

**NATIONAL MASTER
FREIGHT AGREEMENT AND
CENTRAL REGION LOCAL CARTAGE
AND OVER THE ROAD
SUPPLEMENTAL AGREEMENT**



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

Central Region Local Cartage Supplemental Agreement

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

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

**For The Period April 1, 2008
thru March 31, 2013**

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**Central Region
Local Cartage
Supplemental Agreement**

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

**For the Period of
April 1, 2008 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) hereinafter 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, 2008, 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.

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.

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 lay-off 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 with in 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. 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. 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. 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. 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.

Section 6. Attendance

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

Section 7. 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. 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.

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.

Contributions will be made to the Central States, Southeast and Southwest Area Health and Welfare fund, or other applicable fund for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll thirty (30) days or more.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required full weekly contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area committee, by majority vote, determines that contributions are required, the Employer shall pay the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide. The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision to *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eli-

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five)

(5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on Central States, Southeast and Southwest Areas Pension Fund v.

Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

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

Section 1.

The minimum base wage rates for drivers shall be as follows:

Effective April 1, 2008.....(\$22.71) per hour

In addition, these wage rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

Full-time New Hire Wage Progression and Casual Rates

A. CDL Qualified Driver or Mechanics. Effective April 1, 2008, all regular employees hired on or after that date and employees who are in progression shall receive the following rates of pay:

(a) Effective first (1st) day of employment - eighty-five percent (85%) of the current rate.

(b) Effective first (1st) day of employment plus one (1) year - ninety percent (90%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years - ninety-five percent (95%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - one hundred percent (100%) of the current rate.

CDL-qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at ninety percent (90%) of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter provided they have not had a break in service in excess of three (3) years.

B. Non-CDL Qualified Employees. Effective april 1, 2008 all non-

CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression.

(a) Effective first (1st) day of employment - seventy percent (70%) of the current rate.

(b) Effective first (1st) day of employment plus one (1) year - seventy-five percent (75%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years - eighty percent (80%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - one hundred (100%) of the current rate.

C. Utility Employee Rate

Effective April 1, 2008, the Employer shall pay each Utility employee an hourly premium of one dollar (\$1.00) per hour over the highest rate the employer pays to local cartage drivers under the Supplemental Agreement covering the Utility Employee's home domicile. A Utility Employee in progression shall receive the hourly premium in addition to the Utility Employee's progression rate.

In addition, the above indicated rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

D. Casuals. The rate of pay for all combination casuals shall be as follows:

Effective April 1, 2008: \$19.08 per hour.

1. Combination casual rates shall increase by 80% of the general wage increase for regular employees on each April 1st of this Agreement.

2. Effective for dock casuals hired after April 1, 2008. the hourly rate will be \$14.00 for the duration of this Agreement.

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. Work shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday. 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 employ-

ees 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 casuals used to replace absentees. The ninety percent (90%) test shall be applied to the highest number of employees put to work in that week. When casuals and/or laid off employees are used to supplement the work force for (4) four days per week for (4) four consecutive weeks the Employer will recall laid-off employees.

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 casuals 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 casuals 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 casuals 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 casuals 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 casuals to perform dock work only unless the Local Union agrees otherwise.

Four (4) hour casuals 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.

On a weekly basis the Employer shall be permitted to work the active seniority board 25% of the straight time hours in overtime. In the event the Employer exceeds the 25% overtime allowance, the number of overtime hours in excess of the allowance will be applied in the next following week for determining the number of employees to recall from lay-off.

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 num-

ber 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 January 1st of any contract year will be paid on January 1st 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.

During calendar year 2008, employees will accrue five (5) days of sick leave between April 1, 2008 and December 31, 2008 with any

sick leave payment occurring on January 1, 2009. Commencing on that date, the sick leave provisions will operate on a calendar year basis going forward. No employee will lose their entitlement to the cash out of sick leave on January 1, 2009 because of the “90 days of compensation rule.”

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.

MEMORANDUM OF UNDERSTANDING CENTRAL REGION LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

(ARTICLE 40. Scope of Agreement)

The Company will not abuse the drop and/or pick-in route within a 50 mile radius. Any alleged abuse will be subject to the grievance procedure.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of April 2008, to be effective as of April 1, 2008, except as agreed otherwise by the parties.

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

Gordon Sweeton, Chairman
Tyson Johnson, National Freight Director
Walter Lytle, Central Region Freight Coordinator

Dennis Arnold
Danny Barton
Travis Bornstein
Curtis Brown
Leo Carroll
Doug Davis
Tony Jones
Scott Klingler

Randall Knudtson
Dan McKay
Louie Miller
Kevin Moore
Kevin Patton
Harvey Ritter
Brad Slawson, Jr.
Charles Whobrey

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

Robert W. Jones, 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) _____

Central Region Over-the-Road Supplemental Agreement

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON AND
CONTRACT CARRIERS**

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

**For The Period April 1, 2008
thru March 31, 2013**

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**Central Region
Over-the-Road Motor Freight
Supplemental Agreement**

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON, AND
CONTRACT CARRIERS**

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

**In the following territory: Michigan, Ohio, Indiana,
Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas, Kentucky, West Virginia,
Denver, Colorado and operations into and to and out
of all contiguous territory.**

The _____ (Company) hereinafter 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 Agreement.

This Over-the-Road Supplement 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, 2008, 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

The execution of this Supplemental Agreement, (hereinafter referred to as "Agreement"), on the part of the Employer shall cover all over-the-road operations of the Employer within, into, and out of the area and territory described above.

Section 2. Employees Covered

(a) Employees covered by this Agreement shall be construed to mean 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.

Driver Student

(b) Employees on student trips shall be paid in accordance with the provisions of this Agreement

Hired or Leased Equipment

(c) In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. 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 3. City Or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate Agreements entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage agreement which prohibits such pickup and delivery. All double units will be pre-strung

by local cartage employees, if the equipment is available, when the terminal is open.

Section 4. Addenda

Addenda or Supplements to this Agreement shall be subject to the provisions of Article 2, Section 5, of the Master Freight Agreement.

ARTICLE 41. PROBATIONARY EMPLOYEES

Section 1.

A new employee shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) calendar day trial period during which period such employee may be terminated without further recourse; provided, however, that the Employer may not terminate or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employee shall be placed on the regular seniority list.

In case of discipline within the thirty (30) calendar day period, the Employer shall notify the Local Union in writing.

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 miles and/or hours worked retroactive to the first (1st) day worked in such period, and the Employer shall likewise pay the appropriate pension contributions for all tours of duty worked by the terminated employee. 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 2.

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

Section 3. Transferability

When an opening for a regular position occurs in the local cartage classification, employees on the over-the-road 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 local cartage work will be offered first (1st) opportunity for regular employment as a local cartage 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 the Local Cartage Agreement. 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 local cartage seniority list and establish a new seniority date for bidding and layoff purposes as of the first (1st) day worked in the local cartage classification.

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 Union and the 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 the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. 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 the Employer.

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 provisions of Article 42, Section 2, until such time as driving privileges have been reinstated.

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 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.

ARTICLE 43.

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 two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, 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. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one (1) steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the Joint Grievance Committee.

Terminal seniority, as measured by length of service at such terminal, shall prevail excepting in those instances where the Employer, the Union's involved and the Freight Division, Central Region of Teamsters, agree to the contrary.

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 upon leaving. All layoffs will be confirmed in writing.

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.

(a) All runs and new positions are subject to seniority and shall be posted for bids. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid, and such posting of bids shall be made not more than once each calendar year, or as operational needs, new positions, or vacancies dictate, unless mutually agreed upon. Where the Local Union makes a written request, the Company shall bid semi-annually. Peddle runs shall be subject to bidding provided the driver is qualified.

Unless mutually agreed otherwise, where an employer has rules covering bid runs, such rules shall provide for dispatch days of no more than twelve (12)-hour periods with the understanding that the twelve (12)-hour time slots may be set by the Employer to cover the bids as dictated by the flow of freight. Further, when there is a dispatch available to a bid run destination and an extra board dispatch is available at the same time to the same destination, the bid driver will be given the choice of the longest run including vias.

(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 reverse order in which they are laid off.

(c) The Employer shall offer extra city or dock work to road employees who are on letter of layoff and qualified for city or dock work prior to using casual or extra employees, except where there is a mutually agreed procedure to the contrary. No road employee shall gain city or dock seniority under this provision.

(d) If a laid-off employee is put to work in any workweek, the employee shall be obligated to the Employer for the rest of that workweek. 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.

(e) 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) tours 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.

(f) If a driver loses his license for any reason, if qualified, he will be allowed to work the city as a laid-off driver ahead of casuals.

Section 3. Extra Equipment

Certificated or permitted carriers shall use their own available equipment, together with all leased equipment under a permanent lease with a minimum thirty (30) day cancellation clause, on a rotating board, before hiring any extra equipment. The hiring of such extra equipment shall be subject to the provisions of Article 32 (Subcontracting).

Section 4. Retirement

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

Section 5. Dispatch Limitations

Within thirty (30) days from the effective date of this Agreement, the extra board dispatch procedure must provide that an employee be dispatched to his home terminal or in the direction of his home terminal, or to a point from which the employee can be dispatched to his home terminal in one (1) tour of duty from the second (2nd) layover point away from home provided the employee has made a written request upon his arrival at the first (1st) layover point to be dispatched in such a manner.

In the application of this provision, the employee will be due penalty pay for the first eight (8) hours of his fourth (4th) and subsequent rest periods away from home. Such penalty pay will be in addition to the provisions of Article 51, Section 3. However, any rest period resulting from unusual circumstances such as a breakdown and/or impassable highway shall not be considered as additional rest periods for the purpose of this provision.

Any controversy over bona fide operational problems which may result from the implementation of this provision will be subject to the grievance machinery.

The Employer shall post a sign-in, sign-out sheet at all terminals. It is mutually understood that both the Employer and the Union shall have mutual responsibility to police and enforce the employee's obligation to sign in and sign out. Drivers will be paid for runs as dispatched. If a run is shortened, they must be paid for the original dispatch.

When turnaround runs are bid, and freight is available, and as a result of foreign drivers moving ahead of domicile bid employees, and bid employees are delayed to the extent that they cannot complete their bid week as provided for in their bid, they shall be made whole for all bid run mileage lost in the bid week.

The same provision shall apply on thru runs which are set up for outbound departures during a defined dispatch period such as midnight to midnight, noon to noon, midnight to noon, etc., which operate on the basis of three (3) and three (3), and three (3) and two (2).

These provisions shall not interfere with any existing agreements covering bid rules or dispatch procedures at any domicile(s).

Section 6.

When a regular over-the-road driver from another Region arrives at his first Central Region destination point where he goes on rest, he must then be dispatched direct or via back to his home terminal or to a point from which he can be dispatched direct or via to his home terminal.

If, as above-mentioned, he is dispatched to another Central Region point from where he can reach his home terminal in one (1) dispatch, then he must be dispatched direct or via to his home terminal. The dispatch to position the employee for dispatch to the employee's home terminal must not be over the terminal's primary.

Any other dispatch would be a violation of that Local Union's

Board and, of course, subject to the grievance procedure unless the Board there was exhausted.

However, at this point, the rules and penalties set forth in the applicable Regional contract under an ABC dispatch procedure would apply to such other Region driver.

Section 7. Foreign Power Courtesy

Unless otherwise mutually agreed, foreign extra drivers at away-from-home domiciles may be dispatched either direct or via to their home terminals ahead of domiciled bid or extra drivers, providing they do not exceed an A-B-C dispatch en route home, and further provided that when dispatching foreign drivers to a bid destination, a bid man will be protected in his bid day for each such foreign driver dispatched. However foreign extra drivers may be returned home empty or prior to a national holiday without a claim from a bid driver who may be cancelled as a result. Foreign drivers from another region must be dispatched in accordance with Article 43, Section 6.

Foreign Courtesy will be equally applicable at all road driver domiciles and/or terminals involved, allowing drivers to receive the same courtesies at away-from-home domiciles and/or terminals as they extend the foreign drivers at their home domicile.

