

# Maryland-District of Columbia Freight Council 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 Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## Maryland-District of Columbia Freight Council Supplemental Agreement Western Maryland Over-the-Road and Local Cartage Operations

### PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the jurisdiction of Local Unions 355, 453, 639 and 992.

The undersigned Employer Association or Employer, as applicable, (hereinafter called Employers or Company) and the Maryland-District of Columbia Freight Council and Local Union numbers 355, 453, 639 and 992 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 Supplemental Agreement is supplemental to and becomes 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. UNION SHOP AND DUES *NO CHANGE*

### ARTICLE 42. ABSENCE *NO CHANGE*

### ARTICLE 43. GRIEVANCE MACHINERY COMMITTEES *NO CHANGE*

### ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY *NO CHANGE*

### ARTICLE 45. DISCHARGE OR SUSPENSION *NO CHANGE*

### ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES *NO CHANGE*

**ARTICLE 47. PAY PERIOD**  
**NO CHANGE**

**ARTICLE 48. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, grandchildren, step-children and step-parents), a regular employee shall be entitled to a maximum of four (4) days off with pay to attend the funeral, provided however, that the day or days off must fall between the day of the death and the day of the funeral and within the employee's regularly scheduled work week. Two (2) days guaranteed regardless of day of death or day of funeral. **In addition, the regular employee shall be entitled to Funeral benefits for one (1) father-in-law and one (1) mother-in-law for the life of their employment.**

**ARTICLE 49. HEALTH AND WELFARE**  
**\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\***

**ARTICLE 50. PENSION FUNDS**  
**\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\***

**ARTICLE 51. PROTECTIVE APPAREL**  
**NO CHANGE**

**ARTICLE 52. EMPLOYER ASSOCIATION**  
**NO CHANGE**

**ARTICLE 53. SENIORITY**  
**NO CHANGE, EXCEPT FOR THE FOLLOWING:**

**Section 1. Principle**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Section 6. Transfers**

(c) Drivers covered by the Maryland-District of Columbia City Pickup and Delivery and Over-the-Road Supplemental Agreement shall have an opportunity to transfer from city to road or road to city, whichever is applicable by signifying their desire to be considered on an appropriate transfer bid list posted for a fourteen (14) day period, beginning ~~June 1, 2003~~ **April 1, 2019** and annually thereafter, in accordance with his terminal seniority, to fill any over-the-road or city driver vacancy, whichever is applicable, at the terminal in which they are domiciled, provided they are qualified. Such transfer bid list shall be valid through ~~June~~ **April** 15 of the following year. Drivers considered for the over-the-road or city driver vacancies must comply in all respects to the Employers' normal standards and qualifications. Drivers not availing themselves of such opportunity shall be precluded from the period of the bid for claims to the work in the over-the-road classification, or city driver classification, whichever is applicable.

**ARTICLE 54. LOCAL CARTAGE PROVISIONS**

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

**Section 1. Starting Times**

(a) Except as otherwise provided for, the Employer shall establish a regular starting time for eighty percent (80%) of all regular employees working under the provisions of this Agreement, in accordance with such employee's seniority in each job classification.

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The Employer will offer hold down bids to qualified call board employees within that classification for vacations which are one week or longer in duration, except during the months of January, June, July, August and December. Such hold down bids will be awarded in seniority order with no bumping after the award of such bid.

The Employer shall bid at least ~~thirty percent (30%)~~ **forty percent (40%)** of runs to designated delivery areas within the forty (40) mile city radius. Such bids shall be to areas which are run with regularity. The Employer and the Local Union will mutually agree to the operational details of such bids. The dispatch of these bid drivers on such runs shall be subject to freight availability at the time of the initial dispatch and/or the necessity to maintain efficient operations. Drivers working such bids may be used in other areas or runs, and other drivers may be used in the designated area as necessary to maintain efficient operations.

### Section 6. Vacations

**\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\***

(a) All regular employees affected by this Agreement, who have been in the service of the Employer for a period of one (1) year from the date of their employment shall receive one (1) full workweek's vacation with pay. After an employee has been in the service of the Employer for a period of two (2) years from the date of his employment, he shall receive two (2) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of eight (8) years from the date of his employment, he shall receive three (3) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of fifteen (15) years from the date of his employment, he shall receive four (4) full workweeks' vacation with pay.

After an employee has been in the service of the Employer for a period of twenty (20) years from the date of his employment, he shall receive five (5) full workweeks' vacation with pay. Effective for vacations to be taken in the year beginning January 1, 2004, after an employee has been in the service of the employer for a period of thirty (30) years from the date of his employment, he shall receive six (6) full workweeks' vacation with pay. A week's vacation shall be based upon forty-five (45) straight time hours.

Casual employees shall not earn vacation.

(b) In local cartage operations only, whenever a holiday occurs during an employee's vacation period, the employee will receive an additional day's pay at his straight time rate.

In breakbulk operations the Employer will determine whether the employee shall have off the last working day before vacation or the first working day after the vacation period.

(c) To be entitled to a vacation, an employee must have worked for the Employer at least 140 days or 1250 hours in the twelve (12) month period preceding the date on which he becomes eligible for a vacation. Paid holidays, vacation days, and used sick leave days shall be counted as days worked. Whenever an employee suffers an injury during the course of his employment, as a result of which he receives Workmen's Compensation benefits, the time lost from work by such an employee as a result of such injury shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, applicable only for the qualifying year in which such injury occurs or in the year in which it recurs.

