

NATIONAL MASTER FREIGHT



EASTERN REGION SUPPLEMENTAL AGREEMENTS

MARYLAND – DISTRICT OF COLUMBIA

**- 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
MARYLAND – DISTRICT OF
COLUMBIA
SUPPLEMENTAL
AGREEMENT**

**MARYLAND –
DISTRICT OF COLUMBIA
FREIGHT COUNCIL
SUPPLEMENTAL
AGREEMENT**

**Covering
Western Maryland Over-the-Road
And Local Cartage Operations**

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.

Submitted 9/13/07

ARTICLE 40 – SCOPE OF AGREEMENT

Section 5. Subcontracting

ADD NEW: No foreign road drivers are to perform any drops and hooks at any MD-DC terminals whenever there is any combination or yardmen on duty at that terminal.

ADD NEW: Any subcontractors and cartage companies are not allowed to bump the docks at any MD-DC terminal with their equipment.

ADD NEW: No Employer shall subcontract out any work while a regular employee is on letter of lay-off regardless if the regular employee is called and offered work on that day.

ADD NEW: The Employer shall pay an additional eight (8) hours of contributions per day for each subcontractor used to the appropriate Health & Welfare and Pension Funds.

ARTICLE 42. ABSENCE

Section 2. Leave of Absence

CHANGE: sixty (60) days to ninety (90) days.

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES

ADD NEW: Employer shall bear the cost for employees to maintain HAZMAT endorsement, in addition to cost of background check and fingerprinting.

ADD NEW: Employer shall protect all personal information of employees and shall not post any personal information.

ARTICLE 48. FUNERAL LEAVE

ADD: Mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and spouse's grandparents.

ARTICLE 49. HEALTH AND WELFARE

ADD NEW: The Company will participate in a Disability Income Insurance Policy such as "AFLAC" or some other insurance company.

CHANGE to reflect: Increase all contribution rates \$2.00 per hour (to be divided between health and welfare and pension), each year of agreement.

(a)(2)

CHANGE to read in first paragraph: Employers party to this agreement with Teamsters Local 355, Baltimore, Maryland will make contributions to the appropriate fund on each employee for each hour paid, with a minimum of eight (8) per day and a maximum of fifty (50) hours a week. Effective April 1, 2008 each payment shall be \$_____ per hour.

CHANGE second paragraph: six (6) weeks to twelve (12) weeks and nine (9) months to twelve (12) months.

(a)(5)

CHANGE second paragraph: three (3) months to six (6) months.

CHANGE third paragraph: eight (8) tours of duty to one (1) tour of duty.

ARTICLE 50. PENSION FUNDS

CHANGE to reflect: Increase all contribution rates \$2.00 per hour (to be divided between health and welfare and pension), each year of agreement.

Section 1.

(a)

CHANGE to read in first paragraph: The Employers agree to the maintenance of the existing Pension Fund of Local 355, and effective April 1, 2008, agree to make payments of \$_____ per hour, for each hour paid with a minimum of eight (8) hours per day.

CHANGE second paragraph: six (6) weeks to twelve (12) weeks and six (6) months to twelve (12) months.

(e)

CHANGE second paragraph: eight (8) tours of duty to one (1) tour of duty.

CHANGE to read third paragraph: If a regular 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 contributions for a period of six (6) months. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such regular employee returns to work.

ARTICLE 53. SENIORITY

Section 1. Principle

(a)

DELETE in second sentence: not.

Section 1. Principle

(b)

CHANGE to read in second paragraph: Effective April 1, 2008, all regular employees hired on or after that date and all employees in progression shall receive one hundred percent (100%) of the current hourly /or mileage rates of pay.

DELETE: (a) – (g)

Section 5. Layoff and Recall

(b)

CHANGE to read last sentence: When supplemental and/or laid-off employees are offered work for three (3) days or more per week for two (2) consecutive weeks, the senior laid-off employee shall be recalled.

ADD NEW SECTION: The Company shall not use casuals while regular employees are on letter of lay-off.

Section 6. Transfers

DELETE first sentence: which the employer desires to fill.

ARTICLE 54. LOCAL CARTAGE PROVISIONS

NEW SECTION: When local cartage employees are required to make residential deliveries, the Company shall supply all necessary equipment in order to make said deliveries safely and efficiently. This would include 28' trailers; lift gates, pallet jacks, handcarts, and proper directions to the delivery and the telephone number of the consignee. Fifty-three (53) foot trailers will be used for full load single pickups or deliveries only. Driver shall have discretion to decline delivery if he deems said delivery will create unsafe conditions for the driver or others.

Section 1. Starting Times

ADD: For drivers with a bid start time, but no destination, they shall be offered their choice of runs in seniority order.

(a)

DELETE in second paragraph: except during the months of January, June, July, August and December.

(b)

CHANGE: two (2) hours to one (1) hour.

(c)

ADD NEW PARAGRAPH: All bids shall be posted for a period of seven days on the eight (8) day the bidding selection shall begin in seniority order. If an employee does not select a bid when it is their turn they shall be placed on the callboard. Once the next employee selects a bid you cannot change your selection. All new bids will become effective at the beginning of a workweek.

Section 3. Meal Period

MODIFY to reflect: Additional thirty (30) minute meal period and ten (10) minute break after ten (10) hours worked.