Section 8. Disputes

A grievance filed alleging specific violation(s) of a “primary run” shall be forwarded directly to the Joint Area Grievance Committee for appropriate disposition.

Recognizing the existence of questions or disputes concerning foreign power courtesy, questions relating to primary and/or secondary work assignment, running through home terminals, uniform method of dispatch, etc., that directly affect more than (1) terminal and/or Local Union jurisdiction; the Central States Freight Coordinator and the Chairman of the Employers’ Association shall have the right to resolve such issues or appoint an appropriate subcommittee to hear all such questions referred directly by any state committee.

Section 9. Triples

All drivers who are CDL qualified and eligible to be certified for triples or LCV's (longer combination vehicles) operation must apply for certification as soon as reasonable and possible.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

Section 1. Joint State Committees

The Employers and the Unions in each of the following states shall together create a permanent Joint State 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, Kansas, and Denver, Colorado. The Joint State Committee shall consist of an equal number appointed by Employers and Unions. Each member may appoint an alternate in his place. The Joint State Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its proceedings. Each Joint 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 2. City Road Committees

The Employers and the Union within each area coming within the jurisdiction of the nearest Teamster Union Joint Council may create, subject to approval of the Joint Area Committee, a Joint City Road 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 3. Joint Area Committees

The Employers and the Unions shall together create a permanent Joint Area Committee which shall consist of delegates from the Central Region 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.

Section 4. Contiguous Territory

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the above Joint State Committees for handling by the Freight Division, Central Region of Teamsters, and after such reference shall be handled under the usual procedure of that Joint State Committee.

Section 5. Local Shorthaul Committee

The respective Chairmen of the Central States Area Supplemental Negotiating Committees 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 6. Time Off Committee

A separate Road Driver Time Off Committee will be established to consider the problems of road driver time off which cannot be resolved between the Local Union and an individual company. Where a dispute arises concerning time off between a Local Union and an individual Employer, it shall be referred directly to such established Joint Area Time off Committee.

Section 7. 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. All decisions of the Committees and subcommittees shall be final and binding.

Section 8. Attendance

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

Section 9. Examination of Records

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

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

(b) Where a Joint State 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 Committee at the next regularly constituted session. Where the Joint Area Committee by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

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

Where a Joint City Road Committee is unable to agree or come to a decision on a case, or where there is no such committee, it shall be submitted or appealed to the Joint State Committee at the next regularly constituted session at the request of the Union or the Employer involved.

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 or Area Committee.

(d) 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 Employers or the Union parties to the issue, with notice to the other Secretary, to the Joint Area Committee at any time for final decision.

At the request of the Company or Union representative, the Joint Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(e) Deadlocked cases and questions of interpretation shall be subject to the provisions of Article 8, of the Master Agreement.

(f) 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.

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

(h) 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 Employer 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 Supplemental Agreement, 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 or pension payments, the Local Union or Region, 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 Employer 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 intoxication, which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of intoxication. 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 discharge or suspension. Prior warning notice is not required if the cause of discharge is: drug intoxication as provided in Article 35, Section 3, of the Master Freight Agreement; the possession of controlled substances and/or drugs either 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; proven sexual harassment; recklessness resulting in serious accident while on duty, carrying of unauthorized passengers; failure to report any accident which the employee is aware of; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carriers Safety Regulations issued by the Department of Transportation; or unprovoked physical assault on a company supervisor while on duty or on company property. 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. Letters of investigation for accidents 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 procedure 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 thirty (30) days from the 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.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

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 fifteen (15) 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 make the necessary appointment with the medical examiner and shall notify the employee in sufficient time prior to the renewal of the D.O.T. physical. Upon request, the employee shall be allowed a ten (10) hour rest before taking such D.O.T. physical. 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 are 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 reexamined 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, Dispute 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 driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

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

Drivers shall, except by mutual agreement, take at least one (1) continuous hour for meals but not less than thirty (30) minutes nor more than one (1) hour in each ten (10) hour period. No driver shall be compelled to take more than one (1) continuous hour during such

period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. A driver shall not, however, take any time off for meals before he has been on duty four (4) hours nor after he has been on duty (6) hours. A meal period shall not be compulsory at terminals where a driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

Further, a driver shall not be compelled to take a meal period at a via point(s); however, when a driver is on a tour of duty that terminates at the point of origin (turnaround run), such driver may be placed off duty for a meal period at the point farthest away from home.

If the driver is on a pre-dispatched tour of duty that terminates at point of origin (turnaround), the one (1) hour meal period may be taken at any time during such tour of duty at the farthest point.

In those Local Cartage Supplemental locations where road drivers are permitted to drop and hook their own units, they shall not be compelled to take any meal period.

If the driver is on an open dispatch tour of duty that terminates at point of origin (turnaround), the one (1) hour meal period may be only taken between the fourth (4th) and sixth (6th) hour at the farthest point.

ARTICLE 49. LODGING

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath and upon arrival at such layover point the driver shall be entitled to delay for time spent in excess of one (1) hour waiting for a room which is ready and available for occupancy. Air-conditioned dormi-

tories and/or hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. There shall be no bunk beds or double beds. New dormitories must be soundproofed. All road drivers lodging shall be maintained on the basis of one (1) driver per room.

All dormitories shall have an adequate smoke detection system that is in compliance with the appropriate regulatory requirements. Motel rooms and bunk rooms shall have adequate heating and cooling systems and, where practical and possible, individual room regulators shall be made available.

In all terminals with dormitories, there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Employer doesn't provide drivers with a waiting facility which is adequate under the circumstances, it shall be taken up as a grievance.

No new or reactivated dormitory at Employer-owned terminals shall be permitted.

Upon receiving a written grievance, or request, from a local union with regard to a hotel/motel that is alleged to be in violation of the contract, the Union and Employer state committee chairmen will initiate the following:

A subcommittee of one Union and one Company representative from each Joint State Grievance Committee jurisdiction will be appointed as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form incorporating the standards of Article 49 shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within 14 days of notification unless otherwise extended by mutual agreement of the subcommittee members.

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid fifty dollars (\$50.00) for each rest period; except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of fifty dollars (\$50.00), he shall receive reimbursement of the actual cost of the room.

The Employer shall furnish transportation to and from the nearest public transportation, when there is no unreasonable delay, at an away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where the driver is allowed to use the tractor for transportation.

Room rent of owner-operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rates or above.

ARTICLE 50. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days' pay shall be held on an employee. The Union and the 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. Over-the-road employees shall receive their regular paychecks prior to their last dispatch or tour of duty, prior to payday, if available; with the understanding they shall not cash same until the date on the paycheck.

Where not prohibited by state law, Electronic funds transfer will be mandatory for employees hired after April 1, 2008.

The Central Region Joint Area Committee, upon application by the Employer, may waive the provision of this Article upon a satisfactory showing of necessity by the Employer.

ARTICLE 51. 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 and until the time 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. Such payment for drivers' time when not driving shall be the hourly rate. In case of time claimed being denied by the Company payroll department, the company shall give the driver, upon request, a denial slip stating the reason for such denial within the next payroll period following receipt of the employee's check.

All time spent for mandatory random drug test of any kind at state scales shall be paid.

The employee shall be paid for all time spent in excess of thirty (30) minutes when stopped for a D. O. T. hazardous material check by state, local or federal authorities for a non-violation.

Drivers who are delayed en route due to vehicular accidents and railroad crossings making the highway impassable or due to roadside DOT inspections shall be compensated for all time spent in the event the delay is thirty-one (31) minutes or more, however, delays caused by construction zones are considered a hazard of the highway and therefore are not compensable except in extraordinary circumstances which will be subject to the grievance machinery.

Drivers delayed in the process of being cleared by customs at an international port of entry shall be entitled to compensation for actual time incurred in excess of thirty (30) minutes, commencing with the time a customs officer receives a drivers paperwork until such driver is released by customs.

It is mutually understood that all claims set forth herein must have a written verification provided by the driver.

Section 2. Call-in Time

Drivers 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 ordered to report or register in. If not put to work, regular employees shall be guaranteed six (6) hours pay at the rate specified in this Agreement. 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 if called and not put to work, and shall be guaranteed a minimum of six (6) hours' pay if put to work.

Section 3. Layovers

When a driver is required to lay over at the first (1st) destination away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If the driver is held over after the fourteenth (14th) hour, he shall be guaranteed two (2) hours' pay, in any event, for layover time. If he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled, if he is put to work at any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

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

The same provision as described above shall apply at the employee's second (2nd) destination away from home.

At the third (3rd) and subsequent destinations away from home, if

the driver is held over after the twelfth (12th) hour, he shall receive layover pay for each hour held over up to eight (8) hours in the first (1st) twenty (20) hours of layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

Employees shall receive a fourteen dollar (\$14.00) meal allowance each time they are held beyond the seventeenth (17th) hour of the first (1st) layover period and after the tenth (10th) hour on subsequent layovers after the first.

When on compensable layover on Sundays and holidays, there shall be a meal allowance of fourteen dollar (\$14.00); five (5) hours thereafter, another meal allowance of fourteen dollar (\$14.00) and five (5) hours later a third (3rd) meal allowance of fourteen dollars (\$14.00). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

A driver shall not be compelled to report to work at the home terminal until he has had ten (10) hours' off-duty time. The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal including, upon the driver's request, a minimum of forty-eight (48) hours off from clock in to clock out time after completing six (6) uninterrupted tours of duty, provided there is no unreasonable delay in the movement of freight.

Unless otherwise mutually agreed to, the extra board dispatch procedures must include a provision which allows a driver to request a maximum of eight (8) additional hours off prior to being called for dispatch when sixteen (16) hours have elapsed from the time of arrival at the home terminal.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement.

When employees are knowingly dispatched on runs that cannot be made in allowable D.O.T. hours, they shall be paid for all time spent in waiting on D.O.T. hours. Except where the dispatch rules provide differently, on all dispatches from the home terminal when a driver is forced out on a dispatch with insufficient DOT hours of service to allow for such driver to reach the destination of the dispatch and return without having to lay over to pick up hours, the driver shall be paid all time spent waiting to pick up hours. It is understood, however, that drivers who are dispatched from the home terminal with sufficient hours on a projection basis to reach the destination of a dispatch and are subsequently dispatched to another destination beyond the first and are required to layover to pick up hours will be paid under the layover provisions set forth herein.

Section 4.

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. Time required to be spent with the equipment shall not be included within the first eight (8) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition. Where an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging, plus meals. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed. Disputes in respect to application of this provision shall be settled on an incident-by-incident basis between the parties and if not resolved are subject to the grievance procedure.

Where a snowstorm, blizzard or other extreme weather emergency disrupting normal operations occurs, the following principles shall apply:

- (a) Any employee who must remain with his unit shall receive pay for all time spent.

(b) Where an employee is housed in a motel/hotel or other suitable accommodations, the impassable highway provisions of the contract shall apply. It is agreed that under emergency conditions, the Employer may put more than one (1) driver to a room.

Where the employee reaches a Red Cross or other emergency shelter such as a fire house, gymnasium, private home, etc., with food available and a cot, mattress or other reasonable sleeping accommodations, the eight (8) out of twenty-four (24) formula plus meals and lodging shall apply. Any dispute in this regard shall be subject to the grievance procedure.

(c) Where an employee reaches shelter, out of the elements, with food available, but not reasonably comfortable sleeping accommodations, he shall receive up to a maximum of the first fifteen (15) out of every twenty-four (24) hours plus meals. Any dispute shall be subject to the grievance procedure.

Section 5. Deadheading

In all cases where an employee is instructed to ride or drive on Employer or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Employer or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

Section 6. Bobtailing

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS

The operations shall be primarily dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that en route pickup of and delivery of one (1) truckload shall be allowed within the city radius, fifty (50) miles, established as of April 1, 2003 at both origin and destination, provided that the driver receives the following rate or the prevailing city scale, if higher, for such service including time lost through delivery. At no time

shall any provisions of this Article, permitting pickup and delivery when the Employer's terminal is not in operation, supersede the provisions of any local cartage contract which prohibits such pickup and delivery.

