

**NEW JERSEY NEW YORK
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT
COVERING EMPLOYERS OF PRIVATE,
COMMON AND CONTRACT CARRIERS
FOR THE PERIOD OF
APRIL 1, ~~2003~~2008 TO MARCH 31, ~~2008~~2013**

In the jurisdiction of the Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

The _____
(Company)

Hereinafter referred to as the Employer and Local Union No. ____ Affiliated with the Eastern Region of Teamsters, and the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of the Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes part of the National Master Freight Agreement hereinafter referred to as the National Agreement, and the New Jersey- New York Area General Trucking Supplemental Agreement for the period commencing April 1, ~~2003~~ **2008** and shall prevail over the specific terms of those Agreements only to the extent specifically provided herein.

ARTICLE 71 – SCOPE OF THE AGREEMENT

Section 1. Operations Covered

The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”) on the part of the employer within, into, and out of the Area and Territory described above.

This Supplemental Agreement is supplement to and becomes a part of the Master Freight Agreement, hereinafter referred as the “National Master Agreement”, and the New Jersey – New York Area General Trucking Supplemental Agreement for the period commencing April 1, ~~2003~~ **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.

A breakbulk terminal may be established upon the mutual agreement of the Employers and the Local Unions as long as such agreements are equal to the standards established by the Joint Area Committee, such standards are to be worked out within ninety (90) days of the signing of the National Master Freight Agreement.

Section 2. Employees Covered – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

ARTICLE 72 – SENIORITY - NO CHANGE

ARTICLE 73 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week’s pay shall be held on an employee. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check within twenty-four (24) hours to the employee at the address designated by the employee.

~~When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall pay in cash or make suitable arrangements to cash checks on pay day. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.~~

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at

the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

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

ARTICLE 74 – PAID-FOR-TIME

Section 1. General – *No Change*

Section 2. Call-in Time

~~Drivers called to work shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and resister in. Once the driver reports to work, he shall be guaranteed eight (8) hour's pay at the current hourly rate, whether he is put to work or not.~~

Drivers called to work shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and resister in. Once a turn driver reports to work, he shall be guaranteed eight (8) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not . Once a lay driver reports to work, he shall be guaranteed sixteen (16) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not .

Section 3. Breakdowns or Impassable Highways Including Snow Time – *No Change*

Section 4. Deadheading – *No Change*

Section 5. Bob-Tailing – *No Change*

Section 6. Pickup and Delivery Limitations – *No Change*

Section 7. Minimum Guarantees – *No Change*

ARTICLE 75 – LAYOVER AND LODGING

(a) Where a driver is required to layover away from his home terminal, layover pay shall commence following the thirteenth (13th) hour after the end of the run. If the driver is held over after the thirteenth (13th) hour, he shall be guaranteed one (1) hour's pay in any event for layover

time. If he is held over more than one (1) hour, he shall receive layover pay for each hour laid over up to eight (8) hours in the first twenty-one (21) hour layover period. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-one (21) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-hour (20) period prior to the twelfth (12th) hour, and layover shall commence after the twelfth (12th) hour. In addition to the hourly rate, employees shall receive ~~seven dollars (\$7.00)~~ **ten dollars (\$10.00)** meal allowance for each four (4) hour period they are on the clock after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at the home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, 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 contract.

When employees have been enjoying a layover provision with higher standards, it shall be maintained unless otherwise mutually agreed to.

(b) 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 and shall be maintained by present day standards. Air conditioned dormitories or air conditioned hotel rooms, if available shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds and draperies or be suitable darkened during daylight hours. Comfortable sanitary lodging shall mean a room with not more than one bed in it and not more than one driver sleeping in the room at the same time, except in dormitories at Company-owned terminals, with janitor service, clean sheets, pillow cases, 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 air conditioned rooms.

There shall be no bunk beds or double beds. In addition, dormitories in new terminals must be sound-proofed, and shall not provide for more than two men in a room. Where an existing dormitory currently provides for two men in a room, such practice shall be continued. In all terminals with dormitories there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Company does not provide drivers with a waiting facility which is adequate under these circumstances it shall be taken up as a grievance.

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

No new dormitory at Company-owned terminal shall be permitted unless jointly approved by the Union and the Company. Such dormitory shall not be used unless janitor service, clean sheets, pillow cases, blankets and proper sanitary conditions are provided.

(c) When a driver is required to layover away from his/her home terminal, the Employer is solely responsible, and will bear the cost to transport the driver from the employer's terminal to the hotel/motel and back.

Drivers shall be paid all time waiting for transportation to the motel less thirty (30) minutes. However, upon arrival at the motel if there are no rooms available, drivers shall be paid all delay time until they are provided with a room.

Lodging Subcommittee

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New Jersey/New York Negotiating Committee as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form 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 all hotels, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

ARTICLE 76 – DROPPING AND PICKING UP - *NO CHANGE*

ARTICLE 77 – DELAY TIME

(a) Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty.

Whenever the Employer arbitrarily abuses the free time allowed in this Article, 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 contract.

(b): Road Drivers shall be compensated for terminal waiting time at the applicable hourly rate of pay for all time after they are ordered to report for work at the Home Terminal, or lay over point, if they are held in excess of thirty (30) minutes.

On the occasions when road drivers do not encounter a delay in excess of thirty (30) minutes at the home terminal, or lay over point, they shall be subject to the free time provision as outlined in Article 77 (a) of New Jersey / New York Over-the-Road Supplemental Agreement.

ARTICLE 78 – VACATION

Section 1. Qualifying Period – *No Change*

Section 2. Time Credited – No Change

Section 3. Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the above schedule, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third (3rd) anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date to the additional vacation earned, in accordance with the above schedule.

Any employee who earns ~~more than~~ 10 days vacation **or more** in a contract year may elect to take vacation time in one day increments, not to exceed more than ~~5~~ **10** days in a vacation period, in accordance with the guidelines in Article 57, Section 1. **Road drivers on laydown bids shall be required to take vacation in two (2) day vacations where applicable.**

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employer (with less than three (3) years seniority).

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5) days vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5) days of

vacation (maximum of 10 days). Effective April 1, 2004 employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 15 days).

Time lost due to layoff, leave of absence or suspension is not included for eligibility.

Section 4. Vacation Pay – *No Change*

Section 5. Vacation Period – *No Change*

Section 6. Posting of Schedule – *No Change*

Section 7. Terminations – *No Change*

ARTICLE 79 – HOLIDAYS - *No Change*

ARTICLE 80 – METHOD OF DISPATCH - *No Change*

ARTICLE 81 – TERM OF SUPPLEMENTAL AGREEMENT

SCHEDULE A SINGLE-MAN OPERATIONS

Section 1.

The rate of pay per mile for drivers based on mileage shall be as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

In cases where the mileage rate is greater than specified above, such rates shall remain in effect for the contract year April 1, ~~2003~~**2008** through March 31, ~~2004~~**2009**.

The following rules and applications apply to doubles operations.

1. Mileage rate when pulling doubles (Twin 28 foot or shorter, Pup Trailers), will be two cents (.02) per mile over the existing mileage rate.
2. The double mileage rate will only apply when the driver is actually pulling doubles.
3. All drops and hooks performed by the driver shall be paid for as specified in Article 76 (a) of this agreement.

It is agreed to that should any Employer commence utilization of a twin 45 or 48 foot trailer operation or a triple (three (3), 28 foot or shorter trailers) operation, the parties will negotiate the terms and conditions of such operation. It is further understood that all other conditions of the Supplemental Agreement remain intact and in full force.

Section 2. – Hourly Rates

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased 1/2 cent per mile in the mileage rate and 15 cents in the hourly rate. Such increases are to apply only in driving time. Penalty rates shall apply to all types of ammunition, bombs, bullets, shells, shrapnel, war heads, powder, and flake T.N.T. that carry the term “FIXED”. (The penalty shall not apply to “small arms ammunition” carrying the term (FIXED”).)

Section 3. – No Change

Section 4. Turn-Around

On all dispatched from point of origin to destination at which the driver takes a statutory rest period, he shall be guaranteed a minimum of eight (8) hours’ pay for such run.

On all dispatches from point of origin to destination and return with no statutory rest period at destination, the driver shall be guaranteed a minimum of eight (8) hours’ pay per trip.

Entry Rates (New Hires)

~~Effective April 1, 2003, all employees hired on or after that date and employees that are in progression shall receive the following hourly and/or mileage rates of pay:~~

~~(a) Effective first (1st) day of employment — seventy five percent (75%) of the current rate.~~

~~(b) Effective first (1st) day of employment plus one (1) year — eighty percent (80%) of the current rate.~~

~~(c) Effective first (1st) day of employment plus eighteen (18) month ninety percent (90%) of the current rate.~~

~~(d) Effective first (1st) day of employment plus two (2) years — one hundred percent (100%) of the current rate.~~

Entry Rates (New Hires)

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

**SCHEDULE B
TWO-MAN OPERATION**

It is understood that the (~~2003-2008~~) **2008 - 2013**, National Master Freight Agreement contains National Sleeper Cab Operations language (Article 8, Section 8) and that language shall apply to this Supplemental Agreement were it is silent and shall supersede this Supplement where a conflict exists.

Any disputes regarding the National Sleeper Cab language shall be filed with the National Sleeper Cab Grievance Committee as specified by the National Master Freight Agreement. Any dispute regarding the language contained in this Supplemental Agreement shall be subject to the grievance machinery contained in this Agreement.

Section 1. Mileage Rates of Pay

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

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 2. Pickup and Delivery and Delay Time

The rate of pay for pickup and delivery time shall be as follows:

Pickup and delivery shall be paid for at the full hourly rate for each man on duty, but shall not apply to the man whose log of the run shows he is on a rest period at the time the pickup or delivery is made. Full allowances for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified in this Agreement shall apply for each man. Both drivers on two-man operations shall receive the same rate of pay when delayed on pickup and delivery, except when backed up into the dock and ready to unload, at which time only the one man on duty shall receive the hourly rate of pay.

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

There shall be no allowance for time spent in taking fuel and oil en route between terminals. Flagrant abuse of free time shall constitute a violation of this Section and shall be subject to the grievance machinery of this Agreement.

Section 3. – *No Change*

Section 4. Sleeper Cab Operations – *No Change*

Section 5.

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 man, except as provided for pickup and

delivery set forth above. The layover provision of twelve (12) hours is applicable at such away-from-home terminal. Upon the second or subsequent arrival at such away-from-home terminal prior to the home terminal, all time shall be paid for both men, and the layover provision shall not apply.

When on a compensable layover on Sundays and holidays there shall be meal allowance of **Ten Dollars (10.00)** ~~Seven Dollars (\$7.00)~~. Five (5) hours thereafter, another meal allowance of **Ten Dollars (10.00)** ~~Seven Dollars (\$7.00)~~. Five (5) hours later, a third meal allowance of **Ten Dollars (10.00)** ~~Eight Dollars and Fifty Cents (\$8.50)~~. No more than three (3) meals will be allowed during any 24 hour period. It shall not considered a violation of the layover clause for a driver to take less than a statutory eight (8) hours rest period.

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9. Vacations – No Change

Section 10.

Only two (2) drivers shall be permitted in the sleeper cab equipment at any one time except in the 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 or ten (10) hours. And then only if requested by a majority of the regular drivers or by agreement of the team involved.

Entry Rates (New Hires)

~~Effective April 1, 2003, all employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:~~

- ~~(a) Effective first (1st) day of employment — seventy five percent (75%) of the current rate.~~
- ~~(b) Effective first (1st) day of employment plus one (1) year — eighty percent (80%) of the current rate.~~
- ~~(c) Effective first (1st) day of employment plus eighteen (18) months ninety percent (90%) of the current rate.~~
- ~~(d) Effective first (1st) day of employment plus two (2) years — one hundred percent (100%) of the current rate.~~

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Entry Rates (New Hires)

**MEMORANDUM OF AGREEMENT
NJ/NY OVER-THE-ROAD SUPPLEMENT
COVERING
REGIONAL-LTL-CARRIERS**

Recognizing the operations differences between the Long Haul LTL carriers and the Regional LTL carriers operating in the NJ/NY Supplemental area, the parties have agreed to the following modifications to the NJ/NY Over-the-Road Supplemental Agreement as they apply to:
_____ (Company).

Except to the extent inconsistent with the terms of this Agreement, the Employer agrees to be bound by the terms of the NJ/NY General Trucking Supplemental Over-the-Road Agreement.

1. ARTICLE 75 – Layover and lodging is modified as follows:

a. Where a driver is required to layover 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 one half (1/2) hours pay in any event for layover time. If he is held over more than one half (1/2) hour, he shall receive layover pay for actual time laid over up to eight (8) hours in the first twenty-two (22) hour layover period. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-one (21) hour period prior to the thirteenth (13th) hour, and layover shall commence after the thirteenth (13th) hour. In addition, to the hourly rate, employees shall receive **ten dollars (\$10.00)** ~~seven dollars (\$7.00)~~ meal allowance for each four (4) hour period after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, 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 contract.

2) ARTICLE 77 – delay time is modified as follows:

a. Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty. All delay time at the home terminal shall be paid for time and shall ~~not~~ be applied towards the thirty (30) minute free allowance. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

3) ARTICLE 79, Section 3. Holiday Pay is modified as follows:

Drivers who are dispatched prior to 8:00 p.m. on a holiday or 9:00 p.m. or later on the eve of the holiday, shall be paid trips at the prevailing rate plus twelve (12) hours pay at the prevailing hourly rate for the holiday. However in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.

With the exception of the modifications contained herein, the terms and conditions of the NJ/NY Over-the-Road Supplemental Agreement shall remain in effect and run concurrent with the NMFA and the NJ/NY Area General Trucking Supplement.

**APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 701**

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

	Eff. Date	Hourly Rate	Daily Rate	Weekly Rate	Time & 1/2 Per Hr	Double Time
Tractor Trailer Drivers	4/1/03	20.05	160.40	802.00	30.075	40.10
	4/1/04	20.45	163.60	818.00	0.675	40.90
	4/1/05	20.85	166.80	834.00	31.275	41.70
Tandem Equip. and Switchers	4/1/06	21.30	170.40	852.00	31.95	42.60
	4/1/07	21.80	174.40	872.00	32.70	43.60
	4/1/03	9.95	159.60	798.00	29.925	39.90
Straight Truck Drivers	4/1/04	20.35	162.80	814.00	30.525	40.70
	4/1/05	20.75	166.00	830.00	31.125	41.50
	4/1/06	21.20	169.60	848.00	31.80	42.40
	4/1/07	21.70	173.60	868.00	32.55	43.40
	4/1/03	19.74	157.92	789.60	29.61	39.48
Motorized Lift Truck Operators	4/1/04	20.14	161.12	805.60	30.21	40.28
	4/1/05	20.54	164.32	821.60	30.81	41.08
	4/1/06	20.99	167.92	839.60	31.485	41.98
	4/1/07	21.49	171.92	859.60	32.235	42.98
	4/1/03	19.68	157.44	787.20	29.52	39.36
Utility Platform Men	4/1/04	20.08	160.64	803.20	30.12	40.16
	4/1/05	20.48	163.84	819.20	30.72	40.96
	4/1/06	20.93	167.44	837.20	31.395	41.86
	4/1/07	21.43	171.44	857.20	32.145	42.86
Checkers, Platform Men Helpers & Warehousemen	4/1/03	19.61	156.88	784.40	29.415	39.22
	4/1/04	20.01	160.08	800.40	30.015	40.02
	4/1/05	20.41	163.28	816.40	30.615	40.82
	4/1/06	20.86	166.88	834.40	31.29	41.72
4/1/07	21.36	170.88	854.40	32.04	42.72	

SEE NATIONAL ECONOMIC SETTLEMENT AGREEMENT IN THE MASTER AGREEMENT

Section 1. New Entry Rates

Effective April 1, 2003, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

~~(a) Effective first (1st) day of employment—75% of the current rate.~~

~~(b) Effective first (1st) day of employment plus one (1) year—80% of the current rate.~~

~~(c) Effective first (1st) day of employment plus eighteen (18) months—90% of the current rate.~~

~~(d) Effective first (1st) day of employment plus two (2) years—100% of the current rate.~~

~~The above rates shall not apply to casual employees. The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all wage cost of living adjustments under this Agreement.~~

~~City and Combination Casuals—Hourly Paid~~

~~Effective April 1, 2003 \$17.185~~

~~Effective April 1, 2004 17.525~~

~~Effective April 1, 2005 17.865~~

~~Effective April 1, 2006 18.2475~~

~~Effective April 1, 2007 18.6725~~

~~Dock Casual Employees—Hourly Paid~~

~~Effective April 1, 2003 \$15.25~~

~~Effective April 1, 2004 15.50~~

~~Effective April 1, 2005 15.75~~

~~Effective April 1, 2006 16.00~~

~~Effective April 1, 2007 16.00~~

SCHEDULE "B"
LOCAL 701 HEALTH, WELFARE AND
PENSION FUNDS

The Employer shall contribute the following amounts periodically as set forth herein, as required by the Rules and Regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701, for the purpose of providing and maintaining welfare benefits heretofore in effect and as hereinafter may be amended from time to time, in accordance with the Trust Agreement regulating said Fund, and for the purpose of providing pension benefits as heretofore in effect or as hereinafter may be amended.

Effective August 1, ~~2003~~ **2008**, the Employer will contribute a total of ~~\$10.635~~ \$14.135 per hour for every hour paid for, not to exceed forty (40) hours per week per employee covered by this Agreement to the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701. Such funds are to be administered in accordance with the current Health, Welfare and Pension Trust Agreements.

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, ~~2003~~ **2008**, to be effective as of April 1, ~~2003~~ **2008**, except as to those areas where it has been otherwise agreed between the parties: