

**Central Region
Local Cartage
Supplemental
Agreement**

Covering
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS

For the Period of
April 1, 2008 _____ **2013** through March 31, 2013 _____

In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, and West Virginia.

The _____ (Company) **ABF FREIGHT SYSTEMS, INC.** Thereinafter referred to as the “Employer”, and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS AND LOCAL UNION NO. , affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the “Union”, agree to be bound by the terms and provisions of this Supplemental Agreement

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2003 _____ **2013**, 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

Operations Covered

(a) The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”), on the part of the Employer shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, 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 one hundred (100) miles. However, it is understood that the area between the fifty (50) mile radius and the one hundred (100) mile radius may be serviced by employees operating under this supplemental agreement or an Over-The-Road Supplemental Agreement. The Company has the right to service small or marginal accounts or areas as they do presently and historically. Where there is a dispute as to what operations are presently and historically handled by interline or cartage operations the matter shall be referred to the Central Region Joint Area Local Cartage Committee. Present terminal to terminal operations will continue as they currently exist.

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.

(b) 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 purpose 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, receiving, assembling and allied work.

(c) The provisions of this Article shall not operate to restrict the provisions contained in Article 52 of the Central States Area Over-the-Road Motor Freight Supplemental Agreement.

At the end of the line terminals or dark terminals, a road driver that comes into the terminal may drop and hook his/her trailer or trailers and spot trailers to the dock or pull trailers from the dock even though there are local cartage/dock people on duty. This does not apply to the distribution centers or break-bulk terminals.

ARTICLE 41. 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 such employee 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 period, the employee's seniority date for all purposes shall be the first (1st) day worked as a probationary employee.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall or referral system, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he shall be compensated at the full contract rate of pay in effect at the time of termination for all hours worked retroactive to the first (1st) day worked in such period, and the Employer shall likewise pay the appropriate pension contributions for all days worked by the terminated 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. However, it is understood and agreed that days worked by casuals to replace a regular employee who is absent from work for a known extended illness in excess of a ninety (90) day period shall not be considered as replacement days for those days worked in excess of such ninety (90) days. 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. Casual employees shall not be used to deprive regular employees of overtime. Casuals put to work, shall be guaranteed six (6) hours of work or pay, but may be utilized for eight (8) hours at the employer's option.

(d) Where an Employer uses casuals to supplement his work force thirty (30) cumulative workdays within any ninety (90) calendar day period, such Employer shall be required to add one (1) probationary employee from among those that have worked during the qualifying period for each occurrence and such probationary employee to be added shall be designated no later than the beginning of the next payroll period. The seniority date for the probationary employee hired will revert back to the thirtieth (30th) day supplemental casuals were used. Failure to comply with this provision shall be subject to the grievance procedure.

(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, and a copy of same to the shop steward, 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 day and the hours worked, and;
- (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.

See Appendix A: Memorandum of Understanding per Central States Application of Casuals (Article 3).

Section 3. Union Membership

It shall be the Employer's obligation to notify all employees who are hired hereafter as provided for in the Master Freight Agreement that they will be required to join the Union prior to their employment on or after the thirty-first (31st) calendar day following their first (1st) 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, of the Master Freight Agreement.

Section 4. Employment Agency Fees

If employees are hired through an employment agency, the Employer is to pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 3, Section 1(c), and if the employee is retained through the probationary period, the fee need not be paid until the thirty-first (31st) day of employment.

Section 5. Work Assignments

The Employers agree to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units. This is not to interfere with bona fide agreements with bona fide unions.

There will be no bid forklift drivers.

When an employee bids or is assigned to a hostling job they will be required to do any type of hostling required.

Section 6.

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

Section 7. Transferability

When an opening for a regular position occurs in the over-the-road classification, employees on the Local Cartage seniority list in the same terminal will be notified of such opening, and those employees who sign up to transfer and are qualified to perform over-the-road work will be offered first (1st) opportunity for regular employment as an over-the-road employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41, Section 2(d) of this Agreement. It is understood, however, that such offer to these employees will only be made after the obligation set forth in Article 5, Section 5 of the National Master Freight Agreement has been fully satisfied. An employee who accepts

transfer under the provisions of this Section will retain overall seniority for fringe benefit purposes only, but will be placed at the bottom of the over-the-road seniority list and establish a new seniority date for bidding and layoff purposes as of the first (1st) day worked in the over-the-road classification.

When an opening for a regular position occurs on the drivers city board, dock personnel and road drivers at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as a city driver.

When an opening for a regular position occurs on the dock board, city drivers and road drivers at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work, will be given first opportunity for regular employment as a dock employee. This position will be awarded by current bidding seniority.

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 forty-eight (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 employees 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 employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. 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 & welfare and pension payments before the leave may be approved by either the Local Union or Employer.

Section 3. Alcoholism/Drug Use

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism and/or drug use. 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 Addenda except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

Section 4.

Employees who lose their driving privileges for off-duty traffic violations reported in accordance with the provisions of Article 35, Section 2, of the NMFA shall, upon written request, be granted a leave of absence in accordance with the provisions of Article 42, Section 2, until such time as driving privileges have been reinstated.

ARTICLE 43. SENIORITY

Section 1. Seniority

Seniority rights for employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, normal retirement, or more than a five (5) year layoff. Any employee on letter of layoff who works a total of twenty (20) cumulative days within any twelve (12) month period from date of layoff shall be granted an additional three (3) year layoff period from the date worked such twentieth (20th) day. In the event of a layoff, an employee so laid off shall be given fourteen (14) days' notice of recall mailed to his last known address. The employee must respond to such notice within seven (7) days after receipt thereof and actually report to work within seven (7) days after notifying the Employer unless otherwise mutually agreed. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

The Local Union and the Employer shall agree, subject to the approval of the Joint Area Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights. The Local Union and the Employer may, upon majority vote of the affected employees and subject to approval of the Joint Area Committee, mutually agree on seniority changes that might become necessary as a result of the new provisions contained herein.

Section 2. Equipment Purchase

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

Section 3. Posting

(a) Starting times and classifications will be posted for bid. Regular positions and runs where now bid are subject to seniority and shall be posted for bids except "House" accounts or "Contract" accounts. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy or position open for bid and such posting of bids shall be made not more than once each six (6) months, unless mutually agreed, excepting bids for new positions, vacancies, or operational needs. As described in Article 61, ten percent (10%) positions will be subjected to bid by seniority to the entire seniority list, and in order for employees to be eligible to bid such positions, they must be fully qualified to perform all the duties of combination employees in the local cartage classifications. Ten percent (10%) employees will be subject to all the terms and conditions of the ten percent (10%) non-guaranteed employee as defined in Article 61, regardless of such employee's bidding seniority. In the event of dispute on the time, manner and type of situation for bidding, the matter shall be submitted to the grievance procedure.

There shall be no requirement upon the Employer to post "House" or "Contract" accounts for bidding, except new positions and vacancies. However with respect to such accounts, drivers on those jobs shall remain on the jobs they came to the company with, or have gained by vacancies, or the increasing of trucks on such jobs after having been duly posted for bid and the only time company seniority shall apply is when an older company employee must be laid off because of lack of work in any company job. The driver laid off can then bump a "House" or "Contract" account job, provided the length of time before regular seniority shall apply on such accounts as the result of general layoff shall be twenty (20) working days, provided, however, that said twenty (20) day waiting period shall apply only once in a twelve (12) month period. When working conditions improve, permitting the senior driver or drivers to return to their former job, the account driver shall claim and return to his former job, and the bumped driver shall return also to his former job or to a position on the extra board according to his seniority. Employees of a cartage company on a "House" or "Contract" account which is lost in any manner to another company shall go with the account. If such successor company is not a party to this Agreement, then the Local Union shall attempt to negotiate for such employees with said successor company. If the successor company does not employ the "House" or "Contract" account drivers, they shall be retained by the Employer in accordance with their company seniority rights.

Layoffs

(b) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

An employee on letter of layoff will be offered work in any or all classifications (road, city, or dock) at his domicile, provided such employee has designated in writing prior to the Friday preceding the week in which they wish to be offered work in the classification that they designated for work opportunity.

Employees who designated that they will be available for call as noted above will be obligated to the employer for any and all work calls that week. Once an employee has indicated their willingness to accept work assignments in the classification chosen they will be held accountable

to be available for such work opportunity in the classification. Failure to do so will result in disciplinary action in accordance with the contract. The employee must call the Company prior to accepting other work for that day. If the Employer has no work available at that time for that day the employee will be considered released for that workday. Provided however that an employee at a non-breakbulk facility will be obligated up to and including 9:00 a.m. An employee at a breakbulk facility will be obligated to hold himself in readiness until 12:00 p.m. If further work develops during the workday, the employee is obligated to accept the work when contacted. If the employee has accepted work elsewhere or if the Company fails to contact the employee, the employee is not obligated to protect the work for that day.

Once an employee has provided the company with his choices, they will not change unless he personally changes the request in writing.

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.

For 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.

Casuals

(c) Casual employees shall not be used to deprive regular employees of overtime. Casuals put to work shall be guaranteed six (6) hours of work or pay, but may be utilized for eight (8) hours at the employer's option.

Section 4. Controversies

Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure.

Section 5. Retirement

There shall be no contractual mandatory retirement requirement, except as permitted by federal law.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

~~Section 1. Joint Local Area Committees~~

~~The Employers and the Local Unions within each area coming within the jurisdiction of the nearest Teamsters' Union Joint Council shall create a Joint Local Area Committee, which shall~~

~~consist of an equal number appointed by Employers and Unions. Such Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its meetings. Each Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its area.~~

~~**Section 2.**~~ **Section 1. Joint State Committees**

The Employers and the Unions in each of the following states shall together create a permanent Joint State Cartage 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 Cartage Committee shall consist of an equal number appointed by Employers and Unions. Each member may appoint an alternate in his place. The Joint State Cartage Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its proceedings. Each Joint State Cartage Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its state.

Postponement procedures are subject to Article 7, Section 2 (Grievant's Bill of Rights) of the Master Agreement.

~~**Section 3.**~~ **Section 2. Optional Cartage Committees**

Employers engaged principally in local cartage operations may, at their option, create separate committees at the local or state levels. ~~And~~ **If** they do so, then the over-the-road operators engaged in local cartage operations shall also create their separate committees at those levels.

~~**Section 4.**~~ **Section 3. Joint Area Committee**

The Employers and the Unions shall together create a permanent Joint Area Committee which shall consist of delegates from the Central States Area. This Joint Area Committee shall meet at established times and at a mutually convenient location. The Chairman of the Freight Division of the Central Region and the Chairman of the Employer (or Employer Association, where applicable) shall mutually agree on an established procedure for meeting expenses of the Central States Joint Area meeting.

The respective Chairmen of the Central States Area Supplemental Negotiating Committee shall meet within ninety (90) days subsequent to the effective date of the contract to establish a Local and Shorthaul Addendum Committee to consider local and shorthaul problems in the Central Region.

~~**Section 5.**~~ **Section 4. Function of Committees**

It shall be the function of the various committees referred to above 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 subcommittees duly appointed by such Committee.

It shall be the function of the various committees referred to above 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 except for warning letters which will be held in abeyance until further disciplinary action, i.e. Suspension or Discharge, is taken.

~~Section 6.~~ Section 5. Attendance

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

~~Section 7.~~ Section 6. Examination of Records

The Local Union, Joint Local Area Committee, Joint State Cartage Committee, or the Joint Area Cartage 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.

~~Section 8.~~ Section 7. Road and City Interpretation

When matters involving the interpretation of common language, clauses, articles, etc., of the Local Cartage Agreement and the Area Over-the-Road Freight Agreement are before a Joint Committee at any level of the grievance procedure, such matters shall be heard before the committee authorized under the Local Cartage Area Agreement grievance procedure.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. General

The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of settlement, as provided for in this Agreement, and in the Master Agreement, if applicable, of any controversy which might arise.

Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall apply

(a) Where a Joint Local Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint State Cartage Committee. Such decisions will be final and binding on both parties.

(b) Where a Joint Local Area Committee is unable to agree or come to a decision on a case, or where there is no such committee, it shall, at the request of the Union or the Employer involved,

be appealed to the Joint State Cartage Committee at the next regularly constituted session. Minutes of the local committee shall set forth the position and facts relied on by each party, but each party may supplement such minutes at the hearing before the Joint State Cartage Committee.

(c) Where a Joint State Cartage Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint Area Cartage Committee. Such decision will be final and binding on both parties.

(d) Where a Joint State Cartage 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 Cartage Committee at the next regularly constituted session, unless the parties mutually agree to umpire handling. Matters pertaining to interpretation are not subject to umpire handling at this level. Where the Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

(e) 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 Employer or the Union parties to the issue with notice to the other Secretary, to the Joint Area Cartage Committee at any time for final decision. At the request of the Company or Union representative, the Joint Area Cartage Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(f) Deadlocked cases and questions of interpretation shall be subject to the provisions of Article 8 (National Grievance Procedure) of the Master Agreement.

(g) 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.

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

(i) Any claim by an employee covered by this Agreement for additional compensation or benefits must be presented in writing within thirty (30) days from the end of the month in which the employee had knowledge of said claim. Failure to submit a claim within said thirty (30) days shall automatically bar any such claim from being presented to or against said Carrier either under this Agreement or otherwise; provided, however, that in the case of separate agreements, express or implied, between Employers and employees contrary to the terms of this Supplement or the Agreements, the thirty (30) days' limitation shall not apply. Where a State Committee has by prior agreement set a different time limitation, it shall continue.

Section 2.

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 & 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 seventy-two (72) hours' notice to the Employer of such delinquency in health & welfare and pension payments, the Local Union or Regions, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employers shall be responsible to the employees for losses resulting therefrom.

ARTICLE 46. DISCHARGE OR SUSPENSION

Subject to the provisions of Article 8 of the Master Freight Agreement, the Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Local Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven dishonesty or drunkenness which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of drunkenness. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty, per se, and will require at least one (1) warning notice prior to suspension or discharge. Prior warning notice is not required if the cause of discharge is drug intoxication as provided in Article 35, Section 3(a), of the Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; recklessness resulting in a serious accident while on duty; carrying of unauthorized passengers; failure to report any accident of which the employee is aware; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carrier Safety Regulations issued by the Department of Transportation; unprovoked physical assault on a company supervisor while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; that an employee has intentionally abandoned his equipment; sexual Harassment – ability of employer to take employee out of service immediately for proven sexual harassment.

Warning letters must be postmarked 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 for an accident. Letters of investigation shall be valid for forty (40) calendar days from the date of the accident.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. The nine (9) month time period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures outlined herein. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The Committees established by the Supplemental Agreement and the Master Agreement shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be

taken within ten (10) days by written notice, and a decision reached within (30) days from date of discharge, suspension or warning notice.

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. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 45, Section 1, of this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted for each state, but must be approved by the Joint State Committee for such state and by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid no later than (15) fifteen days from the date of the decision or settlement.

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. The Employer shall pay for all such examinations for all regular and probationary employees. 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 at 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 not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or doctor, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd) doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union. Disputes concerning back pay shall be subject to the grievance procedure.

Section 2. Identification Fees

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. No employee will be required to have

their drivers license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that required such identification to enter the facility.

Employees may be required to show their driver's license and Company identification to customers, and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license. The company identification will not have personal information on it such as home address or social security number.

Section 3.

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

ARTICLE 48. MEAL PERIOD

Employees shall, unless mutually agreed otherwise, take one (1) continuous thirty (30) minute lunch period in any one (1) day. No employee shall be compelled to take any part of such continuous meal 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 (2) 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 provision, but this revision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where the driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

ARTICLE 49. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. The Union and Employer may by mutual agreement provide for semimonthly 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. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee.

The Central States Joint Area Committee upon application by the Employer may waive the provision of this Article upon a satisfactory showing of necessity by the Employer. Where not prohibited by state law, Electronic funds transfer will be mandatory for employees hired after April 1, 2008.

ARTICLE 50. PAID-FOR TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in 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, until 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.

Section 2. Call-in Time

Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding workday. If called and not put to work, regular employees shall be guaranteed six (6) hours' pay at the rate specified in this Agreement for their classification of work. If such regular employee is put to work, he shall be guaranteed a minimum of eight (8) hours' pay. Other employees shall be guaranteed four (4) hours' pay at the applicable rate of pay if called and not put to work, and shall be guaranteed a minimum of six (6) hours' pay if put to work.

ARTICLE 51. VACATION

Section 1.

Employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

One (1) year employment	One (1) week
Two (2) years or more	Two (2) weeks
Eight (8) years or more	Three (3) weeks
Fifteen (15) years or more	Four (4) weeks
Twenty (20) years or more	Five (5) weeks
Thirty (30) years or more	Six (6) weeks

Vacations: Full-Time Employees

Effective for vacations to be taken in the year beginning January 1, 2004, all Supplements will provide that the vacation schedule will be no less favorable to the employees than the following:

6 weeks of vacation after 30 or more years of service.

Vacation pay shall be computed on the basis of forty-five (45) hours' straight-time pay for each week of vacation for 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 2.

During the first (1st) year of employment, the employee must work sixty percent (60%) of total working days in order to obtain his vacation and must have been employed for the full year. During the second (2nd) 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 as days worked.

Section 3.

All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%), shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. If mutually agreed to between the employee and employer, the employee will have the option to receive compensation for any earned vacation he is eligible for over three (3) weeks.

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the employer from the employee's check.

Section 4.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business.

Section 5.

An employee, upon the giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting on earned vacation.

Section 6.

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%). There will be a maximum of twelve percent (12%) of the active employees allowed off on any day including any alternate day selected by an employee.

Full week vacations 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.

Section 7.

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.

Section 8.

All days worked for the Employer shall count as time worked for vacation purposes, including days worked out of classification; however, vacation pay shall be computed on a pro rata basis, i.e., the days worked in the city shall earn vacation pay under the Local Cartage Supplement, and days worked on the road shall earn vacation pay under the Over-the-Road Supplement.

ARTICLE 52. HOLIDAYS

Section 1.

Regular employees shall not be required to work and shall be paid eight (8) hours' pay at the straight-time hourly rate for the following ten (10) holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th, Christmas, the employee's birthday, and a personal holiday; even when not worked and regardless of the day of the week on which it falls, provided they comply with the qualifications set forth hereinafter.

