

SECTION III

Group Agreements

**APPLICATION FOR APPROVAL OF BENEFIT SUSPENSION FOR
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN**

ITEM NO. 37

SECTION III

FILE 1 of 2

Group Name

Associated General Contractors of Illinois
National Master Freight Agreement
Nuclear Power Construction Labor Agreement
Ohio Valley Construction Employers Council Inc

Local Union

Various Teamster Local Unions
Various Teamster Local Unions
Various Teamster Local Unions
Teamsters Local Union No. 697

ARTICLES OF CONSTRUCTION AGREEMENT

Between

The Associated General Contractors of Illinois

And

The Teamsters Downstate Illinois Construction Industry Negotiating Committee
Affiliated with the
International Brotherhood of Teamsters

Covering
Construction

In

The State of Illinois
as described herein

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MAY 21 2015

CONTRACT
DEPARTMENT

EFFECTIVE: May 1, 2014

EXPIRES: April 30, 2017

PREAMBLE

1. THIS AGREEMENT, made and entered into this 1st day of May 2014 by and between the ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS (hereinafter referred to as "Association") and the Teamsters Downstate Illinois Construction Industry Negotiating Committee (hereinafter referred to as "TDICINC").
2. The membership of TDICINC is composed of the various Local Unions of the International Brotherhood of Teamsters, who have affiliated with it, all of said Locals being listed elsewhere in this Agreement and all of whom represent employees of various members of the Employers who work in job classifications covered by this Agreement.
3. Recognizing that separate collective bargaining by and between each Local Union of TDICINC and each individual contractor-member of the Association would involve only those employees of the one contractor represented by the one Union, the parties likewise recognize that the result thereof would be the creation of numerous separate labor agreements with differing standards of wages, hours and working conditions. This, in turn, would prevent contractors from competing for available work on the basis of like labor costs and would create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances and achieve the stabilization of wage rates and working conditions in the Illinois area covered by this Agreement, the parties desire and intend this to be a multi-employer, multi-union negotiated Agreement established for the classes of employees involved who work in the same area for identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them.

This Agreement is an effort by the parties to implement those improvements which will encourage buyers of construction services to utilize the Employers and Employee Unions signatory to this Agreement.

As a means of accomplishing the objectives and purposes stated in paragraph 3 above, the Association has been authorized to negotiate the terms and provisions of this Agreement for and on behalf of those contractors who have so authorized them, and TDICINC has likewise been authorized to so negotiate for and on behalf of the Local Unions.

It is further agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Teamsters Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several, and not joint.

ARTICLE 1 **Recognition**

1. The Association agrees to recognize TDICINC as the sole and exclusive joint collective bargaining representative for and on behalf of all employees working on such equipment in classifications covered by this Agreement. It is understood, however, that in order to insure orderly procedure in the administration of the terms of this Agreement, the Association and TDICINC shall be fully authorized and empowered to act for and on

the life of this Agreement. Effective May 1, 2014 through April 30, 2015, the contribution rate shall be ten dollars and ten cents (\$10.10) per hour. Effective May 1, 2015 through April 30, 2016, the contribution rate is not to exceed eleven dollars and ten cents (\$11.10) per hour. Effective May 1, 2016 through April 30, 2017, the contribution rate is not to exceed twelve dollars and twenty cents (\$12.20) per hour. Said increases to be deducted from the wage increases the second (2nd) and third (3rd) years of the agreement, as provided in Article 10.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Welfare Fund regardless of whether the equipment rental, is at the minimum rate or more, and regardless of the manner of computation of the owner driver compensation.

Contributions to the Welfare Fund must be made on each regular or extra employee even though such employee may work only part time under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the Local Union or TDICINC, after the proper official of a Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

If an employee is injured on the job, the Employer shall continue to pay the required contributions based on thirty (30) hours per week; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

ARTICLE 12

Pension

The parties agree that on the anniversary dates of this Agreement each Local Union may, at its option and with sixty (60) days written notice to the Association prior to the effective date on May 1 of each year of the agreement change from a weekly to a daily or hourly pension.

(a) For those Local Unions under a **WEEKLY PENSION** contribution, effective May 1, 2014 the Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund the sum of two hundred and nine dollars and twenty cents (\$209.20) per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective May 1, 2015, the weekly pension contribution rate shall increase to two hundred and seventeen dollars and sixty cents (\$217.60) per week. Effective May 1, 2016, the weekly pension contribution rate shall increase to two hundred and twenty-six dollars and thirty cents (\$226.30) per week.

(b) For those Local Unions under a **DAILY PENSION** contribution rate for the term of this contract, effective May 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of forty-three dollars and forty cents (\$43.40) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2015 the daily pension contribution rate shall

increase to forty-five dollars and ten cents (\$45.10) per day. Effective May 1, 2016 the daily pension contribution rate shall increase to forty-six dollars and ninety cents (\$46.90) per day.

- (c) For those Local Unions under an HOURLY PENSION contribution rate for the term of this agreement, effective May 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of six dollars and sixty cents (\$6.60) per hour for each hour worked and/or compensated by the employer. Effective May 1, 2015, the hourly pension contribution rate shall be six dollars and ninety cents (\$6.90) per hour. Effective May 1, 2016, the hourly pension contribution rate shall be seven dollars and twenty cents (\$7.20) per hour.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time this Employee would have normally worked had he/she not been injured, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. By the execution of this Agreement, the Employer agrees to abide and be bound by appropriate trust agreements necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Pension Fund or new pension plan, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work eight (8) hours in any given week under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the Pension Fund or new pension plan, in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Local Union or the TDICINC, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and costs of collections. It is understood that the Employer's liability to the Central States Fund or new pension plan shall be limited to the terms of this Agreement.

- (d) It is understood and agreed that Article 10 (Wages) and Article 12 (Pension) shall be governed by the following listing of Local Unions which have voted to remain with the weekly pension contribution rate, and those which have voted to exercise the option to change from a weekly to a daily pension contribution rate for the term of this Agreement.

**Weekly Pension
Contribution Rate**

Champaign, Local 26
Peoria, Local 627
LaSalle, Local 722

**Daily Pension
Contribution Rate**

Belleville, Local 50
Decatur, Local 279
Alton, Local 525
Rock Island, Local 371
Springfield, Local 916

Hourly Pension Contribution Rate

West Frankfort, Local 347, shall be at a wage adjusted hourly pension rate;

**ARTICLE 13
Health Reimbursement Account (HRA)**

Effective May 1, 2014, the Employer agrees to contribute one dollar (\$1.00) for each hour worked by each employee covered by this Agreement to the Midwest Teamsters HRA Fund. Effective May 1, 2015, the Employer agrees to contribute one dollar (\$1.00) for each hour worked by each employee covered by this Agreement to the Midwest Teamsters HRA Fund. Effective May 1, 2016, the Employer agrees to contribute one dollar (\$1.00) for each hour worked by each employee covered by this Agreement to the Midwest Teamsters HRA Fund. This would also be reflected in the Wage Package Addendum.

Contributions to the HRA must be made on each regular employee or extra employee even though such employee may work only part-time, under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the HRA Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the Local Union or TDICINC, after the proper official of a Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in HRA payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

**ARTICLE 14
Bond Requirements**

The Trustees of any employee benefit for which contributions are required hereunder may require for good cause, that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars to guarantee the payment of such contributions.

In the event of failure, default or refusal of the Employer to meet his/her obligations to his/her employees, HRA, or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund may, after written notice to

MEMORANDUM OF UNDERSTANDING

AGC of Illinois and TDICINC understand the grave implication associated with the unfunded liabilities of the Teamsters Central State Southeast and Southwest Pension Fund. While contractors are ultimately liable for any unfunded liabilities, pensions for retired drivers may also be at risk. Neither outcome is desired or acceptable.

It is therefore agreed to be in the mutual interest of both parties to work in concert to assure that contributions are properly paid into the Teamsters Central States Southeast and Southwest Areas Pension Fund, and the Trustees of said Fund to take into account the special circumstances and needs of construction employers and construction drivers in their efforts to eliminate current and insure against future unfunded liabilities.

Signed for:
AGC of Illinois

Redacted by U.S. Treasury Department

Frank Kazenske) Date
Director of Labor Relations

Signed for:
Teamsters Downstate Illinois
Construction Industry Negotiating
Committee

Redacted by U.S. Treasury Department

Keith E. Gleason) Date
Downstate Director

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CONTRACT
DEPARTMENT

NATIONAL MASTER FREIGHT AGREEMENT



**For The Period April 1, 2008
th 13**



NATIONAL MASTER FREIGHT AGREEMENT

**For the Period of
April 1, 2008 through March 31, 2013**

covering:

Operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory.

The _____ (Company or Association) hereinafter referred to as the EMPLOYER and the TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and Local Union No. ——— which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1. PARTIES TO THE AGREEMENT

Section 1. Employers Covered

The Employer consists of Associations, members of Associations who have given authorization to the Associations to represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signator to this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations represent that they are duly authorized to enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations.

Article 1, Section 2

Section 2. Unions Covered

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters National Freight Industry Negotiating Committee representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

Section 3. Transfer of Company Title or Interest

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this

Article1, Section 3

Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable lay-off provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1. Master Agreement

The execution of this National Master Freight Agreement on the part of the Employer shall apply to all operations of the Employer which are covered by this Agreement and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto.

Section 2. Supplements to Master Agreement

(a) There are several segments of the trucking industry covered by this Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement.

Article 2, Section 2

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements."

All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement.

In all cases involving the transfer of work and/or the merger of operations subject to the provisions of Article 8, Section 6 or Article 5, Section 2, where more than one Supplemental Agreement is involved and one or more of them contains provisions contrary to those set forth in Article 8, Section 6 or Article 5, Sections 2, the applicable terms and conditions of the NMFA shall supersede those of the contrary Supplemental Agreements, including the resolution of any seniority related grievances that may arise following approval of the involved transfer of work and/or merger of operations.

(b) The parties shall establish four (4) Regional Area Iron and Steel and/or Truckload Supplements to the National Master Freight Agreement.

The Employer and the Local Union, parties to this Agreement, may enter into an agreement whereby road drivers working under an Over-The-Road Supplemental Agreement have the opportunity to perform work covered by and subject to the above Regional Area Supplements, under conditions agreed upon. Such Supplement shall be submitted to the appropriate Regional Joint Area Committee.

(c) The jurisdiction covered by the National Master Freight Agreement and its various Supplements thereto includes, without limitation, stuffing, stripping, loading and discharging of cargo or containers. This does not include loading or discharging of cargo or containers to or from vessels except in those instances where such work is presently being performed. Existing practices, rules and understandings, between the Employer and the Union, with respect to this work shall continue except to the extent modified by mutual agreement.

Section 3. Non-covered Units

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

Card Check

(a) When a majority of the eligible employees performing work covered by an Agreement designated by the National Negotiating Committee to be Supplemental to the National Master Freight Agreement execute a card authorizing a signatory Local Union to represent them as their collective bargaining agent at the terminal location, then, such employees shall automatically be covered by this Agreement and the applicable Supplemental Agreements. If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed upon process for determination and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition. In such cases the parties may by mutual agreement negotiate wages and conditions, subject to Regional Joint Area Committee approval.

The parties agree that a constructive bargaining relationship is essential to efficient operations and sound employee relations. The parties recognize that organizational campaigns occur in bargaining relationships and that both parties are free to accurately state their respective positions concerning the organization of certain groups of employees. However, the parties also recognize that campaigns must be waged on the facts only. Accordingly, the parties will not engage in any personal attacks against Union or Company representatives or attacks against the Union or Company as an institution during the course of any such campaign.

Additions to Operations: Over-The-Road and Local Cartage Supplemental Agreements

(b) Notwithstanding the foregoing paragraph, the provisions of the National Master Freight Agreement and the applicable Over-the-

Article 2, Section 3

Road and Local Cartage Supplemental Agreements shall be applied without evidence of union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are controlled and utilized as a part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation.

If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed-upon process for determination, and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition.

The provisions of Article 32 - Subcontracting, shall apply to this paragraph. Extensions or additions to current operations, etc., which adjoin and are controlled and utilized as part of such current operation shall be subject to the jurisdiction of the appropriate Change of Operations Committee for the purpose of determining whether the provisions of Article 8, Section 6 - Change of Operations, apply and, if so, to what extent.

Section 4. Single Bargaining Unit

The employees, Unions, Employers and Associations covered under this Master Agreement and the various Supplements thereto shall constitute one (1) bargaining unit and contract. It is understood that the printing of this Master Agreement and the aforesaid Supplements in separate Agreements is for convenience only and is not intended to create separate bargaining units.

This National Master Freight Agreement applies to city and road operations, and other classifications of employment authorized by the signatory Employers to be represented by Employer Associations or Employers, where applicable, participating in national collective bargaining. The common problems and interest, with respect to basic terms and conditions of employment, have resulted in the creation of the National Master Freight Agreement and the respective Supplemental Agreements. Accordingly, the Associa-

Article 2, Section 4

tions and Employers, parties to this Agreement, acknowledge that they constitute a single national multi-employer collective bargaining unit, composed of the Associations named hereinafter and those Employers authorizing such associations to represent them for the purpose of collective bargaining, and solely to the extent of such authorization, and such other individual employers which have, or may, become parties to this Agreement.

Section 5. Riders

Upon the effective date of this Agreement, all existing or previously adopted Riders which provide less than the wages, hours, and working conditions specifically established by this Agreement and Supplemental Agreements shall become null and void. Thereafter, the specific provisions of this Agreement and applicable Supplemental Agreements shall apply without being subject to variance by Riders. This Section shall not be applied or interpreted to eliminate operational, dispatch, or working rules not specifically set forth in this Agreement and Supplemental Agreements.

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Section 1. Recognition

(a) The Employer recognizes and acknowledges that the Teamsters National Freight Industry Negotiating Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees in the classifications of work covered by this National Master Freight Agreement, and those Supplements thereto approved by the Joint National Negotiating Committees for the purpose of collective bargaining as provided by the National Labor Relations Act.

Subject to Article 2, Section 3 - Non-covered Units, this provision shall apply to all present and subsequently acquired over-the-road and local cartage operations and terminals of the Employer.

This provision shall not apply to wholly-owned and wholly inde-

Central Region Local Cartage Supplemental Agreement

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

*In the following territory: Michigan,
Ohio, Indiana, Illinois, Wisconsin,
Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas,
Kentucky, and West Virginia.*

**For The Period April 1, 2008
thru March 31, 2013**



**Central Region
Local Cartage
Supplemental Agreement**

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, and West Virginia.

The _____ (Company) hereinafter referred to as the “Employer”, and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS AND LOCAL UNION NO. , affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the “Union”, agree to be bound by the terms and provisions of this Supplemental Agreement.

This 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, 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

Operations Covered

(a) The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”), on the part of the Employer shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight within the area located within the jurisdiction of the Local Union, not to exceed a radius of one hundred (100) miles. However, it is understood that the area between the fifty (50) mile radius and the one hundred (100) mile radius may be serviced by employees operating under this supplemental agreement or an Over-The-Road Supplemental Agreement. The Company has the right to service small or marginal accounts or areas as they do presently and historically. Where there is a dispute as to what operations are presently and historically handled by interline or cartage operations the matter shall be referred to the Central Region Joint Area Local Cartage Committee. Present terminal to terminal operations will continue as they currently exist.

A Local Union may agree with the Employer-Carriers to extend the above-mentioned radius on any city or town within its jurisdiction. However, where there are overlapping jurisdictions, the agreement of all Local Unions affected must be had with regard to such overlapping jurisdictions.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purpose of this Agreement. The term “employee” also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling and allied work.

(c) The provisions of this Article shall not operate to restrict the provisions contained in Article 52 of the Central States Area Over-the-Road Motor Freight Supplemental Agreement.

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 55. 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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five)

(5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on Central States, Southeast and Southwest Areas Pension Fund v.

Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 56. LEASED EQUIPMENT

Section 1.

For the purpose of protecting the established driver's rate, minimum rental rates for the leasing of equipment owned by an employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided they produce the minimum cost of operating the equipment in addition to full driver's wages and allowances.

Section 2.

In the event the Employer leases equipment from individual owners, then in that event the Employer shall pay the driver directly and separately from the lessor of said equipment.

Section 3.

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

Central Region Over-the-Road Supplemental Agreement

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON AND
CONTRACT CARRIERS**

*In the following territory: Michigan,
Ohio, Indiana, Illinois, Wisconsin,
Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas,
Kentucky, and West Virginia.*

**For The Period April 1, 2008
thru March 31, 2013**



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

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON, AND
CONTRACT CARRIERS**

**For the Period of
April 1, 2008 through March 31, 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.**

The _____ (Company) hereinafter referred to as the “Employer”, and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS AND LOCAL UNION No. _____ 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 Over-the-Road Supplement 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, 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.

To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty.

The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

In the event of a death of an employee's current Mother-in-law or Father-in-law the employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision.

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.

Section 1. Items Covered

This Article refers to commodities and solid loads referred to in the Iron and Steel and Truckload Supplement.

Section 2.

Such articles may be hauled within, into and out of Central States, Southern, Western, Eastern Regions. Iron & Steel Commodities in excess of the above list which have been previously approved by the original Region may be hauled within and to other Conferences but require destination Region approval for those commodities.

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within I.C.C. and D.O.T. rules and regulations. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of IBT Joint Council #25, and/or Chicago Truck Drivers Local 705, in the Chicago area other than those that may be permitted under the terms of such Local's agreements.

Southern Region Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**, 2008
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**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
PICKUP AND DELIVERY
SUPPLEMENTAL AGREEMENT**

**COVERING EMPLOYEES OF PRIVATE,
COMMON, CONTRACT AND LOCAL
CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations
in the Territory of:**

**ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern Region of Teamsters and Local Union No. _____, 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 Local Freight Forwarding Pickup and Delivery Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008 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.

Section 1. Scope of Agreement

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Pickup and Delivery operations of the Employer, except as provided in the Over-the-Road Agreement, in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the city pickup and delivery and dockmen employees, this Agreement shall automatically become effective.

(c) City drivers shall be permitted to perform normal pick up and delivery and cartage duties within the one hundred (100) mile radius or as otherwise agreed to. The area between the fifty (50) and one hundred (100) mile radius will, for the most part, be serviced by the City P & D operation however, the Company has the right to service small or marginal accounts as they do presently and historically. Existing mutual agreements will remain in effect.

Within one hundred and eighty (180) days of the signing of this agreement, the Company and Local Unions shall identify present, third party operations within the one hundred (100) mile radius.

This provision does not prohibit road drivers from performing normal terminal operations within the one hundred (100) mile radius as provided in the present contract.

Under no circumstances will overflow traffic within the fifty (50) mile radius be given to a Cartage company with local cartage employees laid off.

The Company will provide each Local Union a list of all shipments given to an interline or third party carrier upon request of the Local Union. This list will consist of the date tendered to the third party carrier, pro numbers and date delivered by third party carrier. The list will be provided to the Local Union pursuant to Article 7 of the National Master Freight Agreement.

HOURS/SHIFTS

The Company may utilize five (5) eight's (8's) / four (4) tens (10's) or any other combination of hours that is mutually agreed to between the parties.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any driver operating a truck tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Agreement, and Checkers, Switchmen, Hostlers, Forklift Operators, and Dockmen.

Section 3. Over-the-Road Work

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) or customer facilities at any time, regardless of whether the terminal is open or closed.

Under no circumstances will out of classification employees be utilized in Over-the-Road operations.

ARTICLE 41.

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall

have the authority to audit the payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision to Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 51. PENSION

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby

waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five) (5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 Regional 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 delinquent while the matter is being considered, but if the Regional 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 Regional Joint Area

Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 52. VACATIONS

Section 1.

A vacation of one (1) week shall be granted with pay to all employ-

Southern Region Area Over-the-Road Motor Freight Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**, 2008
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**SOUTHERN REGION AREA
OVER-THE-ROAD MOTOR FREIGHT
SUPPLEMENTAL AGREEMENT**

**Covering
DRIVERS EMPLOYED
BY PRIVATE, COMMON AND
CONTRACT CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, AND TEXAS**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern Region of Teamsters and Local Union No. _____, 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 Over-the-Road Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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

Section 1.

(a) The execution of this Supplemental Agreement, herein referred to as "Agreement", on the part of the Employer shall cover all over-the-road operations of the Employer in said described area.

(b) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle, operated for transportation purposes when used to defeat the purpose of this Agreement.

Section 2. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer, during the probationary period and is then worked again at any time during the next full twelve (12) months, at any of the Employer's locations within the jurisdiction of the Local Union covering the ter-

minal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

Section 3. Casual Employees

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees, when such regular employees are off due to illness, vacations, or other absence, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer

must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) 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, telephone number and social security number, and,

(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

a) The transfer opportunity is a once in a lifetime opportunity;

b) The employee must notify the employer and local union, in writing, of their intent to transfer;

c) The transfer opportunity will be afforded when the company is in a hiring mode;

d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

Section 4. Preferential Casuals

When a casual is used by the Employer for seventy (70) tours of duty, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list, when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days, after the aforementioned seventy (70) tours and notification of the Local Union. The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) employer.

Casual employees on the preferential casual list shall be offered available extra work in the order in which they were placed on the

preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed eight (8) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company, in writing, thirty (30) days prior to implementation of a preferential casual list being established.

Section 5. Student Driver

Employees on student trips shall be paid in accordance with the provisions of this Agreement.

In all cases hired or leased equipment shall be operated by an employee of the certified or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his/her services, as well as the ends to be accomplished. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

Section 6. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the Local City Pickup and Delivery Agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.

Section 7. Pickup and Delivery limitations

General commodity operations shall be dock-to-dock, but one (1) pickup and delivery shall be permitted within the established city radius at both the origin and destination of the freight provided that the driver received the applicable hourly rate of pay for time lost due to delivery. Pickup or delivery of a trailer at an interline terminal, shall be allowed.

Excessive loading or unloading the freight (fingerprinting freight) by an over-the-road driver, will be resolved by no less than two (2) times the rate of pay for penalty and will be resolved by the two (2) Road Chairman (Union/Employer). It is further understood that the elimination of the T-Rule is NOT authorization by the Union for excessive use by the Employer.

Section 8. Pickup and Delivery

Neither pickup at origin nor delivery at destination shall be permitted where a driver or drivers, or driver and helper would exceed the Interstate Commerce Commission and the Department of Transportation rules or on any run which cannot be completed within said rules, from point of origin to final destination, including such pickup and/or delivery.

Section 9. Addenda

Addenda or Supplements to this Agreement providing for better wages, hours, and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto except in those instances agreed by the National Committee.

ARTICLE 41. ABSENCE

Section 1. Time off For Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 58. PENSION

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 59. STEEL HAUL ONLY

Section 1. Description of Commodities

The description of iron and steel items is as follows:

Angles

Bands

Bars

Beams

Billets

Blanks

(stamping or shapes unfinished in bundles or lifts)

Channels

Coils

Pilings

Plates

Rods

Sheets

Skelps

Slabs

Strip

Tubing

Coiled rods

Wire in bundles

Rolling mill rolls and individual castings weighing more than 250 pounds.

Section 2. Pickup and Delivery

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within the Interstate Commerce Commission regulations, provided, however, no driver shall be compelled to make delivery at final destination, who has worked and/or driven ten (10) hours.

There shall be no pickup or delivery of a solid load in the area under the jurisdiction of I.B.T. Locals 710, 705, 721, 782, 801 and inde-

Southern Region Area Local Freight Forwarding Garage Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



For Th
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, 2008
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**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
GARAGE SUPPLEMENTAL AGREEMENT**

**Covering
Employees of Private,
Common, Contract and Local
Cartage Carriers**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations
in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the Mechanical and Service Department in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern Region of Teamsters and Local Union No. _____, 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 Local Freight Forwarding Garage Supplement Agreement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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.

The Employers recognize the need to provide the necessary technical tools and training for mechanics that are required to perform maintenance and repair of equipment. The Company will determine the type of training, tools and equipment required for bargaining unit employees. The Company understands that training of mechanics is necessary due to the continued technological changes when new equipment is introduced into the operating company system.

ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED

Section 1. Scope of Agreement

(a) The execution of this Agreement on the part of the Employer shall cover all the Mechanical and Service operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the mechanical and service employees, this Agreement shall automatically become effective.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any Lead Mechanic, Mechanic, Mechanic Helper, Parts Man and Service Man, etc., or any other classification of work when used to defeat the purpose of this Agreement.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.

ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

Section 2. Casual Employees

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 51. PENSION

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator

compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 52. VACATIONS

Section 1.

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2.

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3.

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4.

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5.

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of twenty (20) years or more.

Section 6.

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of

Southern Region Area Local Freight Office Clerical Employees Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**, 2008
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**SOUTHERN REGION
AREA LOCAL FREIGHT
OFFICE CLERICAL EMPLOYEES
SUPPLEMENTAL AGREEMENT**

**Covering
EMPLOYEES OF PRIVATE, COMMON,
CONTRACT AND LOCAL
CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern Region of Teamsters and Local Union No. _____, 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 Office Clerical Supplement Agreement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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

Section 1.

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Office Clerical operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the Office Clerical employees, this Agreement shall automatically become effective.

Section 2. Employees Covered

To cover persons employed as Office and Clerical employees, construed to mean, but not limited to, any Rate Clerk, Cashier, Head Cashier, Assistant Cashier, OS&D Clerk, Customer Care Clerk, PACs Clerk, Receptionist, Imaging Clerk, Special Account Clerk, Driver Check-in Clerk, Appointment Clerk, R&U Clerk, General Clerk, Manifest Clerk, Billing Clerk, File Clerk, Tracing Clerk, Secretary/Stenographer, Rate Clerk B, Code Clerk and Mail Clerk, any other classifications of work when used to defeat the purpose of this Agreement, who are employees in the offices of Common Contract, and Private carriers in the States of Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Oklahoma, Louisiana, Texas and the City of Asheville, North Carolina.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operations.

employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 51. PENSION

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being

effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eli-

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 52. VACATIONS

Section 1. One Week

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2. Two Weeks

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3. Three Weeks

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4. Four Weeks

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5. Five Weeks

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement, who have worked for the Employer for a period of twenty (20) years or more.

Carolina Freight Council City Cartage Supplemental Agreement



**For Tl
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**CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD
APRIL 1, 2008 TO MARCH 31, 2013**

PREAMBLE

To cover all city pickup and delivery, peddle runs, and all dock employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

The _____
(Company)

hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. _____, 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 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, 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

Section 1. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators, switchers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within an area located within the jurisdiction of the Local Union, not to exceed a radius of 25 miles of the zero point in the terminal city.

This Agreement shall also cover peddle run operations (within a radius of 75 direct highway miles of the home terminal) not exceeding 150 miles round trip. Peddle run drivers will not be used to circumvent the road contract guarantees.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver/helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and assembling.

Section 2. Combination City Road Work

The position of both Employer and Union Negotiating Committees is that under the Agreement, city men shall not perform road work or vice versa. But, in certain circumstances, city men must be called in to do roadwork. In that event:

(a) City Work-Road Run-Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is assigned to a road run from which he returns within his normal working day, he shall be paid for city work performed, plus appropriate road pay on the road run plus hours worked in city after return from the road run. All hours actually worked must be included for computation of overtime.

(b) City Work-Road Run-No Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is then assigned to a road run, and does not perform any city work after conclusion of the road run, he shall be paid for city work performed, plus pay for the road run at the appropriate rate and guarantee. In this situation, hours worked on the road run shall not be included in the calculation of overtime.

(c) A combination driver operation shall not be put into effect for the purpose of avoiding or defeating the provisions of either the City or Over-the-Road Agreement. A combination driver shall be defined to be an operation on which an Employer can only by reason of necessity use a driver on combined duties.

(d) Peddle-run drivers shall be allowed to perform their normal duties of their runs.

(e) Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by this Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pickup a trailer to and from the terminal.

When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and /or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

(f) A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

Any Company that requests city employees to make road trips with

any regularity will meet with the Local Union for the purpose of reaching an agreement on how to offer work opportunity to these employees.

Section 3. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

Section 4. – Subcontracting

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as Freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Carolina Bi-State Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The Carolina Bi-State Supplemental Subcontracting Committee shall be comprised of the Union and the Employer Supplemental Chairmen, or their designees, of the Carolina Supplemental Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis, to resolve alleged disputes of this article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:

Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor;

Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted;

Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

(1) Preserving work and job opportunities for the employees covered by this Agreement;

(2) Protecting the standards of employment covered by this Agreement; and

(3) Recapturing lost job opportunities; all to the maximum extent legally possible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(B) Provided, however, that the Employer may subcontract to an

employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

In order to protect the economic terms and conditions of employment of this Agreement, the respective unions may request from the Employer, within ninety (90) days following ratification of this Agreement, the economic terms and conditions of employment paid to its subcontractors to be submitted to the Carolina Bi-State Subcontracting Committee for review.

ARTICLE 41 – ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 54 – PENSION FUNDS

“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.”

Effective April 1, 2008 the Employer shall contribute 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.

Effective April 1, 2008 the Employer shall contribute 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 by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall

collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be 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.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v.*

Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 55 – LEASED EQUIPMENT

Section 1.

For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

Section 2.

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

Section 3.

The Employer expressly reserves the right to control the manner,

Carolina Freight Council Over-the-Road Supplemental Agreement



**For T
th**

**, 2008
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**CAROLINA FREIGHT COUNCIL
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**

**For the Period
April 1, 2008 to March 31, 2013**

PREAMBLE

To cover the drivers employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

(Company)

hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. ,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 Over-the-Road 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** and 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

The execution of this Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above.

Section 1. Operations Covered

All operations into and out of North and South Carolina shall be paid under the terms of this Agreement.

Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by the Carolina Freight Council City Cartage Supplemental Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pick-up a trailer to and from the terminal. (Driver will not handle the freight). Road drivers will also be permitted to switch their unit at any terminal in North or South Carolina provided there is no bid switcher on duty. When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and/or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

Section 2. Employees Covered

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement.

(b) Student Driver. Employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) Hired or Leased Equipment. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permit-

ted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner operator performs his services, as well as the ends to be accomplished.

Section 3. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate agreements entered into between the Employer and the involved Local Union. Employees subject to the Agreement shall not be permitted to perform dock work or city pickup and delivery service, where the performance of such work conflicts with the local city pickup and delivery agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

The prevailing Local Union City Cartage Contract shall govern all wages and conditions on runs exclusively within a compass radius of 25 miles of the zero point in the terminal city. Peddle runs are not covered by this Agreement, but are covered by the City Cartage Agreement.

A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

City and/or Peddle Runs - Road Driver on Peddle.

A. When a road driver is informed he is being put on a city and/or peddle run he shall be entitled to a minimum of four (4) hours.

B. A road driver arriving at a foreign terminal is on delay time until he is informed he is being put on a city and/or peddle. From the time he is so informed until he completes the run, or is told otherwise, he is construed to be on the city and/or peddle run.

C. Road drivers dispatched with multiple pickups and/or deliveries within a twenty-five (25) mile radius of each other will be paid the

applicable hourly road rate starting with the arrival at the first customer until leaving the last customer within said radius.

Section 4. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

ARTICLE 41 – ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

A union member on a seniority list of employees domiciled within the jurisdiction of a Local Union signatory to this Agreement at the time of such member's election or appointment to serve as a full time union official of any such Local Union shall be granted a leave of absence during the period of such union employment, without discrimination or loss of seniority rights, and without pay or benefits of any kind. This provision shall apply retroactively and prospectively to cover only employees who, during the life of this Agreement, hold bona fide full time union positions in a Local Union signatory to this Agreement, and shall not apply to part time union officials or to persons not actively working, or appointed to work, as a bona fide full time union official. This provision shall not be used to avoid the disciplinary provisions of this Agreement.

Section 2. Leave of Absence

(a) Any employee desiring leave of absence from his employment

ARTICLE 60 – PENSION FUNDS

“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.”

Effective April 1, 2008 the Employer shall contribute 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.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such ter-

mination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension

contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be 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.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regard-

less of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 61 – FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral.

ARTICLE 62 – STEEL HAUL ONLY

In the event any Employer institutes an owner operator steel haul, the Union may reopen this Section upon sixty (60) days' written notice by certified or registered mail to the Employer and request negotiations of matters dealing with description of iron and steel items, pickup and delivery of iron and steel items and minimum rates of pay for equipment owned and driven by the owner driver.

Upon the failure of the Employer and the Union to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their position, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 63 – PROTECTIVE APPAREL

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 64 – TERM OF SUPPLEMENT

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Master Agreement between the parties hereto

Carolina Freight Council Automotive Maintenance Supplemental Agreement



**For TI
th**

**, 2008
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**CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD
APRIL 1, 2008 TO MARCH 31, 2013**

PREAMBLE

To cover all mechanics, mechanic's helpers, garage men, parts and stock room employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

(Company)

hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. , 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 Automotive Maintenance Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008 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.

access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 53 – PENSION FUNDS

“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.”

Effective April 1, 2008 the Employer shall contribute 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 cov-

ered by this Agreement who has been on the payroll sixty (60) days or more.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to

pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be 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.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employ-

ees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY

Section 1. Repair Mechanics

Journeyman Mechanic: Is an employee fully qualified and capable of building, rebuilding, repairing and maintaining all parts of automotive equipment as may be required in the department to which they are assigned with only customary general supervision normally required by a Journeyman Mechanic. He must be able to handle automotive equipment as may be necessary in the performance of his duties.

Section 2. Trailer Mechanics Journeyman Mechanic

An employee fully qualified and capable of building, rebuilding,

Virginia Freight Council Supplemental Agreement

**Covering
City Pickup and Delivery
and Over-the-Road**



**For The Period April 1, 2008
thru March 31, 2013**

**VIRGINIA FREIGHT COUNCIL
CITY PICKUP AND DELIVERY
And
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**

**For the Period
April 1, 2008 to March 31, 2013**

PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. _____ (Company hereinafter referred to as the Employer or Company and the Virginia Freight Council and Local Union No. _____, 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 Local Cartage and Over-the-Road Supplemental agreement is supplemental to and becomes a part of the Master Freight agreement, herein referred to as the "Master Agreement" for the period commencing April 1, 2008, 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.

When a non-laid off road driver is held in readiness by the Company for one complete health and welfare week and performs no work, contributions shall be made for that week provided the road driver does not refuse or miss a work call.

Section 8.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 9.

A proposal to switch employees from coverage by one health and welfare fund to another must be by mutual agreement of the Employer and Union representatives on the Virginia Supplemental Negotiating Committee. In the event of a deadlock by the Virginia Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

ARTICLE 47. PENSION FUNDS

Section 1. Local 822 only -

(a) 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 sixty (60)

days or more. For the increase in the contribution rate due August 3, 2008 and each August 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.

(b) Effective April 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area 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 have been on the regular payroll sixty (60) days or more.

(c) Effective August 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) per day or tour of duty either worked or compensated, to a maximum of two hundred eighty dollars (\$280.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(d) Effective March 30, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

(e) Effective August 3, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

(f) This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement within the aforesaid jurisdiction.

(g) By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

(h) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

(i) If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

(j) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence,

(k) At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 Regional 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 delinquent while the matter is being considered; but if the Regional 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 Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

(l) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agree-

ment. This decision is consistent with the understanding and intention of the parties to this Agreement.

(m) Action on delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

Section 2. -

Locals 22, 29, 171, 592 (and 822 where applicable)

Effective April 1, 2008, all Employers having employees domiciled in the jurisdiction of Local Unions 22, 29, 171, 592, (and 822 where applicable) shall contribute to the Teamsters Joint Council 83 Pension Fund, the sum of Two Hundred Sixty-five Dollars and Sixty Cents (\$265.60) per week for each regular employee covered by this Agreement.

Section 3. -

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2009, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Funds and multiple Health and Welfare Funds, first allocate that por-

tion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

Section 4.

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 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 5.

By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 6.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 7.

Contributions to the Pension Fund must be made for each week on each regular and laid-off employee who works at least one(1) day in

that week under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement; and although, contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 8.

Effective April 1, 2008, the Employer shall contribute for each casual employee who works, the maximum amount of Eight Dollars (\$8.00) per day to the applicable Pension Fund. This payment shall not be required if pension contributions established by this Supplemental Agreement have been paid on their behalf.

Section 9.

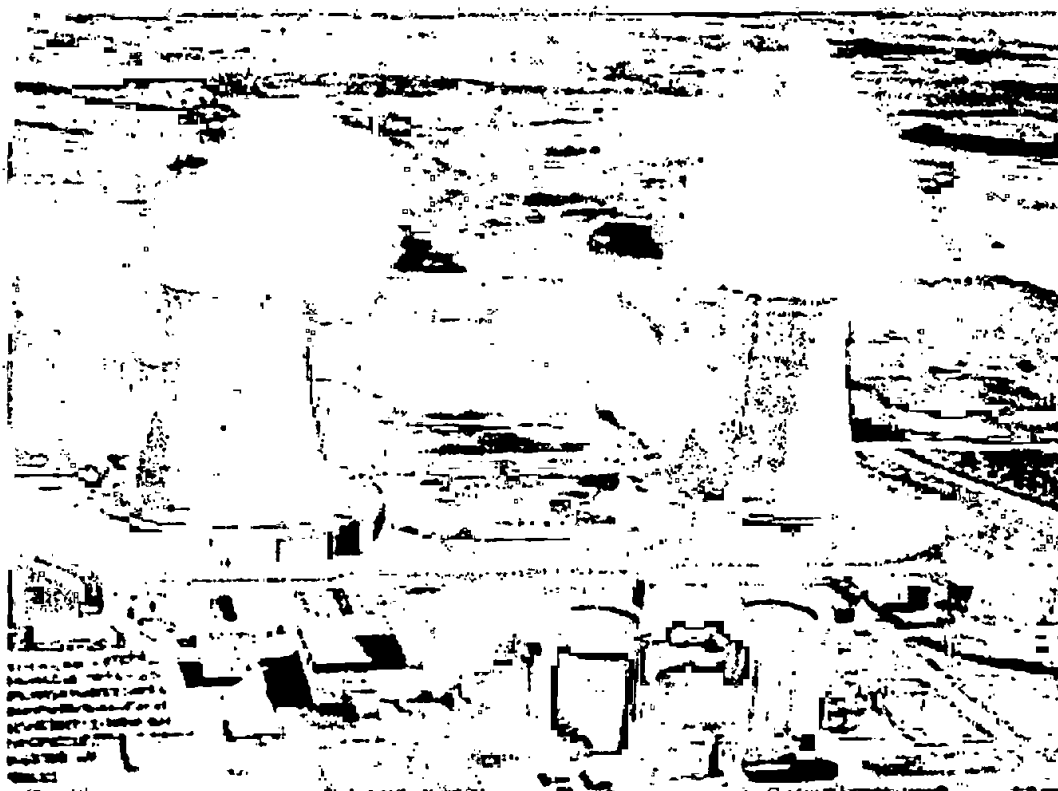
The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 48. SICK LEAVE

All employees shall have five (5) days sick leave per year.

Sick leave not used by March 31 of 2008 will be paid on March 31, 2008 at the hourly rate then in existence. To convert the accrual and cash out dates for sick leave from April 1 to January 1 would become effective January 1, 2009. As an example employees would

NUCLEAR POWER CONSTRUCTION LABOR AGREEMENT



PREAMBLE

The parties to this Nuclear Power Construction Labor Agreement recognize that the construction of nuclear power plants is a specialized, unique branch of construction, requiring a long period of construction, large scale capital outlays, exacting construction and performance standards (including protection of the health and safety of the public and employees) and the need for highly skilled craft labor for many operations and complex management structures. The careful planning and scheduling of work operations can make a major difference in reducing costs and keeping the job on-schedule.

The parties further recognize the national importance of nuclear power in assuring adequate supplies of energy for economic growth, the creation of job opportunities and for a greater degree of energy independence. The parties believe that this Agreement constitutes a vital contribution to achieving these objectives.

The parties acknowledge that the majority of new nuclear plants likely to be built in the future are in remote and/or southern parts of the United States. This Agreement is intended for such areas and addresses the specific needs of the nuclear industry in those areas through such measures as regional wage rates designed to attract and retain workers to nuclear projects and specialized recruitment and training efforts to provide life-long careers for local residents to make nuclear plant construction attractive to local communities.

The parties have consulted with representative utilities, both privately and publicly owned, regarding problems previously encountered in the construction of nuclear power plants. They have also investigated the means to improve construction efficiency and to reduce costs while assuring that the health, welfare and safety of the public and of on-site personnel is fully maintained. The parties recognize the continuing interest of the utilities and the customers they serve in efficient, speedy and safe construction, and they believe this Agreement will promote these purposes.

This Agreement is uniquely a full and complete national agreement that does not depend on other collective bargaining agreements in the construction industry, whether local, regional or national in scope.

The parties recognize the complexity and scope of global procurement. They also recognize that the design of the newest generation of nuclear plants is dependent on modular construction techniques. Prefabrication and modular construction issues will be addressed in an addendum covering each individual project or jobsite covered by this Agreement.

The parties agree to abide by the terms and conditions of employment set forth in this Agreement and to resolve any question or any dispute in accordance with the procedures specified in this Agreement without strike or lockout or other interruption of

his/her immediate supervisor as soon as possible at the job site by calling him/her. The employee shall state the reason for the absence.

Any employee terminated under this policy shall not be eligible for rehire on any the project covered by this Agreement for a period of not less than ninety (90) days.

Section 2. Recognizing that studies have shown that the use of extended overtime on a project results in increased absences, tardiness and turnover due to fatigue, the Committee will assist Owners, Employers and Unions in implementing best practices to eliminate or reduce the amount of extended overtime.

ARTICLE XIV

WAGES AND FRINGE BENEFITS

Section 1. The Employer agrees to pay base hourly wage rates for those classifications as outlined in Appendix A.

Section 2. The Employer agrees to pay employees benefit contributions as outlined in Appendix A.

Section 3. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 4. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 5. (a) When a project is located in a remote area, the Committee shall determine whether or not a living expense allowance and/or travel allowance is warranted. When such allowances are in effect the Committee shall annually consider the changing availability of labor supply and living accommodations to determine

whether or not such allowances should be modified.

(b) If a travel allowance is provided, an employee shall receive such allowance only for weeks the employee has no unexcused absences during the employee's regularly scheduled work week.

Section 6. The parties agree to participate in the Nuclear Power Labor-Management Cooperation Committee Trust Fund, (NPLMCC) established under the authority of Sec. (6b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Sec. 175(a) and Sec 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Sec. 186(c)(9).

Each Employer, including all contractors and subcontractors, performing work on a project covered by this Agreement shall contribute to NPLMCC the amount of thirty cents per hour for each hour worked by each individual employee covered by this Agreement.

Payment shall be forwarded monthly to the NPLMCC in a form and manner to be determined by the Trustees. The Trust Fund is formed and created for the purpose of:

- a. Creating joint Employer/Union approaches to resolving issues affecting the construction industry and in particular the nuclear power construction industry;
- b. Implementing the purposes of the Labor Management Cooperation Act of 1978;
- c. Developing a productive dialogue with users of nuclear power construction industry services and other construction industry users;
- d. Exploring ways of increasing productivity of both labor and management, and eliminating problems which reduce competitiveness and economic development in the construction industry and in particular the nuclear power construction industry;
- e. Collecting and disseminating technical data on matters of concern to the construction industry and in particular the nuclear power construction industry, including but not limited to upcoming projects, hours worked and accidents;
- f. Implementing programs to attract additional workers, including minorities and women, to the construction industry and in particular the nuclear power construction industry;

- g. Exploring ways to improve the skills and number of construction workers through apprenticeship and journeyman training to address the special needs of the construction industry and in particular the nuclear power construction industry;
- h. Developing innovative approaches to providing workers' compensation coverage; and
- i. Investigating construction industry accidents and in particular accidents occurring during the construction of nuclear power plants for causes and ways to prevent similar accidents in the future.

Section 7. The NPLMCC shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the NPLMCC and hereby adopt and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 8. Employers who fail to pay contributions or other payments owed to the NPLMCC within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE XV

PAYMENT OF WAGES-CHECKING IN AND OUT

Section 1. Wages will be paid weekly by check or direct deposit on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week. When employment ends for any reason, the employee's final pay will be processed and paid on or before the regularly scheduled pay day that covers the date of termination.

Section 2. The Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself or herself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

Section 3. Each Employer shall deduct from the wages of each employee the applicable Local Union dues, initiation fees, and assessments, but only when the Local Union furnishes the Employer with a written authorization form signed by the employee

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AUG 20 2014

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TEAMSTERS LOCAL 7
SCHEDULE "A"

GENERAL PRESIDENTS' AGREEMENT
FOR NUCLEAR POWER PROJECT MAINTENANCE

AND

NATIONAL MAINTENANCE AGREEMENT
FOR HEAVY CONSTRUCTION AND MAINTENANCE

WAGES AND OVERTIME

Effective:	July 14, 2014	<u>Day Rate Per Hour</u>
Combination Driver, Warehouseman Checker and Bus Driver		\$25.66 per hour
Lead Man (applicable if there is more than one Teamster on the job)		\$26.66 per hour

Wage rates shall be subject to modification on July 14, 2014.

Shift rate premiums shall be paid as per the General Presidents' Agreement or the National Maintenance Agreement, whichever is applicable.

In addition to the above hourly wage rates, the Contractor shall pay fifty cents (.50) per hour on all hours worked by an employee, whether at straight time or overtime, for the purpose of vacation pay. These vacation monies shall be added to the employee's check on a weekly basis.

OVERTIME RATES:

Overtime rates shall be payable as per the General Presidents' Maintenance Agreement or the National Maintenance Agreement dictates, whichever is applicable.

HOLIDAYS:

The following holidays shall be paid holidays and shall be paid for at eight (8) hours at the employee's regular straight time hourly rate.

New Year's Day
Memorial Day
Labor Day
Christmas Day

Washington's Birthday
Fourth of July
Thanksgiving Day

In addition, all hours worked in excess of four (4) hours on December 24 and December 31 shall be paid at double time.

In the event an employee works on any of the above holidays, he shall be paid two times the hourly rate for all hours worked.

No employee will be requested to work on Labor Day except for protection of life or property.

The above fringe benefits shall be subject to modification on July 14 of each year.

HEALTH AND WELFARE AND PENSION

Effective July 14, 2014, the Contractor agrees to pay into the Michigan Conference of Teamsters Welfare Fund, a contribution of \$413.70 (SOA Plan (193/BDR4J), coverage includes increased Life, Cancer and Weekly Disability benefits) per week for each employee covered by this Agreement. All payments into the Health and Welfare Fund must be made within ten (10) days from the end of each calendar month to the National Bank of Detroit, which Bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Health and Welfare shall be maintained at the highest plan and rates shall be subject to modification April 1 of each year, such modification in rates to maintain the plan. Effective March 30, 2015 the contribution rate will adjust to \$438.50.

Effective July 14, 2014 the Contractor agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, a contribution of \$8.70 per hour and effective September 25, 2014 rate will increase to \$9.00 per hour for each employee covered by this Agreement, for each hour worked.

All payments into the Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Central States Southeast and Southwest Areas Pension Fund, Account 7000.

Pension shall be maintained at the highest plan and pension rates shall be subject to modification each year, such rate modifications to maintain the plan.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, commencing on the first day of employment, even though such employee may work

only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed by the Contractor, but not under provisions of this Agreement and although contributions may be made for these weeks into some other health and welfare and/or pension fund.

If an employee is absent because of illness or off-the-job injury and notifies the Contractor of such absence the Employer shall continue to make the required contributions to the Health and Welfare and Pension Funds for a period of four (4) weeks. If an employee is injured on the job, the Contractor shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve months.

No leave of absence shall be granted by a Contractor, unless an employee shall submit in writing, a request or such leave and an authorization to deduct from his last wages, sufficient monies to pay the required contributions into the Health and Welfare and Pension Funds during the period of absence.

In those instances where the Employer is involved in an "owner-operator" arrangement, there shall be no deduction for equipment rental of owner-operator by virtue of the contributions made to the Health & Welfare Fund and the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner driver compensation.

UNION SHOP AND DUES

The Contractor agrees to deduct from the pay of each employee all dues and/or initiation fees of Local No. 7 and pay such amount deducted to said Local No. 7 for each and every employee, after the seventh day following the beginning of their employment provided however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Local Union as aforesaid.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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AUG 20 2014

CONTRACT
DEPARTMENT

TEAMSTERS LOCAL UNION #697 AGREEMENT

PREAMBLE

This Agreement, made and entered into this first day of July, 2014 and continued through June 30, 2019, and between the Ohio Valley Construction Employers Council, Inc., its successors, administrators, executors and assigns, hereinafter called the Employer, and Local Union #697, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and its successors, hereinafter called the Union.

This Agreement shall cover all building construction performed by and for the Employer within the area of territorial jurisdiction of this Agreement. No part of this contract will be changed at any pre-job conference.

Wherever the masculine gender appears in this contract, the feminine gender shall also apply.

ARTICLE 1

SECTION 1.1 - This Association and Employers agree to recognize, and do hereby recognize the Union, its duly authorized agents, representatives or successors, as the exclusive bargaining agent for all of the employees of employers of this Agreement, and the Union agrees to recognize, and does hereby recognize the employer, its duly authorized agents, representatives, successors and assigns, as the exclusive bargaining agent for all of its members, and firms who may hereinafter become members of this Association.

SECTION 1.2 - The Union, the Association and all individual Employers who sign or agree to be bound by this Agreement agree to establish and recognize a single multi-employer collective bargaining unit. Each such Employer, by signing or agreeing to be bound by this Agreement, authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement, and for subsequent negotiations, or by any extension, modification or amendment to this Agreement, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining.

ARTICLE 2

SECTION 2.1 - The area covered by this Agreement is the geographical area recognized to be within the jurisdiction of Teamsters Local Union #697, bounded as follows:

WEST VIRGINIA: Marshall, Ohio and Wetzel Counties.

OHIO: Monroe, Belmont and Jefferson (North to Short Creek) Counties.

ARTICLE 3

SECTION 3.1 - All present employees who are members of the Local Union on the effective date of this sub-section or on the date of execution of this Agreement, whichever is the

later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

SECTION 3.2 - The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the employer by the Union to such effect, obligate the Employer to discharge such person.

SECTION 3.3 - In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

SECTION 3.4 - No provision of this Article shall apply in any state to the extent that it may be prohibited by State law. If under applicable State law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

SECTION 3.5 - If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

ARTICLE 4

WAGES, FRINGE BENEFITS & CONTRIBUTIONS

SECTION 4.1 - Wages shall be paid in accordance with the job classifications and wage rates set forth:

BASIC STEEL & POWER PLANTS & COMMERCIAL RATES:

	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
Warehousemen, Yardmen, Truck Helpers, Parts Chaser & Pick-Up Trucks, Gators & alike equipment	\$24.50	\$24.30	\$23.92	\$24.68	\$25.46
Flatbed Material Trucks, Dump & Semi-Dump Semi-Tractor Trailers	\$24.55	\$24.35	\$23.97	\$24.73	\$25.52
	\$24.60	\$24.40	\$24.02	\$24.78	\$25.57

Specifically, the monies collected by the Fund shall be used as follows:

A. Employer expenses incurred in the promotion of stability of relations between labor and management.

B. Employer expenses incurred in maintaining facilities for adjustment of grievances.

C. Employer expenses incurred in maintaining facilities for and assisting in the joint administration of all fringe benefit funds.

D. Employer expenses incurred in maintaining facilities for and assisting in the joint administration of apprenticeship, manpower training, education and other job up-grading programs.

E. Employer expenses incurred for maintaining facilities for the conducting of safety education and accident prevention programs.

F. Employer expenses incurred in promoting other Employer activities, such as legitimate markets, standardization of contracts and research.

G. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing fund. It is further understood and agreed that the employer will serve and hold the union harmless from any litigation connected or any way affected with the foregoing Fund.

SECTION 4.10 - HEALTH & WELFARE: The parties hereto agree that the Employer shall contribute to the Health and Welfare Fund the sum as shown in Article 4.1 per hour paid to be paid to the Central States Southeast & Southwest Areas H & W Fund, 29 East Madison, Room 401, Chicago, Illinois 60602 which is to be administered by the trustees of said fund, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The Employer agrees to comply with the eligibility rules set up by the Trustees of the Central States Southeast & Southwest Areas H & W Fund under the Trust Agreement and any amendments hereto.

By execution of this Agreement, the Employer authorizes the Employers Association, which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health & Welfare Fund during the period of absence.

Contributions to the Health & Welfare Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health & Welfare Fund.

Reporting and remitting shall be monthly, ending with the last Saturday of each month and shall be in the Trust Office no later than the sixth (6th) day following the ending date.

Action for delinquent contributions may be instituted by either the Local Union, the area conference, or the trustees. Employers who are delinquent must also pay all attorney's fees and cost of collections.

SECTION 4.11 - PENSION: The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum as shown in Article 4.1 per hour paid,

The Fund shall be the Central States Southeast & Southwest Areas Pension Fund. There shall be no other Pension Fund under this Agreement for the operations under this Agreement. By the execution of the Agreement, the Employer authorizes the Employers Association, which are parties hereto, to enter appropriate trust agreements necessary for the administration of such Fund, and to designate the employer trustees under such agreement, waiving all notice thereof and ratifying all action already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from the employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each employee even though such employee may only work part-time under the provisions of this Agreement, including weeks where work is performed for the Employer

although contributions may be made into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Paragraph.

Action of delinquent contributions may be instituted by either the Local Union or the trustees. Employers who are delinquent must pay all attorney's fees and costs of collection. The Pension contribution required to be made to the Fund where negotiated in accordance with the 1982 Schedule.

SECTION 4.12 - WORKERS' COMPENSATION: The Employer shall provide Workers' Compensation Insurance against injury and Unemployment Compensation protection for all employees even if not required to do so by state law.

SECTION 4.13 - CHECK OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions made. Where laws require written authorization by the Employee, the same is to be furnished in form by the Local Union. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues and uniform assessments owed and to be deducted for such month from the first pay check following receipt of statement of certification of the member and remit to the Local Union in a lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

SECTION 4.14 - Where an employee is on check-off and not on the payroll during the week on which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

SECTION 4.15 - The Employer will recognize authorization for deduction from wages, if in compliance with the state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to by the Union and the employee. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

SECTION 4.16 - Apprenticeship Program: All employers bound hereby agree to be bound by the Agreement and Declaration of Trust, as amended, establishing the Ohio Teamster Apprenticeship and Journeymen Training Trust copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the executive of this Agreement. It is mutually agreed that the provisions of said Agreement and Declaration of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully rewritten herein. All employers bound hereby irrevocably

designate the Employer Trustees of said Apprenticeship Fund and Plan, and their successors, as the representatives for the purposes set forth in said Agreement and Declaration of Trust. Contributions to the Ohio Teamster Apprenticeship and Journeymen Training Trust shall be paid at the following rates for all hours worked by each employee for the employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours worked shall include reporting hours which are paid.

Apprenticeship Fund

Effective July 1, 2011, the Contractor agrees to pay the sum of ten cents (\$.10) per hour for every hour worked for each of his employees covered by this agreement. The Fund shall be The Ohio Teamster Apprenticeship and Journeymen Training Trust Fund.

It is further agreed that all provisions of Articles XII and XIII set forth in this Agreement shall be applicable to the Ohio Teamsters Apprenticeship and Journeymen Trust, to the extent they so apply, as fully written herein.

APPRENTICE RATES

Length of Service	Percentage of Stage II Journeymen "B" Rate
0-6 months	80%
after 6 months	85%
after 12 months	90%
after 18 months	95%
after 24 months	100%

For those Apprentices who successfully complete the Apprenticeship Program, the pay rates shall be as follows:

STAGE II - JOURNEYMAN "B" RATES

First 6 months	80% of A Rate
Second 6 months	85% of A Rate
Third 6 months	90% of A Rate
Fourth 6 months	95% of A Rate
After 24 months	100% of A Rate

RATIO OF APPRENTICES

Contractors are encouraged to utilize apprentices when available, however the Employer shall not employ more than one (1) apprentice for the first journeyman and not more than one (1) apprentice for every three (3) journeyman thereafter.

ARTICLE 5 - LIABILITY

SECTION 5.1 - The Association and the Union named herein agree that they are acting in the sole capacity of bargaining representatives for their respective and future members and/or employees. Neither the Association nor the Union shall be liable for any violation of this Agreement by any of its present or future respective members and/or employees.

to be bound by any subsequent agreements, amendments, or modifications as agreed by the Union and the Ohio Valley Construction Employers Council, Inc.

**OHIO VALLEY CONSTRUCTION
EMPLOYERS COUNCIL, INC.
SIGNATURE PAGE FOR
NON-ASSOCIATION EMPLOYER**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of July, 2014.

The undersigned Employer doing business as _____

**OHIO VALLEY CONSTRUCTION
EMPLOYERS COUNCIL, INC.**

_____ and having principal offices at _____

Redacted by U.S. Treasury Department

Director of Association Services

Redacted by U.S. Treasury Department

Executive Director

**GENERAL TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS, LOCAL UNION #697,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA**

Redacted by U.S. Treasury Department

President

has read and is fully familiar with all of the terms of this Agreement by and between the Ohio Valley Construction Employers Council, Inc., (hereinafter called "Employer" or the "Association") and Local Union #697 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America dated July 1, 2014, agrees to adhere to and be bound by all the terms thereof, as well as revisions and amendments adopted pursuant thereto. The Employer agrees to accept the terms of the Trust Agreement, as amended, establishing the Health and Welfare, Apprenticeship, Pension, Project BEST and Construction Advancement Program funds of said Teamsters Local Union #697 and the employer designates as its representatives and trustees on said funds, the trustees selected by the above Association now serving or who may in the future serve as vacancies occur.

Employer

By

Employer

By

xc:

Ohio Valley Construction
Employers Council, Inc.
21 Armory Drive, Wheeling, WV 26003
(304)242-0520 - (740)282-3616

Inducted by U.S. Treasury Department

JUL 23 2014

CONSTRUCTION
DEPARTMENT