Effective April 1, 2008

\$22.65 per hour

These wage rates are subject to the "new hire" provisions of Article 54 of this Agreement.

In addition, these wage rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

Pickup and delivery shall not be permitted on any run which cannot be completed within the allowable DOT hours of service regulations from point of origin to point of final destination including pickup and delivery. It is further agreed that all pickup and/or delivery limitations in this Article shall not prohibit a driver from making pickups and/or deliveries at points en route and intermediate terminals or when the Employer's terminal is not in operation.

The same pickup and delivery limitations shall apply where the pickup and/or delivery is made in the Southern Region, the Eastern Region, and Western Region, as established by awards of the Executive Board of the International Union.

Peddle-run drivers shall be allowed to perform their normal duties of their runs in one hundred (100) mile radius.

It is specifically agreed that none of the limitations contained in this Article shall apply to the transportation of iron, steel and perishable commodities as defined in Articles 63 and 64 of this Agreement and except where Article 6 of the Master Agreement prevails.

ARTICLE 53. MINIMUM GUARANTEES

Employees working under this Agreement shall be guaranteed a minimum of eight (8) hours' pay at the current hourly rate when put to work for all work performed and/or miles driven in any one (1) tour of duty, except, however, all compensatory time prior to dis-

patch and departure shall be paid for in addition to such eight (8) hour guarantee.

When a driver is required to take a statutory rest period en route due to out of hours under DOT regulations, such driver shall be entitled to the minimum guarantee described herein with the understanding that the employer has the right to utilize such driver for a complete tour of duty subject to the terms of the contract, agreed to work rules, memos of understanding and agreed to area practices.

ARTICLE 54. MILEAGE AND HOURLY RATES

Section 1.

The full rate of pay per mile for drivers for all runs other than peddle runs shall be as follows:

NMFA Central States Supplemental Rates

Effective 4/1/08

| | |
|---|-----------------------|
| Single Axle | 55.500 cents per mile |
| Tandem Axle (4 Axles) | 55.750 cents per mile |
| Tandem Axle (5 Axles) | 55.875 cents per mile |
| Tandem Axle (over 40,000 lbs.) | 56.000 cents per mile |
| Double Bottom Units/Combination | 56.900 cents per mile |
| Double Bottom Units (40', 45' or more than two trailers) | 58.765 cents per mile |
| Hourly Rates - Road | \$22.65 per hour |
| Cartage Minimum Hourly Rate | \$22.71 per hour |
| Utility Employee Hourly Rate | \$23.71 per hour |
| Two Man Rate, Single Trailer | 57.875 cents per mile |
| One Man Rate, Single Trailer | 28.938 cents per mile |
| Two Man Rate, Double Bottom | 58.900 cents per mile |
| One Man Rate, Double Bottom | 29.450 cents per mile |
| Two Man Rate, Double (40'-45') | 60.765 cents per mile |
| One Man Rate, Double (40'-45') | 30.383 cents per mile |

| | |
|-------------------------|------------------|
| Casual City Driver Rate | \$19.08 per hour |
| Dock Casual Rate | \$16.00 per hour |
| —hired after 4/1/08 | \$14.00 per hour |

In addition, these wage rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

Applicable mileage rates for types of equipment will be paid in all instances for miles driven only.

Effective April 1, 2008, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

Effective first (1st) day of employment - 85% of the current rate

Effective first (1st) day of employment plus one year- 90% of the current rate

Effective first (1st) day of employment plus two years - 95% of the current rate.

Effective first (1st) day of employment plus 3 years - 100% of the current rate.

Effective April 1, 2008 employees who are continuing in progression from the previous agreement shall receive the applicable percentage of the current rate.

The above rates shall not apply to casual employees. The term “current rates” is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

Plus the following additional allowances shall apply:

(a) When runs of tandem axle units and jeeps carrying a cargo of forty thousand (40,000) pounds or more are paid on an hourly guarantee basis, the minimum hourly guarantee shall be:

| | |
|-------------------------|------------------|
| Effective April 1, 2008 | \$22.65 per hour |
|-------------------------|------------------|

(b) The rate for double bottom or combinations carrying a cargo of forty thousand (40,000) pounds or over shall in no event be less than the mileage or hourly rates or guarantees for tandem axle units carrying the same cargo weight.

(c) Where regular highway semis (forty, forty-five foot lengths or more than two trailers) are used for double bottom purposes of delivering or transporting freight, other than steel or perishable commodities, the rate shall be:

Effective April 1, 2008 58.765 cents per mile

If two-man operation is involved, each man shall receive one-half (1/2) of such rate.

(d) Time spent in making pickups and/or deliveries at points en route and intermediate terminals and time lost through delay in pickups and/or deliveries at intermediate terminals shall be paid for at the minimum rate of:

Effective April 1, 2008 \$22.65 per hour

Mileage pay shall be allowed for driving time in making pickups and/or deliveries at off-line points en route.

(e) In addition, these wage rates are subject to the provisions of Article 33 - Cost of Living, of the National Master Freight Agreement.

(f) When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased by one-half cents (1/2¢) per mile in the mileage rate and fifteen cents (15¢) on the hourly rate. Such increases are to apply on driving time.

Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot, shrapnel, warheads, powder, and flake T.N.T., that carry the term "fixed." (The penalty shall not apply to "small arm ammunition" carrying the term fixed.)

Section 2. Mileage Determination

Employees working under this Agreement shall be paid for actual miles driven, over routes designated by the Employer, as measured from terminal to terminal, including any additional via miles.

The method of measuring mileage under this provision will be determined by the appropriate Joint State Committee which may be by either joint logging with a calibrated odometer or any other mutually agreed method. Failing such mutual agreement, the miles must be logged. The Committee must determine the point-to-point inter-city mileage based on designated routes operated between cities which must be submitted to the Committee by the Employer.

If the previously designated route(s) are changed for any reason or a new route is established by the Company, the new mileage over such route(s) will be jointly calculated by the Company and the Local Union using the agreed to mileage from the records on file in each State/Joint State, and the new mileage will be effective on the thirty-first (31st) day after the new mileage is published by the Company with a copy to the Local Union.

Any change in mileage resulting from the above procedure shall not result in any retroactive pay to a driver or refund from a driver provided the signatory Employer has complied with the method set forth in this Article, however, any other type error in mileage pay which results in a proven shortage will be payable to the driver retroactive to the date the erroneous mileage was implemented.

ARTICLE 55. PEDDLER RUNS

Section 1. Definition

Runs on which pickup and/or delivery of freight from and to shipper, receiver, terminal or terminals en route are performed, where such runs are within the one hundred (100) mile radius of the city, shall be classified as peddle runs. Pickup and/or delivery of trailers, or delivery of a solid load, or delivery of freight to the Employer's terminal, is included as a peddle run operation. En route pickup and delivery shall be permitted within the fifty (50) mile city radius established as of April 1, 2003, in connection with any such run.

Section 2. Rate of Pay

The rate of pay for the peddle operations shall be as follows, except where such rate conflicts with established higher local rates and conditions on the same operations, in which event the higher local rates and conditions shall apply. The application of local rates and conditions shall include the application of overtime rates and provisions which prevail in the Local Cartage Supplements. The daily and weekly overtime provisions (but not the daily and weekly guarantees) of the Local Cartage Supplements prevailing at the point of origin of the peddle run shall be paid at the applicable peddle run rate:

Effective April 1, 2008

\$22.65 per hour

These wage rates are subject to the "new hire" provisions of Article 54 of this Agreement.

In addition, these wage rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

Section 3. Guarantee

Employees working under this Agreement shall be guaranteed a minimum of eight (8) hours' pay at the applicable hourly rate when put to work for all work performed.

Section 4. New Equipment

All equipment regularly assigned to peddle-run operations must have steps or some other suitable device to enable drivers to get in and out of the body. Equipment regularly assigned to peddle runs shall have steps.

ARTICLE 56. TWO-MAN OPERATION

Section 1.

The following rate of pay shall prevail for the two-man operation:

(a) Two-Man Rate - Single Trailer

Effective April 1, 2008

57.875¢ per mile

Single-Man Rate - Single Trailer
Effective April 1, 2008 28.938¢ per mile

(b) Two-Man Rate - Double Trailer Not
Exceeding Two 30' Trailers,
Effective April 1, 2008 58.900¢ per mile

Single-Man Rate - Double Trailer Not
Exceeding Two 30' Trailers
Effective April 1, 2008 29.450¢ per mile

(c) Where regular highway semis (forty, forty-five foot lengths or more than two trailers) are used for double bottom purposes of delivering or transporting freight other than steel or perishable commodities, the rate shall be:

Effective April 1, 2008 60.765¢ per mile

Each person involved shall receive one-half (1/2) of the above rate.

Section 2.

The rate of pay for pickup and delivery or delay time shall be as follows: Pickup and delivery shall be paid for at the full hourly rate for each man. Both drivers on two-man operation shall receive the same rate of pay when delayed on pickup and delivery. Full allowance for breakdown, layover, impassable highway and dead-heading time and for lodging, etc., as specified elsewhere in this Agreement, shall pertain for both men,

Effective April 1, 2008 \$22.65 per hour

Section 3.

These wage rates provided herein are subject to the "new hire" provisions of Article 54 of this Agreement.

In addition, these wage rates are subject to the provisions of Article 33 Cost of Living, of the National Master Freight Agreement.

Drivers shall be paid actual time spent when required to be with the unit while fueling and/or being fueled from the time the unit arrives in the fuel lane until the fueling process is complete for the second (2nd) and subsequent en route fuel stops during each trip.

There shall be no two-man operations on runs less than thirteen hundred (1,300) miles round trip unless otherwise agreed.

Section 4. Sleeper Cab Operation

Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he has established relay runs or through runs, except to move an unusual or overflow of freight and in such event drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

Section 5.

Where sleeper cab drivers are required to lay over away from their home terminal, layover pay shall commence following the tenth (10th) hour after the end of the run. If a driver is held over after the tenth (10th) hour, the driver shall be guaranteed two (2) hours pay in any event for layover time. If a driver is held over more than two (2) hours the driver shall receive layover pay for each hour held over up to eight (8) hours in the first eighteen (18) hours of the layover period, commencing after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour. All other provisions of Article 51 shall apply except as may be provided below.

The layover provision of this Agreement shall apply at only one (1) away-from-home terminal, and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each driver. The layover provision of this Agreement is to be applicable at such away-from-home terminal the first (1st) time reached on a round trip and such layover point shall be designated on the driver's original orders

prior to the dispatch from point of origin and shall remain the same whether or not the driver touches that point.

All sleeper teams must be sent to their home terminal on the third (3rd) dispatch, unless otherwise agreed.

The Employer shall provide in his dispatch rules and/or procedures thirty-six (36) hours off at the home terminal at least once a week unless otherwise agreed.

It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8) hour rest period.

Section 6.

Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer in a clean and sanitary condition. Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.

Upon expiration of current linen provider contracts, the drivers will be compensated seven dollars (\$7.00) each per trip to furnish and maintain their linens. A trip is defined as beginning and ending at home domicile.

All sleeper cab equipment must be provided with air conditioning and heating appliances in accordance with Article 16, Section 6 of the National Master Freight Agreement. In the event of mechanical failure of such air conditioning and heating appliances, repairs shall be made at the first point of repair enroute where qualified, certified service and parts are available. Drivers shall be paid for all time waiting for repairs to be made to heating appliances. In the event an air conditioning appliance becomes inoperable, the time necessary to complete the repairs cannot cause an unreasonable delay in the movement of freight and therefore will be limited to four (4) hours, for which drivers will be paid. In the event parts and/or qualified, certified service are not available, necessary repairs shall be completed prior to the equipment being dispatched from the next scheduled point of dispatch.

In any event, drivers will be paid under the away-from-home terminal breakdown clause at point of destination for such repairs.

Section 7.