When an employee's birthday and/or personal day holiday falls on a day of the scheduled work week other than the first (1st) or last day, or outside of an employee's scheduled workweek, such employee may, at his option, take such holiday on the day of the week that it falls or select the last day of his scheduled workweek in which such holiday falls or the first (1st) day of such employee's next scheduled workweek as their birthday and/or personal day holiday for purposes of having a long weekend. If the employee opts for a long weekend, he shall give the Employer seven (7) calendar days' written notice of the date so selected and such employee shall not be eligible for work call during the period of such long weekend.

Section 2.

Regular employees called to work on any of the above listed holidays shall be paid a minimum of eight (8) hours' pay at two (2) times the regular rate in addition to the eight (8) hours referred to above.

Section 3.

In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed.

Section 4.

If the employee's birthday and/or personal day falls on one of the other holidays, he may exercise his option as outlined in Section 1 or, at his option, take either the day before or the day after said named holiday in lieu of the birthday and/or personal day. If the employee opts for either the day before or day after said named holiday, he shall give the Employer seven (7) days' written notice of the day so selected. It is further understood that the employee must take the selected birthday and/or personal day and shall not be entitled to any work opportunity on such holiday; however, if the birthday and/or personal day falls outside the employee's scheduled workweek, the Employer will pay the employee an extra days pay in lieu thereof unless mutually agreed otherwise. Employees shall not be compelled to take another day in lieu of this holiday.

Section 5.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Regular employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness, or non-occupational injury, or within the first (1st) six (6) months of absence due to occupational injury or during a period of permissible absence. This does not apply to employees taking leave of absence for full-time employment with the Union.

Any laid off employee on the Employers seniority list who works a day within the fifteen (15) days prior to the holiday and remains available for the full fifteen (15) days prior to the holiday shall receive compensation for such holiday. However, an employee who declines work during this period shall not qualify for holiday pay. This provision shall also apply to any laid off employee working out of classification provided they qualify as required in this section.

Any laid off employee on the Employers seniority list who works a day within the fifteen (15) days after a holiday and remains available for the full fifteen (15) days after the holiday shall receive compensation for such holiday. However, an employee must qualify during one of the qualifying periods to be eligible for holiday pay.

An exception to these qualifications would be absence due to illness, injury or mutual agreement provided the employee worked one (1) day during the qualifying period. This shall apply uniformly throughout the supplemental area regardless of present practice in this regard.

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 as provided in Article 43, Section 1, of this Agreement during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra days pay for each holiday, in the week in which he returns to work. Said extra days pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreement. An employee who was 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.

ARTICLE 53. 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 and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and such day after the funeral would otherwise have been a compensable workday for the employee.

To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty.

The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

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 54. HEALTH AND WELFARE BENEFITS

"Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement 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.”

ARTICLE 55. PENSIONS

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement 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.”

ARTICLE 56. LEASED EQUIPMENT

Section 1.

For the purpose of protecting the established driver’s rate, minimum rental rates for the leasing of equipment owned by an employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by 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 they produce the minimum cost of operating the equipment in addition to full driver’s wages and allowances.

Section 2.

In the event 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.

Section 3.

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 city employees owning and operating their own equipment.

ARTICLE 57. SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee (subject to the provisions of Article 23 of the Master Freight Agreement). Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 58. SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, with toilet facilities and a clean break/lunchroom area. The Employer also agrees to maintain sanitary drinking water at all terminal locations. An emergency first-aid kit shall be furnished within a reasonable distance of the Employer's dock.

ARTICLE 59. RAN GEAR, APRONS, GLOVES, AND YARD LIGHTS

Terminal yardmen and hostlers shall be provided with rain gear including rubber gloves. Any employee physically handling, in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire or acids, shall be provided with rubber or leather aprons and gloves.

Employees handling toxic material shall also be furnished with respirator masks and rubber gloves. Employees working in or around posted areas of aircraft shall be furnished with protective ear devices.

No employee may be compelled to use equipment other, than his Employer's except to load or unload to or from the tailgate or to or from the platform or dock in the immediate vicinity.

The Employer shall provide adequate yard lighting at all terminals in accordance with the Industrial Code in the area.

ARTICLE 60. WAGES

*****SEE ECONOMIC PACKAGE*****

Section 2.

In addition, the maximum wage rate spread between drivers' rates and checkers' rates shall be ten cents (10¢) per hour. The maximum wage rate spread between checkers' rates and dockmen's rates shall be ten cents (10¢) per hour.

Employees required to maintain their CDL shall be compensated for the driver's rate for work performed. Where the wage rate spreads on April 1, 1994, are in excess of those set forth above, the spreads will be reduced proportionately during the life of this Agreement in accordance with the agreement of the parties

so as to come into compliance with the above provisions. Any disputes over the method of narrowing such differentials which cannot be mutually adjusted on a local level shall be submitted to the Joint Area Committee for final determination.

