

**Central Region
Over-the-Road
Motor Freight
Supplemental
Agreement**

Covering
DRIVERS EMPLOYED BY
PRIVATE, COMMON, AND
CONTRACT CARRIERS

For the Period of
April 1, ~~2003~~ **2008** through Mach 31, ~~2008~~ **2013**

In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, West Virginia, Denver, Colorado and operations into and to and out of all contiguous territory.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered - *No Change*

Section 2. Employees Covered - *No Change*

Driver Student- *No Change*

Hired or Leased Equipment - *No Change*

Section 3. City or Local Work – *No Change*

Section 4. Addenda - *No Change*

ARTICLE 41. PROBATIONARY EMPLOYEES - *No Change*

ARTICLE 42. ABSENCE - *No Change*

ARTICLE 43.

Section 1. Seniority – *No Change*

Section 2. - *No Change*

Section 3. Extra Equipment- *No Change*

Section 4. Retirement - *No Change*

Section 5. Dispatch Limitations - *No Change*

Section 6. - *No Change*

Section 7. Foreign Power Courtesy - *No Change*

Section 8. Disputes - *No Change*

Section 9. Triples

All drivers who are CDL qualified and eligible to be certified for triples or **LCV's (longer combination vehicles)** operation must apply for certification as soon as reasonable and possible.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES - *No Change*

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

ARTICLE 46. DISCHARGE OR SUSPENSION

Subject to the provisions of Article 8 of the Master Freight Agreement, the Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Local Union and job steward affected, except that, no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven dishonesty or intoxication, which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of intoxication. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty per se, and will require at least one (1) warning notice prior to discharge or suspension. Prior warning notice is not required if the cause of discharge is: drug intoxication as provided in Article 35, Section 3, of the Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; that an employee has intentionally abandoned his equipment; proven sexual harassment; recklessness resulting in serious accident while on duty, carrying of unauthorized passengers; failure to report any accident which the employee is aware of; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carriers Safety Regulations issued by the Department of Transportation; or unprovoked physical assault on a company supervisor while on duty or on company property. Warning letters must be postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of

investigation was issued within such ten (10) day period. Letters of investigation for accidents shall be valid for forty (40) calendar days from the date of the accident.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. The nine (9) month time period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedure outlined herein.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The Committees established by the Supplemental Agreement and the Master

Agreement shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 45, Section 1, of this Agreement.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Uniform rules and regulations with respect to disciplinary action may be drafted for each state, but must be approved by the Joint State Committee for such state and by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid no later than fifteen (15) days from the date of the decision or settlement.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Examinations - *No Change*

Section 2. Identification Fees

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

Section 3. - No Change

ARTICLE 48. MEAL PERIOD

Drivers shall, except by mutual agreement, take at least one (1) continuous hour for meals but not less than thirty (30) minutes nor more than one (1) hour in each ten (10) hour period. No driver shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. A driver shall not, however, take any time off for meals before he has been on duty four (4) hours nor after he has been on duty (6) hours. A meal period shall not be compulsory at terminals where a driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place,

Further, a driver shall not be compelled to take a meal period at a via point(s); however, when a driver is on a tour of duty that terminates at the point of origin (turnaround run), such driver may be placed off duty for a meal period at the point farthest away from home.

If the driver is on a pre-dispatched tour of duty that terminates at point of origin (turnaround), the one (1) hour meal period may be taken at any time during such tour of duty at the farthest point.

In those Local Cartage Supplemental locations where road drivers are permitted to drop and hook their own units, they shall not be compelled to take any meal period.

If the driver is on an open dispatch tour of duty that terminates at point of origin (turnaround), the one (1) hour meal period may be only taken between the fourth (4th) and sixth (6th) hour at the farthest point.

ARTICLE 49. LODGING

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath and upon arrival at such layover point the driver shall be entitled to delay for time spent in excess of one (1) hour waiting for a room which is ready and available for occupancy. Air-conditioned dormitories and/or hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. There shall be no bunk beds or double beds. New

dormitories must be soundproofed. All road drivers lodging shall be maintained on the basis of one (1) driver per room.

All dormitories shall have an adequate smoke detection system that is in compliance with the appropriate regulatory requirements. Motel rooms and bunk rooms shall have adequate heating and cooling systems and, where practical and possible, individual room regulators shall be made available.