Where driver teams are once established, it is understood that they are not to be separated unless mutually agreed by the Employer, the Union, and the driver team involved, except in case of emergency or reduction in force.

Section 8.

Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report for work between the hours of 7 p.m. and 7 a.m.; and provided further, that drivers who are off duty in the home terminal between 5 p.m., on Saturday who are called to work prior to 12 midnight Sunday, shall be given not less than six (6) hours' notice when ordered to report for duty. The above schedule can be changed only by mutual agreement between the Local Union and the Employer. The notification required by this Section shall state an appropriate time of departure with a two (2) hour leeway. After having been so notified, one (1) notification to change or cancel the departure time can be given except where an emergency exists, in which event a notification of the cancellation can be given. After the emergency passes, the normal dispatch procedure shall be resumed.

In the event a notified team, not properly canceled, reports as notified and is not dispatched, the drivers shall each receive four (4) hours' call-in time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provisions of the Agreement and shall not be employed as a subterfuge to avoid the intent and purpose of this interpretation.

The aforementioned six (6) hours' notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first (1st) team refuses or is unavailable, the trip shall be offered to the next team in order of their standing on the board.

No driver teams may or shall be separated for the purpose of such trip except in case of illness.

Any teams passed in keeping with the above shall retain their position on the dispatch board. The last team having ten (10) hours' rest to which such trip is offered shall be required to take the trip if no other team above it takes the trip.

Section 9.

A sleeper cab trip is exactly as is defined in Article 56, Section 3. During such sleeper cab trip, there may be a pickup or drop of freight and exchange of trailers at one (1) intermediate point on the return trip, provided:

- (a) there shall be no run around or interference with leg, relay or through runs;
- (b) there shall be no deliberate run around payment as a subterfuge for running around leg, relay or through runs; and,
- (c) where there is a need for via dispatches and the Employer and the Local Union cannot agree, it shall be subject to the grievance machinery.

Section 10.

Each over-the-road driver of sleeper cab equipment shall receive vacation pay at the period mentioned in the vacation provisions of this Agreement as follows: Vacation pay shall be computed by dividing the employee's earnings of the last calendar year by fifty-two (52) to determine one (1) week's earnings and then multiplying by the number of weeks of earned vacation.

There shall be no exception to the above unless an employee is out of work because of proven illness or injury resulting in inability to work for a cumulative period of four (4) weeks or more as evidenced by a doctor's certificate filed with the Employer when returning to work, if required by the Employer. Any period of illness or injury less than one (1) week (7 days) duration shall not be used to make up the four (4) weeks. When such conditions occur,

then the actual annual earnings for the calendar year involved shall be divided by fifty-two (52) less the number of weeks of proven illness or injury as outlined above.

Section 11.

Only two (2) men shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event shall a master driver be in the cab in addition to the two (2) regular drivers for more than three hundred (300) miles, and then only if requested by a majority of the regular drivers or by agreement of the team involved.

ARTICLE 57. OWNER-OPERATOR

All provisions of the National Master Freight Agreement relating to owner-operators, Article 22, shall apply.

ARTICLE 58. VACATIONS

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, twelve (12) consecutive working days where they have been employed two (2) years or more, and eighteen (18) consecutive working days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, twelve (12) consecutive working days where they have been

employed two (2) years or more, and eighteen (18) consecutive working days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more.

Employees shall receive a vacation of thirty (30) consecutive working days where they have been employed twenty (20) years or more; thirty-six (36) days after 30 years or more provided, however, if mutually agreed between the Employer and the employee, the employee shall either take the fourth (4th) and fifth (5th) and sixth (6th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) and/or sixth (6th) week of vacation.

An employee, upon giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting his vacation. It is understood that during the first (1st) year of employment, the employee must work sixty percent (60%) of the 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.

If a holiday occurs during an employee's vacation, the employee shall be allowed an extra day off at the end of said vacation.

Section 2.

The full week's pay, except for the fourth (4th) and fifth (5th), and sixth (6) weeks of vacation, shall be computed by dividing the compensation received by the employee during the twelve (12) month period by the number of days worked in said period and then multiplying the result by six (6). Time lost due to sickness or injury

shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

Compensation for the fourth (4th) and fifth (5th), and sixth (6) weeks shall be computed on the basis of one fifty-second (1/52) of the employee's earnings for the twelve (12) month period preceding the vacation period.

The workday and not the calendar day shall be the basis for computing the number of days worked under the section.

Section 3.

Except as provided in Article 58, Section 1, with respect to the fourth (4th) and fifth (5th) and sixth (6) weeks of vacation, all vacations 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. 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.

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.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of twelve percent (12%) of the total number of the active employees shall be permitted to go on vacation in any one (1) calendar day.

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 weeks of their earned vacation into a maximum of twelve (12) twenty-four (24) hour segments. 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/she 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/she will be paid for such days with his/her 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.

Section 5.

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 6.

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.

Section 7.

If the employee is obligated to be available to the Employer and not worked on that day, this shall be considered as a trip for accumulation of vacation.

Time lost due to sickness, injury or time required to be available for work call, shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

ARTICLE 59. HOLIDAYS

The following named holidays shall be paid for at the rate of eight (8) hours' pay for the holiday even when not worked and regardless of the day of the week on which it falls in addition to any monies the employee may earn on such holidays: New Years' 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.

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight-time hours of holiday pay.

Employee's birthday and/or personal day holidays: The employee may, upon giving seven (7) calendar days written notice to his employer, schedule either holiday before or after his next off day so as to have an additional consecutive day off for the purpose of extending such period of permissible time off. During such extended permissible time off period the employee shall not be eligible for a work call.

In order to qualify for holiday pay, it is provided that regular or extra employees must work the regular workday immediately preceding or following the holiday, if said employee is requested to do so and has not exhausted his hours of work, or unless he is unable to work on account of proven illness, or unless absence is mutually agreed.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holidays falling within the probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay. Regular employees are entitled to holiday pay if the holiday falls within the first 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 under Article 42. This does not apply to

employees taking leave of absence for full-time employment with the Union.

Any laid-off employee on the Employer seniority list who works a day within fifteen (15) calendar days before or after a recognized holiday shall receive pay for such holiday; however, any such laid off employee who declines work on any day during the qualifying period for such holiday(s) is not entitled to be paid for same except in cases of absence due to illness, injury or mutual agreement. This provision shall also apply to any laid off employee working out of classification provided they qualify as required in this section. 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 day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the contract. 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 60. 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.

The funeral leave provision set forth in this Agreement shall apply to an extra board driver held in readiness to work.

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 61. 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 62. 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 63.

Section 1. Items Covered

This Article refers to commodities and solid loads referred to in the Iron and Steel and Truckload Supplement.

Section 2.

Such articles may be hauled within, into and out of Central States, Southern, Western, Eastern Regions. Iron & Steel Commodities in excess of the above list which have been previously approved by the original Region may be hauled within and to other Conferences but require destination Region approval for those commodities.

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within I.C.C. and D.O.T. rules and regulations. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of IBT Joint Council #25, and/or Chicago Truck Drivers Local 705, in the Chicago area other than those that may be permitted under the terms of such Local's agreements.

Section 3.

The minimum rates of pay for equipment owned and driven by the owner-operator shall be as set forth in Article 22 of the National Master Freight Agreement.

There shall be no reductions where the present basis of payment is higher than the minimum established herein for this type of operation. Where owner-operator is paid on a percentage of tonnage basis and the operating company reduces its tariff, the percentage or tonnage basis of payment shall be automatically adjusted so that the owner-operator suffers no reduction in equipment rental or wages, or both.

Section 4.

It is understood and agreed that the above mileage rates are minimum rates of pay for rental of equipment. In the event that the Employer pays on a percentage or tonnage basis, in order to test as to whether or not the above minimum mileage rates are being paid, such test shall be for a period of two (2) weeks or semi-monthly.

ARTICLE 64. PERISHABLE AND/OR EXEMPT COMMODITIES

Section 1.

Perishable and/or exempt commodities include but are not limited to the following:

Fresh meat; Poultry, eggs and butter (fresh or frozen); Fluid milk; Frozen foods; Fresh fruits and vegetables; and Fresh dairy products.

Section 2.

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within I.C.C. and D.O.T. rules and regulations.

The provisions of this Section shall apply to all articles, products, items and commodities listed above as well as to those approved by the Special Joint Committee established for such purpose under the

1979-1982 Agreement. Where local conditions do not now permit any such pickup and/or delivery, such conditions shall continue. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of IBT Joint Council #25, and/or Chicago Truck Drivers Local 705, in the Chicago area other than those that may be permitted under the terms of such Local's agreements.

ARTICLE 65. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS

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

The Employer shall furnish adequate yard lighting at all terminals in accordance with the Industrial Code in the area. The Employer shall make a bona fide attempt to make a telephone available at all terminals and/or relay points.

ARTICLE 66. SICK LEAVE

Effective April 1, 1980, and thereafter all Supplemental Agreements shall provide for 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.

Effective April 1, 2008, sick leave will be paid to eligible employees beginning on the first (1st) working day of absence.

Effective January 1, 2009, the accrual and cash out dates for sick leave will move from April 1 to January 1. As an example, employees will be entitled to cash out accrued sick leave on April 1, 2008, and will accrue an additional 5 days sick leave between April 1, 2008, and December 31, 2009. In addition, no employee will lose their entitlement to the cash out of unused sick leave on January 1, 2009, because they were not able to satisfy the present eligibility provision of having received 90 days of compensation during the shortened qualifying period of April 1, 2008, through December 31, 2008.

The additional sick leave days referred to above shall also be included in those Supplements containing sick leave provisions prior to April 1, 1976. The National Negotiating Committees may develop rules and regulations to apply to sick leave provisions negotiated in 1976 Agreement and amended in this Agreement uniformly to the Supplements. The committee shall not establish rules and regulations for sick leave programs in existence on March 31, 1976.

ARTICLE 67. AIR CONDITIONING

Tractors added to the road fleet and assigned to road operations on a regular basis, whether newly manufactured or not newly manufactured, shall be air conditioned.

The Regional Joint Area Committee may, upon application of either the Employer or the Local Union, waive the installation of such air-conditioning equipment as a result of climatic conditions or other standards established by the Committee.

Employees shall not be required to depart on a dispatch with a tractor equipped with an air conditioner not in proper working order from an origin terminal that has an open garage facility or a qualified vendor service with all the necessary parts in stock, unless otherwise mutually agreed to between the Union and the Employer.

If a driver is dispatched with an air conditioner in proper working order and it breaks down during that tour of duty; that unit must be dispatched on the next tour of duty to a Company designated air conditioning repair point.

ARTICLE 68. WORKER'S COMENSATION

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

ARTICLE 69. TERMINATION CLAUSE

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of April 2003, to be effective as of April 1, 2003, except as agreed otherwise by the parties.

**FREIGHT DIVISION
CENTRAL REGION OF TEAMSTERS
OVER-THE-ROAD NEGOTIATING COMMITTEE**

Chairman: Patrick W. Flynn, Int'l Vice President & Secy.-Treas.
Teamsters Local Union No. 710

Committee:

| | |
|-----------------------------|---------------------------|
| Greg Alden, IBT—Co-Chairman | Thomas Millonzi, LU 200 |
| Brian Buhle, LU 135 | Kevin Oliva, LU 89 |
| Chuck Baez, LU 710 | Wayne Perleberg, LU 160 |
| Dave Baker, LU 421 | Bud Raver, LU 413 |
| Frank Burdell, LU 407 | Terry Sell, LU 299 |
| John Kaiser, LU 661 | Brad Slawson, Sr., LU 120 |
| Rick Meyer, LU 600 | Steve Waitman, LU 908 |

**TRUCKING MANAGEMENT, INC.
CENTRAL STATES AREA
OVER-THE-ROAD NEGOTIATING COMMITTEE**

John Mozena, Chairman

| | |
|--------------------------|--------------|
| John Barker, Co-Chairman | Neil London |
| Rod Booth | Steve Parker |
| Everett Hart | Ray Buratto |

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) _____