

New York State Teamsters Freight Division Over-the-Road and Local Cartage 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~~.

Concerning Drivers Employed by Private,
Common and Contract Carriers

in the jurisdiction of the following: Local Union Nos. 118, ~~118A~~, ~~182~~, ~~264~~, ~~264A~~, ~~294~~, ~~317~~, ~~375~~, ~~449~~, ~~529~~, **and** ~~687~~ ~~and~~ ~~693~~

The _____, hereinafter referred to as the (Company) (Terminal Employer, the New York State Teamsters Freight Division, and Local 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 Over-The-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2008~~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 THE AGREEMENT

NO CHANGE

ARTICLE 41. ABSENCE

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Over-the-Road and Local Cartage Operations

Seniority (rights of employees) shall prevail. Seniority shall be broken only by discharge, voluntary quit, **unauthorized leave of absence, unavailable or failure to report for work for five (5) consecutive work days**, or more than a five (5) year layoff. Any employee on letter of layoff who works a total of ten (10) cumulative days within any twelve (12) month period from his date of layoff shall be granted an additional five (5) year layoff from the date he worked such tenth (10th) day. In the event of a layoff, an employee so laid off shall be given ten (10) days' of recall mailed to his last known address by telegram, registered, or certified mail. The employee must respond to such notice within three (3) days after receipt thereof, by telegram, registered, or certified mail, and actually report to work seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. If requested by the Local Union, in writing, within sixty (60) days after the effective date of this Agreement, a maximum of one steward for

each classification shall have super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as a steward and permitted by applicable law provided that the practice is uniformly applied to all freight terminals in that Local Union.

Section 5. Casual Employees (Over-the-Road and Local Cartage)

Casual employees may be utilized to cover jobs caused by vacation, sickness, absenteeism, leaves of absence or to supplement the regular work force. Retired employees may return as causal employees, they shall retain their current rate of pay and receive all general wage increases while working as a casual.

Should a casual employee who has attained preferred status refuse an offer of regular employment, he shall forfeit his preferred status and the Company shall have no further obligation to said employee. When this occurs the Employer shall send notification to the Local Union and employee involved confirming his refusal of full-time employment and on that basis he will no longer be used as a casual. If an Employer utilizes a casual, who has refused full-time employment one (1) day within a six (6) month period following such refusal, a casual with the most days worked will be placed into preferential status, subject to the qualification period. In addition, a casual who has obtained preferred status and has worked one hundred twenty (120) days from the date he/she obtained preferred status and has not achieved seniority, shall be entitled to fixed holiday pay. To qualify the casual must be available the last work opportunity prior to the holiday and the first work opportunity following the holiday. In addition, he/she must work four (4) days within the thirty (30) day period prior to the holiday. This paragraph shall not apply to retiree casual employees.

ARTICLE 43. MAINTENANCE OF STANDARDS

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY
NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND
NO CHANGE

ARTICLE 46. DISCHARGE OR SUSPENSION

NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. Warning Notice

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. These warning notices may not be presented in future disciplinary action. Letters of suspension or discharges reduced to suspensions, may be introduced in disciplinary action, provided said letter does not exceed a ~~one (1) year~~ nine (9) month period from date of issue. Discharge or suspension must be by proper notice to the employee and the Union affected (electronic transmission to the Union is acceptable). Any employee discharged or suspended away from his home terminal shall be provided with the fastest available transportation to his home terminal at the Employer's expense. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work, unless otherwise mutually agreed to between the Union and the Employer or by decision of the appropriate grievance committee.

Section 3. Appeals

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All appeals from discharge or suspension must be taken within ten (10) calendar days by the employee with the Local Union and the Employer, by written notice, and the Union must file a grievance in writing appealing such discharge or suspension with the Employer within twenty (20) calendar days from the date of discharge or suspension.

The case shall then be taken up as provided for in Article 45, Section 1 of this Agreement. There shall be an immediate notification in writing by the Employer to the Union and the employee involved for all infractions of the Company rules by the employee. Unless such written notice or notice of investigation is given to the Union and the employee involved within ten (10) days of said infraction or knowledge thereof, the same shall be considered condoned, but receipt by the Union and the employee of such written notice shall not be construed to mean that a violation has been committed. In the event the Employer issues a notice of investigation, any disciplinary action taken must be effected no later than ~~ten (10)~~ **thirty (30)** days following such issuance of the notice of investigation unless extended by mutual agreement between the Employer and Local Union. In addition to the above, Stewards shall not be discharged without first notifying the Union business agent. If the agent cannot be located within forty-eight (48) hours, notice to the Union is official. This shall not apply to items listed in Article 46 or in cases of unauthorized strikes.