Employees who have earned two (2) weeks of vacation shall be permitted to take one (1) week on a day at a time basis. Employees who have earned four (4) or more weeks of vacation shall be permitted to take two (2) weeks of vacation

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on a day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.

Employees who have earned at least two (2) weeks of vacation may choose to receive pay for such weeks in lieu of vacation time off. The employee’s selection of the method of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.

(d) The employee must take his vacation within twelve (12) months after the date on which he becomes eligible for such vacation. ~~provided two vacations may not be taken consecutively.~~

Time lost due to an on-the-job injury shall not count toward the twelve (12) month period. All employees shall be given vacation pay previous to the date of beginning a vacation if so requested by the employees, with at least a week’s notice. Whenever a regular employee with five (5) or more years seniority is off for 45 or more continuous working days due to sickness or off-the-job injury, the first 45 working days shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, provided that the employee is under continuous doctor’s care.

**Section 11. Wages and Job Classifications**  
**\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\***

Except as provided in Article 53, Section 1(b), the following hourly rates shall apply for employees working under the Local Cartage Provision of this Agreement during the life of this Agreement:

(a) Combination Employees, City Drivers, Dockmen, Jockeys:

Per Hour  
Effective

(b) Casual Employees – Hourly Paid – All Locals

All hourly paid casual employees will receive the following wage rates on the dates shown:

Per Hour  
Casuals                  Dock Only          Combination  
Effective

(c) Work in Other Classifications

No employee shall suffer a reduction in wages as a result of the execution of this Agreement, and if such employee is receiving a greater amount, he shall receive the same increases as other employees.

(d) Job Classifications

1. Local Cartage terminals shall be combination terminals.

A “red-circled” employee is one who was historically unable to qualify to drive or did not qualify to drive and was thus unable to become a combination employee. Such employees shall continue to be offered dock work opportunity for the length of their employment. It is specifically understood that the particular employee is red-circled, not the classification or position.

2. A combination employee shall be capable of performing all duties covered by this Agreement, including driving, dock work and other activity relating to the pickup, delivery and assembling of freight.

3. Employees shall not be required to change tires, fix lights or do any mechanical work unless mutually agreed. Any driver requested by

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his Employer to call in during his work day shall be reimbursed at the end of the work day.

4. A combination employee shall not bump a red-circled employee out of a starting time. For the purpose of bidding starting times, until such time as all dock classifications have been eliminated, the Employer shall label dock starting times as such and red-circled dock employees shall have first opportunity to bid for such starting times. It is specifically understood that if a combination employee bids a designated dock starting time, he may be required to perform all duties within his classification.

It is also specifically understood that if a red-circled dock employee fails to bid a designated dock starting time, he shall be offered work opportunity in his classification only after all regular employees have been offered work opportunity.

5. In the event of enactment of governmental regulations requiring the certification of fueling personnel, the employer shall meet and confer with the Local Union on the effects of such regulations.

### **ARTICLE 55. OVER-THE-ROAD PROVISIONS**

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

#### **Section 6. Mileage Rates and Over-the-Road Operations**

***\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\****

#### **Section 7. Layovers**

(a) When an employee is required to lay over away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If he is held beyond the fourteenth (14th) hour, he shall receive layover pay for each hour or fraction thereof held 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, except pay for each hour or fraction thereof, shall apply to each succeeding eighteen (18) hours and layover pay shall commence after the tenth (10th) hour.

When on compensable layover on Sundays and holidays there shall be a meal allowance of ~~eighteen~~ **eighteen** dollars (**\$810.00**); five (5) hours thereafter, another meal allowance of ~~eighteen~~ **eighteen** dollars (**\$810.00**), and five (5) hours later a third meal allowance of ~~ninetwelve~~ **ninetwelve** dollars ~~and fifty cents~~ (**\$12.009.50**). No more than three meals will be allowed during any twenty-four (24) hour period. Also, employees shall receive ~~eighteen~~ **eighteen**-dollars (**\$108.00**) meal allowance each time they are held beyond the seventeenth (17th) hour of the first layover period and after the tenth (10th) hour on subsequent layovers after the first.

(b) Road drivers shall be dispatched to their home domicile after their third (3rd) layover. It shall be the driver's responsibility to notify dispatch that he is on the third (3rd) layover.

(c) 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 Contract.

#### **Section 12. Vacations**

***NO CHANGE, EXCEPT THE FOLLOWING:***  
***\*\*SEE NATIONAL ECONOMIC SETTLEMENT\*\****

**ARTICLE 56. CASUALS**

*NO CHANGE*

**ARTICLE 57. TERM OF AGREEMENT**

*NO CHANGE*

**MARYLAND-DISTRICT OF COLUMBIA  
“UNIFORM RULES AND  
REGULATIONS”**

*NO CHANGE*

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, ~~2008~~**19**, to be effective as of April 1, ~~2008~~**19**, except as to those areas where it has been otherwise agreed between the parties:

**NEGOTIATING COMMITTEE**

For the Local Unions:

**TEAMSTERS NATIONAL FREIGHT  
INDUSTRY**

**NEGOTIATING COMMITTEE**

James P. Hoffa, Chairman

**Ernie Soehl, Co-Chairman**

**MARYLAND-DISTRICT OF COLUMBIA  
NEGOTIATING COMMITTEE**

~~Lawrence A. Wolfe, Jr.,~~**John Gibson**, Chairman

~~William C. Alexander, Co-Chairman~~

For the Employers:

**TRANSPORT EMPLOYERS ASSOCIATION**

**Gary Quinn**

**Robert Schaeffer**