

# **SUMMARY OF TENTATIVE AGREEMENT**

## **CENTRAL PENNSYLVANIA OVER-THE-ROAD AND LOCAL CARTAGE SUPPLEMENTAL AGREEMENT**



### **Two-Person Meeting**

**Chicago, IL.  
May 20, 2013**

- The parties reserve the right to correct inadvertent errors and omissions.
- Where no reference is made to a specific Article or Section, thereof, such Article and Section are to continue as in the current Supplement, as applied and interpreted during the life of such Agreement.

**CENTRAL PENNSYLVANIA  
OVER-THE-ROAD AND LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT**

**For the Period:  
April 1, ~~2008~~ 2013 to March 31, ~~2013~~ 2018**

**PREAMBLE**

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and Local Union Nos. 229, 401, 429, 764, 771, 773 and 776, affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters (hereinafter referred to as the Union) agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the “~~ABF National~~ **ABF** ~~National~~ Master **Freight** Agreement” for the period commencing April 1, ~~2008~~ **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**

**Section 1. - Operations Covered – No Change**

**Section 2. - Employees Covered – No Change**

**Section 3. – No Change**

**Section 4.**

(a) This Area Supplement to the ~~ABF National~~ Master **Freight** Agreement does not cover or prescribe the terms and conditions of employment for the following classifications of employees which had been covered in the expired Central Pennsylvania Local Motor Freight Agreement for the period August 15, 1962 through August 31, 1964: office employees, mechanics, garage employees, garage helpers, greasers.

Wage rates and other conditions of employment covering these job classifications are now prescribed in the Central Pennsylvania Mechanics and Office Employees Agreement, effective April 1, 2008. It is agreed, however, that employees in these categories continue to be a part of the Transport Employers Association, Inc. bargaining unit.

(b) It is agreed that the employees in the classifications of mechanics, garage employees, garage helpers and greasers which classifications have been excluded from this Supplemental Agreement, shall continue, however, to accrue, and hold Company and terminal seniority and the right to claim work in the job classifications remaining in this Supplemental Agreement, according to their seniority and subject to their qualifications for the work claimed, where such right has prevailed in the past.

**ARTICLE 41 – LEAVE OF ABSENCE**

**Section 1. - Time Off for Union Activities – No Change**

**Section 2. - Leave of Absence – No Change**

**Section 3. – No Change**

**Section 4. – No Change**

**ARTICLE 42 - SENIORITY**

**Section 1. – No Change**

**Section 2. – No Change**

**Section 3. – No Change**

**Section 4. – No Change**

**Section 5. – No Change**

**ARTICLE 43 – GRIEVANCE PROCEDURE**

~~NOTE: The Local Union may waive the Joint Local City Grievance Committee, as hereafter described, for the life of this Agreement by submitting written request to the Secretary of the Joint Area Grievance Committee. Local Unions who waive the Joint Local City Grievance procedure may have cases of continuing liability submitted to the Secretary for scheduling between regular meetings of the Joint Area Grievance Committee. The panel for the special hearings will consist of three (3) representatives for the Employer and/or Employer Association, where applicable and three (3) representatives for the Local Unions.~~

**Section 1. - ~~Joint Local City Grievance Committee~~ Grievance Procedure**

~~(a) For the purpose of settling grievances and disputes which may arise under this Agreement between the parties hereto, each Local Union shall establish a Grievance Committee, consisting of two (2) persons; and the Employer and/or Employer Association, where applicable, operating within the jurisdiction of each Local Union,~~

~~shall also establish a Grievance Committee consisting of two (2) persons. The Grievance Committees of the Union and of the Employer and/or Employer Association where applicable shall be constituted as the Joint Local City Grievance Committee and shall conduct their meetings within the framework of the "Rules of Procedure" as adopted by the Joint Area Grievance Committee. If the Joint Local City Grievance Committee demonstrates an inability to act within the framework of the Joint Area Grievance Committee "Rules of Procedure", such Joint Local Committee shall be subject to specific rules of procedure as adopted by the Joint Area Grievance Committee. The expenses incurred by the Joint Local City Grievance Committee shall be borne equally by the Union and Employer and/or Employer Association, where applicable.~~

~~(b) It is agreed that in the handling of grievances before a Joint Local City Grievance Committee, the parties to the grievances in issue, including the employee filing the grievance, another employee of the same Employer or a representative of the Employer, are prohibited from serving as Committee members.~~

~~(e)~~ **(a)** Employees initiating grievances shall set forth their claim, in writing, to the Employer with a duplicate copy to the steward and/or the Union Representative within seven (7) calendar days after he/she returns to his/her home terminal or seven (7) calendar days from the occurrence of the matter. In the event the employee fails to comply with these provisions of paragraph ~~(e)~~ **(a)** the grievance shall be considered untimely, thereby waiving his/her rights under the provisions of Article 43. The Union shall, in its sole discretion and judgment, determine whether grievances initiated by employees have sufficient merit to justify their submission through the grievance procedure established herein. The Union Representative or steward shall first endeavor to settle the matter by direct negotiations with the Employer, failure to resolve the matter, the grievance shall be submitted to the **A.B.F. Joint Local City Area** Grievance Committee within thirty (30) days of the date of the grievance.

In the event more than one employee initiates a grievance, all employees shall be named in the grievance. In cases of monetary claims, each named employee shall set forth his/her specific claim in the grievance.