ARTICLE 47. EXAMINATIONS, ABSENCE AND

NO CHANGE

ARTICLE 48. PAY PERIOD

NO CHANGE

ARTICLE 49. VACATIONS

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Over-the-Road and Local Cartage Operations

New employees who have worked one hundred thirty (130) days or more from their first day of seniority to their first anniversary shall be entitled to one (1) week's vacation. Thereafter, regardless of the number of years of service, an employee must work one (1) day in each calendar year in addition to working one hundred thirty (130) days in the previous calendar year in order to qualify for a full vacation each calendar year. All vacations earned by an employee shall be paid for by the Employer, except an employee who is discharged shall not be paid vacation for the current year. Payment of New Year's holiday shall constitute a day's work for purposes of qualifying for vacation.

Any employee who has one hundred eighty (180) or more paid for days (tours of duty) in the previous calendar year will not be required to work the one (1) day (tour of duty) as referred to herein.

If an employee works less than one hundred thirty (130) days in the previous calendar year he shall receive a pro rata vacation based on one-twelfth (1/12th) of the vacation to which he is entitled for each twenty-two (22) days worked in the previous calendar year. Any laid off employee receiving vacation in a calendar year because of receiving New Year's Day and does not work anymore in that year is not qualified for any other holidays or vacation payment the following year.

All time paid for plus any absence up to thirty (30) days due to illness, or up to sixty (60) days due to an occupational injury, with a maximum of sixty (60) days for both, shall be credited towards computing the qualifying time required.

An employee who has qualified with one hundred thirty (130) days and is injured and on compensation, or sick, on January 1, of the following calendar year shall receive full vacation during that calendar year even though

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he has not worked the one (1) day referred to above. This provision does not apply if such illness or injury continues in the second calendar year. The credit days specified above for illness or accident shall not apply for the second calendar year.

Vacation schedules shall be posted by the Employer during the months of January 1 through March 31. Employees who sign the schedules during the posting period cannot be bumped after the Employer approves the bid. Any Employee who does not select his/her vacation when the vacation schedules are posted for bid, will be allowed to ask for vacation as they need it. However, the Employer is not required to exceed the minimum fifteen percent (15%) weekly vacation, ~~April~~ **January** 1 to ~~October~~ **December** 1 each year. If any Employee does not schedule his/her vacation by August 31, vacation time shall be assigned at the discretion of the Employer.

Section 5.

Local Cartage employees may split one (1) week of vacation into individual days, with each day paid at 1/5th of the weekly allotment per Article 49, Section 4.

When an over the road employee requests a single day of vacation it shall be paid 1/5th of weekly amount determined by averaging any earnings, excluding expense allowances for a six (6) month period immediately preceding the time off requested (as stated in Article 49, Section 3). This amount shall apply to the remainder of the unused vacation days for that week of vacation, regardless of when they are used in the future. (Example: a single day is requested on May 1st and is paid out as written for that day, if the remaining four days are requested later in the year, they will be paid at the same rate as the May 1st day).

Lay-over drivers will be required to use two (2) vacation days.

Employees with ~~three (3)~~ **two (2)** weeks or more vacation may take one (1) week of vacation daily. Full weeks of vacation shall take precedence when scheduling. For road drivers who are on A-B bids, drivers must use two (2) vacation days and on the last one day must use one of his/her rovers. ~~When driver exercises this option of one day at a time, he/she shall be paid his/her week's vacation for the first one or two days respective. The remaining three or four vacation days shall be only time off.~~ When road driver uses a rover for the last two days under this Section, that rover will be paid for day used. Employees electing this option shall be required to schedule each day in advance. The Employer may not unreasonably deny the request.

ARTICLE 50. HEALTH AND HOSPITAL

*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 51. PENSION AND RETIREMENT FUND

*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 52. DEATH IN FAMILY NO CHANGE

ARTICLE 53. PROTECTIVE APPAREL NO CHANGE

ARTICLE 54. WINTER SAFETY EQUIPMENT NO CHANGE

ARTICLE 55. CHECK-OFF NO CHANGE

ARTICLE 56. EMPLOYMENT OPPORTUNITIES AND COMPETITIVE EQUITY

NO CHANGE

ARTICLE 57. CANADIAN BORDER

NO CHANGE

ARTICLE 58. EMPLOYER ASSOCIATION
NO CHANGE

ARTICLE 59. TERM OF SUPPLEMENTAL AGREEMENT

NO CHANGE

ARTICLE 60. LODGING (Over-the-Road Operations)

NO CHANGE

ARTICLE 61. PAID FOR TIME (Over-the-Road Operations)

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. General

A road driver's working time shall start when the employee reports for duty and ends when he is relieved of duty at his destination or home terminal. Should the Employer take the initiative in relieving him at any point other than his destination or home terminal the employers shall ensure that the driver's earnings will not be less than the earnings he would have received had he completed his original dispatch except on accidents and/or breakdowns (except as provided in Section 5 of this Article).

