New Jersey-New York General Trucking and Local 701 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**. Language from the prior Agreement that is being deleted is struck through.

NEW JERSEY – NEW YORK AREA LOCAL 701 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, 20132024 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

PREAMBLE

The ______(Compan y) 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, 20082019, 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

Section 1. New Employees - NO CHANGE

Section 2. Checkoff - NO CHANGE

Section 3. Blacklist - NO CHANGE

Section 4. Hiring Additional Men

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.

Section 5. Supervisory Personnel - NO CHANGE

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

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 eertified mailelectronic 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 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.

Section 2. Causes for Discharge - NO CHANGE

Section 3. Appeal from Discharge or Suspension - *NO CHANGE*

Section 4. Separation of Employment - NO CHANGE

ARTICLE 48 – BONDS

NO CHANGE

ARTICLE 49 – PAY PERIOD

NO CHANGE

ARTICLE 50 – JOB DUTIES AND CLASSIFICATIONS

Section 1. - NO CHANGE

Section 2. - NO CHANGE

Section 3. - NO CHANGE

ARTICLE 51 – WAGES

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. 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

Rigging Work - NO CHANGE

Section 2. - NO CHANGE

Section 3. - NO CHANGE

Section 4. Bereavement Leave - NO CHANGE

ARTICLE 52 - WORKDAY AND WORKWEEK

Section 1. Regular Workday and Workweek - NO CHANGE

Section 2. Overtime and Sunday and Holiday Pay - *NO CHANGE*

Section 3. Starting Time - NO CHANGE

Section 4. - NO CHANGE

Section 5. Relief from Duties - NO CHANGE

Section 6 – Emergency Conditions: - NO CHANGE

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

Section 1. Qualifying Period - NO CHANGE

Section 2. Time Credited - NO CHANGE

Section 3. - NO CHANGE

Section 4. Vacation Pay - NO CHANGE

Section 5. Vacation Period - NO CHANGE

Section 6. Posting of Schedule - NO CHANGE

ARTICLE 57 – HOLIDAYS

NO CHANGE

ARTICLE 58 – HEALTH, WELFARE & PENSION

Section 1.

(a) The Health, Welfare and Pension contributions shall be increased as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

(b) The Employer hereby agrees to contribute to the appropriate health, welfare and pension funds for those Local Unions in the Jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73, the following amount per hour in accordance with the provisions outlined in Schedule "B" attached to this Agreement and by reference made a part thereto:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

In the jurisdiction of Local Unions 478 and 701, the Employer hereby agrees to increase the contributions to the appropriate Local Union health, welfare and pension funds in the following amount per hour in accordance with the provisions outlined in Schedule "B" and by reference made a part thereto:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

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 Region 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

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delinquent, while the matter is being considered, but if the Region 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 Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 2. - NO CHANGE

Section 3. - NO CHANGE

Section 4. - NO CHANGE

Section 5. - NO CHANGE

Section 6. - NO CHANGE

Section 7. - NO CHANGE

Section 8. - NO CHANGE

Section 9. - NO CHANGE

Section 10. - NO CHANGE

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 VIOLATONS, 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

Section 1. Operations Covered - NO CHANGE

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 (100)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.

ARTICLE 70 – LOCAL UNION 701 AGREEMENT

NO CHANGE

NEW JERSEY NEW YORK LOCAL 701 OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

COVERING EMPLOYERS OF PRIVATE, COMMON AND CONTRACT CARRIERS

FOR THE PERIOD: APRIL 1, 2008 2019 TO MARCH 31, 2013 2024

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, 20082019 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

ARTICLE 72 – SENIORITY

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.

Section 2. Hiring additional Men

NO CHANGE; except for the following:

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 through March 31, 2009.

The rate of pay per mile or Local Union 701 drivers shall be as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

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 al 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 - NO CHANGE

Entry Rates (New Hires)

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

SCHEDULE B TWO-MAN OPERATION

It is understood that the 2008-2013, National Master Freight Agreement 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 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

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

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

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, 20082019, the Employer will contribute a total of \$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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of ____, 20082019, to be effective as of April 1, 20082019, except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEES: NEW JERSEY-NEW YORK LOCAL 701 UNION NEGOTIATING COMMITTEE

Ernie Soehl, Local 701, Chairman Ronald Lake, Local 701, Co-Chairman

NEW JERSEY-NEW YORK LOCAL 701 EMPLOYER NEGOTIATING COMMITTEE

Nick Picarello, YRC Freight, Chairman Lamar Beinhower, YRC Freight, Co-Chairman Daniel Schmidt, New Penn

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

James P. Hoffa, Chairman Tyson Johnson Ernie Soehl, Co-Chairman

TMI Division,
Motor Freight Carriers Assoc., Inc. YRC
Worldwide, Inc.
Mitch Lilly, Chairman