~~(d)~~ **(b)** The Union may initiate grievances by setting forth its claim in writing, signed by a Union representative and filing the same with the Employer within ten (10) calendar days from the date of the occurrence of the matter. In the event the Union fails to comply with these provisions of paragraph ~~(d)~~ **(b)** the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The Union shall have the right to file and obtain adjustment of a grievance, notwithstanding the fact that it was or could have been the subject of an employee's grievance which was not filed by an employee.

~~(e)~~ **(c)** The Employer may initiate grievances by setting forth his/her claim, in writing, signed by an authorized representative and filing the same with the Union within ten (10) calendar days from the date of the occurrence of the matter. In the event the Employer fails to comply with those provisions of paragraph ~~(e)~~ **(c)** the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The

rights and privileges of the Employer under this paragraph shall be the same as the rights and privileges of the Union under paragraph ~~(d)~~ **(b)** hereof.

~~(f)~~ **(d)** The parties shall attempt to meet and settle a grievance within a period of seven (7) days from the date of filing of the grievance. Should the parties to any grievance be unable to settle, resolve or adjust the matter within the period prescribed above, or any extended period, which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have the right to submit the grievance to the **A.B.F. Joint Local City Area** Grievance Committee.

~~A Joint Local City Grievance Committee shall have the jurisdiction of all grievances referred to it, except as set forth in paragraph (g) hereof. The majority decision of the Committee shall be final and binding on all parties, with no further appeal.~~

~~(g) The Joint Local City Grievance Committees shall not have jurisdiction over or authority to decide any grievance which;~~

~~(i) involves a discharge, the uniform construction, application, operation or interpretation of this Agreement;~~

~~(ii) pertains to a matter, the decision as to which would involve more than one Local Union, a party to this Agreement;~~

~~(iii) involves claims for delinquent contributions to Health and Welfare Funds (Article 49) and/or Pension Fund (Article 50). Such claims shall be heard and resolved as provided in Section 5.~~

~~Grievances which are within the scope of (i), (ii) or (iii) above shall be referred to and decided by the Joint Area Grievance Committee. A decision and an award by a Joint Local City Grievance Committee which is within the scope of (i), (ii) or (iii) above shall be null and void.~~

~~The Joint Area Grievance Committee shall hear and decide a grievance when any party hereto contends:~~

~~1. the Joint Local City Grievance Committee has no jurisdiction or authority to hear and decide a matter because it is within the scope of (i), (ii) or (iii) above;~~

~~2. a decision and an award of a Joint Local City Grievance Committee is null and void because the issue decided is within the scope of (i), (ii) and (iii) above.~~

~~(h) When a majority of a Joint Local City Grievance Committee fails to reach a decision or agree upon a settlement the matter shall be submitted to the Secretary of the Joint Area Grievance Committee.~~

## **Section 2. - A.B.F. Joint Area Grievance Committee**

(a) The A.B.F. Joint Area Grievance Committee shall be composed of the representatives of the Employer and/or Employer Association, where applicable and the representative or alternate from each of the Local Union Nos. 229, 401, 429, 764, 771, 773, 776. The expenses incurred by the A.B.F. Joint Area Grievance Committee shall be borne equally by all the Local Union, Employer and/or Employer Association, where applicable, members who are parties to this Agreement. This Section may be modified by the Committee's Rules of Procedure.

(b) The efficient operation of the Committee including those matters related to but not limited to the selection and duties of the Secretary, the preparation of the agenda, the scheduling and hearing of cases and the expenses of the Committee shall be governed by the Committee "Rules of Procedure".

The Secretary, if not a member of the A.B.F. Joint Area Grievance Committee, shall have no voice in making decisions and shall perform only the duties assigned to him/her by the A.B.F. Joint Area Grievance Committee.

The Secretary shall attend the meetings to prepare and keep the minutes and provide copies of the minutes to the members of the Committee and shall also provide copies of the decisions of the A.B.F. Joint Area Grievance Committee to all Employer and/or Employer Association, where applicable, members and Local Unions who are party to cases heard.

(c) A grievance to be heard by the A.B.F. Joint Area Grievance Committee must be in writing and submitted to the Secretary on the agreed-to submission forms seven (7) days prior to the meeting of the A.B.F. Joint Area Grievance Committee. It is agreed there shall always be equal representatives of the Local Unions and Employer and/or Employer Association, where applicable, members on the A.B.F. Joint Area Grievance Committee and the decision of the majority of the Committee members present at the meeting shall be final and binding on all parties with no further appeal.

(d) It is understood and agreed the Employer and the Local Union involved in a proceeding before the Committee will be ineligible to act as a member of the A.B.F. Joint Area Grievance Committee during that proceeding.

(e) When the A.B.F. Joint Area Grievance Committee fails to reach a majority decision, the case shall be considered deadlocked and referred to the A.B.F. Eastern Region Joint Area Committee.

Discharge cases, which have been deadlocked by the A.B.F. Eastern Region Joint Area Committee, shall be referred back to the Central Pennsylvania Negotiating Committee for resolution. Failure of the Central Pennsylvania Negotiating Committee to resolve the issue, it shall be submitted to final and binding arbitration as set forth in the Central Pennsylvania Joint Area Grievance Committee Rules of Procedure.

(f) A pay award of the **A.B.F.** Grievance Committee referred to above, or a pay claim resolved between the Local Union and the Employer, shall be paid no later than the 2nd regular pay day after the Employer has received notice of the decision and award from the Grievance Committee, or agreed to such pay claim settlement in writing. Consistent abuse of this provision may subject the Employer to penalty pay.

The term “regular pay day” means the next regular pay day for the week in which the Employer receives notice of the decision and award from the Committee.

(g) Questions involving interpretations of this Agreement will be referred to the **A.B.F.** Negotiating Committee for a decision.

(h) Changes of Operation involving Local Unions bound by the terms and provisions of this Agreement will be filed directly with the Central Pennsylvania Joint Area Grievance Committee.

**NOTE: SEE ATTACHED M.O.U.**

### **Memorandum of Understanding**

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England  
New England  
New York State  
New Jersey/New York  
New Jersey/New York 701  
Philadelphia & Vicinity  
Central Pennsylvania  
Western Pa-Joint Council 40  
Maryland/DC  
Virginia Freight Council  
West Virginia  
Carolina Freight Council

Additionally the Committee may be required to meet at a Supplemental location for a “special hearing” of out of service cases, no later than thirty (30) days after the request is received by TMI/TEA. In such event, any unresolved cases from that same Supplement may also be heard at this session, if mutually agreed to by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that local Union representatives who are appearing as presenters or witnesses for the Local Union involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or to the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the rules of procedure of each Supplement.

Tentatively Agreed to:

Company: \_\_\_\_\_ Union: \_\_\_\_\_

Michael S. Scalzo  
Senior Director Industrial Relations

Ernie Soehl  
Eastern Region Freight  
Coordinator



### **Section 3. - Examination of Records**

The Local Union, ~~Joint Local City Grievance Committee~~ or **A.B.F.** Joint Area Grievance 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.

Employees shall have the right to review their personnel file once a year upon written request to the Employer. Such request shall be complied with by the Employer within ten (10) days.

### **Section 4. - Right to Institute Legal Proceedings**

Nothing herein shall prohibit legal proceedings by any party hereto for a breach of the provisions of Article 53, Strikes and Lockouts.

### **Section 5. - Claim for Delinquent Contributions to Health and Welfare and Pension Funds**

It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contribution to the Health and Welfare Fund and/or Pension Fund, created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union has given seventy-two (72) hours' notice, excluding Saturday, Sunday, and holidays, to the Employer of such delinquency in Health and Welfare or Pension Fund payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Action for delinquent contributions may be instituted by either the Local Union, or the Conference.

Any delinquent Employer must also pay all attorney's fees and costs of collection.

### **Section 6. - National Grievance Committee**

All questions of interpretation involving any Article in the National Master Agreement not specifically covered in this Agreement shall be promptly referred to the National Grievance Committee by the Joint Area Grievance Committee

### **ARTICLE 44 – DISCHARGE OR SUSPENSION – No Change**

### **ARTICLE 45 – EXAMINATION AND IDENTIFICATION FEES – No Change**

## **ARTICLE 46 – PAY PERIOD AND ELECTRONIC FUNDS TRANSFER**

### **Pay Period**

All regular employees covered by this Agreement shall be paid in full each week. **The pay day for all employees shall be Friday. Pay stubs or paper checks will be available on payday at the end of the employee's work shift.** Not more than one (1) week's pay shall be held on an employee.

**If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc., an employee's paycheck does not arrive at the employee's facility by payday, the employee will be paid on that day by station draft.**

Effective April 1, **2013** ~~2008~~ all new employees shall be required to enroll in the direct deposit and or debit card program if allowed by law.

Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check to the employee at the address designated by the employee.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term regular pay day means the next regular pay day for the week in which the pay shortage or overage is verified.

### **Electric Funds Transfer (Direct Deposit)**

**Where not prohibited by State law, all employees hired after the date of ratification are required to use electronic deposit of their paychecks. If the employee is enrolled on Direct Deposit and the employee's pay is not deposited to their bank account on payday due to employer error, the employee's pay will be deposited to the employee's account by means of Electronic Funds Transfer or the employee will be paid by station draft that same day.**

**If an employee hired after the date of ratification is unable to obtain a bank account, he/she will be paid electronically using a pay card/debit card. If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc., an employee's "paycheck" or debit card does not arrive at the employee's facility by payday, a replacement check will be issued at the General Office and mailed to the employee's facility by the end of that business day.**

**The Employer shall furnish an itemized statement of earnings and deductions with all paychecks.**

## ARTICLE 47 – MEAL PERIOD

### (a) Applicable to the Road Operation

All employees shall be granted a meal period not to exceed one (1) hour in any one (1) day, for which they shall not be paid.

Where there is an accessible eating place which means a facility with hot and cold foods as well as an area for sitting down to eat for drivers on meet relay operations, the driver may be assigned his/her meal period; however, when meal period is assigned, the Employer waives his/her right under Article 57, Section 2(d).

### (b) Applicable to the Local Cartage Operation

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour before he/she has been on duty four (4) hours or after he/she 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/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision 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 driver is responsible for equipment or cargo nor shall meal period be compulsory when or where there is no accessible eating place.

With respect to the one (1) hour, only employees whose bid so states shall be subject to a one (1) hour meal period.

If during the period of the bid week, the meal period is changed to thirty (30) minutes for that day, the employee shall not be required to take more than thirty (30) minutes meal period for the remainder of the bid week.