A driver who starts a trip and has an accident, for which he is not at fault, shall be paid all miles driven and time spent at the scene until he is relieved of duty, or through to destination, whichever is greater, with a minimum of eight (8) hours for the tour of duty.

Extra board road drivers guaranteed thirty-six (36) or forty-eight (48) hours off duty after completing six (6) tours, fifty-eight (58) hours if held in bed to seven (7) tours, seventy-two (72)

hours or forty-eight (48) hours for twelve (12) tours. Nine (9) hour compensation layover shall count as one (1) tour.

Upon completion of a minimum of six (6) tours of duty, an extra board driver shall be entitled to forty-eight (48) hours off duty, which shall be exclusive of the D.O.T. mandatory rest period.

A driver who starts a trip, has an accident for which he is at fault, and is relieved of duty shall be paid only for those miles he has driven and work performed, plus the time at the scene until relieved of duty.

Any road driver called for a run will report as soon as possible, but in no event will he take more than two (2) hours, except at foreign terminals when he shall be allowed one (1) hour to report, but not to exceed two (2) hours when the distance between room and terminal necessitates more than one (1) hour.

No driver may be dispatched more than fifteen (15) minutes prior to his bid or assigned dispatch time.

Any driver called to report to work and given a specific reporting time, and does report at that time, shall be dispatched or paid for any time until he is dispatched.

A driver called and given a time to report, who reports prior to scheduled time, unless dispatched, shall not be paid until the time he was told to report.

A driver who is told to report as soon as possible shall be paid from the time he arrives at the terminal.

All drivers are expected to report to the terminal within the normal time required at each location.

A driver on compensable holdover must come to the terminal as soon as possible.

If the Employer requires a road driver to fuel or perform duties other than the normal pre-trip, visual and audible inspections, preparation of

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logs, vehicle condition reports and accident reports, he shall be paid for such time required.

If a road driver is required to make an en-route stop to call the Company based on instructions to do so, he/she shall be paid 1/4 hour at the regular hourly rate of pay.

When a driver is removed from duty at the scene of a breakdown, he will be paid all moneys earned or an eight (8) hour minimum, whichever is greater. ~~After the first nine (9) hours in bed the driver shall receive an eight (8) hour minimum, plus all waiting time in excess of the nine (9) hours in bed.~~ **After the driver has completed his/her mandatory DOT rest period, he/she shall receive an eight (8) hour minimum, plus all waiting time in excess of the mandatory DOT required rest period in bed.**

Lunch and safety breaks: All running times shall include the following for lunch and rest: 9.5 hours to 10 hours driving time (2 hours); 8 hours to 9.4 hours driving time (1.5 hour); 6 hours to 7.9 hour driving time (1 hour); 4 hours to 5.9 hours drive time (1/2 hour).

When a driver is removed from duty due to a breakdown causing lack of available log hours at other than breakdown scene he shall be paid all moneys earned or an eight (8) hour minimum, whichever is greater. Following his period of layover the driver will be guaranteed an eight (8) hour minimum.

A road driver is to be paid for his Drop and Hook and any additional miles driven when it is necessary to do so in order to accomplish his mail.

**ARTICLE 62. PICKUP AND DELIVERY
(OVER-THE-ROAD OPERATIONS)
NO CHANGE**

**ARTICLE 63. MILEAGE AND HOURLY
RATES**

**(Over-the-Road Provision)
**SEE NATIONAL ECONOMIC
SUMMARY****

**ARTICLE 64. HOLIDAYS (Over-the-Road
Operations)
NO CHANGE**

**ARTICLE 65. SYSTEM OPERATION
(Over-the-Road Operations)
NO CHANGE**

**ARTICLE 66. WORK ASSIGNMENTS
(Local Cartage Operations)
NO CHANGE**

**ARTICLE 67. LUNCH PERIOD (Local
Cartage Operations)
NO CHANGE**

**ARTICLE 68. PAID FOR TIME (Local
Cartage Operations)
NO CHANGE, EXCEPT THE FOLLOWING:**

Section 1. General

All drivers shall be paid from the time they are told to report and do report for work until they return to their home terminal and punch out, except when a driver is required to put up for the night outside his home terminal. In such case, he shall be given ~~three~~**five** dollars (\$~~3~~**5**.00) for expenses, plus meals and room, and his time shall cease from the time he puts up, except in no case shall he be paid for less than his regular guaranteed hours per day, and shall begin again at his regular time the next day. This provision shall continue to apply should he be held out more than one (1) day, with the exception of Sunday when he shall check out on Saturday night and shall be paid traveling time and

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carfare to his home terminal. If he is ordered to remain with his vehicle over Sunday, the Sunday rate of pay shall apply.