Except as provided above, the same classification differentials which now exist in Local Cartage agreements shall remain in effect, and appropriate increases shall be granted to maintain such differentials.

Where appropriate, classifications of Switchman (or Hostler) and Forklift Operator may be established, but the creation of such classifications shall not result in increases in pay or additional pay differentials.

A classification of Teamster Rigger shall apply where work is performed under an 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 of equipment making lift or hoist. The minimum differential for Rigger classification shall be twenty-five cents (25¢) per hour. Premium differentials shall remain the same.

Section 3.

The various Addenda negotiated pursuant to the Central States Area Local Cartage Supplemental Agreement for the period commencing February 1, 1955, insofar as such Addenda established higher hourly rates, eliminated differentials, etc., subject to Article 2, Section 5, of the Master Freight Agreement, such Addenda shall be attached to this Agreement and become a part thereof.

ARTICLE 61. WORKDAY AND WORKWEEK

Section 1.

The standard guaranteed workweek shall be forty (40) hours per week, and the standard guaranteed workday shall be eight (8) hours per day. **Dock/P&D** work shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday. **The Tuesday through Saturday shifts will be limited to 10% of the active seniority list with a minimum of one and may be utilized at Non-Distribution Centers where there is no flexible work week established. Monday premium time will be offered in line of seniority.** ~~However, where the workweek is now limited to the period from Monday through Friday, that condition shall continue unless the parties agree otherwise.~~

The Employer and the Union by mutual agreement may establish a four (4) consecutive and/or non-consecutive day workweek with a daily ten (10) hour guarantee.

Premium day overtime as well as daily overtime will be offered on a seniority basis.

Ninety percent (90%) of the regular employees shall be guaranteed forty (40) hours' work or pay. However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide illness or accident, Jury duty, or attendance at a funeral compensable under Article 53, shall have broken his weekly guarantee and shall be eligible for Saturday, Sunday or

holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

An employee who misses work as a result of a bona fide illness or off-the-job injury must substantiate such bona fide illness or accident by presenting a doctor's certificate to the Employer prior to his scheduled starting time on the day on which he returns to work. This shall apply to brief as well as extended periods of absence.

It is agreed that the standard forty (40) hour workweek need not apply to ten percent (10%) of the regular employees with a minimum of one. (Seniority must be recognized.) Probationary employees shall be considered regular employees for the purpose of this provision.

When casual employees are used three (3) or more days or with regularity in any one (1) week, they shall be included on the seniority list for the purpose only of determining what employees shall receive the weekly guarantee. This shall not apply to casualls used to replace absentees. The ninety percent (90%) test shall be applied to the highest number of employees put to work in that week.

All hours worked on Sundays or holidays or on the seventh (7th) consecutive day or in excess of ten (10) hours per day shall not apply against the guarantee but must be paid in addition in the guarantee.

In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1-1/2) times the regular rate, provided the holidays fall within the scheduled workweek.

Unless specifically provided otherwise in the applicable Supplemental Agreement, four (4) hour casualls may be used to supplement the regular workforce if all available regular employees at the applicable Employer facility are working or scheduled to work. Four (4) hour casualls shall not be started after 8:00 a.m. for morning shifts and earlier than 4:00 p.m. for evening shifts, and shall not be called for less than four (4) hours work. Four (4) hour casualls are required to start on the scheduled bid start time or end by the conclusion of the shift. If worked over four (4) hours in a shift, a four (4) hour casual shall be guaranteed eight (8) hours of work and that shift shall be counted as a supplemental day for the purpose of adding new employees. Four (4) hour casualls shall not be worked on a "back-to-back" or overlapping basis.

No employee will work more than one (1) shift in a twenty-four (24) hour period. (Example: 12:00 a.m. to 12:00 a.m.)

The Employer shall use four (4) hour casualls to perform dock work only unless the Local Union agrees otherwise.

Four (4) hour casualls in the Central States Region shall receive pension contributions for days worked consistent with the provisions of the Central States Pension Plan.

A laid-off employee called for work will be called for an eight (8) hour shift.

Guidelines covering the use of four (4) hour casuals will be in accordance with the Central Region Local Cartage Supplemental Agreement.

Work rules governing the use of four (4) hour casuals will be by the Local Union.

Call-in Time

Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal, and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding workday. If called and not put to work, regular employees shall be guaranteed six (6) hours pay at the rate specified in this Agreement for their classification of work.

If such regular employee is put to work, he shall be guaranteed a minimum of eight (8) hours pay. Other employees shall be guaranteed four (4) hours pay at the applicable rate of pay if called and not put to work and shall be guaranteed 6 hours pay if put to work. The ten percent (10%) of the men who do not receive the forty (40) hour guarantee may be scheduled to work a flexible workweek—any five (5) days Monday through Saturday.

The ninety percent (90%) employees may be scheduled Monday through Friday, or Tuesday through Saturday.

~~The above guaranteed workweek shall not apply to those instances where employees are working a Monday through Friday workweek with premium pay for Saturday work. Nothing herein contained shall prevent the Local Union and the Employer from mutually agreeing to change their present method of overtime and guarantees to put into effect the above provisions.~~

Section 2.

All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate, but not both. Overtime shall not be pyramided. No dock, yard or other city employee shall be required to work more than ten (10) hours in any one (1) shift. This applies to city drivers only when they return to their terminal after completing their assigned work in the city. It is mutually understood, however, that with respect to a cleanup shift, the last two scheduled start times of the day, the necessary number of employees on these shifts in reverse seniority order would be required to stay and protect the additional work requirement. All employees, (bid, percenter, supplemental or replacement) working on a clean up shift shall be included as part of that shift. Seniority shall prevail for overtime purposes.

Forced Overtime shall be announced at least one (1) hour before the end of the shift.

Section 3.

One and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed on the seventh (7th) consecutive day of work, and for Sunday, as such. Where the seventh (7th) consecutive day of work falls on Sunday, double time shall be paid.

Section 4. Work in Other Classifications

When an employee is requested to do work in a higher rate classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rate classification, he shall receive his regular rate of pay for all such lower rate work performed.

Section 5.

In the event the Employers 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 agreement between the Employer and the Local Union, and the rate of pay established by such other Local Union or agreement is higher than the rate of pay prevailing in this Agreement, the higher rate of pay shall prevail for such work actually performed.

Section 6. Flexible Workweek

It is agreed by the parties that upon proper notice by the Employer to the Local Union, a flexible workweek operation may be established in a terminal with seven (7) day operations employing dock men and hostlers. Present agreed to flexible workweeks as of March 31, 1985, shall remain in effect.

If the Employer discontinues the flexible workweek operation (less than seven (7) days per week) for other than brief periods of time, the Local Union shall have the right to give thirty (30) days' written notice of the termination of the flexible workweek. In the event of termination, all other provisions of Article 61, shall apply.

In order to establish a flexible workweek as herein provided, such flexible workweek must meet the following standard criteria. All other terms and conditions not provided in these criteria shall be covered by the Master Freight Agreement and the appropriate Central States Area Local Cartage Supplemental Agreement and recognized interpretations thereof. Nothing contained herein is intended to preclude the parties to this Agreement from mutually agreeing to a flexible workweek on a local or statewide basis provided they meet the standard criteria set forth herein.

Ninety percent (90%) of the regular employees will be guaranteed forty (40) hours per week and will be scheduled any five (5) consecutive eight (8) hour days. By mutual agreement, the Local Union and Employer may establish any four (4) consecutive ten (10) hour days in a workweek for dock men and hostlers. In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for employees scheduled for five (5) eight (8) hour days or ten (10) hours for employees scheduled for four (4) ten (10) hour days for each such holiday when such holidays fall within the scheduled workweek.

Ten percent (10%) of the employees scheduled to work during their workweek, Sunday through Saturday, will not receive a weekly guarantee. When a ten percenter (10%'er) and/or laid-off employee attains five (5) eight (8) hour days or four (4) ten (10) hour days, that employee shall be treated as a ninety percent (90%) guaranteed employee for the purpose of determining premium work and pay for the employee's workweek. Once the ten percent (10%) and/or laid-off employee's receive the equivalent of forty (40) hours' straight-time pay in any national holiday week, he will be treated as a ninety percent (90%) employee. The number of ten percent (10%) employees shall be calculated as ten percent (10%) of the active combination or separate seniority roster, whichever is the case.

All employees will be paid time and one-half (1 1/2) for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) consecutive day of their 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.

Starting times for regular positions shall be posted for bid, but not more than once each six (6) months unless mutually agreed otherwise, except bids for new positions, vacancies, or operational needs.

The formula for the adding of new bids shall be based on the number of supplemental employees used on any shift four (4) days per week for four (4) consecutive weeks. Supplements to the work force must be started at shift starting times. There shall be no changing of shifts to defeat the overtime provisions. There will be no forced overtime provided the employee notifies the Employer in writing at the start of the shift. This provision may only be applied by an individual employee once in any thirty (30) day period unless by mutual agreement. No more than ten percent (10%) of the total employees working on any individual shift may apply the above on any given day. Requests shall be honored by seniority.

No employee shall be permitted to start more than one (1) shift within any one (1) calendar day (0001 to 2400 hours). Unless mutually agreed by the Local Union and the Employer, there will be no back-to-back shifts allowed. In order to qualify for supplemental work on their fifth (5th), sixth (6th), or seventh (7th) day, employees must be able to protect their regularly scheduled shift and must have seven (7) hours off provided there is no violation of Department of Transportation regulations.

When an employee's bid schedule changes as a result of a new bid, job abolishment or bumping, the employee shall have the option to work enough days to guarantee forty (40) hours for that pay period or have the option to take days off prior to the commencement of the new bid. If the employee elects to work the days prior to the commencement of his new bid, such days will be worked at straight-time pay. The employees must let the Company know their intentions in writing.

(a) The following shall constitute the order of call after bid employees on days other than holidays:

(1) Ten percent (10%); b. laid off; and, c. probationary employees, who have not worked forty (40) hours that week.

(2) Laid-off employees working out of classification and casuals if needed to complete the day's schedule bid complement.

(3) Ninety percent (90%) employees in order of seniority on days off.

(4) Casuals

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

(1) Pay 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 workweek.

(2) 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).

(3) 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).

(4) 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.

(c) Employees in flexible workweek operations whose regularly scheduled days off are Thursday and Friday will be given their regular paychecks no later than the end of their shift on Wednesday prior to payday, if the checks are available, with the understanding that the checks will not be cashed prior to the date on the checks.

ARTICLE 62. SICK LEAVE

Effective April 1, 1998, and thereafter all employees shall receive five (5) days of sick leave per contract year.

Sick leave not used by March 31st of any contract year will be paid on March 31st at the applicable hourly rate in existence on that date. Each day of sick leave shall be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate.

Sick leave will be paid to eligible employees beginning on the first (1st) day of absence due to sickness or accident.

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

ARTICLE 63. WORKER'S COMPENSATION

All provisions contained in Article 14 - Compensation Claims, of the National Master Freight Agreement, are incorporated by reference into this Supplement.

ARTICLE 64. TERMINATION CLAUSE

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

APPENDIX A
MEMORANDUM OF UNDERSTANDING
PER CENTRAL STATES APPLICATION OF
CASUALS

(ARTICLE 3)

The Central States Joint Supplemental Negotiating Committee agrees to the following application of Article 3, Section 2(b) (4) & (7) of the National Master Freight Agreement.

Where legal, it shall be the sole obligation of each Local Union to provide each Signatory Carrier within its jurisdiction with a list of casual employee's who meet certain criteria (employees who are on layoff from a Signatory Carrier or who are laid off as a result of a Signatory Carrier going out of business and to laid off employees who had regularly performed work of the kind, nature, or type performed by carriers covered by the NMFA). The list should contain the employees, name, telephone number, social security number and basic qualifications.

Within twenty-five (25) days of receipt of such list, Carriers who are utilizing casual help with some regularity must establish a preferential casual hiring list consisting of five percent (5%) of the work force with a minimum of one (1). In figuring percentage of the work force, fractions shall be figured as we do money (1.5 = 2).

The effective date of this Memorandum of Understanding shall be the date on which each Signatory Carrier receives such list from the Local Union choosing to exercise this option.

The thirty (30) supplemental days in a ninety (90) calendar day present formula shall continue to apply with regard to additions to the work force and when the formula is triggered and the work force is increased, the preferential casual hiring list shall likewise be increased so as to maintain the agreed to maximum five percent (5%) of the work force with a minimum of one (1). This shall be the sole criteria used to increase the work force and maintain the preferential casual hiring list.

Employees who are placed on the preferential casual hiring list, must be available for call and any unreasonable failure to be available may result in removal from such lists. The preferential casuals shall also be subject to the disciplinary provisions of the labor agreement. Casuals on the preferential casual hiring list, shall have full access to the grievance procedure.

NOTE: It is our intent to deal with casuals on the preferential casual hiring list similar to the manner in which we deal with laid off employees in respect to disciplinary measures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of April 1998, to be effective as of April 1, 1998, except as agreed otherwise by the parties.

**FREIGHT DIVISION
CENTRAL REGION OF TEAMSTERS
LOCAL CARTAGE NEGOTIATING COMMITTEE**

Gordon Sweeton, Chairman

**TRUCKING MANAGEMENT, INC.
CENTRAL STATES AREA
LOCAL CARTAGE NEGOTIATING COMMITTEE**

, Chairman

IN WITNESS WHEREOF, the undersigned duly execute The Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By

(Signed)

Its

(Title)

FOR THE EMPLOYER

By

(Signed)

Its

(Title)

Home Office Address:

(Street)

(City) (State) _____

(Date Signed)