleeper curtain, at any point across the cab, shall apply for the minimum interior walk-in dimension on newly manufactured over-the-road sleeper tractors ordered after April 1, 2008. It is understood that the contractual width of a sleeper mattress is 34 inches when determining the 15-3/4 inches from the front of the mattress to the sleeper curtain.

### **Section 8. Hazardous Materials Program**

- The expense for a background check of an employee shall be paid by the Employer.

### **Section 11. Facilities**

- Twenty-four (24) hour sanitation is required for shower facilities and the Employer must provide showers with suitable linens, towels, and washcloths.
- Maintain clean restrooms and break rooms throughout the day.



## **ARTICLE 17. PAY PERIOD**

- The Employer must pay the employee for all work-completed prior to the end of the regular pay period.
- The Employer is prohibited from charging employees a 25% penalty on advances given to employees.

## **ARTICLE 18. OTHER SERVICES**

Proposal to follow.

## **ARTICLE 20. UNION AND EMPLOYER COOPERATION**

### **Section 1. Fair Day's Work for Fair Day's Pay**

- No P&D Drivers can work more than nine (9) hours a day when other P&D Drivers at the terminal are on lay off.

## **ARTICLE 23. SEPARATION OF EMPLOYMENT**

- The Employer must mail earnings to discharged employees by certified mail the next business day.

## **ARTICLE 24. INSPECTION PRIVILEGES AND EMPLOYER AND EMPLOYEE IDENTIFICATION**

- The parties recognize our nation's need for heightened security in terms of driver identification. In view of the prevalence of identity theft, the parties also recognize the employees' concerns with respect to surrendering their driver's license so that it can be reproduced. It is therefore agreed that a driver will not be subject to discipline, if he/she refuses to surrender his/her driver's license so that it can be reproduced.

## **ARTICLE 26. TIME SHEETS, TIME CLOCKS, VIDEO CAMERA, AND COMPUTER TRACKING DEVICES**

### **Section 1. Time Sheets and Time Clocks**

- In addition to the manual drivers' sign-in and sign-out sheets, the Employer shall maintain and make available an electronic dispatch record reflecting drivers' equipment and loads.

### **Section 2. Use of Video Cameras for Discipline and Discharge**

- Employer shall not install or use video cameras in break rooms.
- If a video is used for termination purposes for alleged theft of property, such video must be shown at the time of discharge to the employee with a copy of such video given to the employee, the Union Steward and the Local Union.
- **REMOVE** the word "dishonesty" from the first sentence of the first paragraph.

## **ARTICLE 29, Section 3**

Proposal to follow.

## **ARTICLE 32. SUBCONTRACTING**

- Make the Article 32 memorandum of understanding a new section of the Article.
- **REVISE** language to eliminate/minimize the use of subcontractors (cartage).
- No interling of freight or subcontracting while employees are on lay off.
- Employer should be required to lease or purchase equipment (bobtail with liftgates, flatbed trailers) to perform bargaining unit work.

- **ADD NEW:** c. to end of the memorandum of understanding: (c) Failing to utilize the Employer's sister companies to deliver excess freight prior to using an outside vendor.

### **Section 3. Subcontracting**

- All hours that the employer subcontracts will be counted as "supplemental hours" and subject to the hiring triggers contained in the Agreement.

## **ARTICLE 35.**

- The Employer must pay for CDL Training and provide paid-for CDL Training Program.

### **Section 3. Drug Testing**

- All drug testing will be done at a medical office.
- (b). D.O.T. Random Testing  
Add the following – Random Testing for over-the-road drivers is to be done at a medical facility in the vicinity of the driver's home terminal.

## **ARTICLE 38.**

### **Section 1. Sick Leave**

- Sick leave will be paid to eligible employees beginning on the first (1<sup>st</sup>) working day of absence due to sickness or accident or if an employee is hospitalized, sick leave will be paid on the date of hospitalization.
- **INCREASE** paid sick days from 5 to 7.
- **NEW Section** entitled "Leave of Absence" shall include the following:

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, to any employee exercising his/her right to serve as an elected or appointed public official.

Elected or appointed public official shall be defined as any employee serving on a council, board, or commission of any government entity. This provision shall only apply to employees serving in office in a part-time capacity, and only in the event that a regular scheduled mandatory meeting of the governing body conflicts with said employer's work schedule.

Employer must be notified of any mandatory meetings 7 days in advance. Employer reserves the right to request written verification by the president or chair of such governing body, and may also request copies of minutes of the aforementioned meetings.

## **Section 2. Jury Duty**

- When an employee reports for jury duty, he/she shall not be required to work that day.

## **Section 3. Family and Medical Leave Act**

- **ELIMINATE:** Employer may require the employee to substitute accrued paid vacation.
- The Employer may not force an employee to use pre-scheduled vacation time as FMLA leave.
- The Employer is prohibited from adding up separate hours of unpaid leave for medical reasons to create an eight-hour day and then requiring the employee to apply a day of vacation as FMLA leave.
- The Employer may not force an employee to substitute accrued leave for FMLA leave if the bargaining agreement or the benefit plans provide for supplemental benefits.