

# NATIONAL MASTER FREIGHT



## EASTERN REGION SUPPLEMENTAL AGREEMENTS

**NEW YORK STATE**

**- 2008 -  
PROPOSALS**

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

**EASTERN REGION  
NEW YORK STATE  
SUPPLEMENTAL  
AGREEMENT**

**NEW YORK STATE  
FREIGHT DIVISION  
SUPPLEMENTAL AGREEMENT  
  
COVERING  
OVER-THE-ROAD AND LOCAL CARTAGE**

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**Submitted 9/13/07**

## **ARTICLE 42. SENIORITY**

### **Section 1. Over-the-Road and Local Cartage Operations**

**ADD NEW to end as fourth paragraph:** The Employer will maintain a list of overtime hours worked at each terminal, and make the list available to the job steward and/or local union upon request of employees (regular and casual). The overtime hours worked by all employees will be totaled daily. All overtime hours will be excessive overtime for every eight (8) hours worked. An additional day will be counted towards returning a laid off employee back to regular status under Article 42.

### **Section 2. Over-the-Road and Local Cartage Operations**

**DELETE third paragraph.**

**ADD NEW to end of third paragraph:** A work opportunity shall be based on a calendar day (an employer cannot be charged with more than one opportunity per day, regardless of the number of shifts per day).

### **Section 4. Probationary Employees (Over-the-Road and Local Cartage)**

**DELETE the word:** "workday" from the first sentence of the first paragraph, and **REPLACE with the word:** "day."

**DELETE paragraph two and three, and REPLACE with the following:** Probationary Local Cartage and Road Drivers shall be placed on the regular list after thirty (30) days using their original start date with the company. Employees will be aligned on the seniority list using time punch and date.

**ADD NEW after sixth paragraph as seventh paragraph as follows:** No new hires will be added to the seniority list if an employee(s) is in the probationary period.

### **Section 5. Casual Employees (Over-the-Road and Local Cartage)**

**In the second and third paragraphs, CHANGE:** forty-five (45) days to thirty (30) days.

**DELETE second and third sentence in second paragraph, and REPLACE with the following:** When an employee is known to be absent for one (1) week or more, his shift must be offered by seniority, and the moving employee's shift shall be replaced by seniority.

#### **Section 11.**

**CHANGE to read as follows:** One-line seniority should include yard, dock, city, and road.

### **ARTICLE 43. MAINTENANCE OF STANDARDS**

**In the sixth sentence, CHANGE:** 1988 to 2008.

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

#### **Section 8.**

**ADD the following to the end of this section:** There will be time limits for the Employer to address and settle grievances prior to filing to the appropriate committee

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

**ADD the following as a NEW Section 4: VIOLATIONS AND DISCIPLINE:** The following rules and regulations and penalties, to be charged for violation of same, are placed into effect. They are approved so that all employees of each employer may know what duties are required of them in the general conduct of the Employer's business (see attached pages).

**ADD the following as a NEW attached page:** Nothing in these Rules and Regulations shall abrogate the employee's right through the Local Union to challenge a penalty through the regular grievance machinery. Rules and Regulations herein contained shall not supersede any rules or regulations of the labor contract itself. The Employer may, with the consent of the Supplemental Negotiating Committee, revise the Rules and Regulations listed below:

(a) Accidents:

(1) Major chargeable accident (after full investigation):

Subject to discharge.

(2) Minor chargeable accident:

First offense – reprimand

Second offense – one (1) day suspension

Third offense – three (3) day suspension

Subsequent offenses – subject to discharge

(3) Failure to report all accidents, spillage, or property damage promptly, and personal injury or major accidents immediately:

First offense – one (1) week suspension

Subsequent offenses – subject to discharge.