ARTICLE 69. HOLIDAYS (Local Cartage Operations)

NO CHANGE

ARTICLE 70. LEASED EQUIPMENT (Local Cartage Operations)

NO CHANGE

ARTICLE 71. WAGES (Local Cartage Operations)

****SEE NATIONAL ECONOMIC SUMMARY****

ARTICLE 72. WORKDAY AND WORKWEEK (LOCAL CARTAGE OPERATIONS)

ADD THE FOLLOWING LANGUAGE:

It is understood that the ten (10) hour provisions in Article 72 of the New York Supplement Agreement applies to one (1) employee in each classification per shift. For the purposes of this section, a shift is defined as a day shift, afternoon shift and night shift.

In the event the Employer fails to comply with the employee's properly noticed request to be relieved in ten (10) hours, such employee shall be compensated at three time his/her regular hourly rate for all hours worked in excess of then (10) hours.

ARTICLE 73. BREAK BULK TERMINALS

(Local Cartage Operations)

NO CHANGE, EXCEPT THE FOLLOWING:

Section 6.

Bid yard employees shall be used only for yard, switching and compound work unless otherwise mutually agreed to. Extra city work shall be offered in the following order:

- (1) Laid off city drivers.
- (2) Preferential casuals in the City.
- (3) Qualified dock employees prior to their shift or at their shift starting time on that day. It is understood that once a dock employee is placed in the city he must remain there for that day.

Permanent city positions will be offered to qualified dock/yard employees. Those transferring to the city shall go to the bottom of the city driver seniority list and will exercise seniority as of the date they report to the city. They will maintain their company seniority for fringe benefits only. But under no circumstances can a dock man be placed ahead of a city casual who holds preferred status on the city seniority list. Employers shall provide driver training to interested employees on their own time. The ~~employer~~Company will shall provide driver training to any employee interested in securing their NYS CDL A, including the use of Company equipment. ~~employees must provide the trainer.~~ Training will be done on the employee's own time.

Section 9.

Dock/yard employees shall receive two (2) fifteen (15) minute breaks and one (1) half-hour non-pay lunch period in an eight (8) hour shift, which includes wash-up time. Employees must report back and be ready for work at the termination of the break period and/or lunch period and shall clock in their own time card per the contract prior to continuing their work shifts. No employee shall go to lunch before they

have worked four (4) hours or after they have worked six (6) hours.

The Employer may establish straight eight (8) hour shifts provided fifty-one percent (51%) of the affected employees vote in favor of implementation.

Section 11.

Dock/Yard employees shall be notified a minimum of one (1) hour before the end of their shift of any forced overtime.

APPENDIX A (Local Unions Nos. 118A, ~~182, 264, 264A, 317, 375, 529, and 687 and 693~~)

****SEE NATIONAL ECONOMIC SUMMARY****

~~APPENDIX B (Local Union No. 118)~~

~~Rochester day workers shall receive four cents (4¢) an hour less than rates indicated in Appendix A.~~

STARTING TIME

~~It is agreed by both parties that the starting time for drivers shall be between 7:00 a.m. and 8:30 a.m.~~

~~All time worked before 7:00 a.m. and after 6:00 p.m. by employees whose scheduled starting time is between 7:00 a.m. and 8:30 a.m. shall be paid for at the rate of time and one half (1 1/2).~~

~~All checkers, drivers, yardmen, receivers, supervising dock men, power lift operators, dock men and helpers will receive four cents (.04) less per hour for the purposes of having a starting time between 7:00 a.m. and 8:30 a.m.~~

APPENDIX C (Local No. 294)

****SEE NATIONAL ECONOMIC SUMMARY****

APPENDIX D

****SEE NATIONAL ECONOMIC SUMMARY****

APPENDIX E

On operations in the jurisdiction of Local Unions, 118A, 264A, 317 and 529 ~~and 693~~, the 50 miles shall be extended to 100 miles, to the south only, and in the jurisdiction of Local 687 it shall be extended in the same manner, to the north only.

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

NEGOTIATING COMMITTEES

For the Local Unions:

**TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE
NEW YORK STATE TEAMSTERS FREIGHT
DIVISION
NEGOTIATING COMMITTEE**

~~Kenneth E. Nelligan, Chairman~~Christopher Toole,
Chairman

For the Employers:

**Mark Gladfelter, Chairman
Lamar Beinhower, Co-Chairman**