Section 6. Vacations

(a)

CHANGE to reflect:

1 year from date of employment 1 full week vacation with pay
2 years from date of employment 2 full week's vacation with pay
5 years from date of employment 3 full week's vacation with pay
8 years from date of employment 4 full week's vacation with pay
12 years from date of employment 5 full week's vacation with pay
15 years from date of employment 6 full week's vacation with pay
20 years from date of employment 7 full week's vacation with pay
30 years from date of employment 8 full week's vacation with pay
35 years from date of employment 9 full week's vacation with pay

MODIFY to read in last sentence: A weeks vacation shall be computed on the basis of one fifty-second ($1/52^{ND}$) of the employee's official W-2 earnings from the preceding calendar year with a minimum of forty-five (45) hours at the appropriate

hourly rate except that for the first year the employee's anniversary year earnings shall be used in computing vacation pay with a minimum of forty-five (45) hours at the appropriate hourly rate.

(c)

ADD in second paragraph: Employees who have earned one (1) week of vacation shall be permitted to take such vacation on a one (1) day at a time basis.

Section 7. Holidays

(a)

ADD: Employee's birthday, Martin Luther King, Jr. day, Christmas Eve and New Years Eve.

(b)

MODIFY to read in fourth sentence: The Company will make available at least five percent (5%) of the active work force per day at each terminal.

(d) Qualifying Holidays

ADD in first paragraph: This section does not apply to paid holidays during an employee's vacation period.

DELETE second paragraph: entire paragraph.

MODIFY to read in third paragraph: If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work or illness when employee is under doctors care, and such employee is called 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.

Section 11. Wages and Job Classifications

CHANGE to reflect: Increase all hourly rates \$1.00 per hour, each year of agreement.

Section 12. Workday and Workweek

ADD NEW: Employees may use paid sick days one at a time.

(b)

CHANGE to read in third paragraph: Overtime beyond the employee's scheduled eight (8) or ten (10) hour shift shall be voluntary.

Section 13. Order of Work Call

(a) (6)

DELETE: Casuals.

ADD NEW: All regular employees shall be offered premium work prior to casual/cartage.

(b) (7)

DELETE: Casuals.

DELETE: (8) Regular employees on overtime.

ADD NEW: All regular employees shall be offered premium work prior to casual/cartage.

ARTICLE 55. OVER-THE-ROAD PROVISIONS

Section 1. Bidding of Runs

(a)

DELETE in fourth paragraph: except during the months of January, June, July, August and December.

Section 4. Lodging

CHANGE: fifteen dollars and fifty cents (\$15.50) to fifty dollars (\$50).

Section 5. Paid-For-Time

(a)

CHANGE to read in second paragraph, second sentence: All time lost due to delays as a result of D.O.T. Inspections, over-load or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for by the employer.

(b)

ADD NEW: If a senior driver and a junior driver leave their home terminal going to the same destination, the senior driver has a one (1) hour grace period over the junior driver to arrive at said destination (for dispatch purposes).

Section 6. Mileage Rates and Over-the-Road Operations

(a)

CHANGE to reflect increase: doubles mileage rates seven and one-half cents (\$0.075) per mile, each year of agreement; single mileage rates two and one-half cents (\$0.025) per mile, each year of agreement; hourly rates \$1.00 per hour, each year of agreement.

ADD: When road drivers are required to transport hazardous material in any quantity placarded or non-placarded they shall be compensated an additional five cents (\$0.05) per mile in mileage pay, above the applicable single trailer or multiple trailer rates.

(d) Pickup and Delivery Limitations

(4)

ADD: No employee shall be required to build sets at the dock.

(5)

DELETE in first sentence: except that there shall be a total aggregate of thirty (30) minutes of terminal delay time during one (1) tour of duty, which shall not be compensable.

Section 7. Layovers

(a)

MODIFY to read second paragraph, first sentence: If he is held beyond the fourteenth (14th) hour, he shall be guaranteed two (2) hours pay, 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 after the run ends.

ADD AT END of second paragraph: When a driver is called for dispatch at an away-from-home terminal, and the dispatch for which the driver was pre-called is not available as projected, such driver shall receive actual delay time, in addition to the penalty provided herein, when held beyond the fourteenth (14th) hour.

MODIFY to reflect third paragraph: Increase meal allowances to fifteen dollars (\$15.00).

ADD NEW: When employees are knowingly dispatched on runs that cannot be made in allowable D.O.T. hours, they shall be paid for all time spent in waiting on D.O.T. hours.

(c)

DELETE: arbitrarily.

Section 9. Holidays

(a)

ADD: Employee's birthday, Martin Luther King, Jr. day, Christmas Eve and New Years Eve.

CHANGE: eight (8) hours straight time pay to ten (10) hours straight time pay.

(b)

CHANGE: eight (8) hours to ten (10) hours and four (4) hours to two (2) hours.

DELETE: last sentence.

(c) Holidays Falling on Saturday or Sunday

CHANGE: eight (8) hours to ten (10) hours.

(d) Qualifying for Holiday

CHANGE: eight (8) hours to ten (10) hours.

Section 12. Vacations

(a)

CHANGE to reflect:

1 year from date of employment 1 full week vacation with pay
2 years from date of employment 2 full week's vacation with pay
5 years from date of employment 3 full week's vacation with pay
8 years from date of employment 4 full week's vacation with pay
12 years from date of employment 5 full week's vacation with pay
15 years from date of employment 6 full week's vacation with pay
20 years from date of employment 7 full week's vacation with pay
30 years from date of employment 8 full week's vacation with pay
35 years from date of employment 9 full week's vacation with pay

ARTICLE 56. CASUALS

DELETE: entire article