(b) Equipment:

(1) Failure to report mechanically defective condition of equipment:

First offense – reprimand

Subsequent offenses – three (3) day suspension

(2) Unauthorized use of motor vehicles:

Subject to suspension or discharge

(3) Failure to report breakdowns promptly:

First offense – reprimand

Subsequent offenses – three (3) day suspension

(4) Failure to take necessary safety precautions to protect load and/or equipment at all times, including safety lights, parking, etc.:

First offense – reprimand

Second offense – reprimand

Third offense – three (3) day suspension

Subsequent offenses – subject to discharge

(5) Failure to keep equipment in good appearance inside where charged to do so:

First offense – reprimand

Second offense – three (3) day suspension

Subsequent offenses – subject to discharge

(6) Tampering with tachograph, service recorders and/or governors:

Subject to discharge

(7) Willful damage to equipment:

Subject to discharge

(8) Careless operating of equipment resulting in damage to equipment:

Subject to discipline or discharge

(9) Failure to take necessary precautions to protect load from inclement weather:

First offense – one (1) day suspension

Second offense – three (3) day suspension

Third offense – subject to discharge

(10) Failure to inspect equipment in accordance with procedures set forth by the Employer:

First offense – one (1) day suspension

Second offense – three (3) day suspension

Subsequent offenses – subject to discharge

(11) Failure to operate radio in accordance with directions set forth by the Employer:

First offense – reprimand

Second offense – one (1) day suspension

Third offense – three (3) day suspension

Subsequent offenses – subject to discharge

(c) Conduct:

(1) Use or possession of drugs or alcoholic beverage while on duty:

Subject to discharge

(2) Drinking prior to reporting for duty so that employee's condition is such that it may affect the proper performance of his duties:

First offense – one (1) day suspension

Second offense – three (3) day suspension

Third offense – subject to discharge

(3) Unprovoked assault of the Employer's customer or the customer's representative while on duty or while on Employer's premises: customer's representative while on duty or while on Employer's premises:

Subject to discharge

(4) Discourtesy to customers:

First offense – reprimand

Second offense – three (3) day suspension

Third offense – subject to discharge

(5) Failure to turn in collections at first opportunity to person designated to receive same:

First offense – three (3) day suspension

Subsequent offenses – subject to discharge

(6) Shortage in collections:

First offense – reprimand

Second offense – one (1) week suspension

Third offense – subject to discharge

(7) Flagrant disobeying of orders:

First offense – reprimand

Second offense – one (1) week suspension

Third offense – subject to discharge

(8) Conviction for reckless driving while on duty (except when an accident is involved and other clauses govern):

First offense – reprimand

Second offense – three (3) day suspension

Third offense – subject to discharge

(9) Failure to report arrests while on duty as soon as possible:

First offense – reprimand

Second offense – three (3) day suspension

Subsequent offenses – subject to discharge

(10) Inaccurate counting or careless loading and/or unloading:

First offense – reprimand

Second offense – one (1) day suspension

Third offense – three (3) day suspension

Subsequent offenses – subject to discharge

(11) Abuse of time (handing out or bumming):

First offense – reprimand

Subsequent offenses – subject to discharge

(12) Failure to comply with D.O.T. Safety Regulations:

First offense – written warning

Subsequent offenses – three (3) day suspension

In aggravated cases – subject to discharge

(13) Sabotage or creating fire or safety hazards:

Subject to discharge

(14) Creating Health Hazards:

First offense – reprimand

Subsequent offenses – subject to discharge

(d) Reports:

(1) Failure to make out reports and trip sheets properly:

First offense – reprimand

Subsequent offenses – three (3) day suspension

(2) Failure to register in and out of established check stations:

First offense – reprimand

Subsequent offenses – three (3) day suspension



(3) Failure to report to dispatchers at specified time when required to do so while on duty:

First offense – reprimand

Subsequent offenses – three (3) day suspension

In aggravated cases – subject to discharge

(4) Punching a time card other than your own or having another employee punch in your time card:

Subject to discharge

(e) Driving Schedules:

(1) Failure to complete run or make pickups and/or deliveries at scheduled time without satisfactory explanation:

First offense – reprimand

Second offense – reprimand

Third offense – three (3) day suspension

Fourth offense – five (5) day suspension

Subsequent offenses – subject to discharge

(2) Unnecessary delaying of load or equipment:

First offense – reprimand

Second offense – three (3) day suspension

Third offense – one (1) week suspension

In aggravated cases – subject to discharge

(3) Failure to follow routings as designated or instructed:

First offense – reprimand

Second offense – reprimand

Subsequent offenses – three (3) day suspension

(4) Taking meal period at times other than as specified by the Employer:

First offense – reprimand

Second offense – three (3) day suspension

Subsequent offenses – subject to discharge

(f) Attendance:

(1) Absent for five (5) successive working days without notification:

Voluntary quit

(2) Failure to notify Employer at least one hour before regular show-up time when unable to report for duty:

First offense – reprimand

Second offense – one (1) day suspension

Third offense – one (1) day suspension

Subsequent offenses – subject to discharge

(3) Reporting late for work (truck will be held for twenty (20) minutes if driver calls in before starting time):

First offense – reprimand

Second offense – reprimand

Third offense – one (1) day suspension

Fourth offense – three (3) day suspension

Subsequent offenses – subject to discharge

(4) Excessive absenteeism shall be subject to verbal warning in meeting with Employer, steward and employee. If employee fails to correct his attendance record, he shall be subject to appropriate warning the disciplinary action, including possible dismissal.

(5) When employee has been absent from work, he must advise Employer of his return to work in accordance with the Employer's practice or rule mutually agreed to; otherwise, employee will not be permitted to work that day.

(g) Miscellaneous:

(1) Penalty for three minor offenses within a sixty (60) day period (see Note 1):

Three (3) day suspension

(2) Penalty for three major offenses (see Note 2):

Subject to discharge

Minor offenses against any employee's record are over nine (9) months old shall be forgiven and the employee's record wiped clean. This nine (9) month period for both minor and major offenses shall include only days worked if during this nine (9) month period the employee received worker's compensation.

A major offense against any employee's record that is over nine (9) months old shall be forgiven, and the employee's record wiped clean. This nine (9) month period for both minor and major offenses shall include only days worked if during this nine (9) month period the employee received worker's compensation.

Note 1: A minor offense is defined as one for which the penalty is reprimand.

Note 2: A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the Local Union must be given for infractions of any Rules and Regulations.

An employee shall not receive letters for violation of more than one rule as the result of any single incident or infraction.

Discharge must be by proper written notice, with a copy to the Local Union.

The foregoing Rules and Regulations have been formulated to serve as guideposts for the employees. It is to be understood that, in describing certain offenses and the penalties therefore, the Employer has not limited the violations for which it may discipline an employee to the offenses covered in these Rules and Regulations. The Employer may exert discipline in other types of cases should the situation warrant.

**ADD the following as NEW Section 4:** Human errors on logs are not considered cause for discipline.

**ADD the following as NEW Section 5:** The Employer will not over-supervise an Employee. There shall be mutual respect at the workplace. Employees, who believe they are being singled out for discipline, may file a grievance under this Article.

**ADD the following as NEW Section 6:** The Company will not use Fed-X to deliver a letter to Union employees.

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

**ADD NEW to end of Article 47:** All fingerprinting, background checks, and any other requirement made by a government body to acquire or maintain a CDL license or endorsement shall be paid by the Employer.

**ADD NEW Section 6:** Qualified employees shall be allowed to use sick leave as provided in Article 38, Section 1, on a daily basis, if so desired, notwithstanding previous National Interpretations.

## **ARTICLE 48. PAY PERIOD**

**ADD to end of Article 48:** Eight (8) hour penalty pay will be provided to employees not receiving paychecks by Friday morning.

**ADD NEW as Section 2:** If there is an overpayment, the Company will not deduct more than 50% (20%) (?) of employee's weekly gross at any one time.

**ADD NEW as Section 3:** Any overpayment to an employee will not be deducted from the employee's pay until the Company has given the employee and the union proof of the overpayment and one (1) week's notice.

## **ARTICLE 49. VACATIONS**

### **Section 1. Over-the-Road and Local Cartage Operations**

**ADD NEW to the end of Section 1:** The Company will post a vacation bid on December 1 of each year for the following year. This bid will remain posted until April 1<sup>st</sup>. Employees who sign this bid cannot be bumped off after the Company approves bids. Any employee who does not bid their vacation at the time of the bid will be allowed to ask for vacation as they need it, but the Company only has to allow the 15% listed in the contract off at one time. No employee can work through his vacation. If employee does not schedule his/her vacation by August 15<sup>th</sup>, the Company will assign weeks to be taken before the end of the year.

### **Section 2. Over-the-Road and Local Cartage Operations**

**In the fourth paragraph, CHANGE** minimum 15% off to a minimum of 24% (in breakbulks we have 10%ers); 30% in breakbulks. **Also, CHANGE:** "from January 1 to October 1" to "April 1 to October 1."

**CHANGE section to read:** Those employed two (2) years or more shall receive two (2) weeks vacation with pay each calendar year at the classification at which they worked for the greatest number of days in the six (6) month period prior to their vacation. Those employed five (5) years or more shall receive three (3) weeks vacation with pay each calendar year. Those employed ten (10) years or more shall receive four (4) weeks vacation with pay each calendar year. Those employed fifteen (15) years or more would receive five (5) weeks vacation with

pay each calendar year. An additional one (1) week vacation with pay would be added for every additional five (5) years of service with the Company.

**ADD to last paragraph as follows:** Employees who have vacation time coming and are on layoff may, upon their request, take any vacation they have accrued. Since they are on layoff, the Company must grant their request. The employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

#### **Section 4. Local Cartage Operations**

**DELETE and REPLACE with:** Vacation pay shall be based on average of last six (6) months worked, excluding full weeks of absence due to illness, accident, leave of absence, compulsory court appearances, lack of work, or other leaves approved by the Employer. Minimum vacation pay shall be forty-five (45) straight-time hours per week.

#### **Section 5.**

**CHANGE first sentence to read:** Employees earning two (2) weeks vacation may break one (1) week up and use on a daily basis.

**ADD to end of Section 5 as follows:** Employees with 15 years of service or more may take two (2) weeks vacation on a daily basis.

**ADD to end of Section 5 as follows:** When on a 4/10 hour bid, the employee will always be credited with five (5) vacation days when taking vacation week daily, or five (5) sick days, not four (4).

**ADD NEW as Section 6 as follows:** Two (2) extra weeks of unpaid vacation to employees who would like to exercise option.

**ADD NEW as Section 7 as follows:** Any employee who has earned vacation from the previous year will be paid that vacation even if he/she retires before December 31<sup>st</sup>. No employee will ever forfeit earned vacation for any reason.

## **ARTICLE 50. HEALTH AND HOSPITAL**

### **Section 1.**

**ADD NEW to end of first paragraph as follows:** Health and Hospital will be paid on first forty (40) hours worked. This will be paid in full by the Company.

## **ARTICLE 52. DEATH IN FAMILY**

**CHANGE third sentence from:** “One (1) day shall be paid” to “Three (3) days shall be paid for by the Employer in the event of the death of the mother-in-law and/or father-in-law to attend the funeral.

**ADD “Grandparent” to the second sentence.**

**CHANGE the first sentence from:** three (3) days to five (5) days.

## **ARTICLE 53. PROTECTIVE APPAREL**

**CHANGE to read:** Terminal yardmen and hostlers shall be provided with rain gear by the Company, or the Company will give the terminal yardmen and hostlers \$50.00 per year to supply their own.

## **ARTICLE 57. CANADIAN BORDER**

**ADD NEW Section:** Over the road drivers dispatched on runs that involve crossing the U.S./Canadian border will be paid one (1) hour straight time to compensate for the time involved in filling out in-transit manifests, Canadian inspection sheets, toll and customs delays. Any time in excess of one (1) hour will be paid as documented for waiting in bridge traffic. Any time spent in examination with U.S. or Canadian Customs authorities will be paid as straight time.

## **ARTICLE 60. LODGING (Over-the-Road Operations)**

**DELETE and REPLACE last sentence of third paragraph with the following:** A road driver required to bobtail to and from the motel shall be paid one-quarter

(1/4) hour each way at the regular hourly rate of pay. It will not be necessary to log this time unless the D.O.T. changes its rules to require it be logged.

**CHANGE fourth paragraph to read as follows:** If a road driver is required to wait over thirty (30) minutes for Company transportation, he shall be paid for all time over thirty (30) minutes until it is provided.

**ADD NEW paragraph to read as follows:** The rooms shall be air-conditioned. The acceptability of the conditioned air temperature shall be at the discretion of the driver with a replacement room, if necessary.

**ADD NEW paragraph to read as follows:** Lodgings must be of a type that is predominantly utilized by the traveling public. Lodgings that are used as temporary or transitional housing for local residents receiving public assistance (welfare), going through substance abuse treatment, etc. will not be utilized.

Lodgings with a history, as obtained through the local police department, of complaints regarding prostitution, narcotics trafficking, solicitation, and other offenses against the public good, will not be utilized. Hotel operators wishing to participate in lodging employees covered by this contract agree to cooperate in background checks with local, county and/or state police agencies as applicable.

Lodgings that have any evidence of insect and/or vermin infestation will not be used. If the primary location for lodgings, as selected by the employer, is found to have such infestation, employee will be given the option of going to an alternate location OF EMPLOYEE'S CHOOSING at the expense of the company, to include all transportation costs.

## **ARTICLE 61. PAID FOR TIME (Over-the-Road Operations)**

### **Section 1. General**

**CHANGE third paragraph to read as follows:** The extra board road drivers are guaranteed thirty-six (36) or forty-eight (48) hours off duty after completing six (6) tours, fifty-eight (58) hours if held in bed to seven (7) tours or more, seventy-two (72) hours or forty-eight (48) hours for twelve (12) tours, eighty-two (82) if held in bed to thirteen (13) hours or more. Nine (9) hours compensation layover shall count as one (1) tour.

**ADD NEW to third paragraph as follows:** The earned time off listed above will be in addition to the mandatory ten (10) hours off under the D.O.T. regulations. This paragraph also includes time off for vacations and roving holidays.

**CHANGE fifth paragraph to read:** There will be a mandatory two (2) hour work call at all locations, no exceptions.

**ADD NEW to end of Section 1 as follows:** The Employer shall maintain working fuel gauges. If it becomes necessary to “stick” the tank, the Employer shall have a properly marked fuel stick at each terminal, and the driver shall be paid for all time involved.

**CHANGE thirteenth (13) paragraph to read:** Lunch and safety breaks. All running times shall include the following for lunch and rest: 10.1 to 11 hours driving time (3 hours); 9.5 hours to 10 hours driving time (2 hours); 8 hours to 9.4 hours driving time (1.5 hours); 6 hours to 7.9 hours driving time (1 hour); 4 hours to 5.9 hours driving time (1/2 hour). At no time will the company dictate when the road driver takes above breaks.

## **Section 2. Call In Time**

**ADD NEW to end of Section 2 as follows:** Dispatch must notify drivers of load destination at home terminal when called for work.

**ADD NEW sentence to end of second paragraph to read:** Any issue that cannot be resolved by the state committee shall be forwarded to the Eastern Region and dealt with through the grievance procedure.

**ADD NEW sentence to end of second paragraph to read:** An extra board driver, who is called for dispatch and has consumed alcohol within the past six (6) hours and notifies the dispatcher of same, shall not be dispatched for at least eight (8) hours after the time he/she said he/she consumed the alcohol (Per Article 35, Section 4k, last paragraph).

**ADD NEW sentence to end of Section 2 as follows:** A bid driver at his B location, who is rested, shall be dispatched home before an extra board driver, regardless of who arrived first.

**ADD NEW paragraph to end of Section 2 as follows:** A bid is described as a run having a start time every day for turns, and every other day for bed runs (A-B



runs). There will be no bids working off a wheel. In setting up the bids, there will be 75% of the bids with both destination and time starts. The remaining bids will be turns or beds with time starts. Turns of more than 420 miles shall be bid as five trips per week, with the sixth trip optional. Bed runs of over 480 miles shall be bid as three, one week and two the next. An A-B driver who is sent to any destination other than home will be paid all time in bed. A turn driver who is put to bed shall also be paid all time in bed.

**DELETE from last sentence of last paragraph in Section 2 the words:** “all wheels” and **REPLACE with the words:** “the extra board wheel.”

**ADD NEW to end of Section 2 as follows:** If an extra board driver, who is off rest, waits more than 10 hours for a work call, he/she shall be allowed to call dispatch and drop to the bottom. This will insure that drivers are properly rested when they come to work. This only applies when the driver calls dispatch before dispatch calls him.

### **Section 3.**

**DELETE** all reference to free time in (a) and (b).

### **Section 4. Layovers**

**ADD to the end of the first paragraph in Section 4a the following:** To be paid a two (2) hour minimum on the 14<sup>th</sup> hour.

**CHANGE Section 4a to read as follows:** Road drivers relieved from duty at a terminal or point away from home shall be dispatched on a trip within fourteen (14) hours after time of arrival on his first sleep, twelve (12) hours after time of arrival on his second sleep, ten (10) hours after time of arrival on his third sleep. Driver not dispatched within fourteen (14) hours after time of arrival on first sleep, twelve (12) hours after time of arrival on second sleep, (10) hours after time of arrival on third sleep, but held over, shall be paid for each hour waiting time thereafter, not to exceed nine (9) hours in each succeeding twenty-four (24) hour period.

## **Section 5. Breakdowns and Impassable Highways**

**ADD as follows:** All breakdown time paid. No free time.

**In the second sentence of the first paragraph, ADD:** a period after sanitary lodging and **DELETE** meals and any other necessary expense.

## **Section 7. Foreign Power Courtesy**

**DELETE Section and REPLACE with the following:** When a foreign driver arrives in a terminal covered by the New York State Supplement where he/she is put to bed, he/she, after being rested, must be dispatched direct or via back to his/her home terminal or to a point from which he/she can be dispatched direct or via to his/her home terminal. It is a violation of the contract for a foreign driver to be dispatched over a primary lane other than his/her home terminal if bid driver does not get out on his bid, and said bid driver shall be paid for his lost bid. If no load is available to an extra board employee's home terminal, he/she may be dispatched to another point after the board is exhausted. It is permissible to run any driver to his home domicile with empties, without penalty.

**ADD NEW Section 8 to read:** Drivers to be reimbursed for passport and finger printing for C.D.L.

## **ARTICLE 62. PICKUP AND DELIVERY (OVER-THE-ROAD OPERATIONS)**

**ADD NEW to the end of first paragraph as follows:** An eight (8) hour penalty will be assessed to Employers who abuse this contractual language.

**ADD NEW to the end of fifth paragraph as follows:** Road drivers will be paid at hourly rate of time and one-half for all deliveries and/or pickups.

## **ARTICLE 63. MILEAGE AND HOURLY RATES (Over-the-Road Provision)**

### **Section 1. Mileage and Hourly Rates**

**CHANGE rates to reflect:** a one dollar (\$1.00) per hour increase each year of agreement.

**CHANGE all rates to reflect National increases.**

**ADD NEW to end of Section 1 as follows:** Paid for HAZMAT materials extra 2 cents per mile or better.

**ADD NEW to end of Section 1 as follows:** Long combination vehicle drivers shall receive \$0.25 per mile above rates specified herein.

## **ARTICLE 64. HOLIDAYS (Over-the-Road Operations)**

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

**CHANGE paragraphs 1 and 2 to DELETE:** "Good Friday" and **ADD:** an additional Roving Holiday.

**CHANGE paragraph 2 from:** two (2) Roving Holidays to four (4) Roving Holidays.

**ADD to end of second paragraph as follows:** Rovers will not be denied with proper notice to company.

### **Section 2. Qualifications – General Holidays**

**CHANGE last paragraph to read:** All employees will have the option to work holidays. If no one signs up to work, calling will be done in reverse seniority order.

**ADD NEW to end as follows:** Any driver who actually works on the holiday shall receive holiday pay.

### **Section 3. Qualifications – Roving Holidays**

**ADD to end of first paragraph as follows:** After eight (8) years of company seniority, all employees shall be granted a third (3<sup>rd</sup>) roving holiday. After fifteen (15) years of company seniority, all employees shall be granted a fourth (4<sup>th</sup>)

roving holiday. After twenty (20) years of company seniority, all employees shall be granted a fifth (5th) roving holiday.

**ADD to end of Section as follows:** Any Roving Holiday that is not used in the calendar year shall be paid in the first pay period in January using the same formula as sick days for qualifications.

## **Section 5. General Holiday Provisions**

**DELETE first sentence in second paragraph, and REPLACE with the following:** The employer must cancel all road bids for the Holidays listed in Section 1, first paragraph, except Good Friday. The cancellation will begin two (2) hours before midnight and end at 2400 hours on the holiday. A signup list of employees wishing to work will be posted at least seven (7) days prior to the holiday.

**ADD to the end of Section as follows:** The signup list for volunteer holiday work opportunities shall continue to be posted for seven (7) days prior to all approved holidays, but shall be taken down 24 hours prior to start of holiday work schedule, and replaced with a master list of all employees who have signed such list, and the list will be arranged in seniority order for the purpose of order of call. Additionally, no employee may volunteer for signup list within 24 hours of start of holiday work schedule. This final order of call list must be posted in a conspicuous place for all drivers to see no later than 12 hours prior to start of holiday work schedule, and a copy of this list must be furnished to the Union steward(s).

**AMEND this Section to include:** a requirement that employer post a holiday work schedule no later than 72 hours prior to start of holiday. This list will include all bid cancellations and anticipated manpower requirements for the entire duration of the holiday. This will allow all employees electing to stay home for the holiday to plan accordingly. Additionally, this provision must include all break-bulk terminals, and not be limited to EDL (end of line) terminals.

**CHANGE first paragraph to read:** If a road driver does any roadwork on the holiday, he/she shall receive an additional five (5) hours penalty pay plus his/her regular holiday pay.

**ARTICLE 65. SYSTEM OPERATION (OVER-THE-ROAD OPERATIONS)**

**ADD NEW as follows:** This will not be considered a bid for the purpose of Article 61, Section 2.

**ARTICLE 67. LUNCH PERIOD (Local Cartage Operations)**

**ADD to the end of first paragraph as follows:** All local employees shall be entitled to a fifteen (15) minute coffee break for every two (2) hours worked.

**ARTICLE 69. HOLIDAYS (Local Cartage Operations)**

**Section 1.**

**ADD to end of the first section as follows:** Any Roving Holiday that is not used in the calendar year shall be paid in the first period in January, using the same formula as sick days for qualifications.

**ARTICLE 72. WORKDAY AND WORKWEEK (LOCAL CARTAGE OPERATIONS)**

**DELETE second sentence of sixth (6<sup>th</sup>) paragraph and REPLACE with the following:** Pick-up and delivery should start and finish outside 25-mile radius of terminal.

**ADD to end of Section as follows:** No forced overtime will be implemented when employees are on layoff.

**CHANGE sixth paragraph to ELMINATE:** entire nine (9) hour bid.

**ADD NEW Section as follows:** Employees notifying employer prior to their start of their desire to work only eight (8) hours shall be guaranteed same, or allowed not to punch in.

**ADD NEW to end of seventh paragraph as follows:** On any given day when overtime becomes 20% over the number of straight-time hours worked, a laid-off

employee available shall be worked or paid. Another man will be added for every 5% above 20%.

**ADD NEW to end of ninth paragraph as follows:** Employees will not be disciplined for refusing to work over ten (10) hours in one day. Any employee who volunteers to work over the ten (10) hours will be paid an extra four hours at double his/her rate of pay.

**ADD NEW to end of tenth paragraph, last sentence, as follows:** “and will not be disciplined for refusing to work over the ten (10) hours.”

## **ARTICLE 73. BREAK BULK TERMINALS (Local Cartage Operations)**

### **Section 2.**

**CHANGE to ELIMINATE:** 10%ers.

**ADD NEW to Section to read:** 10%ers will be notified four (4) hours prior to the start of their shift.

**ADD NEW to Section to read:** 10% employees will get a forty (40) hour guarantee.

**UPDATE language in this section.**

### **Section 4.**

**CHANGE as follows:**

- language on sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) opportunity by seniority and not lost opportunity if one does not sign for shift.
- No casuals earning a freight petition shall be allowed to work before a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>).
- New language for 10%.
- Must use as replacement for known absence of a bid (90%) on a daily basis.
- Include laid off City Drivers to order of call.

**ADD NEW after first paragraph as follows:** A double punch on the same calendar day should never happen. 10% cannot do it.

**ADD NEW after first paragraph as follows:** The employer must post a daily work (signup) sheet for employees who are interested in working a sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) punch. The sheet must be posted seven (7) days in advance, and located in an area that both parties agree to for all employees to have access. The sheet must include the day, date, and agreed to starting times, and include enough room for the employee's name, where he/she can be reached/called, and seniority number.

**ADD NEW paragraph as follows:** A member will not be penalized for a missed opportunity for a sixth (6<sup>th</sup>) punch unless his first opportunity is more than 18 hours after the end of his last shift worked, and he did not sign up. The amount of employees called in for a sixth (6<sup>th</sup>) opportunity will dictate the number of employees that will be penalized for a sixth (6<sup>th</sup>) opportunity. The numbers must be equal.

**ADD NEW to end of Section as follows:**

Order of Call – Monday-Friday

1. 10% employees
2. L/O employees
3. Casuals as replacements for absence as outlined in paragraph (h) page 215.
4. Employees who signed for a work opportunity and did not get a sixth (6<sup>th</sup>) punch, provided they had seven and one-half (7-1/2) hours off and also can protect their bid start with 7-1/2 hours off prior to this start.
5. Casuals

Saturday & Sunday

1. 10%ers who have not had the opportunity to work five (5) days.
2. L/O employees who have not had the opportunity to work five (5) days.
3. Casuals as replacements paragraph (h)
4. Employees who signed for a work opportunity and did not get a sixth (6<sup>th</sup>) punch provided they had seven and one-half (7-1/2) hours off and also can protect their bid start with 7-1/2 hours off prior to this start.
5. Casuals

**ADD NEW to end of Section as follows:** 10%ers should be worked (called) for day (7:30 A.M.) afternoon (4:00 P.M.) or night (10:00 P.M.) shifts only.

**Section 5.**

**ADD to second paragraph as follows:** Any available bids will be given to 10%ers first in order of seniority.

**CHANGE replacement bids NEW language:** on proper procedure.

**DELETE last paragraph of Section, and ADD NEW language:** allowing “double bump.”

**Section 6.**

**CHANGE as follows:** Bid Yard employees shall be used only for yard, switching, compound (and bridge work, including “rescue missions”).

**APPENDIX A, C, and D (Section 2)**

**CHANGE to reflect the National increases.**

**APPENDIX D**

**ADD NEW as follows:** If an employee has already gone through wage progression with another National Master Freight Agreement employer, said employee shall immediately start at 100% of the full rate.

**REPLACE with the following:** Effective April 1, 2008, 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 (1<sup>st</sup>) day of employment – eighty percent (80%) of the current rate.
- (B) Effective first (1<sup>st</sup>) day of employment plus six (6) months – ninety percent (90%) of the current rate.
- (C) Effective first (1<sup>st</sup>) day of employment plus one (1) year – one hundred percent (100%) of the current rate.