~~Upon receiving a written grievance from a Local Union with regard to a dormitory that is alleged to be in violation of the contract; the Local Union and the Employer shall promptly notify their respective state committee chairmen. The two (2) chairmen shall promptly appoint a subcommittee with instructions to promptly inspect said dormitory and report at the next meeting of the Joint State Committee.~~

Upon receiving a written grievance, or request, from a local union with regard to a hotel/motel that is alleged to be in violation of the contract, the Union and Employer state committee chairmen will initiate the following:

A subcommittee of one Union and one Company representative from each Joint State Grievance Committee jurisdiction will be appointed as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form incorporating the standards of Article 49 shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within 14 days of notification unless otherwise extended by mutual agreement of the subcommittee members

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)** for each rest period; except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of **fifty dollars (\$50.00)**, he shall receive reimbursement of the actual cost of the room.

The Employer shall furnish transportation to and from the nearest public transportation, when there is no unreasonable delay, at an away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where the driver is allowed to use the tractor for transportation.

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

ARTICLE 50. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days' pay shall be held on an employee. The Union and the Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be

provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee. Over-the-road employees shall receive their regular paychecks prior to their last dispatch or tour of duty, prior to payday, if available; with the understanding they shall not cash same until the date on the paycheck.

Where not prohibited by state law, Electronic funds transfer will be mandatory for employees hired after April 1, 2008.

The Central Region Joint Area Committee, upon application by the Employer, may waive the provision of this Article upon a satisfactory showing of necessity by the Employer.

ARTICLE 51. PAID-FOR TIME

Section 1. General - *No Change*

Section 2. Call-in Time - *No Change*

Section 3. Layovers

When a driver is required to lay over at the first (1st) destination 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 two (2) hours' pay, in any event, for layover time. If he is held over more than two (2) hours, he shall receive layover pay for each hour held over 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 shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

When a driver is called for dispatch at an away-from-home terminal, and the dispatch for which the driver was pre-called is not available as projected, such driver shall receive actual delay time in addition to the penalty provided herein when held beyond the fourteenth (14th) hour.

The same provision as described above shall apply at the employee's second (2nd) destination away from home. At the third (3rd) and subsequent destinations away from home, if the driver is held over after the twelfth (12th) hour, he shall receive layover pay for each hour held over up to eight (8) hours in the first (1st) twenty (20) 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 (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

Employees shall receive a ~~twelve dollar (\$12.00)~~ **fourteen dollar (\$14.00)** meal allowance each time they are held beyond the seventeenth (17th) hour of the first (1st) layover period and after the tenth (10th) hour on subsequent layovers after the first.

When on compensable layover on Sundays and holidays, there shall be a meal allowance of ~~twelve dollar (\$12.00)~~ **fourteen dollar (\$14.00)**; five (5) hours thereafter, another meal allowance of ~~twelve dollar (\$12.00)~~ **fourteen dollar (\$14.00)** and five (5) hours later a third (3rd) meal allowance of fourteen dollars (\$14.00). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

A driver shall not be compelled to report to work at the home terminal until he has had ten (10) hours' off-duty time. The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal including, upon the driver's request, a minimum of forty-eight (48) hours off from clock in to clock out time after completing six (6) uninterrupted tours of duty, provided there is no unreasonable delay in the movement of freight.

Unless otherwise mutually agreed to, the extra board dispatch procedures must include a provision which allows a driver to request a maximum of eight (8) additional hours off prior to being called for dispatch when sixteen (16) hours have elapsed from the time of arrival at the home terminal.

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 Agreement.

When employees are knowingly dispatched on runs that cannot be made in allowable D.O.T. hours, they shall be paid for all time spent in waiting on D.O.T. hours. Except where the dispatch rules provide differently, on all dispatches from the home terminal when a driver is forced out on a dispatch with insufficient DOT hours of service to allow for such driver to reach the destination of the dispatch and return without having to lay over to pick up hours, the driver shall be paid all time spent waiting to pick up hours. It is understood, however, that drivers who are dispatched from the home terminal with sufficient hours on a projection basis to reach the destination of a dispatch and are subsequently dispatched to another destination beyond the first and are required to layover to pick up hours will be paid under the layover provisions set forth herein

Section 4. – No Change

Section 5. Deadheading - No Change

Section 6. Bobtailing - No Change

ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS – No Change

ARTICLE 53. MINIMUM GUARANTEES – No Change

ARTICLE 54. MILEAGE AND HOURLY RATES - *No Change*

ARTICLE 55. PEDDLE RUNS

Section 1. Definition - *No Change*

Section 2. Rate of Pay - *No Change*

Section 3. Guarantee - *No Change*

Section 4. New Equipment - *No Change*

ARTICLE 56. TWO-MAN OPERATION

Section 1. *Referred to National Article 8 Committee*

Section 2. - *No Change*

Section 3. - *No Change*

Section 4. Sleeper Cab Operation - *No Change*

Section 5. - *No Change*

Section 6. – *REFER TO NATIONAL MASTER ARTICLE 8 FOR CHANGES*

Section 7. - *No Change*

Section 8. - *No Change*

Section 9. - *No Change*

Section 10. - *No Change*

Section 11. - *No Change*

ARTICLE 57. OWNER-OPERATOR – *No Change*

ARTICLE 58. VACATIONS

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, twelve (12) consecutive working days where they have been employed two (2) years or more, and eighteen (18) consecutive working days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, twelve (12) consecutive working days where they have been employed two (2) years or more, and eighteen (18) consecutive working days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more.

Employees shall receive a vacation of thirty (30) consecutive working days where they have been employed twenty (20) years or more; thirty-six (36) days after 30 years or more. ~~effective January 1, 2004~~ provided, however, if mutually agreed between the Employer and the employee, the employee shall either take the fourth (4th) and fifth (5th) and sixth (6th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) and/or sixth (6th) week of vacation.

An employee, upon giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting his vacation. It is understood that during the first (1st) year of employment, the employee must work sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for the full year.

During the second (2nd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period.

If a holiday occurs during an employee's vacation, the employee shall be allowed an extra day off at the end of said vacation.

Section 2.

The full week's pay, except for the fourth (4th) and fifth (5th), and sixth (6) weeks of vacation, shall be computed by dividing the compensation received by the employee during the twelve

(12) month period by the number of days worked in said period and then multiplying the result by six (6). Time lost due to sickness or injury shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

Compensation for the fourth (4th) and fifth (5th), **and sixth (6)** weeks shall be computed on the basis of one fifty-second (1/52) of the employee's earnings for the twelve (12) month period preceding the vacation period.

The workday and not the calendar day shall be the basis for computing the number

Section 3.

Except as provided in Article 58, Section 1, with respect to the fourth (4th) and fifth (5th) **and sixth (6)** weeks of vacation, all vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation; except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%) shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business.

Section 4.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of ~~ten percent (10%)~~ **twelve percent (12%)** of the total number of the active employees shall be permitted to go on vacation in any one (1) calendar day.

The employer must allow a minimum of ~~ten percent (10%)~~ **twelve percent (12%)** of the active employees to be on vacation each day of the year. Each employee may split two weeks of their earned vacation into a maximum of twelve (12) twenty-four (24) hour segments. The employee must give a minimum of forty-eight (48) hours notice to the Company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he/she will be paid for a full weeks' vacation, except however, if the employee makes a written request at the time of scheduling such one day vacation he/she will be paid for such days with his/her check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above mentioned ~~ten percent (10%)~~ **twelve percent (12%)**. There will be a maximum of ~~ten percent (10%)~~ **twelve percent (12%)** of the active employees allowed off on any day including any alternate day selected by an employee.

Section 5. - No Change

Section 6. - No Change

Section 7. - No Change

ARTICLE 59. HOLIDAYS – *No Change*

ARTICLE 60. FUNERAL LEAVE – *No Change*

ARTICLE 61. HEALTH AND WELFARE BENEFITS

“Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 62. PENSIONS

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 63. - *No Change*

ARTICLE 64. PERISHABLE AND/OR EXEMPT COMMODITIES - *No Change*

ARTICLE 65. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS – *No Change*

ARTICLE 66. SICK LEAVE – *No Change*

ARTICLE 67. AIR CONDITIONING – *No Change*

ARTICLE 68. WORKER’S COMENSATION – *No Change*

ARTICLE 69. TERMINATION CLAUSE – *No Change*