

New Jersey-New York General Trucking Supplemental Agreement

For the Period: April 1, ~~2008~~2019 through March 31, ~~2013~~2024

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

NEW JERSEY – NEW YORK AREA GENERAL TRUCKING SUPPLEMENTAL AGREEMENT

Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, ~~2008~~2019 to March 31, ~~2013~~2024 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

PREAMBLE

The _____
(Company) hereinafter referred to as the Employer and the New Jersey-New York Area Freight Council, 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 this Agreement.

This 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~~2019, 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 *NO CHANGE*

ARTICLE 41 *NO CHANGE, EXCEPT THE FOLLOWING:*

Casual Employees

1. A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.
2. A casual employee will be placed in probation after completing ~~seventy-five (75)~~thirty-five (35) work days. The probationary employee after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.
3. The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. Any new casual waiver forms must be signed by the Company, the employee and the Local Union.
4. A monthly list of all casual and/or probationary employees used during that month shall be submitted to the Local Unions by the

tenth (10th) day of the following month. Such list shall show:

- (a) The Employee’s name, address and Social Security Number;
- (b) The dates worked.

Any dispute to the above Article shall be referred directly to the New Jersey – New York Supplemental Negotiating Committee.

ARTICLE 42 – STEWARDS
NO CHANGE

ARTICLE 43 – LEAVE OF ABSENCE
NO CHANGE

ARTICLE 44 - SENIORITY
NO CHANGE

ARTICLE 45 - JOINT GRIEVANCE COMMITTEES
NO CHANGE

ARTICLE 46 – GRIEVANCE PROCEDURE AND UNION LIABILITY
NO CHANGE

ARTICLE 47 - DISCHARGE OR SUSPENSION
NO CHANGE, EXCEPT THE FOLLOWING:
Section 1. Warning Notice

The Employer shall not discharge nor suspend any employee without just cause and the written notice of discharge or suspension must set forth the specific reason for such action. In respect to discharge or suspension, the Employer shall

give at least one warning notice of the specific complaint against such employee, in writing, and a copy of same to the Union and the shop steward, except that no warning notice need be given to any employee before he is discharged or suspended if he is discharged or suspended for any of the causes listed in Section 2 below or suspended for theft of time. The Employer shall not discipline any employee without just cause based upon valid written warning notices sent within the applicable time periods set forth hereinafter. No disciplinary notice shall be considered valid unless it is in writing, has been delivered to the employee, personally or by certified mail to the address given to the Employer by the employee or his job steward and sent ~~certified mail~~ **electronic transmission** to the Union, and sets forth therein in full the specific grounds and circumstances upon which it is based.

Warning notices only, shall be handed to the employee and not mailed to his home. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within seven (7) days, excluding Saturdays, Sundays, and holidays, from the date the Employer knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

No disciplinary notice may be introduced in any grievance or arbitration hearing which has not been issued within six (6) months from the date of the disciplinary notice, except in the case of notices concerning accidents, within nine (9) months from the date of the disciplinary notice, and except for periods of worker’s compensation absence where the timeliness period shall be extended equal to the amount of time the employee is absent. Failure of an employee or Union to grieve or protest a warning letter to which no other discipline has been attached, when given, shall in no manner be deemed prejudicial to said employee in a

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future grievance or arbitration hearing involving said warning letter.

An employee shall not be suspended until the Local Union has been given forty-eight (48) hours written notice. Saturdays, Sundays, and holidays shall be excluded in determining the forty-eight (48) hour period.

ARTICLE 48 – BONDS

NO CHANGE

ARTICLE 49 – PAY PERIOD

NO CHANGE

ARTICLE 50 – JOB DUTIES AND CLASSIFICATIONS

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1.

An employee in one job classification may be used in another job classification only if no work opportunities are lost by men on the seniority list in the job classification to which he is transferred.

(a) Drivers

A driver is one who drives motorized equipment in the delivery and/or pickup of freight or in the moving of equipment. Drivers may make pickups and/or deliveries of freight to and from the ground, sidewalk, platform, connecting line and/or within the premises of the consignee or shipper.

There shall be no “feeding” of trucks or trailers to drivers at or near pickup and/or delivery places. A driver may be required to stack freight in the body of the truck or trailer and may be required to take freight to the tailgate of the truck or trailer in unloading at the Employer’s terminal.

Where drivers and helpers have not previously worked on the platform at the Employer’s terminal, the performance of platform work will be subject to mutual agreement between the Local Union and the Employer.

(b) Helpers

A helper may assist a driver in performing the pickup and/or deliveries the driver is called upon to make. Helpers may be required to load or unload the vehicle at the Employer’s terminal.

(c) Platform Men

Platform men shall move, load and/or unload freight and perform other duties in accordance with past practice.

(d) Checkers’ duties shall consist of the checking of freight at the Employer’s place of business. Checkers may be required to perform platform men’s duties.

(e) Hi-Lo Men

A Hi-Lo man operates a motorized lift truck. He may be required to perform platform men’s and/or checking duties as assigned.

(f) Warehousemen

A warehouseman’s duties shall consist of the handling of all freight in the warehouse of the Employer, including the loading and unloading of freight.

(g) Classification pertaining to platform work shall be the gang or utility system:

(1) The Gang System. Comprised of checker, stacker, pusher or stripper. Checker to perform no other duty than check.

(2) Utility System. Defined as “one man” gang, who may check, push, stack or strip simultaneously. The Utility System, when used, the man will be paid seven cents (7¢) an hour above the regular platform rate. The utility rate shall also apply to hi-lo men, when performing the above work.

(h) Riggers

Rigging work covered by this Agreement shall be work obtained by the Employer on the basis of the Rigging Tariffs (Heavy Hauling). All employees assigned to rigging work shall be paid the wages shown in Article 51, Section 1 of this Agreement.

(i) All moving of trucks, tractors and trailers in and about the Employer’s place of business shall be performed by drivers, in the employ of the Employer, who are governed by this Agreement, except that:

(1) An over-the-road driver shall have the right to back into the terminal platform so that his truck or trailer may be unloaded or reloaded. He shall have a similar right to drive away from the Employer’s platform on his return trip over-the-road. He shall not be permitted to drop and/or pickup a trailer or truck at the Employer’s terminal unless the terminal is closed, except between the hours of 9 a.m. and 5 p.m. as provided for in Article 50, Section 1(a)(4) of this Supplement.

(2) If, at the time of arrival, due to congestion at the platform, or for other reasons, the road driver does not back his truck into the platform, but leaves it in the yard, street, or nearby lot, then going on about his business, the truck or trailer unit shall be considered as having “come-to-rest.”

(3) Once the over-the-road unit has “come-to-rest,” in the terminal area, all further moving

about of the truck or trailer shall be deemed local work to be performed by a local driver.

(4) Road drivers shall be permitted to drop and/or hook at the Employer’s terminal, if the terminal is closed and/or if no qualified employee, covered by this Agreement, is available at the terminal to perform such drop and/or hook and further provided such drop and/or hook by road drivers at open terminals shall be limited to not more than five (5) in any one calendar day between the hours of 9:00 a.m. to 5:00 p.m.

(j) At those locations where restrictions currently exist, the parties agree to establish dock/driver bid positions at end of the line terminals where city drivers and dockmen are on the same seniority list with the following provisions:

- (1) The number of dock/driver bids shall be limited to 10% of the drivers on the seniority list at each terminal.**
- (2) The number of bids may be increased based on mutual agreement between the Local Union and the Company.**
- (3) The dock/driver bids shall be at 6 a.m. only.**

At terminals which currently have daytime dock/switcher bids, these bid(s) shall be maintained whenever the new dock/driver bids are in place.

ARTICLE 51 – WAGES

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1.