~~It is understood the principle of a coffee break conforms with the past practices in the industry. The coffee break will conform with the Employer's practice. It is understood that employees must not abuse this privilege.~~

**All locations that currently have two (2) fifteen (15) minute breaks will be reduced to two (2) ten (10) minute breaks, unless otherwise required by law. Exceptions are straight 8's and 4-10 hour shifts, for which breaks will remain the same.**

**There will be an additional ten (10) minute break after the tenth (10<sup>th</sup>) hour and once every two (2) hours thereafter.**

## ARTICLE 48 - VACATIONS

Subject to the following qualifying provisions, employees covered by this Agreement shall be granted vacations with pay during each vacation period in accordance with the following schedule:

Period of Employment	Vacation Period
1 year, less than 2 years	1 week
2 years, less than 8 years	2 weeks
8 years, less than 15 years	3 weeks
15 years, less than 20 years	4 weeks
20 years or more	5 weeks
30 years or more	6 weeks

### **Vacation Reduction**

- (a) **The vacation eligibility schedule in effect from the previous labor agreement (as shown above) shall be reduced by one week.**
- (b) **Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one week.**

**Section 1. – Qualifications – No Change**

**Section 2. – Vacation Periods – No Change**

**Section 3. – Posting of Vacation Schedules – No Change**

**Section 4. - Holiday Pay During Vacation Period – No Change**

**Section 5. - Returned Servicemen – Correct Font**

**Section 6. – No Change**

## ARTICLE 49 – HEALTH & WELFARE

(a) The Employer agrees to make the following contributions to the Central Pennsylvania Health and Welfare Fund for each regular, casual or probationary employee under the jurisdiction of this Agreement, in accordance with the terms of the Trust Agreement and Plan executed by the Employer. Any proposal to switch employees from coverage by one health and welfare fund to another must be agreed to by mutual agreement of the Employer and Union representatives of the Central PA Supplemental Negotiating Committee. In the event of a deadlock by the Central PA Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

The Supplemental Negotiating Committees shall allocate the **up to** \$1.00 dollar per hour increase on August 1, ~~2008~~ **2013**, August 1, ~~2009~~ **2014**, August 1, ~~2010~~ **2015**, August 1, ~~2011~~ **2016**, and, August 1, ~~2012~~ **2017** between the pension fund and health & welfare funds and the newly created Legal Benefit Plan within the area of the Joint National Master Committee. **The employer shall only be required to pay those portions of the “up to” \$1.00 per hour increases that are necessary to maintain the benefits in effect as of the date of ratification.** The Committee shall, in those Supplemental Agreements which include one (1) pension fund and multiple health & welfare funds and a Legal Benefit Plan, first allocate that portion, of any, increase per hour which is to be applied to the pension fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied by mutual agreement, of the Central Pennsylvania Supplemental Negotiating Committee to the remaining Health and Welfare Funds and the Legal Benefit Plan. If at any time the allocation designated for the Legal Benefit Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan’s funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee’s duty to do so.

The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee.

All straight time hours paid for shall be inclusive of Holiday and Vacation pay and contributions shall be no less than eight (8) hours per tour of duty subject to the above maximum provisions.

**(b) No Change**

**(c) No Change**

**(d) No Change**

**(e) No Change**

~~(f) All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of the contributions to the Health & Welfare Fund at a time mutually agreed upon, at no charge to the Employer, but in the event it is found that the Employer has not been complying with the provisions of the Agreement, the Employer shall pay the full cost of the audit and in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies exist to the Health & Welfare Fund and ten percent (10%) penalty. In the event an Employer is charged the cost of the audit, outstanding claims or the penalty fee, and feels it was unjustly charged, the Employer may appeal to the Joint Area Grievance Committee.~~

**(f) The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found. Interest will be charged from date of assessment if not paid within sixty (60) days. If the Employer is found to intentionally be in non-compliance with Fund Rules, then in addition to contributions and interest (if applicable), the Employer shall pay the following:**

- (1) The full cost of performing the audit;**
- (2) Any such other remedies as are permissible under ERISA.**

**(g) No Change**

## **ARTICLE 50 – PENSION FUND**

(a) The Employer agrees to make the following contributions to the Central Pennsylvania Teamsters Pension Fund for each eligible employee, probationary and casual covered by this Agreement after the 1<sup>st</sup> five-hundred twenty (520) hour worked, in accordance with the terms of the Trust Agreement and Pension Plan executed by the Employer:

The Supplemental Negotiating Committees shall allocate the **up to** \$1.00 dollar per hour increase on August 1, ~~2008~~ **2013**, August 1, ~~2009~~ **2014**, August 1, ~~2010~~ **2015**, August 1, ~~2011~~ **2016**, and, August 1, ~~2012~~ **2017** between the pension fund and health & welfare funds and the newly created Legal Benefit Plan within the area of the Joint National Master Committee. **The employer shall only be required to pay those portions of the “up to” \$1.00 per hour increases that are necessary to maintain the benefits in effect as of the date of ratification.** The Committee shall, in those Supplemental Agreements which include one (1) pension fund and multiple health & welfare funds and a Legal Benefit Plan, first allocate that portion, of any, of such increase per hour which is to be applied to the pension fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied by mutual agreement of the Central Pennsylvania Supplemental Negotiating Committee to the remaining Health and Welfare Funds and the Legal Benefit Plan. If at any time the allocation designated for the Legal Benefit Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan’s funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee’s duty to do so.

The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee. All straight time hours paid for shall be inclusive of Holiday and Vacation pay and contributions shall be no less than eight (8) hours per tour of duty subject to the above maximum provisions.

## CASUAL CONTRIBUTION

Effective April 1, ~~2008~~ **2012** the casual contribution rate shall be ~~\$5.215~~ **\$8.215** per hour for all straight time hours paid up to maximum of forty (40) hours per week. Casual contributions will increase in ~~2009~~ **2013**, ~~2010~~ **2014**, ~~2011~~ **2015, 2016** and ~~2012~~ **2017** per the allocation of the Supplemental Negotiating Committee as described in Subsection 2.

