

**AGREEMENT**

**BETWEEN**

**GENERAL TEAMSTERS  
LOCAL 326**



**AND**

**SHELLHORN & HILL, INC.**

**DRIVERS**

*August 1, 2014 – July 31, 2017*

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APPENDIX "A" OPERATIONAL PROCEDURES FOR TRUCK DRIVERS		

Notwithstanding any of the foregoing **2008-2013** National Master Freight Agreement and Supplements, this addendum overrides and supersedes any provision of the foregoing **2008-2013** National Master Freight Agreements and Supplements, which are inconsistent with this addendum. Included as part of this Agreement shall be the "Operational Procedures" for Petroleum Truck Drivers attached as Appendix "A".

## **ARTICLE 1.**

### **TERM OF AGREEMENT:**

The Terms of this Agreement shall become effective on **August 1, 2014** and shall continue through **July 31, 2017**.

## **ARTICLE 2.**

### **HOURS OF WORK AND OVERTIME:**

The pay period will be Monday through Sunday. The regular workweek will consist of five (5) consecutive days of eight (8) hours beginning on Monday, Tuesday or Sunday. If the workweek begins on Monday, then Saturday is to be time and one half and Sunday a double time day. If the workweek begins on Tuesday, then Sunday is a time and one half day. Sunday is a double time day whenever all seven (7) days in one pay period are worked; excluding the Sunday through Thursday shift.

All hours worked on a Holiday are to be at the double time rate plus the Holiday Pay. Except as otherwise stated above, time and one half for all hours in excess of eight (8) hours per day if the employee is scheduled to work eight (8) hours per day in a five (5) day workweek or ten (10) hour day in a four (4) day workweek. Additionally, if in the event the Employer implements a ten (10) hour, four (4) day workweek, it shall be bid according to seniority. It is understood that if a driver reports off any day or days in the workweek, he shall receive time and one half after forty (40) hours. If he is laid off for any day or days during the workweek he shall receive time and one half after eight (8) hours.

The Employer may additionally post a workweek consisting of five (5) days Sunday through Thursday. Not to exceed a maximum of two (2) drivers. Friday will be at time and one half and Saturday will be a double time day.

#### **Saturday Work**

Work will first be offered to those employees whose workweek begins on Tuesday. If additional work is available, it will then be offered in seniority order to the remaining employees.

#### **Sunday Work**

Work will first be available to those employees whose workweek begins on Sunday. If additional work is available, it will then be offered in seniority order to the remaining employees.

**ARTICLE 3.**

**WAGES**

8/1/2014

Petroleum Truck Hourly Full Rate: \$25.00

Effective date of ratification: Casual Drivers Hourly Rate: \$19.00

*Within two (2) weeks of the ratification of the Contract, each seniority status employee will receive a \$900.00 bonus.*

*Effective August 1, 2015 there shall be \$1.65 per hour increase in the Health & Welfare and/or the Pension fund and/or Hourly Wages as allocated by the Union.*

*Effective August 1, 2016 there shall be \$1.65 per hour increase in the health & welfare and/or the pension fund and/or Hourly Wages as allocated by the Union.*

(a). Probationary employees shall receive ninety percent (90%) of the drivers rate until they have fulfilled their probationary period of sixty (60) working days, at which time they shall receive one hundred percent (100%) of the drivers rate.

(b). Petroleum Trucks shall be defined as a tank truck, over 30,000 GVW, used for the delivery of petroleum products.

No other wage provisions or monetary benefits in the National Master Freight Agreement are to be part of this Agreement.

The truck shall leave the yard and be en route to a delivery or loading terminal no more than thirty (30) minutes after the employee has punched in for the day or he/she will be subject to the Uniform Rules & Regulations, Conduct, Section (c) 7.

Employee shall punch out at the end of the shift no more than ten (10) minutes after the truck has been parked.

**ARTICLE 4.**

**SUB-CONTRACTING:**

The Employer shall have the right to employ outside sources for the delivery of its petroleum products by trucks, occasioned by the operating needs, provided that all regular and seasonal employees are given work opportunity. Under emergency situations the Company has the right to deliver by any means necessary, to the customer , an un-metered amount determined by the Company as has been practiced in the past.

**ARTICLE 5.**

**EXTRA WORK:**

An employee who is called into work, or who starts work on any day, shall be paid a minimum of eight (8) hours. On a non-scheduled day the eight (8) hour guarantee may be mutually waived between the employee and the Employer. On some occasions the Employer is only in need of a partial day. Drivers, in seniority order, may bid this extra work. However, if an employee is forced to work on a non-scheduled day, he will be guaranteed eight (8) hours pay.

If the driver completes assigned work in fewer hours than the scheduled shift, they are to notify dispatch that they need more work. If they notify dispatch and dispatch does not provide them with additional work then they will be paid the full shift hours.

The driver may not slow down production to "make" the work last for the shift. This type of activity will be subject to disciplinary action as per Article 45 of the National Master Freight Agreement.

In accordance with the National Master Freight Agreement's "FAIR DAYS WORK FOR A FAIR DAYS PAY" clause, the Company agrees to, if necessary, ride with a driver for three (3) consecutive days. The average of the three days will be considered as a Fair Days Work.

**ARTICLE 6.**

**FOUL WEATHER GEAR:**

A new rain coat, rain boots and pants will be purchased each September by the Company for all year-round drivers and less often as needed for seasonal employees.

**ARTICLE 7.**

**HOLIDAYS:**

Seniority employees shall be entitled to the following Holidays:

New Years Day	Memorial Day
Fourth of July	Labor Day
Christmas	Thanksgiving Day

Four (4) Personal Days

Two (2) Sick Days

The Four (4) Personal Days and Two (2) Sick Days shall be used when requested by the employee only. It is not a Company option to pay when an employee has not requested.

Personal Days will require forty-eight (48) hour notice to the Employer. Sick Days will require a two (2) hour notice prior to his shift.

When a Holiday specified above occurs on a Sunday, the Monday following shall be observed as the Holiday or when a Holiday occurs on a Saturday, the Friday preceding shall be observed as the Holiday, with the exception of Christmas and New Years. Christmas and New Years will be extended as a float day to be taken at a Company approved time.

In order to qualify for eight (8) hours, or ten (10) hours if applicable, of straight time pay for Holidays not worked, it is provided that the employee must work the regular scheduled workday which immediately precedes and follows the Holiday unless the absence is mutually agreed to.

**ARTICLE 8.**

**VACATION:**

***Vacations shall be paid in accordance with Article 53 of the 2008-2013 National Master Freight Agreement.***

Payments will be made at the pay period preceding the scheduled vacation. The amount of vacation depends on the length of continuous service as follows:

One (1) year but less than two (2)	One (1) week
Two (2) years but less than five (5)	Two (2) weeks
Five (5) years but less than ten (10)	Three (3) weeks
Ten (10) years but less than twenty-five (25)	Four (4) weeks
Twenty Five (25) or more	Five (5) weeks

All vacations may be taken one (1) week at a time. One (1) week of vacation may be taken one (1) day at a time.

Unused vacation and/or personal days and/or sick days will be paid to the employee at the end of his seniority date.

All vacations will run from seniority date to seniority date.

**ARTICLE 9.**

**RUBBER GLOVES:**

The Company will supply, when needed (with a maximum of two (2) pair a month), gloves to the drivers. The worn pairs are to be exchanged for the new pair.

**ARTICLE 10.**

**CASH:**

Drivers will collect checks and/or cash as requested by the Company. The Company will take care as to not have drivers picking up cash in the evening if possible. The Company agrees to provide safes in vehicles for cash.

**ARTICLE 11.**

**BURNER START-UPS:**

Drivers will be required to start heaters by reset button or bleed plug when requested to do so. The Company accepts the responsibility of training the drivers to do this work, but does not expect the driver to make repairs if burner does not start in the procedure they are trained in.

**ARTICLE 12.**

**UNIFORMS:**

To remain the same as past practice and per the 2008-2013 National Master Freight Agreement.

**ARTICLE 13.**

**TRUCKS:**

Trucks to be manned by one (1) driver unless the Company decides otherwise, as been the practice.

**ARTICLE 14.**

**HEALTH & WELFARE AND PENSION**

Unless otherwise noted in this Agreement, The Company will maintain current Teamsters Health & Welfare and Pension Plan for the duration of the current Labor Agreement under the Guidelines of the 2008-2013 National Master Freight Agreement.

**Guaranteed Eligibility For Employees On The Seniority List:**  
***Effective November 1, 2014:***

- (1) Upon proof of an employee's claim being rejected, and such employee worked during the same month in which the claim occurred, it is understood that the Company shall be required to pay to the Teamsters Health & Welfare Fund of Philadelphia and Vicinity, such daily contributions as are required to make the employee eligible for that month under the terms and amounts set forth therein. **Once an employee has become eligible for one month under this section, the following shall apply:*****
- (2) In addition to the payments noted in paragraph (1) above by the Employer into the Teamsters Health & Welfare Fund under the the Employer will make payment into the said Fund on behalf of any regular, non-probationary employee who does not qualify for benefits because of lack of sufficient contribution, in the event such employee makes application and is otherwise eligible for such contributions in any month when he/she doesn't work.***
- (3) This additional payment will be made only for those employees who have been on the Employer's seniority list for at least one (1) year. The total number of additional day's contributions shall not exceed thirty-eight (38) days in any calendar year for any employee. For purposes of this calculation, a day's contribution is an amount equal to eight (8) times the hourly Health & Welfare contribution rate as set forth herein.***

**Health & Welfare Hourly Contribution Rates:**

**Effective August 1<sup>st</sup>, 2014** the Employer shall contribute into the Teamsters Health & Welfare Fund the sum of **(\$7.8475) per hour** for each hour worked or compensated for employees pursuant to the terms of the **2008-2013 National Master Freight Agreement** as noted below.

**Effective August 1<sup>st</sup>, 2015, under the provisions of Article (3) the hourly contribution rate by the Employer shall be increased in such amounts as the Fund Trustees may determine to maintain the benefit programs at the levels in effect as of the date of the contribution increase not to exceed (10%) of the hourly contribution rate in effect as of August 1<sup>st</sup>, 2014.**

**Effective August 1<sup>st</sup>, 2016, under the provisions of Article (3) the hourly contribution rate by the Employer shall be increased in such amounts as the Fund Trustees may determine to maintain the benefit programs at the levels in effect as of the date of the contribution increase not to exceed (10%) of the hourly contribution rate in effect as of August 1<sup>st</sup>, 2015.**

**Pension Hourly Contribution Rates:**

Effective **August 1<sup>st</sup>, 2014**, the Employer shall contribute into the Teamsters Pension Fund the sum of **(\$8.795) per hour** for each hour worked or compensated **for employees on the seniority list** pursuant to the terms of the **2008-2013 National Master Freight Agreement** as noted below.

**Effective August 1<sup>st</sup>, 2015 under the provisions of Article (3), the hourly contribution rate shall increase by (5%) to (\$9.235) per hour.**

**Effective August 1<sup>st</sup>, 2016, under the provisions of Article (3), the hourly contribution rate shall increase by (5%) to (\$9.6975) per hour**

**ARTICLE 15.**

**FUEL OIL:**

Fuel Oil will be sold to employees for a price of five cents (\$.05) per gallon over wholesale.

**ARTICLE 16.**

**TRUCK MAINTENANCE:**

Drivers are responsible for maintaining proper fluid levels, tire pressure and keeping cab compartment clean on the truck they have been assigned (by bid) for that day.

**ARTICLE 17.**

**COLLECTIONS**

Drivers are responsible for collecting payment, making payment, or paying for oil or gas to be pumped out on mis-deliveries, as practiced in the past.

(a) When a possible mis-delivery has occurred, a full investigation will be conducted. If the parties cannot work the difference out, this matter may be processed through the grievance procedure.

(b) Any meter malfunction must be reported to dispatch immediately.

In Order for the Company and the Union to alleviate problems caused by mis-deliveries, the following is hereby agreed to:

1. If there is any question, or doubt, as to the exact location of a delivery, the driver shall contact the Company for precise instructions, before the delivery is made, and the Company shall keep a written record of those instructions.

2. The written copy of the exact instructions shall be supplied to that driver within forty-eight (48) hours. The driver shall challenge any inaccuracy in the written instructions, with the Shop Steward present, within forty-eight hours.
3. If in the event a mis-delivery occurs, The Company shall notify the driver and the Steward in writing, within forty-eight (48) hours of discovery of such mis-delivery.
4. The mis-delivery notice to the driver shall consist of the name, address and telephone number, if known, of the party who received the mis-delivery, in addition to the name, address and telephone number, if known, of the party where the delivery was to be made.
5. Drivers are responsible for collecting payment, making payment for the oil or gas mis-delivered, or paying for the oil or gas to be pumped out on mis-deliveries when it is determined, through the grievance procedure, that the driver failed to follow the instructions listed above.
6. If it is determined that the driver is at fault for a mis-delivery or failure to collect payment, a payment plan will be worked out. The first payment shall be made the Thursday following the determination of the mis-delivery or failure to collect payment. The payment plan shall not exceed ninety (90) days from inception. If, for some reason, the employee does not abide by the agreed payment arrangements, the employee shall be subject to the Uniform Rules and Regulations as outlined in the National Master Freight Agreement Section C-5.
7. A mis-delivery Escrow Account will be established by the Company in the event a mis-delivery occurs. Employees may or not elect to deposit monies into the Escrow Account. Monies will be deducted from the employees weekly pay at an amount specified by the employee. No monies will be deducted until the employee has had the opportunity to either recoup the money from the location or the opportunity to have the product pumped out. If no mis-deliveries occur, the employee may request reimbursement on June 30<sup>th</sup> or maintain his account.

#### **ARTICLE 18.**

##### **WRONG PRODUCT LOADING:**

Driver is responsible for loading the proper product.

#### **ARTICLE 19.**

##### **WEEKLY BIDS:**

Starting times, Equipment and Area Preference will be bid each Friday by seniority for the following week. The bid posting shall include a general description of the territory covered and the number of deliveries. The bid sheet will be made available on each Friday and will be bid in seniority order. The employees, in seniority order, shall be awarded the bid of their choice.

Additional stops added will not require a re-bid unless the stop(s) was accepted prior to the beginning of the bid process and the Company neglected to add to the bid after the process began. If the customer's call came in after the bid process was made, but prior to the drivers leaving the premises, the Company could add to the load without a requirement to re-bid to the driver closest to the call as has been the practice.

#### **ARTICLE 20.**

##### **PRE-TRIP AND POST-TRIP:**

Each driver will perform a pre-trip and a post-trip inspection and will immediately inform the Company of any D.O.T. violations, mechanical failures or hazardous conditions.

#### **ARTICLE 21.**

##### **BREAKS:**

All Company approved breaks shall not be taken in the first or last hour of the shift. However, employees, at their discretion, may take breaks at the end of their shift.

#### **ARTICLE 22.**

##### **LAY-OFF AND RECALL:**

- (a) LAYOFF: In case of layoff and recall due to lack of work, employees shall be laid off in reverse order of seniority. Written notice of layoff and recall shall be given to the Steward and the Local Union by the end of the day of any layoff or recall. This entire provision shall apply to day to day situations as well as layoffs of a longer duration.
- (b) CALL FOR MEN: If any employee is not working for any reason on any work day, it shall be the employee's responsibility to contact the Employer, by phone before 5:00 P.M. on the day he is not working for scheduling instructions for the next day. Provided, however, if an employee is not afforded work opportunity for five (5) consecutive days, the employee's obligation to contact the Company shall be suspended and it shall then be the obligation of the Company to notify the employee when work is available.
- (c) RECALL FROM LAYOFF: The recall procedure shall be the reverse of the layoff procedure. When work increases, employees laid off shall be notified to report in order of seniority. An employee who has been laid off more than five (5) days shall be mailed a notice of recall to his last known address by certified or registered mail or by telegram with verification of delivery at least one (1) week prior to his reporting date. The employee shall notify the Employer within one (1) week of the date the recall letter was sent, unless a different reporting time is or has been mutually agreed to between the employee, the Employer and the Local Union.

Additionally, the Company, in the presence of the Steward, will attempt to notify the employee by telephone of a recall. It shall be the employees responsibility to have the correct phone number on file. In the event that an employee fails to comply with the aforementioned provisions, he shall lose all seniority benefits and rights specified herein.

**ARTICLE 23.**

**SANITARY CONDITIONS:**

The Employer agrees to provide and maintain a clean and sanitary washroom having hot and cold running water with toilet facilities.

**ARTICLE 24.**

**D.R.I.V.E.**

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 paycheck on a weekly basis for all weeks worked. The phrase "all 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 (1) 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 for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

TEAMSTERS LOCAL UNION NO. 326

Paul A. [Signature]  
NAME

SECRETARY / TREASURER  
TITLE

3/6/2015  
DATE

SHELLHORN & HILL, INC.

[Signature]  
NAME

Proc  
TITLE

3-18-15  
DATE