The job classifications and wage rates for each Local Union are set forth in Appendix A and by reference hereto made a part of this Agreement. The minimum wage increase across the board shall apply to all present employees in the

classifications set forth in Appendix A. New employees and present employees changing classifications shall receive the rate set forth in Appendix A. ~~Any chauffeur driving windless trucks shall receive one dollar (\$1.00) per day over the wage scale listed above when using windless.~~ **All employees covered by this Agreement assigned to night work shall receive one dollar (\$1.00) per day over the wage scale listed above. The one dollar (\$1.00) shall be added to the wage scale in computing overtime and vacation pay.**

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 52 - WORKDAY AND WORKWEEK

NO CHANGE, EXCEPT THE FOLLOWING:

Section 3. Starting Time

(a) A regular day's work may be assigned at 6, 7, 8, or 9 a.m. and/or 12 noon starting time to be computed from the time of the employee's arrival at the Employer's terminal until leaving same, (premium days included). Notwithstanding anything contained in this Section, presently existing different starting times may be continued by the Employer.

(a)(1) Dock/Driver bids shall be at 6 a.m. only.

(b) Except as provided in subsection (c) below, if an employee is required to report for work before 6 a.m., he shall be paid for such period at the overtime rate applicable for that day. Where an employee is required to report for work at 9 a.m., or any time thereafter, the starting time shall be as set forth in Section 2 of Article 51 or subsection (c) below, whichever is applicable.

(c) The Employer may bid regular jobs with a 9 a.m. and/or 12 noon starting time. The Employer may not require a regular seniority employee who was not put to work at 8 a.m., to remain for available work at 9 a.m., unless his starting time for the day is from 8 a.m. (provided the employee did not report late). Non-seniority employees may be started and paid from 9 a.m. The Employer shall have the right to designate the available work for the 9 a.m. starting time.

(d) A non-bid seniority employee who starts at 6:00 a.m. on any day after Monday shall finish the week on a 6:00 a.m. start.

(e) Notice of reduction and/or abolishment of the 6 a.m., 9 a.m. or 12 noon starts shall be posted no later than forty-eight (48) hours before the effective date of such abolishment and/or reduction, exclusive of Sunday, Saturday or a holiday.

(f) In the absence of seniority selection of posted bids, the Employer shall have the right to assign qualified employees to the posted bid in the reverse order of seniority. Bid men who are unable to report for their respective starting time must give the Employer sufficient notice under the circumstances so as to allow the Employer a reasonable time to obtain a replacement.

(g) Except as otherwise provided in this Agreement, any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union, except as provided in this Agreement. In the event the Union and the Employer are unable to agree on the change of starting time(s), the issue may be submitted to the grievance procedure.

(h) LATE REPORT:

Employees late for assignments shall be placed at the bottom of the seniority list for that day.

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This applies only to employees on the 8:00 a.m. shift, not to employees on bid starts.

ARTICLE 53 - MEAL PERIOD
NO CHANGE

ARTICLE 54 - LEASED OR HIRED EQUIPMENT (OWNER-OPERATORS)
NO CHANGE

ARTICLE 55 – TRAVEL TIME AND EXPENSES
NO CHANGE

ARTICLE 56 – VACATIONS

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 57 – HOLIDAYS
NO CHANGE

ARTICLE 58 – HEALTH, WELFARE & PENSION

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 59 – POSTING OF BONDS
NO CHANGE

ARTICLE 60 – LOSS OR DAMAGE
NO CHANGE

ARTICLE 61 – EXAMINATION & IDENTIFICATION FEES
NO CHANGE

ARTICLE 62 – EQUIPMENT
NO CHANGE

ARTICLE 63 – ACCIDENTS, SAFETY VIOLATIONS, ETC.
NO CHANGE

ARTICLE 64 – SANITARY CONDITIONS
NO CHANGE

ARTICLE 65 – INSPECTION OF PAYROLL RECORDS
NO CHANGE

ARTICLE 66 – ROAD OR LONG LINE OPERATIONS
NO CHANGE

ARTICLE 67 – COMPANY RULES
NO CHANGE

ARTICLE 68 – SUBCONTRACTING
NO CHANGE

ARTICLE 69 – BREAKBULK OPERATIONS

NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. Casual and Probationary Employees

(1) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

(2) A casual employee will be placed in probation after completing ~~one hundred~~ (thirty-five (35)) work days. The probationary employee, after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.

(3) The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. The involved employee must sign this form.

(4) A monthly list of all casual and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) The employee’s name, address and Social Security Number;

(b) The dates worked.

Any dispute to the above Article shall be referred directly to the New Jersey – New York Supplemental Negotiating Committee.