### (b) No Change

~~(e) All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of the contributions to the Pension Fund at a time mutually agreed upon, at no charge to the Employer, but in the event it is found that the Employer has not been complying with the provisions of the Agreement, the Employer shall pay the full cost of the audit and in addition shall be responsible for any and all claims that were not covered and must pay whatever discrepancies exist to the Pension Fund and a ten percent (10%) penalty. In the event an Employer is charged the cost of the audit, outstanding claims or the penalty fee, and feels it was unjustly charged, the Employer may appeal to the Joint Area Grievance Committee.~~

**(c) The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Pension Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found, along with the applicable interest thereon. If the Employer is found to intentionally be in non-compliance with the Fund Rules, then in addition to contributions and interest, the Employer shall pay the following:**

- (1) The full cost of performing the audit;**
- (2) Any such other remedies as are permissible under ERISA.**

### (d) No Change

### (e) No Change

### (f) No Change

### (g) No Change

### (h) No Change

**(i) In the event that future federal legislation allows A.B.F. to reduce its' pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the A.B.F. N.M.F.A. as it relates to the pension**

**contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations, either party shall be permitted all legal or economic recourse in support of its' proposals on this matter notwithstanding any provisions of this Agreement to the contrary.**

**ARTICLE 51 – DEATH IN FAMILY-SICK LEAVE-JURY DUTY – No Change**

**ARTICLE 52 – SANITARY CONDITIONS – No Change**

**ARTICLE 53 – STRIKES AND LOCKOUTS – No Change**

**ARTICLE 54 – COMPLIANCE WITH LAW AND REGULATIONS – No Change**

**ARTICLE 55 – BID JOBS-POSTING & CANCELLATION – No Change**

**ARTICLE 56 – PROTECTIVE APPAREL – No Change**

**ARTICLE 57 – OVER THE ROAD PROVISIONS**

**Section 1 – Lodging – No Change**

**Section 2 – Paid for time**

(a) Layover time, terminal waiting time, delay time en route and breakdown times shall be paid at the following rates subject to the provisions named herein:

	<b>Per Hour</b>
<del>Effective 4/1/08</del>	<del>\$22.72</del>
<del>Effective 4/1/09</del>	<del>\$23.12</del>
<del>Effective 4/1/10</del>	<del>\$23.57</del>
<del>Effective 4/1/11</del>	<del>\$23.97</del>
<del>Effective 4/1/12</del>	<del>\$24.42</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.72</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.17</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.64</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.11</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.71</u></b>

**Remainder of (a) – No Change**

**Sub-sections (b), (c) ,(d), (e) ,(f) ,(g) ,(h) ,(i) and (j) – No Change**



### Section 3 – Wages and Working Conditions

#### Sub-Section 1.

(a) Rate of pay shall be: Tractor-trailer and Straight Truck Drivers:

	<b>Per Hour</b>
<del>Effective 4/1/08</del>	<del>\$22.72</del>
<del>Effective 4/1/09</del>	<del>\$23.12</del>
<del>Effective 4/1/10</del>	<del>\$23.57</del>
<del>Effective 4/1/11</del>	<del>\$23.97</del>
<del>Effective 4/1/12</del>	<del>\$24.42</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.72</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.17</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.64</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.11</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.71</u></b>

Effective April 1, ~~2008~~ **2013**, Utility Employees shall receive an additional \$1.00 (**one dollar**) ~~dollar~~ per hour over the CDL hourly rate.

Mileage rates:

	<b>Per Hour Mile</b>
<del>Effective 4/1/08</del>	<del>56.25¢</del>
<del>Effective 4/1/09</del>	<del>57.25¢</del>
<del>Effective 4/1/10</del>	<del>58.38¢</del>
<del>Effective 4/1/11</del>	<del>59.38¢</del>
<del>Effective 4/1/12</del>	<del>60.51¢</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>55.92¢</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>57.03¢</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>58.18¢</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>59.34¢</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>60.82¢</u></b>

#### Sub-Section 2 – Mileage Formula and Mileage Rates

(a) When any Section in this Article refers to mileage rates, the following mileage rates shall apply:

<del>Effective 4/1/08</del>	<del>56.25¢</del>
<del>Effective 4/1/09</del>	<del>57.25¢</del>
<del>Effective 4/1/10</del>	<del>58.38¢</del>
<del>Effective 4/1/11</del>	<del>59.38¢</del>
<del>Effective 4/1/12</del>	<del>60.51¢</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>55.92¢</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>57.03¢</u></b>

<u>Effective 7/1/15</u>	<u>58.18¢</u>
<u>Effective 7/1/16</u>	<u>59.34¢</u>
<u>Effective 7/1/17</u>	<u>60.82¢</u>

Twin Trailer Under 40 feet:

<del>Effective 4/1/08</del>	<del>57.25¢</del>
<del>Effective 4/1/09</del>	<del>58.25¢</del>
<del>Effective 4/1/10</del>	<del>59.38¢</del>
<del>Effective 4/1/11</del>	<del>60.38¢</del>
<del>Effective 4/1/12</del>	<del>61.51¢</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>56.92¢</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>58.03¢</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>59.18¢</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>60.34¢</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>61.82¢</u></b>

**The remainder of Sub-Section 2 – No Change**

**Sub-Section 3.**

Road drivers shall include drivers employed in terminal to terminal operations. There shall be four (4) classifications of road runs under this Agreement, defined as follows: (No road driver will be forced to jockey classification for a tour of duty. ~~There is no prohibition to having road drivers make hooks or drops at their home domicile, provided there is an existing practice or provided there is an agreement between the Local Union and the company, and further provided, there are no available qualified employees that can be taken from the dock to perform the required work.~~ **At terminals with 75 or fewer local cartage employees, a road driver that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver’s home domicile or at his/her lay down destination.**) Abuse by the Employer utilizing an open end or possible dispatch shall be subject to the grievance procedure.

**The remainder of Sub-Section 3 – No Change**

**Sub-Section 4 – Pickup and Delivery Compensation**

NOTE: The Employers and the Union agree to the principle of road driver pickup and delivery as described by the National Freight Industry Negotiating Committee in its recommendation and such procedures shall be determined by the Central Pennsylvania Negotiating Committee during the life of this Agreement.

~~Road drivers shall make pickups and deliveries en route with the exception that road drivers will not make pickups and deliveries within the jurisdiction of the Local Union involved, except as by past practice and will not make pickups and deliveries in another~~

~~Local Union's jurisdiction where a terminal of the Employer exists, except as by past practice.~~ **Road drivers will be permitted to make one pickup or delivery en route to his/her destination terminal and he/she is also able to make one pickup or delivery en route on his/her return. A "drop & pick en route" shall be defined as a drop or pickup between the start of a run and the end of the run (i.e., between points A and B) and shall not deviate 20 miles from the normal routs. There shall be no fingerprinting of the freight. Furthermore, the Company shall not violate any "T rules" that exist in any Supplement (i.e., prohibiting stops beyond or before the destination or ending terminals), except as otherwise agreed to.**

Recognizing the competition from railroads, private carriers, and other modes of transportation, and should there arise a competitive problem regarding delivery or pickup within the Local Union jurisdiction, the Local Union and the Employer will endeavor to resolve the issue. If they are unable to do so, it shall be submitted to the Eastern Region of Teamsters for settlement. Failing settlement at the Eastern Region the Employer may refer the matter to the grievance machinery contained in this Agreement.

Drivers shall be paid a minimum of one (1) hour for each drop or pickup and for all time involved in excess of one (1) hour at the following rates:

<del>Effective 4/1/08</del>	<del>\$22.72</del>
<del>Effective 4/1/09</del>	<del>\$23.12</del>
<del>Effective 4/1/10</del>	<del>\$23.57</del>
<del>Effective 4/1/11</del>	<del>\$23.97</del>
<del>Effective 4/1/12</del>	<del>\$24.42</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.72</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.17</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.64</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.11</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.71</u></b>

Effective April 1, ~~2008~~ **2013**, Utility Employees shall receive an additional \$1.00 (**one dollar**) ~~per~~ per hour over the CDL hourly rate.

**Sub-Section 5 – Trailer Drop and Pickup Compensation**

(a) Road drivers who are required to drop or pickup a trailer shall be paid a minimum of one-quarter (1/4) hour at the applicable rate set forth below on all road runs.

Road Drivers who are required to drop and pickup a trailer shall be paid a minimum of one-half (1/2) hour at the applicable rate set forth below on all road runs.

Employees who exceed time paid on dropping and/or hooking doubles, will be paid for all time spent upon proper justification.

<del>Effective 4/1/08</del>	<del>\$22.72</del>
<del>Effective 4/1/09</del>	<del>\$23.12</del>
<del>Effective 4/1/10</del>	<del>\$23.57</del>
<del>Effective 4/1/11</del>	<del>\$23.97</del>
<del>Effective 4/1/12</del>	<del>\$24.42</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.72</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.17</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.64</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.11</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.71</u></b>

Effective April 1, ~~2008~~ **2013**, Utility Employees shall receive an additional \$1.00 (**one dollar**) ~~per~~ per hour over the CDL hourly rate.

(b) Trailers may be spotted for loading and/or unloading without an accompanying employee. Compensation for work defined in Section 2, Paid For Time, shall not be paid for time involved in making trailer drop and/or pickup.

**Sub-Section 6 – No Change**

**Sub-Section 7 – No Change**

**Sub-Section 8 – No Change**

**Sub-Section 9 – No Change**

**Sub-Section 10 – No Change**

**Section 4 – Holidays – No Change**

**ARTICLE 58 – LOCAL CARTAGE PROVISIONS**

**Section 1 – No Change**

**Section 2 – Wages and Working Conditions**

**Sub-Section 1. - City Drivers and Tow Motor Operators Teamster Riggers\* Switchers (Hostlers)**

City drivers shall include all drivers employed in operations which do not extend into the Local Unions established peddle area. City drivers, tow motor operators, Teamster riggers and switchers (hostlers) shall receive compensation at the following hourly rate:

	<b>Straight Time</b>	<b>Overtime</b>
<del>Effective 4/1/08</del>	<del>\$22.72</del>	<del>\$34.08</del>
<del>Effective 4/1/09</del>	<del>\$23.12</del>	<del>34.68</del>

<del>Effective 4/1/10</del>	<del>\$23.57</del>	<del>35.36</del>
<del>Effective 4/1/11</del>	<del>\$23.97</del>	<del>35.96</del>
<del>Effective 4/1/12</del>	<del>\$24.42</del>	<del>36.63</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.72</u></b>	<b><u>\$34.08</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.17</u></b>	<b><u>34.76</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.64</u></b>	<b><u>35.46</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.11</u></b>	<b><u>36.17</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.71</u></b>	<b><u>37.07</u></b>

Effective April 1, ~~2008~~ **2013**, Utility Employees shall receive an additional \$1.00 (**one dollar**) ~~dollar~~ per hour over the CDL hourly rate.

\*A Twenty-five cents (25 cents) per hour differential for riggers will apply.

**Sub-Section 2. – Platform Men, Freight Handlers and Helpers on Trucks**

Platform men, freight handlers and helpers on trucks, shall receive compensation at the following hourly rate:

<del>Effective 4/1/08</del>	<del>\$22.63</del>	<del>\$33.95</del>
<del>Effective 4/1/09</del>	<del>\$23.03</del>	<del>34.55</del>
<del>Effective 4/1/10</del>	<del>\$23.48</del>	<del>35.22</del>
<del>Effective 4/1/11</del>	<del>\$23.88</del>	<del>35.82</del>
<del>Effective 4/1/12</del>	<del>\$24.33</del>	<del>36.50</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$22.63</u></b>	<b><u>\$33.95</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$23.08</u></b>	<b><u>34.62</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$23.54</u></b>	<b><u>35.31</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$24.01</u></b>	<b><u>36.02</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$24.61</u></b>	<b><u>36.92</u></b>

Effective April 1, ~~2008~~ **2013**, Utility Employees shall receive an additional \$1.00 (**one dollar**) ~~dollar~~ per hour over the CDL hourly rate.

\*A Twenty-five cents (25 cents) per hour differential for riggers will apply.

**Sub-Section 3. – Casual Employees**

All dock casual employees shall receive compensation at the following hourly rate:

Hired prior to April 1, 2008	\$16.00
Hired on or after April 1, 2008	\$14.00

All combination casual wage rates will be increased according to the following schedule:

<del>Effective 4/1/08</del>	<del>\$19.07</del>
<del>Effective 4/1/09</del>	<del>\$19.39</del>
<del>Effective 4/1/10</del>	<del>\$19.75</del>
<del>Effective 4/1/11</del>	<del>\$20.07</del>
<del>Effective 4/1/12</del>	<del>\$20.43</del>
<b><u>Effective payroll period following ratification</u></b>	<b><u>\$19.00</u></b>
<b><u>Effective 7/1/14</u></b>	<b><u>\$19.38</u></b>
<b><u>Effective 7/1/15</u></b>	<b><u>\$19.77</u></b>
<b><u>Effective 7/1/16</u></b>	<b><u>\$20.17</u></b>
<b><u>Effective 7/1/17</u></b>	<b><u>\$20.67</u></b>

**Sub-Section 4. – Workday, Workweek Applicable to City Drivers, Tow Motor Operators, Teamster Riggers, Switchers (Hostlers), Platform Men, Freight Handlers and Helpers on Trucks**

(a) Workday: All employees working in the job classifications covered by this Section shall be guaranteed a minimum of eight (8) hours work each day they are ordered to report to work, except four (4) hour casuals, who shall be guaranteed a minimum of four (4) hours.

(b) Workweek for all employees working in the job classifications covered by Subsections 1 and 2 of this Section may be bid as follows:

1. Four days per week at not less than ten (10) hours per day and not more than one (1) day off between scheduled workdays (except platform employees and switchers).
2. Five consecutive days per week at not less than eight (8) hours per day.

Employees shall be paid time and one-half (~~1 1/2~~ 1 1/2) for all time worked in excess of their bid.

Non-bid employees shall be paid time and one-half (1 1/2) for all time worked in excess of eight hours except when used for replacement on bid as specified above.

(c) i. Employees required to work on a sixth (6th) or seventh (7th) tour of duty in the workweek shall be paid one and one-half (1 1/2) times the straight time rate for all work performed on the sixth (6th) tour of duty and double time (2 times the straight time rate) for all work performed on the seventh (7th) tour of duty.

It is further understood, the Employer may not require an employee to work a sixth (6th) tour of duty more than one (1) time in a calendar month. Employees bid four (4) ten (10) hour days will not be required to work a fifth (5th) tour of duty more than one (1) time in a calendar month. Employees as described below who have volunteered and work a sixth (6th) tour of duty cannot be forced to work a sixth (6th) punch. Employees with or

obtaining ten (10) years of service during the contract year on his/her seniority date who volunteer for a 5<sup>th</sup> or 6<sup>th</sup> tour of duty cannot be forced in that calendar month.

It is understood work in excess of eight (8) hours on a sixth (6th) tour or a seventh (7th) tour of duty will be on a voluntary basis except in cases of emergency as defined in Article 59. It is further understood, work on a seventh (7th) tour of duty will be on a voluntary basis.

ii. Non-Bid Work: The Employer shall establish a uniform workweek within a seven (7) day period, for all non-bid work.

iii. The above-named overtime provisions shall not be duplicated when a non-bid employee works as a replacement on a bid job.

(d) An employee when requested by an Employer during the regular workweek may be required to work past the regular quitting time for a reasonable time at the overtime rates set forth herein. The Union shall have the right to file a grievance against Employers who consistently insist that employees work more than ten (10) hours a day. This applies to city drivers returning to terminals after completing tour of duty as well as all other classifications.

An employee when requested by the Employer during the regular workweek may be required to work past the regular quitting time provided, however, the Employer must notify the employee no later than the sixth (6<sup>th</sup>) hour of his/her regular shift. The employee may not be required to work more than ten (10) hours in a day unless it is a combo employee who must be sent out in the city due to an unforeseen situation.

(e) Applicable to Breakbulk

The Employer may require an employee to work a sixth (6th) tour of duty in the workweek provided, however, the Employer when requiring the entire shift to work a sixth (6th) tour shall notify the affected employees prior to the end of their fifth (5th) tour of duty.

Work on a seventh (7th) tour of duty will be on a voluntary basis.

An employee when requested by an Employer during the regular workweek may be required to work past the regular quitting time provided, however, the Employer must notify the employee no later than the sixth (6th) hour of his/her regular shift. The employee may not be required to work more than ten (10) hours in a day.

The Employer and the Local Union may agree to establish a bid consisting of four (4) days per week and not less than ten (10) hours per day in the dock and jockey classification and such work must be bid consecutively. Failure of the parties to agree will subject the issue to the grievance procedure.

It is further understood, the Employer may not require an employee to work a sixth (6th) tour of duty more than one (1) time in a calendar month. Employees bid four (4) ten (10) hour days will not be required to work a fifth (5th) tour of duty more than one (1) time in a calendar month. Employees as described below who have volunteered and work a sixth (6th) tour of duty cannot be forced to work a sixth (6th) punch. Employees with or obtaining ten (10) years of service during the contract year on his/her seniority date who volunteer for a 5<sup>th</sup> or 6<sup>th</sup> tour of duty cannot be forced in that calendar month.

Bid employees working job classifications subject to hourly rates shall receive pay at the applicable rate equal to the hours of their bid, unless the holiday falls on a non-bid day, they shall receive eight (8) hours' pay.

#### **Sub-Section 5. – Compensation for Work in Different Classifications**

When an employee is requested to do work in a higher rated classification, he/she 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 rated classification, he/she shall receive his/her regular rate of pay for all such lower rated work performed.

#### **Sub-Section 6. – Overtime Application**

It is understood that no time shall be subject to the application of more than one (1) overtime provision.

#### **Sub-Section 7. – Peddle Run Drivers**

Peddle run drivers shall include all drivers employed in pickup and delivery service, whether door to door or terminal to terminal, which extends into the Local Unions established peddle area.

#### **Sub-Section 8. – Spotting Trailers**

Trailers may be spotted for loading and/or unloading without an accompanying employee.

#### **Sub-Section 9. – Workweek for Peddle Run Drivers**

The Employer having filed and received approval for the institution of the following run(s) from the Central Pennsylvania Joint Area Committee, may bid work weeks for peddle run drivers as follows:

- (a) Three (3) regular trips per week or a three (3) day bid job per week at not less than thirteen (13) hours and twenty (20) minutes per day.
- (b) Five (5) regular trips per week or a five (5) day bid job per week at not less than nine (9) hours per day.



(c) Employees shall be paid time and one-half (1 1/2) for all time worked in excess of their bid.

**Sub-Section 5 – No Change**

**Sub-Section 6 – No Change**

**Sub-Section 7 – No Change**

**Sub-Section 8 – No Change**

**Sub-Section 9 – No Change**

**Section 3 – No Change**

**ARTICLE 59 – WORK ASSIGNMENT AND PAY DURING  
AN EMERGENCY – No Change**

**ARTICLE 60 – COMBINATION CITY AND ROAD WORK – No Change**

**ARTICLE 61 – TRAINEES – No Change**

**ARTICLE 62**

**Section 1. Entry Rates (New Hires)**

Non CDL Qualified **Employees (excluding mechanics):**

Effective first day of employment – Seventy percent (70%) of the current rate.

Effective first day of employment plus one year – Seventy-five percent (75%) of the current rate.

Effective first day of employment plus two years – Eighty percent (80%) of the current rate.

Effective first day of employment plus three years – ~~One hundred percent (100%)~~ **Ninety percent (90%)** of the current rate.

**Effective first day of employment plus four years – One hundred percent (100%) of the current rate.**

CDL Qualified **Employees and Mechanics:**

Effective first day of employment – ~~Eighty-five percent (85%)~~ **Ninety percent (90%)** of the current rate.

Effective first day of employment plus one year – ~~Ninety percent (90%)~~ **One hundred percent (100%)** of the current rate.

~~Effective first day of employment plus two years – Ninety five (95%) of the current rate~~

~~Effective first day of employment plus three years – One hundred percent (100%) of the current rate.~~

The term “current rates” is the applicable hourly and/or mileage rate of pay for the job classification including all wages and guaranteed cost-of-living adjustments payable under this Agreement.

The above rates shall not apply to casual employees.

### **ARTICLE 63 – TERM OF AGREEMENT – No Change**

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, ~~2013~~ ~~2003~~, to be effective as of April 1, ~~2013~~ ~~2003~~, except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEES

*For the Local Unions:*

TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

James P. Hoffa, *Chairman*  
Tyson Johnson, *Co-Chairman*

CENTRAL PENNSYLVANIA UNION  
NEGOTIATING COMMITTEE

**Chuck Shafer, Chairman and Co-Secretary**

*For the Employers:*

---

~~TRUCKING MANAGEMENT, INC.~~

~~Jim Roberts, *Chairman*~~

~~TRANSPORT EMPLOYERS ASSOCIATION, INC.~~

~~Mike Thompson, *Chairman*~~

~~Robert Schaeffer~~

~~Dan Wachhaus~~

~~Jack Hall~~

## Memorandum of Understanding

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England

New England

New York State

New Jersey/New York

New Jersey/New York 701

Philadelphia & Vicinity

Central Pennsylvania

Maryland/DC

Virginia Freight Council

West Virginia

Additionally the Committee may be required to meet at a Supplemental location for a “special hearing” of out of service cases, no later than thirty (30) days after the request is received by TMI/TEA. In such event, any unresolved cases from that same Supplement may also be heard at this session, if mutually agreed to by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that local Union representatives who are appearing as presenters or witnesses for the Local Union involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or to the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the rules of procedure of each Supplement.

Tentatively Agreed to:

Company: \_\_\_\_\_

Union: \_\_\_\_\_

Michael S. Scalzo

Ernie Soehl

Senior Director Industrial Relations

Eastern Region Freight Coordinator