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have the preference at bidding time to choose their shifts.

**NEW JERSEY NEW YORK
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT
COVERING EMPLOYERS OF PRIVATE,
COMMON AND CONTRACT CARRIERS
FOR THE PERIOD OF
APRIL 1, ~~2008~~2019 TO MARCH 31,
20132024**

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, ~~2008~~2019 and shall prevail over the specific terms of those Agreements only to the extent specifically provided herein.

**ARTICLE 71 – SCOPE OF THE
AGREEMENT**

***NO CHANGE, EXCEPT FOR THE
FOLLOWING:***

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, ~~2008~~2019, 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.

ARTICLE 72 – SENIORITY

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Seniority Principal

(a) Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall have preference to choose their shifts and to work at the job for which the pay is highest at the home terminal, provided such employee is qualified for such work. Seniority does not give an employee the right to choose a specific unit.

(b) ~~Seventy-five (75)~~**Thirty-five (35)** work days shall constitute the casual period. An additional twenty-five (25) work days in a ninety (90) calendar day period shall constitute the probationary period. One (1) work day shall be defined as the time that a driver reports for his trip and punches in until he is relieved from duty for the purpose of taking his statutory rest. It is understood that this may be at his home terminal or any foreign terminal or intermediate point.

(c) Hiring of owner-operators shall be subject to Union Shop provisions and shall not interfere with the working privileges of the men on the seniority list.

Causal Employees

1. A causal employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

2. A casual employee will be placed in probation after completing ~~seventy-five (75)~~**thirty-five (35)** work days. The probationary employee after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.

3. The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. Any new casual waiver forms must be signed by the Company, the employee and the Local Union.

4. A monthly list of all casuals and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) The employees name, address and Social Security Number.

(b) The dates worked.

Any dispute to the above shall be referred to the New Jersey-New York Supplemental Negotiating Committee.

ARTICLE 73 – PAY PERIOD

NO CHANGE

ARTICLE 74 – PAID-FOR-TIME

NO CHANGE

ARTICLE 75 – LAYOVER AND LODGING
NO CHANGE

ARTICLE 76 – DROPPING AND PICKING UP
NO CHANGE

ARTICLE 77 – DELAY TIME
NO CHANGE

ARTICLE 78 – VACATION

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 79 – HOLIDAYS
NO CHANGE

ARTICLE 80 – METHOD OF DISPATCH
NO CHANGE

ARTICLE 81 – TERM OF SUPPLEMENTAL AGREEMENT
NO CHANGE

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, ~~2008~~**2019** through March 31, ~~2009~~**2020**.

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.

The paid-for miles shall be the miles driven by the driver over the routes designated by the Employer. Should the routes designated by the Employer be changed, new mileage will be determined by the parties. Schedule of designated routes and mileage to be filed with the Union. The Union shall be notified immediately of any change in designated routes. In cases of dispute or where official mileage is not given, the route shall be logged jointly by both parties and mileage shall be logged from terminal to terminal.

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)

******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

**SCHEDULE B
TWO-MAN OPERATION**

It is understood that the ~~2008-2013~~2019-2024, 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. - *NO CHANGE*

Section 6. - *NO CHANGE*

Section 7. - *NO CHANGE*

Section 8. - *NO CHANGE*

Section 9. Vacations - *NO CHANGE*

Section 10. - *NO CHANGE*

Entry Rates (New Hires)

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

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) 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 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"
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCALS 445, 478, 560,
617, 641, 707, 805
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 807
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

SCHEDULE "B"
LOCAL 282 LABOR AND MANAGEMENT PENSION AND WELFARE TRUST FUNDS
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

SCHEDULE "B"
LOCALS 445, 478, 560, 617 & 641 HEALTH, WELFARE AND PENSION
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

SCHEDULE "B"
LOCAL 707 HEALTH, WELFARE AND PENSION
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

SCHEDULE "B"
LOCAL 807 – HEALTH, WELFARE AND PENSION FUNDS
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, ~~2008~~**2019**, to be effective as of April 1, ~~2008~~**2019**, except as to those areas where it has been otherwise agreed between the parties: