

AGREEMENT
BETWEEN:

Transervice Logistics Inc.,
Liquid Transport Division

and



GENERAL TEAMSTERS
LOCAL UNION NO. 326,
affiliated with the
International Brotherhood of Teamsters

October 1, 2013 through September 30, 2018

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION, UNION SHOP AND CHECKOFF	1
ARTICLE 2	TRANSFER OF COMPANY TITLE OR INTEREST	3
ARTICLE 3	MANAGEMENT RIGHTS	4
ARTICLE 4	JOB STEWARDS	5
ARTICLE 5	PROTECTION OF RIGHTS	6
ARTICLE 6	MAINTENANCE OF STANDARDS	6
ARTICLE 7	WORK ASSIGNMENTS	6
ARTICLE 8	COMPENSATION CLAIMS	7
ARTICLE 9	LOSS OR DAMAGE	7
ARTICLE 10	UNIFORMS	7
ARTICLE 11	EXAMINATION AND IDENTIFICATION FEES	8
ARTICLE 12	MILITARY CLAUSE.....	9
ARTICLE 13	POSTING OF AGREEMENTS AND NOTICES	9
ARTICLE 14	UNION ACTIVITIES	9
ARTICLE 15	INSPECTION PRIVILEGES & EMPLOYER IDENTIFICATION.....	9
ARTICLE 16	ABSENCE	10
ARTICLE 17	NON-DISCRIMINATION.....	10
ARTICLE 18	SEPARABILITY & SAVINGS CLAUSE	11
ARTICLE 19	EQUIPMENT & SAFETY	11
ARTICLE 20	SEPARATION OF EMPLOYMENT	13
ARTICLE 21	TIME RECORDS KEEPING SYSTEM	13
ARTICLE 22	JURISDICTIONAL DISPUTES	13
ARTICLE 23	SUBCONTRACTING.....	13
ARTICLE 24	EMPLOYEE BAIL, SUSPENSION OR REVOCATION OF LICENSE ...	14
ARTICLE 25	SENIORITY	14
ARTICLE 26	GRIEVANCE MACHINERY	18
ARTICLE 27	DISCHARGE OR SUSPENSION	21
ARTICLE 28	FUNERAL LEAVE	22
ARTICLE 29	JURY DUTY	22
ARTICLE 30	SICK LEAVE	23
ARTICLE 31	SAFETY & HEALTH	23
ARTICLE 32	SUPERVISORY PERSONNEL	23
ARTICLE 33	MEAL PERIOD & ALLOWANCE	24
ARTICLE 34	SAFETY VIOLATIONS	24
ARTICLE 35	PAY PERIOD.....	24
ARTICLE 36	PAID FOR TIME	25
ARTICLE 37	WORK WEEK.....	25
ARTICLE 38	NEW CLASSIFICATIONS	27
ARTICLE 39	VACATIONS.....	27
ARTICLE 40	HOLIDAYS	29
ARTICLE 41	HEALTH & WELFARE & LIFE INSURANCE.....	31
ARTICLE 42	PENSION	32
ARTICLE 43	NO STRIKE, NO LOCKOUT	34
ARTICLE 44	SCOPE OF AGREEMENT	34
ARTICLE 45	NON-SMOKING POLICY	35
ARTICLE 46	CELL PHONE.....	35
ARTICLE 47	DURATION.....	35

**AGREEMENT
PARTIES TO THE AGREEMENT**

THIS AGREEMENT made and entered into as of the 1st day of October, 2013, between Transervice Logistics Inc., Liquid Transport Division (hereinafter called the "Employer") and GENERAL TEAMSTERS LOCAL UNION NO. 326, (hereinafter called the "Union"), affiliated with the International Brotherhood of Teamsters.

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECKOFF**

- 1.1 Recognition. The Employer recognizes and acknowledges that General Teamsters Local Union No. 326, affiliated with the Eastern Conference of Teamsters, and the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), is the exclusive bargaining representative of all Employees at Wrangle Hill Road, Delaware City, DE, excluding the following: Administration, supervisory, confidential Employees, professional Employees, watchman and guards.
- 1.2 The Union recognizes the Company's right to manage its operations effectively and efficiently in the interest of all concerned.
- 1.3 Whenever the terms "Employee" or "Employees" are used herein, they shall apply only to an Employee or Employees covered by this Agreement.
- 1.4 The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union.
- 1.5 Neither the Company, the Union, nor any Employee will interfere with, restrain or discriminate against any other Employee or coerce any Employee because of membership or non-membership in the Union.
- 1.6 Union Shop. All present Employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the latter, 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 latter.

An Employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union certifying that membership has been, and is continuing to be offered to such Employee on the same basis as all other members and further, that the Employee has had notice and opportunity to make all dues or initiation fee payments. 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.

- 1.7 Hiring. When the Employer needs additional Employees, Employer shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. Violations of this subsection shall be subject to the grievance procedure.
- 1.8 State Law. 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 be first met.
- 1.9 1.9 Agency Shop. If any agency shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:
- a. Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Local Union as they see fit. Neither party shall exert any pressure on or discriminate against, any Employee as regards such matters.
 - b. Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all Employees in the bargaining unit fairly and equally, without regard to whether or not an Employee is a member of the Local Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Local Union and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the Employees in the bargaining unit. Accordingly, it is fair that each Employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
 - c. In accordance with the policy set forth under sub-paragraphs (a) and (b) of this Section, all Employees shall, as a condition of continued employment, pay to the Local Union the Employee's exclusive collective bargaining representative, an amount equal to that paid by other Employees in the bargaining unit who are members of the Local Union which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees and its regular and usual dues. For present Employees, such payments shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new Employees, the payment shall start thirty-one (31) days following the date of employment.
- 1.10 Checkoff. The Employer agrees to deduct from the pay of all Employees covered by this Agreement; the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees or uniform assessments owed and to be

deducted for such month from the pay of such member and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Local Union in one 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. Checkoff shall be on a monthly or quarterly basis at the option of the Union.

When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from an appropriate Local Union, Employer shall remit same no later than thirty (30) days from the date such deduction was made and in the event Employer fails to do so, Employer shall be assessed ten percent (10%) liquidated damages.

Where an Employee who is on checkoff is not on the payroll during the week in 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 and/or the Employer to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Local Union or to such other organizations as the Union may request. 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. In the event that the Employer has been determined to be in violation of this Article, and if the Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon delivery thereof. Errors or inadvertent omissions relating to individual Employees shall not constitute a violation.

- 1.11 DRIVE Authorization and Deduction. 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 the 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 deduction plan.

ARTICLE 2 TRANSFER OF COMPANY TITLE OR INTEREST

- 2.1 This Agreement and any Supplements or Riders hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators and assigns. In the event an entire operation, or portion thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation or use of such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual run or runs, or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement shall prevail. It is understood by this Section that the Employer shall not sell, lease or transfer such run or runs, or rights only to a third party to evade this Agreement.

Obligations of the Agreement: In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the Employees covered for all damages sustained as a result of such failure to require the assumption of the terms and conditions 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 the Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction not including financial details.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The management of the Employer's business and all properties and the direction of the working force, including the right to promulgate and maintain reasonable rules and regulations; to promote, transfer, hire, suspend, layoff, discipline or discharge for just cause, including but not limited to violation of its rules and regulations; to increase or decrease the working force; to determine the products to be handled and method of handling same, and the equipment to be used in connection therewith; to schedule runs and to determine the methods, schedules and hours of work, and process and means of distribution and the handling of same; and to shutdown any operation in whole or in part that is uneconomically feasible and to subcontract any work that does not displace bargaining unit personnel, are vested exclusively in the Employer. Provided, however, that the above shall not conflict with the provisions of this Agreement.
- 3.2 The Union, its members and the Employer agree at all times as fully as it may be within their power to further their mutual interest.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of Employees working under this Agreement are best protected through efficient and productive operations of the Employer. The Employer may establish reasonable work standards, which shall take into account all factors relating to the work assignment, run, terminal and territorial operational conditions, subject to agreement and approval with the Local Union.

ARTICLE 4
JOB STEWARDS

- 4.1 The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
- a. The investigation and presentation of grievances with his/her Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
 - b. The collection of dues when authorized by appropriate Local Union action;
 - c. The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information;
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union.

The Employer recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward or his/her designated alternate has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The Job Steward or his/her designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company property without interruption of the Employer's operation by calling group meetings, and where mutually agreed to by the Local Union and Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances by the Job Steward's or his/her designated alternate's shall be paid at the applicable hourly straight time or premium rate for the day in question. These hours shall not be considered working hours in computing daily and/or weekly overtime.

Job Stewards shall be entitled to attend all contract negotiations and be compensated for all hours involved, to a maximum of eight (8) hours per day.

ARTICLE 5
PROTECTION OF RIGHTS

- 5.1 Picket Lines. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, nor shall such Employee be permanently replaced in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business.
- 5.2 Struck Goods. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any Employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose Employees are on strike, and which service, but for such strike, would be performed by Employees of the Employer or person on strike.

ARTICLE 6
MAINTENANCE OF STANDARDS

- 6.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials, general working conditions and bonuses shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 6.2 The Employer agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 7
WORK ASSIGNMENTS

- 7.1 The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their Employees or persons other than the Employees in the bargaining units here involved to perform work which is recognized as the work of the Employees in said units. This is not to interfere with bona fide contracts with bona fide Unions.
- 7.2 If there are outsiders to be loaded, bargaining unit employees may be required to perform such loading if they are on site. If there is more then one driver on site, the most senior man on duty shall have the first right to refuse to do the loading, however junior men must perform work. If a driver is in position, or on the scale at the time that there is an outsider to be loaded, he/she must load the outsider's trailer. If there is more than one outsider to be loaded, the driver in position shall load both.

ARTICLE 8
COMPENSATION CLAIMS

- 8.1 The Employer agrees to cooperate toward the prompt disposition of Employee on-the-job injury claims. The Employer shall provide Worker's Compensation protection for all Employees even though not required by State Law or the equivalent thereof if the injury arose out of or in the course of employment.

An Employee who is injured on-the-job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An Employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his/her regular scheduled working hours shall receive his/her regular hourly rate of pay for such time.

In the event that an Employee sustains an occupational illness or injury while on a run away from his/her home terminal, the Employer shall provide transportation to his/her home terminal if and when directed by a doctor.

The Employer agrees to provide any Employee injured locally transportation at the time of injury from the job to the medical facility and return to the job, or his/her home if required.

The Union and the Company reserve the right to negotiate a modified work program subject to State and Federal Laws. Both parties must agree to the terms and conditions of such program. The terms and conditions of such agreement must be reduced to writing and signed prior to its implementation.

In the event of a fatality, arising in the course of employment while away from the home terminal, the Employer shall return the deceased to his/her home at the point of domicile.

ARTICLE 9
LOSS OR DAMAGE

- 9.1 Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment or product under any circumstances. No deduction of any kind shall be made without a hearing with the Local Union.

ARTICLE 10
UNIFORMS

- 10.1 The Employer agrees that if any Employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and repaired or replaced as necessary by the Employer, free of charge, at the standard required by the Employer.

The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by Company insurance or Worker's Compensation which are destroyed or damaged in a wreck or fire with Company equipment. However, if the driver is proven to be at fault for such accident, the company will not be liable for the cost of replacing the items noted above.

The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

ARTICLE 11 EXAMINATION AND IDENTIFICATION FEES

11.1 Examinations.

- (a) Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all Employees, provided, however, the Employer shall pay for such examinations. Casuals shall be reimbursed for costs of physical examination ordered by an Employer, upon being employed and/or working for such Employer. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other Employees only for time spent at the place of examination or examinations where the time spent by the Employee exceeds three (3) hours, and in that case, only for those hours in excess of said three (3) hours. Examinations are to be taken at the Employee's home domicile and are not to exceed one in any one year unless the Employee has suffered serious injury or illness within the year or has a recent pattern of leaving work or failing to report for work due to illness, or unless mutually agreed to by the Union and the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer for all time involved.
- (b) The Employer reserves the right to select its own medical examiner or physician, and the Union may if it believes an injustice has been done to an Employee, have said Employee re-examined at the Union's expense.
- (c) If the two (2) physicians disagree as to the Employee's physical or mental condition, such two (2) physicians shall mutually select a third (3rd) impartial physician within seven (7) days whose opinion shall be final and binding on the Company, the Union and the Employee. Such third (3rd) impartial physician shall be required to physically examine the Employee and all of the Employee's previous relevant medical records and history, including the findings of the first two (2) physicians, and based upon such examination, to give his/her opinion as to whether or not the Employee is physically or mentally capable of performing work. Neither the Company, the Union, nor the Employee will attempt to circumvent the decision. Disputes concerning back pay shall be subject to the grievance procedure. The expense of the third (3rd) physician shall be the responsibility of the losing party.

11.2 Polygraph. No Employee shall be required to take any form of lie detector test as a condition of employment.

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

ARTICLE 12
MILITARY CLAUSE

- 12.1 Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Unemployment Rights Act of 1994 as amended, shall be granted all rights and privileges provided by the Act.

The Employer shall pay the Health and Welfare and Pension Fund Contributions on Employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his/her credits or coverage for Health and Welfare and Pensions.

ARTICLE 13
POSTING OF AGREEMENTS AND NOTICES

- 13.1 Union Bulletin Boards. The Employer agrees to provide suitable space for the Union bulletin board in the terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 14
UNION ACTIVITIES

- 14.1 Any Employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any Employee because of Union membership or activities.

ARTICLE 15
INSPECTION PRIVILEGES AND EMPLOYER IDENTIFICATION

- 15.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, there is no interruption of the firm's working schedule.

Company representatives, if not known to the Employee, shall identify themselves to Employees prior to taking disciplinary action.

Safety or other Company management shall show identification when stopping Company equipment.

ARTICLE 16
ABSENCE

- 16.1 Leave of Absence. Any Employee desiring a leave of absence from his/her employment without discrimination or loss of seniority rights and without pay shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for the same must be secured from both the Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Employees will be granted time off in accordance with Federal Family Leave Act of 1993.

- 16.2 Drug & Alcohol Abuse. The parties agree that the Employer's Drug & Alcohol Policy, is incorporated into this Agreement by reference.
- 16.3 Time Off For Union Activities. The Employer agrees to grant the necessary and reasonable 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 as an officer, business agent or organizer provided forty-eight (48) hours written notice is given to the Employer by the Union specifying the approximate length of time he/she may be off. The Union agrees in making its request for time off for Union activities that due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available Employees.
- 16.4 Time off during any leave of absence shall be included in the total length of service for determining the number of weeks of vacation which an Employee shall receive but this time off shall not be counted as days worked for purposes of qualifying for a vacation or a holiday.

ARTICLE 17
NON-DISCRIMINATION

- 17.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, handicap, sex, national origin or age (over 40), nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, handicap, sex, national origin or age (over 40) or engage in any other discriminatory acts prohibited by law.

Both the Union and the Company shall take all actions necessary to comply with the Americans with Disabilities Act.

ARTICLE 18
SEPARABILITY AND SAVINGS CLAUSE

- 18.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any and all Supplements or Riders thereto, or application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 18.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

ARTICLE 19
EQUIPMENT AND SAFETY

- 19.1 Safe Equipment. The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition, including but not limited to acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified. All equipment which, is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that, it cannot be used by other drivers, until maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same. Unjustified is defined as: The company can prove that there was no safety or legal violation and the driver was fully aware of this knowledge prior to his or her refusal. Violations of this article may be subject to discipline.
- 19.2 Dangerous Conditions. Under no circumstances will an Employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

The term "dangerous conditions of work" does not relate to the type of cargo, which is hauled or handled.

- 19.3 Accident Reports. Any Employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the Employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The Employee shall receive a copy of the accident report that he/she submits to his/her Employer. Failure to comply with this provision shall subject such Employee to disciplinary action by the Employer, up to and including discharge.
- 19.4 Equipment Reports. Employees shall immediately, or at the end of their shift, report all defects of equipment.
- a. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employee and one copy to be made available for inspection by the next driver operating such unit subject to agreement between the Employer and the Union. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical departments.
 - b. When the occasion arises where an Employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Employer.
- 19.5 Qualification on Equipment. If the Employer requests a regular Employee to qualify on equipment requiring a special license or in the event an Employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his/her Employer, the Employer shall allow such regular Employee the use of the equipment in order to take the examination. An employee unable to successfully pass the DOT commercial driver's license "CDL" examination will be allowed to take an unpaid leave of absence for a period not to exceed twelve (12) months provided the employee makes a bonafide effort to pass the test each time the opportunity presents itself.
- 19.6 Equipment Requirements.
- (a) All tractors must be equipped as necessary to allow the driver to safely enter and exit the cab, hook and unhook the air hoses.
 - (b) The Employer shall install heaters and defrosters on all trucks and tractors.
 - (c) All new road equipment regularly assigned to the fleet shall be equipped with air-ride seats on the driver's side, and such seat shall be maintained in a reasonable operating condition.
 - (d) Tractors added to the fleet and assigned to road operations on a regular basis, whether newly manufactured or not newly manufactured, shall be air-conditioned.
 - (e) When the Employer weighs a trailer, the over-the-road driver shall be furnished the resulting weight information along with his/her driver's orders.
 - (f) All Company trailers shall be marked for height.
 - (g) Road equipment shall have either a speedometer or tachometer in proper working order.

ARTICLE 20
SEPARATION OF EMPLOYMENT

- 20.1 Upon discharge the Employer shall pay all money due to the Employee on the payday in the week following such discharge. Failure to do so shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay. If the Employee resigns, the Employer shall pay all money due to the Employee on the payday in the week following such resignation.

ARTICLE 21
TIME RECORDS KEEPING SYSTEM

- 21.1 The Employer shall provide and require the Employee to keep a time record keeping system showing the arrival and departure at terminal and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip. The Employer at its place of business shall maintain a daily start time record.

ARTICLE 22
JURISDICTIONAL DISPUTES

- 22.1 In the event that any dispute should arise between parties to this Agreement and any other Union relating to jurisdiction over Employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union Tribunals, which have the authority to determine such dispute.

ARTICLE 23
SUBCONTRACTING

- 23.1 For the purpose of preserving work and job opportunities for the Employees of the Employer, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit by the Employer, will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Employer.
- 23.2 It is understood that in the event production at the Delaware City plant is curtailed, the Employer may serve customers in the Delaware City delivery area from other sources.

ARTICLE 24
EMPLOYEE BAIL, SUSPENSION OR REVOCATION OF LICENSE

- 24.1 Employee Bail. Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any Employee forced to spend time in jail or in courts shall be compensated at his/her regular rate of pay. In addition, he/she shall be entitled to reimbursement for his/her meals, transportation, court costs, etc. Provided, however, that faithful discharge of duties shall in no event include compliance with any order involving commission of a felony. In case an Employee shall be subpoenaed as a Company witness, he/she shall be reimbursed for all time lost and expenses incurred.
- 24.2 Suspension or Revocation of License. In the event an Employee receives a traffic citation for a moving violation, which would contribute to a suspension or revocation or suffers a suspension or revocation of his/her right to drive the Employer's equipment for any reason, he/she must promptly notify his/her Employer prior to the start of his/her next tour of duty. The notification must be put in writing. Failure to comply will subject the Employee to disciplinary action up to and including discharge. If such suspension or revocation comes as a result of his/her complying with his/her Employer's instruction, which results in a succession of size and weight penalties or because he/she complied with his/her Employer's instruction to drive Company equipment which is in violation of D.O.T. regulations relating to equipment, or because the Employer's equipment did not have either a speedometer or a tachometer in proper working order and if the Employee has notified the Employer of the citation for such violation as above mentioned, the Employer shall provide employment to such Employee at not less than his/her normal regular earnings at the time of such suspension for the entire period thereof.

UNLESS NOTED OTHERWISE ABOVE: An employee failing or unable to return to work as a result of such suspension or revocation of the right to drive the employers equipment, shall be allowed to retain seniority for a period not to exceed the term of suspension plus thirty (30) days with a maximum of one (1) year. Failure of employee to successfully reinstate his driving privileges during this period of time shall result in the termination of his/her seniority.

ARTICLE 25
SENIORITY

- 25.1 Seniority rights for Employees shall prevail.
- a. Regular Employee -- An Employee who has obtained seniority with the Employer.
 - b. Probationary Employee -- An Employee shall be a probationary Employee until he/she has worked for the Employer for ninety (90) calendar days. After he/she has worked such period, an Employee shall gain seniority status and his/her seniority date on the seniority list shall revert to the first day of his/her ninety (90) day qualification period. No Employer shall be permitted to deprive a qualified Employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified Employee when work is available. During the ninety (90) day period, the Employee shall work under the provisions of this Agreement and shall be employed only on a trial basis during which period he/she may be terminated without recourse.

- c. The probationary period shall not be used to avoid hiring additional regular Employees. The Employer shall not utilize an Employee who has failed to qualify for regular employment for a period of six (6) months following the close of his/her initial probationary period. If such probationary Employee has worked at least sixteen (16) days during his/her probationary period and the Employer uses such Employee within a six (6) month period of the date of notice to the Union said Employee shall be considered as a regular Employee and shall attain seniority as of the date he/she is recalled unless such Employee is sent from the Union's hiring hall. If a probationary or casual Employee has worked sixteen (16) or more days during the probationary period and the Employer works such Employee within six (6) months from the date of his/her last employment, the days worked during the initial probationary period shall be counted toward the ninety (90) working days required to gain regular status. The Employer shall notify the Local Union when a probationary Employee is determined unqualified for regular employment.
- d. A casual Employee is one who is not on the regular seniority list and may be used to replace regular Employees who are off due to illness or injury (such illness or injury of less than three months duration), or any other paid-for time (i.e., vacation, jury duty, sick leave, funeral leave). No casual Employee shall be used to deprive a probationary Employee of work opportunity during his/her probationary period regardless of reason. The probationary Employee must be used first. Once a casual Employee has been worked at least thirty (30) days he/she will be given first opportunity when there is a need for an additional Employee. The casual Employee will be paid eighty-five percent (85%) of the applicable hourly rate when worked. When on a mileage trip, the casual Employee will be paid the full mileage rate.

25.2 a. Seniority shall be terminated only by:

- 1. Discharge.
 - 2. Voluntary quit/resignation (willful).
 - 3. Three-year layoff.
 - 4. Failure to respond to notice of recall as set forth herein.
 - 5. Failure to attain or comply with leave of absence provisions as set forth herein.
 - 6. Receipt of first check from the Pension Fund for normal or early retirement. This clause shall not apply to disability retirement.
- b. Within thirty (30) days after signing this Agreement, and at least annually thereafter, the Employer shall post in a conspicuous place at the Employee's home terminal, and shall mail to the Union, a list of the regular Employees covered by this Agreement arranged according to their seniority. Protest to any Employee's seniority date or position on such list must be made, in writing, to the Employer within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest, which is timely made may be submitted to the Grievance Procedure.

- c. Any Employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence for the purpose of determining his/her place on the seniority list. However, upon being able to return to work, he/she shall immediately inform the Employer of his/her return date.
- d. In the event of recall, a laid-off Employee shall be given two (2) weeks' notice of recall if gainfully employed or one week's notice if not gainfully employed or is collecting unemployment benefits. Such notice shall be mailed to Employee's last known address by registered or certified mail or telegram with verification of delivery. The Employee must notify the Employer within three (3) days (excluding Saturdays, Sundays, or holidays) after receipt thereof as to whether or not he/she intends to report for work, and must actually report for work within the specified time. In the event the Employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.
- e. One steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward duties as steward and as permitted by applicable law.
- f. Any regular Employee who has an established starting time and who is eligible for work by the Employer and/or having acquired seniority shall not work for any other Employer without prior approval of his/her own Employer, and if so found to be working, shall first be given a warning notice and shall be discharged for the second offense.

Employees who do not have an established starting time shall make themselves available to the Employer each day before accepting employment elsewhere. The Union and the Employer shall establish procedures as to how and at what time each day non-starting time Employees shall be told if there is work available for them that day. A copy of such procedure shall be mailed to the Local Union. Failure to agree to such procedure shall be submitted to the grievance machinery.

- g. Terminal seniority, as measured by length of service at such terminal, shall prevail, excepting in those instances where the Employer and the Union agree to the contrary.

25.3 Starting Times.

1. Start Times for the day shift shall be between the hours of 4:00 a.m. and 8:00 a.m.; Start Times for the night shift shall be between the hours of 4:00 p.m. and 8:00 p.m., Management reserves the right to adjust start times on an as required basis within the window period.
2. The emergency load or work assignment available and dispatched prior to 2:00 p.m., will first be offered to the day shift drivers in seniority order, providing they have the hours available to perform the work. Once the above method is exhausted, the emergency load or work assignment prior to 2:00 p.m. will be offered to the employees in seniority order who are not scheduled to be dispatched that day, providing they have the available hours to complete the run and equipment is

available. Loads available and dispatched after 2:00 p.m. will be offered in the same manner to the night shift.

- a. All regular runs, positions, starting times, classifications and shifts are subject to seniority and shall be posted for bids. Posting shall be in a conspicuous place so that all eligible Employees will receive notice of the vacancy, run or position open for bid, and such posting of bids shall be made not more than once each month. (to take effect on the first Sunday of the month) Vacancies, new runs, and new positions shall be posted for bid immediately unless otherwise mutually agreed upon.
- b. The shop steward will be responsible for posting the bids and overseeing the process. He/she will return the completed bid sheet to the manager no later than the twenty-fifth (25th) of each month.
- c. There shall be a mutually established procedure regarding starting times, call times, etc. The present practices regarding starting times and call-in times in effect, shall continue, unless the Employer and Union mutually agree to effect a change in such procedure.
- d. A minimum of ninety percent (90%) of all regular Employees shall have a regular established starting time, subject to change if mutually agreed upon after once established, except the Employer shall have the right to change starting time with one week's notice to the Union. The Employer may bring in the remaining ten percent (10%) of the men prior to the regular starting time provided that this is not done with regularity. If with regularity and with sufficient work to accomplish a week's work, such starting time has to be posted for bid at that time.
- e. Where the starting time of an entire shift is to be changed, one week's notice shall be given except in the event of an Act of God. When the starting time of less than an entire shift is changed, the Employee(s) shall be given notice no later than the end of his/her previous shift.
- f. If an Employee is required to report for work prior to the regular starting times described above, he/she shall be paid for such time at one-and-one-half (1½) times the progressive rates set forth herein, plus normal mileage earnings.
- g. Seniority shall prevail in that the Employer recognizes the general principle that senior Employees shall have preference to choose on a permanent basis the job where the rate is highest and have the choice of day or night shift, unless otherwise noted in this Agreement, provided such Employee is qualified for such work. Assignments to vehicles shall be at the sole discretion of the Employer, except where more than one driver is dispatched at the same time. Other than bid, the senior man shall be given the selection of the trip or load, provided that he/she has sufficient hours to complete the run. Discrimination shall be subject to the grievance machinery.

- h. When it becomes necessary to reduce the working force, the last man hired in a job classification shall be laid off first, and when the force is again increased, the men are to return to work in the reverse order in which they were laid off according to their seniority roster. If still unemployed on the Monday following the layoff, Employees with greater terminal seniority, if qualified, may bump Employees with less terminal seniority.

If an employee's daily bid is canceled for any reason other than an act of god, such employee can bump into the next available shift, day or night, if his/her seniority will allow it. Employees so exercising a bump must remain in the position or shift for the balance of the week before returning to the employee's original bid. Employees so exercising their bumping privilege must notify supervision of their intention to bump at the time they are notified of the bid cancellation and or lay-off.

- i. Delaware City Depot shall operate, as in the past, on a one seniority board system.
- j. The Employer shall notify the steward in advance of layoff or recall.
- k.
 1. All Employees shall be paid on the basis of a guaranteed workweek of forty (40) hours per week or the mileage equivalent. Monday through Friday, or Tuesday through Saturday. The forty (40) hour guarantee or the mileage equivalent will not apply to the lowest twenty percent (20%) of the active seniority roster, with a minimum of one.
 2. In the event that an Employee does not work of his/her own volition during his/her regularly scheduled work days, his/her weekly guarantee shall be null and void. Any compensated days (i.e., sick days, personal days, holidays, and vacation days) will apply as eight (8) hours toward weekly guarantee.
 3. Holiday hours worked by all Employees shall apply against their guarantee.

ARTICLE 26 GRIEVANCE MACHINERY

- 26.1 The Union and the Employer agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.
- 26.2 (a) Disputes and grievances may first be taken up with the steward, and settled in accordance with this Agreement and if no settlement is reached, then taken up between the business agent of the Local Union involved and the Employer representative.

- (b) 1. All grievances must be made known to the other party, in writing, within ten (10) working days after the reason for such grievance has occurred or within ten (10) working days after the driver has returned to his/her home terminal. Provided, however, that those grievances alleging that the Employer did not pay the proper contractual rate of pay or the Employee was not paid for the proper amount of hours which he/she actually worked may be filed within ten (10) working days of the date on which the Employee became aware of the cause of such grievance.
2. The time limitation of ten (10) working days is also applicable to an Employer taking disciplinary action against an Employee except in cases of dishonesty or involving the investigation of an accident. In those instances, the Employer may take appropriate action within ten (10) working days from the date on which the Employer first became aware of the Employee's involvement in an alleged dishonesty or accident.
3. If the grievance is not resolved between the Steward and the Manager, the Business Representative shall take the matter up with the Region Manager within ten (10) working days.
4. With respect to grievances filed under this Article other than discharges, the parties agree that within the ten (10) working days of the written notice by the Union to the Employer, the grievance must either be resolved or a Pre-Hearing Information Form filed with the Co-Secretaries of the Joint Area Committee. Filing with the Co-Secretaries means receipt by both Co-Secretaries of the forms within the ten (10) day period.
5. Appeals from discharge must be made to the Joint Area Committee by filing the Pre-Hearing Information Form within ten (10) working days from the date of discharge. The Pre-Hearing Information Forms must be received by both Co-Secretaries within such ten (10) day period.
6. An Employee's right to appeal a warning letter or reprimand will be protected if, within ten (10) working days of such letter, a written protest is made to the Employer by the Union. Appeals from the warning letters will not be heard by the Joint Committee until the grievant has been given disciplinary time off or has been discharged.

26.3 Joint Area Committee.

- (a) The Employer and/or the Employer Association and the Union shall together create a permanent Joint Area Committee which shall consist of an equal number of representatives appointed by the Employer or the Employer Association, and by the Unions (107, 312, 326, 331, 384, 500, and 676) or a panel thereof. This Joint Area Committee shall meet at established times and at a mutually convenient location. The Joint Area Committee shall at its first meeting formulate rules of procedure to govern the conduct of these proceedings.

- (b) Any cases deadlocked by the Joint Area Committee will be submitted to an impartial arbitrator for final determination. Failure to comply with the arbitrator's award withdraws the benefits of Section 1 of this Article.

The impartial arbitrator referred to above in this subsection shall be selected on a case-by-case basis by the Joint Area Committee, by lot, from a panel of arbitrators which shall be selected as follows: The Union and the Employer or Employer Association shall each submit to the other a list of twenty (20) names. Each party shall select from the other's list a total of five (5) names. The ten (10) so named shall comprise the panel. Such panel shall be selected immediately after the execution of the Agreement.

Decisions of the arbitrator shall be issued not later than ten (10) days from the close of the hearing unless the parties mutually agree to the contrary.

The decision of the arbitrator shall be specifically limited to the matter submitted to him/her and he/she shall have no authority in any manner to amend, alter or change any provision of this Agreement. The cost of the arbitrator shall be shared equally by the Employer and the Local Union.

- 26.4 (a) Where any Committee established under this Article by majority vote, settles a dispute such decision shall be final and binding on both parties with no further appeal.
- (b) Where any Committee established under this Article fails to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of Section 1 of this Article.
- (c) In the event of strikes or work stoppages or other activities which are permitted in case of default or failure to comply with majority decision, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement unless otherwise agreed to. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.
- (d) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.
- (e) The Local Union business agents or their representatives and the Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.
- (f) Where "days" are referred to in this Article, "working days" are meant, not "calendar days."

- 26.5 It is further mutually agreed that the Local Union will within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer and the Employer Association a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement the Union shall not be liable for damages resulting from such unauthorized acts of its members.
- 26.6 The time limits set forth in this Article may be extended by mutual agreement.

ARTICLE 27
DISCHARGE OR SUSPENSION

- 27.1 The Employer shall not discharge nor suspend an Employee except for just cause. Except where the provisions of this Article provide for immediate discharge, the Employer shall not suspend nor discharge an Employee without first having given the Union notice by telephone and FAX of its intent to discharge or suspend such Employee.

A representative of the Local Union must be in personal contact with the Employer within twenty-four (24) hours after the Employer has sent notice by telephone and FAX to the Local Union of its intent to discharge or suspend the Employee.

If there is no response by a Local Union representative within the twenty-four (24) hour period, the Employer may take appropriate action subject to appeal through the grievance procedure.

- 27.2 (a) Discharge or suspension must be for just cause, and written notice of such discharge or suspension must be given by the Employer to the Employee, and a copy of such written notice given to the Local Union.
- (b) In respect to discharge or suspension, the Employer shall give at least one written warning notice of such complaint against the Employee and a copy of same to the Local Union, except that no warning notice need be given to an Employee before he/she is discharged if the cause of such discharge is:
1. Calling an unauthorized strike or walkout.
 2. Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time).
 3. Proven theft or dishonesty.
 4. Unprovoked assault on his/her Employer or his/her Employer's representative during working hours.
 5. Carrying unauthorized passengers in Employer's vehicle.

- 27.3 a) The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of such warning notice.
- (b) An Employee may request an investigation as to his/her discharge, suspension or warning notice. Should such investigation prove an injustice has been done to an Employee, he/she shall be reinstated as provided for in this Agreement. The Joint Area Committee and the impartial arbitrator shall have the authority to order full, partial or no compensation for lost time. Appeal from discharge must be taken within ten (10) working days from the receipt of such written notice. If the Employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his/her return to the home terminal.
- (c) If no decision has been rendered on the appeal within ten (10) working days, as provided above, the case shall then be taken up as provided for in 27.3 of this Agreement.
- 27.4 Uniform rules and regulations, "APPENDIX B," with respect to disciplinary action or Company rules must be approved by the Company and the Union before being implemented. Such approved "Uniform Rules and Regulations," APPENDIX B, shall prevail in the application and interpretation of this Article.
- 27.5 Any Employee discharged away from his/her home terminal shall be provided the fastest available transportation to his/her home terminal at the Employer's expense. If such transportation is on Company equipment, the discharged Employee must be furnished adequate seating, properly secured.

ARTICLE 28 FUNERAL LEAVE

- 28.1 The Employer agrees to grant four (4) days off, without loss of pay, in the event of the death of an Employee's mother, father, sister, brother, child, spouse, grandparent or relative with whom the Employee is residing at the time of death in the family for the purpose of attending the funeral. The employee may be granted additional time off without pay by mutual agreement of the parties.

Relatives shall include brothers and sisters having one parent in common, and those relatives generally called "step," Providing persons in such relationship were raised in the same home and have continued an active family relationship. Pay for such days off shall be for eight (8) hours for each day at the straight-time hourly rate.

ARTICLE 29 JURY DUTY

- 29.1 All regular Employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly rate and actual payments received for jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year. When such Employees report for jury service on a scheduled workday, said Employees will not be required to work on that particular day.

ARTICLE 30
SICK LEAVE

- 30.1 The Company will allow five (5) days sick leave per contract year. Sick leave not used by September 30th of any contract year will be paid on September 30th at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours straight-time pay at the applicable hourly rate.

Employees may take unused sick leave as Personal Holidays with forty eight (48) hours notice, subject to the approval of the Employer.

ARTICLE 31
SAFETY AND HEALTH

- 31.1 The Company, the Union, and the Employees agree to comply with State and Federal regulations in regard to safe and healthful working conditions.
- 31.2 Each Employee covered by this Agreement agrees to cooperate to the fullest in the promotion of safety, safe work habits and good housekeeping, and must utilize safety equipment provided by the Company.
- 31.3 The Company Employees recognize that compliance with safety regulations is a condition of employment. To be effective, all Employees must be constantly on the lookout for any condition or action, which might be unsafe or careless. Both the Company and the Employees agree to promote all rules and regulations necessary to ensure safety.
- 31.4 As a part of its safety program, the Company shall make all reasonable provisions for the safety and health of its Employees at the depot during their hours of employment including such clothing and safety equipment as the Employer requires and feels necessary.
- 31.5 All Employees will be required to wear specified safety boots while on duty. The cost of these boots will be borne by the Employer, up to \$160.00 per year with receipt of purchase. No more than one pair per year will be provided, unless work related damage on the boots warrants replacement subject to the companies review.

The boots must have protected toecaps, slip resistant soles (both from tread design and material), ankle support, and are of substantial construction.

ARTICLE 32
SUPERVISORY PERSONNEL

- 32.1 No Supervisor or other non-union personnel shall perform any duties performed by Employees in the bargaining unit except for purposes of instruction or to effect an efficient operation, provided such help and assistance shall not be used by the Employer to fill a vacancy, or deprive regular Employees of work opportunities.

ARTICLE 33
MEAL PERIOD AND ALLOWANCE

- 33.1 Employees shall, except by mutual agreement, take one continuous period for meals but not less than thirty (30) minutes in any one day. Except by mutual agreement, the meal period must be started and completed during the fourth and sixth hours after an Employee starts his/her tour of duty. For example: An Employee who begins work at 8:00 a.m. shall not be required to begin his/her meal period before 12:00 noon. he/she may not be required to take any part of his/her meal period after 2:00 p.m.
- 33.2 Employees on a layover run will be allowed a meal allowance of thirty-dollars (\$30.00) per day. A day is defined as out in excess of twenty-four (24) hours or out in excess of fourteen (14) hours on the last day of the run.

ARTICLE 34
SAFETY VIOLATIONS

- 34.1 Safety Violations.
- (a) Whenever Employees are required to operate overloaded equipment and are penalized because of such overload, the Employer shall bear all costs in connection with such overload penalty and shall pay for all damages assessed against the Employees, including accrued overtime for delay and/or lost earning opportunity that he/she may suffer.
- (b) In the event the Employee shall suffer a revocation of his/her chauffeur's license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such Employee at no less than his/her regular earnings at the time of revocation of license for the entire period of revocation of license and the Employee shall be reinstated, in seniority he/she held, prior to revocation of his/her driver's license, after his/her driver's license is restored.

ARTICLE 35
PAY PERIOD

- 35.1 All regular Employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an Employee.
- 35.2 When the regular payday occurs on a holiday, the Employer shall pay the Employees on the regular work-day immediately preceding the holiday.
- 35.3 Each Employee shall submit a completed daily time sheet at the end of the workday. The Employer will provide an itemized pay record to each Employee for the previous workweek with his paycheck.

Drivers presenting expense reports in person for immediate reimbursement will be paid at that time in cash, if available, or by check if insufficient cash. Otherwise, all out-of-pocket expenses submitted at the end of the trip will be reimbursed by the close of the following business day.

Drivers may request an expense advance. All expenses relating to such advance will be submitted at the end of the trip. Any additional out-of-pocket expense will be reimbursed the same as above. Any remaining expense advance will be returned with the expense report.

Upon Employee's request, any pay shortages in the amount of \$100.00 or more caused by Employer's error will be paid to the Employee within two (2) work days of paycheck receipt for the pay period affected.

ARTICLE 36 PAID FOR TIME

- 36.1 Employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided by this Agreement shall be minimums. Time shall be computed from the time that the Employee is ordered to report to work and registers in and until the time he/she is released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State or City regulations, which occur through no fault of the driver, shall be paid for.
- 36.2 The Employer at the place of business shall maintain a daily time record. In addition to the Driver's Trip Report kept, such record shall also be kept by use of a time clock provided by the Employer. Employees will utilize the time clock to stamp in on the Driver Trip Report at the beginning and end of the shift.

ARTICLE 37 WORK WEEK

- 37.1 (a) Except as provided otherwise in this section, the regular workweek shall consist of five (5) days Monday through Friday or five (5) days Tuesday through Saturday for all Employees.
- The Employer may additionally post a workweek consisting of five (5) days, Sunday through Thursday. Not to exceed a maximum of twenty percent (20%) of the seniority list.
- (b) The pay period will be Sunday through Saturday. The regular workweek shall consist of five (5) consecutive days beginning on Monday or Tuesday. .
- (c) Compensation shall be according to the Progressive Rate Schedule as per Appendix "A."
- (d) At the time of dispatch the driver will be advised of all drops and pickups in the course of his/her assigned trip unless while enroute an emergency delivery is required or an estimated delivery is not consummated. However, a driver will be compensated at no less than he/she would have been entitled to, based on his original bid and work assignment.

(e) Employees working under this Agreement shall be paid for actual miles driven, over routes designated by the Employer. The method of measuring miles under this Agreement will be determined by hubometer or odometer miles or by an onboard computer if the tractor is so equipped. Discrepancies are subject to the grievance procedure

(f) Any Employee who is called in to work or who starts to work on any day shall be paid for a full day's work of eight (8) hours; provided, that if Union supplies help not having experience in the particular type of work for which supplied, and such help shall prove unsatisfactory after less than eight (8) hours of work, the Employer shall be obligated to pay such Employee only for the time actually worked.

(g) There shall be no "split shifts".

37.2 (a) SIXTH AND SEVENTH DAY WORK Employees assigned to work on their sixth work day in their bid week shall be guaranteed a minimum of eight (8) hours of pay at one-and-one-half (1½) times the hourly rate as set forth herein. Employees assigned to work their seventh work day in their bid week shall be guaranteed a minimum of eight (8) hours of pay at two (2) times the hourly rate as set forth herein.

For mileage trips, on the sixth day, drivers shall be paid at the rate of one and one-half (1½) times the progressive rates as set forth herein, plus normal mileage earnings. For mileage trips, on the seventh work day, drivers shall be paid at the rate of two (2) times the progressive rates as set forth herein, plus normal mileage earnings.

(b) (b) SATURDAY WORK Work will first be available to those Employees whose workweek begins on Tuesday. If additional work is available, it will 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 be offered in seniority order to the remaining Employees.

Senior employees may refuse to work on Saturday, however one Saturday a.m. bid job and one Saturday p.m. bid job must be covered by junior men with available hours, if required by the company do to the absence of regular Saturday employee. The same language will apply for one Sunday a.m. bid. Employees required to cover such bids, will be paid the applicable premium rates contained herein for all work performed.

Work dispatched between 2:00 a.m. and 2:00 p.m. will first be offered, by seniority, to the bid driver on day shift. Work dispatched between the hours of 2:01 p.m. and 11:59 p.m. will first be offered, by seniority, to the bid driver on night shift. If additional work opportunity is available, it will be offered to the remaining employees in seniority order.

ARTICLE 38
NEW CLASSIFICATIONS

- 38.1 Should the Employer deem a need for additional classification(s), the Employer shall negotiate rates and language governing such new classification(s) prior to implementing such new classification(s).

ARTICLE 39
VACATIONS

- 39.1 Every regular Employee who has been continuously in the employ of the Employer shall, if he/she meets the other qualifications set forth herein, receive paid vacation as set forth below. The qualifying year for vacation shall be measured from an Employee's anniversary date, with vacations taken on a calendar year basis.

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
1	1
2	2
5	3
15	4

No employee will suffer loss of vacation weeks they were entitled to under previous agreements with Air Liquide.

- 39.2 a) To qualify for a vacation an Employee in addition to having been continuously employed by the Employer for the specified number of years must not have been absent from work during his/her anniversary year for more than fifty (50) days on which he/she was afforded the opportunity to work by the Employer, provided that absence caused by legitimate illness or an accident shall not be counted.
- (b) "Continuously" in this Agreement shall mean the following: If an Employee loses less than six (6) calendar months or less than one hundred thirty (130) working days because of proven illness, accident or layoff during his/her anniversary year, he/she shall be entitled to his/her full vacation with pay. If an Employee loses six (6) or more calendar months or one hundred thirty (130) or more working days because of proven illness, accident or layoff during his/her anniversary year, he/she shall be entitled to a pro rata share of his/her vacation. Upon permanent layoff, death or retirement, an Employee on the seniority list with one or more years of service shall be entitled to vacation pay on a pro rata basis. Such pro rata vacation shall be computed as follows:

The total number of days worked (including days for which he/she was paid holidays or the previous year's vacation) shall be divided by 130. The resulting figure, when multiplied by the vacation amount he/she would have been entitled to if not off, is the pro rated vacation due. Example: if an Employee normally entitled to \$461.25 as a week's vacation pay worked only 112 days, his/her vacation is as follows:

112 (days worked)
130 (total possible days) = .86 (factor)
 $\$461.25 \times .86 = \396.68 (pro rata vacation due)

(c) If an Employee is discharged or quits/resigns and has been on the seniority list one or more years, he/she shall be entitled to vacation on a pro rata basis.

39.3 (a) The Employer shall have the right to schedule the number of men in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless otherwise mutually agreed to by the Union and the Employer. The vacation period of each qualified Employee shall be set with due regard to the desire, seniority and preference of the Employees, consistent with the efficient operation of the Employer's business. Subject to the other provisions of this paragraph, vacations shall be scheduled in accordance with present practices and shall continue unless the Employer and Union mutually agree to effect a change in such procedure.

(b) The Employee's wishes and his/her seniority status shall be respected as to when he/she shall take his/her vacation. However, the Employer may reserve the right to allocate vacations in order to not interfere with efficient operations of the Employer's business.

A maximum of ten percent (10%) of the Employees may be on vacation at any one time. Employees, in order of seniority shall indicate the dates they desire to take their vacation. The Company shall comply with the selected dates.

(c) As to an Employee eligible for a 4th and/or 5th week of vacation, the Employer shall have the option, after working same out with the Union, of paying the Employee or having him take the 4th and/or 5th week(s) off. When the Employee works the 4th and/or 5th week(s), the Employee shall receive his/her vacation pay plus pay for time worked.

Vacations may not be taken in consecutive weeks unless otherwise mutually agreed to by the parties.

One (1) week's vacation per year may be taken as individual days. Ample notice must be given by the Employee when selecting such individual vacation days, consistent with the efficient operation of the Employer.

(d) If in the future, the Employer and Union agree that a manpower shortage has developed, an Employee may be required to work during the vacation period, but in such event he/she shall receive in addition to his/her earnings for that week the pay to which he/she would have been entitled had he/she been on vacation.

(e) If an Employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the Employee shall receive an additional day's pay at the straight-time rate in lieu thereof.

(f) Employees who are on the seniority list as of August 1, 2008 shall retain their Air Liquide seniority for vacation entitlement.

39.4 (a) Vacation pay shall be paid to the eligible Employee in the normal payroll week following the vacation.

(b) A driver eligible for vacation shall be paid one/fifty-second (1/52nd) of his/her previous calendar year's total earnings or (40) hours pay at the applicable hourly rate, whichever is greater.

(c) A returning serviceman entitled to the benefits of the Universal Military Training and Service Act, as amended, and the Reserved Forces Act of 1955, as amended, who would have had an opportunity to qualify for vacation had he/she not been in the military service during a portion of his/her anniversary year shall receive vacation as set forth below.

An Employee who enters military service shall be paid pro rata vacation for the period from his/her anniversary date to his/her last date of employment before entering the military service. An Employee who returns from military service shall, at his/her anniversary date, qualify for pro rata vacation for the period between the date he/she returned to work after military service to his/her anniversary date. Such pro rata vacations shall be computed as set forth above.

39.5 If an Employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the Employee's right to any payment for such vacation shall apply.

ARTICLE 40 HOLIDAYS

40.1 (a) Regular Employees shall not be required to work and shall be paid eight (8) hours' pay at the straight-time hourly rate for the following holidays:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	

In addition to the above-named holidays, a regular Employee, after he/she has worked thirty (30) days in a contract year, may qualify for two (2) Personal Holidays.

- (b) An Employee shall be required to give the Employer least forty-eight (48) hours' notice of his/her intent to take such Personal Holiday(s). The selection of the Personal Holiday shall be subject to the approval of the Employer. If Employee is not afforded a work opportunity he/she may request and receive an earned Personal Holiday for any given day. An Employee shall not be eligible for a Personal Holiday while on layoff unless he/she notifies the Employer of his/her intent to take his/her Personal Holiday at time of layoff. It is understood and agreed that the Personal Holiday shall be paid in the same manner as the other holidays set forth in this Agreement.

The Employer agrees to allow a minimum of at least one (1) Employee from each classification to take a personal holiday on any day of the week, except between Memorial Day and Labor Day, consistent with the efficient operation of the Employer.

- 40.2 (a) All Employees ordered to work on any of the above listed holidays shall be guaranteed eight (8) hours of pay two (2) times the hourly rate as set forth herein in addition to holiday pay. For mileage trips, drivers shall be paid at the rate of two (2) times the progressive rates as set forth herein, plus normal mileage earnings in addition to the Holiday pay.
 - (b) Employees who are assigned to work their regular shift starting on an evening prior to the holiday, and whose work ends on the holiday, shall work the hours necessary to complete the day work at the regular rate.
 - (c) Employees who are assigned to start work on their regular shift on a holiday night, shall receive the holiday rate for all work performed, except as provided in (f) below.
 - (d) Starting time and shifts shall not be changed to circumvent application of the above provisions relating to holiday pay.
 - (e) If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday.
 - (f) When a holiday is celebrated on Monday and the Employee received holiday pay for Sunday night shift, an Employee who is assigned to his/her regular shift on Monday evening, shall be paid the same as if he/she was commencing work at his/her regular time on Sunday.
- 40.3 If an Employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the Employee shall receive an additional eight (8) hours pay at the straight-time rate in lieu thereof.
 - 40.4 Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.
 - 40.5 In order to qualify for eight (8) hours of straight-time pay for holiday not worked, it is provided that regular Employees must work the regularly scheduled workday, which precedes and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

- 40.6 (a) A regular Employee is entitled to holiday pay if the holiday falls within the thirty (30) day period following an Employee's layoff due to lack of work, and such Employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for each holiday in the week in which he/she returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreement. An Employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein, be construed to be holiday pay nor shall it be considered as hours worked for weekly overtime. If a regular Employee is unable to work due to proven illness, he/she shall be paid for all holidays occurring within thirty (30) days from the first day of illness.
- (b) Senior Employees may refuse to work on a holiday; However, all jobs must be covered by junior men on the seniority list.

ARTICLE 41
HEALTH AND WELFARE AND LIFE INSURANCE

- 41.1 The Employer will contribute to the Teamsters Health and Welfare Fund in the manner described in the Sections below.
- 41.2 The Employer party to this Agreement shall contribute into the Teamster Health and Welfare Fund of Philadelphia & Vicinity effective August 1, 2013 the sum of \$1,299.77 per month, per employee. For purposes of this Article, a regular employee who is a member of the Union shall be an eligible employee effective on the first day of the month. A new hire shall be eligible on the 1st day of the month following his date of hire.
- The sums required above shall be remitted monthly to the Teamsters Health & Welfare Fund of Philadelphia & Vicinity (hereinafter referred to as the Fund). Such monthly payment shall be submitted to the Fund on or before the 10th day of each month (current month).
- 41.3 The contributions referred to above shall cover Health, Welfare and Life insurance benefits in effect on August 1, 2013 and the Employer agrees to the annual cost increases published by the Fund to maintain such benefits.
- 41.4 The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered, or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Fund, to the Employer, the Local Union and the Employer Association of which the Employer is a member.
- 41.5 Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorneys' fees, court costs, plus all arrears in payment plus ten percent (10%) as liquidated damages.

- 41.6 (a) The Employer shall complete and deliver to the Fund, on forms supplied by the Fund, an Employer's report, stating the name and Social Security number for each regular or probationary, Employee employed by the Employer during the calendar month.
- (b) The Trustees of the Fund shall have the right to require the Employer covered by this Agreement to make available to the Trustees or their duly accredited representative, all time cards, payroll records, Social Security records, withholding tax records, and state or municipal wage and income tax records for any or all Employees covered by this Agreement.
- 41.7 By the execution of this Agreement, the Employer authorizes the Employers' Association, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 41.8 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 and Welfare Fund during the period of absence.
- 41.9 If a regular Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contributions from the first day of such absence for a maximum of three (3) months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, terminates or settlement states otherwise, to a maximum of six (6) months.

The amount of such contribution shall be that required to maintain the Employee's eligibility during such period of absence.

ARTICLE 42 PENSION

- 42.1 The Employer will contribute to the Teamsters Pension Trust Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the "Pension Fund") in the manner described in the sections below.
- 42.2 The Employer party to this Agreement shall contribute into the Pension Fund effective August 1, 2013, the sum of \$5.50 per hour not to exceed a maximum of eight (8) hours per day or forty (40) hours per week. The Employer agrees to annual increases per hour as determined by the Fund's Rehabilitation Plan.
- 42.3 There shall be no other pension fund under this Agreement for operations under this Agreement.

- 42.4 Contributions to the Fund as set forth above, shall be made for each seniority Employee for each day worked, or if not worked, paid for pursuant to the terms of this Agreement covering holidays, vacations, paid sick leave, etc., (not worked), to a maximum of eight (8) hours per day or forty (40) hours per week.
- 42.5 For purposes of calculating contributions for road drivers, the contributions will be based upon the hours of service of the road driver with a maximum of forty (40) hours contribution per workweek.
- 42.6 The sums required above shall be remitted monthly to the Pension Fund on or before the 28th day of the month following the month in which these monies were accrued.
- 42.7 The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of verification by telegram, registered, or certified mail, that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Fund to the Employer, the Local Union and the Employer Association of which the Employer is a member.
- 42.8 Failure on the part of the Employer to contribute as specified herein above shall make him liable for all claims, damages, attorneys' fees, court costs, plus all arrears in payment plus ten percent (10%) as liquidated damages.
- 42.9 (a) The Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report, stating the name, Social Security number, and total contributions paid or due by the Employer to the Pension Fund for each regular Employee employed by the Employer during the previous calendar month.
- (b) The Trustees of the Fund shall have the right to require the Employer covered by this Agreement to make available to the Trustees or their duly accredited representative, all time cards, payroll records, Social Security records, withholding tax records, and state or municipal wage and income tax records for any or all Employees covered by this Agreement.
- 42.10 By the execution of this Agreement the Employer authorizes the Employers Association, to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement hereby waving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 42.11 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.
- 42.12 An Employee shall be required to retire in accordance with rules established by the board of Trustees of the Pension Fund.

42.13 If a regular Employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum 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, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

The amount of such contribution shall be that required to maintain the Employee's eligibility during such period of absence.

ARTICLE 43 NO STRIKE, NO LOCKOUT

43.1 During the duration of this Agreement and any amendments, there shall be no shutdown or lockout by the Employer, and the Union and the members of the Union employed by the Employer will not cause, sanction, or take part in any strike (whether sit-down, stay-in, sympathetic, or any type of strike conduct), walkout, picketing, stoppage of work, slowdown of work, or boycott, whether of a primary or secondary nature, or any other interference with the operation and conduct of the Employer's business, except for the following:

1. Failure of either party to comply with the grievance procedure or a decision of the grievance committee.
2. Failure of the Company to pay negotiated wage rates as provided for in this Agreement.
3. Failure of the Company to pay Health & Welfare and Pension payments as provided for in this Agreement.

The Local Union shall notify the Company in writing twenty-four (24) hours prior to such action.

ARTICLE 44 SCOPE OF AGREEMENT

44.1 This Agreement represents the full agreement between the parties on all bargaining issues, and results from considerable bargaining where each side has had the right to and did make demands on the other.

It is agreed that this Agreement spells out the relationship of the parties and that neither party can be required to do, nor cease doing anything not specifically covered by this Agreement.

It is understood and agreed, however, that the Agreement may be amended by a Supplemental Agreement hereto, provided it is mutually agreed to in writing by the Parties.

44.2 Employees Covered. Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operating on the highway, streets, private road or property for all use, including 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 loading, unloading, switching and/or jockeying and other allied work.

It is understood, however, that the term Employee shall be construed to mean those Employees of the Employer employed directly or indirectly by and/or under the control of the Employer, and who are represented by the Local Union or during the life of this Agreement may come to be represented by the Local Union.

ARTICLE 45
NON- SMOKING POLICY

45.1 The Delaware City terminal is a non-smoking facility. Smoking is prohibited in all buildings. Smoking will be allowed in one (1) designated outdoor area. Smoking is also prohibited in the Employer equipment and in un-designated areas on customer's property.

ARTICLE 46
CELL PHONE

46.1 It is a requirement of employment that Employees have a personal cell phone for business use. The Employer shall reimburse the Employee fifty dollars (\$50.00) per month (non-taxable income) at the beginning of the following month, for said business use.

ARTICLE 47
DURATION

47.1 This Agreement shall be in full force and effect from October 1, 2013, to and including September 30, 2018, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

TEAMSTERS LOCAL UNION #326

By: Joseph W. Smith, Jr.

Title: President

Date: July 30, 2013

TRANSERVICE LOGISTICS INC.
LIQUID TRANSPORT DIVISION

By: Anthony P. Fetta

Title: Senior Vice President

Date: July 30, 2013

APPENDIX "A" WAGES
Progressive Rate Schedule

Effective October 1, 2013, a base hourly straight time rate of **\$20.90** per hour.

Pre Trip	.5	hours	\$10.45
Post Trip	.5	hours	10.45
Full Load Delivery/DTR	1.5	hours	31.35
Additional Deliveries/DTR	.5	hours	10.45
Loading @ Delaware City – 1 Trailer	.66	hours	13.79
Loading @ Delaware City – 2 Trailers at the same time	.83	hours	17.35
Loading at other than Delaware City	1.5	hours	31.35
Purity Analysis at Customer	.5	hours	10.45
Pepsi/Coke Analysis	.75	hours	16.72
Off Site Scaling	.25	hours	5.22
Random Drug Test with Personal Vehicle	1.5	hours	31.35

Mileage Rate
Trip Length/DTR

0 – 100 miles	Hrly/34.5 MPH	\$.6058/mile
0 – 200 miles	Hrly/ 36.5 MPH	.5726/mile
Over 200 miles	Hrly/ 38.5 MPH	.5428/mile

The hourly rate shall increase by **\$.40** on **October 1, 2014** and each October 1st thereafter and shall be reflected in the component and mileage rates above.

Hourly pay straight time rate:

At customer (full load/DTR)	After 2 hours/delivery
At customer (multi-stop/DTR)	After 1.75 hours/1 st delivery
At customer (multi-stop/DTR)	After 1 hour/subsequent
For loading @ other plant	After 2 hours
For loading at Delaware City plant	After 1.25 hours
For pre-trip	After 1 hour
For post-trip	After 1 hour

- For road breakdowns beginning with breakdown
- For time spent at vehicle DOT inspection by government inspectors (including any Police agency)
- For time spent at customer not delivered
- For time spent waiting for direction from dispatch
- For equipment unavailability
- After two (2) hours at collection site for drug testing.
- For Actual Time Spent at Safety and Quality Meetings and/or waiting to attend if the meeting is scheduled after the completion of the regular shift.
- For Minimum Call in Pay (minimum 8 hours) except as noted otherwise in this agreement.
- For Other Assigned Work Activities

New Employees will be paid one hundred and sixty dollars (\$160.00) per workday during on the job training with an experienced driver.

An experienced driver who is training a new hire, shall be paid two (2) hours of S/T pay for each day the trainee is riding with him.

It is understood that the agreed upon mileage rates and progressive rates are predicated on average speed which comprehends overtime after forty (40) hours. The mileage rate includes time spent fueling in-route.

Tractor/trailer pre and post trip includes trailer pick up and/or drop at end of trip.

A delivery takes place when hose hookups are made and product is transferred to customer's tank.

Multi tank delivery at customer with tanks manifolded with single fill connection constitutes a single delivery.

In the event it is impossible to complete a run due to equipment breakdown or impassable highways, drivers relieved from duty shall be guaranteed a minimum of eight (8) hours pay, or equivalent, at the straight time rate in each twenty-four (24) hours period beginning at the start of their tour of duty. Drivers required to remain with the equipment shall be paid for all time until relieved from duty.

Time for routine phone calls to location and/or dispatch with tank readings, etc. is included in the delivery rates.

APPENDIX "B"
"UNIFORM RULES AND REGULATIONS"

Nothing in these Rules and Regulations shall abrogate the Employee's right through the Local Union to challenge a penalty through the regular grievance machinery.

The Employer may, with the consent of the Local Union, revise the Rules and Regulations listed below.

- (1) ACCIDENTS:
- (a) Major chargeable accident (after full investigation).
 - Subject to discharge
 - (b) Minor chargeable accident.
 - First offense -- Reprimand
 - Second offense -- 1 day suspension
 - Third offense -- 3 day suspension
 - Subsequent offenses -- Subject to discharge
 - (c) Failure to report all accidents, spillages, or property damage promptly, and personal injury or major accidents immediately.
 - First offense -- 1 week suspension
 - Subsequent offenses -- Subject to discharge
- (2) EQUIPMENT:
- (a) Failure to report mechanically defective condition of equipment.
 - First offense -- Reprimand
 - Subsequent offenses -- Subject to discharge
 - (b) Unauthorized use of motor vehicles.
 - Subject to suspension or discharge
 - (c) Failure to report breakdowns promptly.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - (d) Failure to take necessary safety precautions to protect load and/or equipment at all times, safety lights, parking, etc.
 - First offense -- Reprimand
 - Second offense -- 1 day suspension
 - Third offense -- 5 day suspension
 - Subsequent offenses -- Subject to discharge
 - (e) Failure to keep equipment in good appearance inside where charged to do so.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - Subsequent offenses -- Subject to discharge
 - (f) Tampering with tachograph, service recorders, and/or governors.
 - Subject to discharge
 - (g) Willful damage to equipment.
 - Subject to discharge
 - (h) Careless operating of equipment resulting in damage to equipment.
 - Subject to discipline or discharge
 - (i) Failure to take necessary precautions to protect load from inclement weather.
 - First offense -- 1 day suspension
 - Second offense -- 3 day suspension
 - Third offense -- Subject to discharge

- (j) Failure to inspect in accordance with procedures set forth by the Employer.
 - First offense -- 1 day suspension
 - Second offense -- 3 day suspension
 - Third offense -- Subject to discharge

(3) CONDUCT:

- (a) Use or possession of drugs or alcoholic beverage while on duty.
 - Subject to discharge
- (b) Drinking prior to reporting to duty where Employee's condition is such that it may affect the proper performance of his/her duties.
 - First offense -- 1 day suspension
 - Second offense -- 3 day suspension
 - Third offense -- Subject to discharge
- (c) Unprovoked assault of the Employer's customer or the customer's representative while on duty or while on Employer's premises.
 - Subject to discharge
- (d) Discourtesy to customers.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - Third offense -- Subject to discharge
- (e) Flagrant disobeying of orders.
 - First offense -- Reprimand
 - Second offense -- Subject to discharge
- (f) Conviction of reckless driving while on duty (except when an accident is involved and other causes govern).
 - First offense -- 3 day suspension
 - Second offense -- Subject to discharge
- (g) Failure to report arrest while on duty as soon as possible.
 - First offense -- 3 day suspension
 - Second offense -- Subject to discharge
- (h) Careless loading and/or unloading.
 - First offense -- Reprimand
 - Second offense -- 1 day suspension
 - Third offense -- 3 day suspension
 - Subsequent offenses -- Subject to discharge
- (i) Abuse of time (hanging-out or bumming).
 - First offense -- Reprimand
 - Subsequent offenses -- Subject to discharge

- (j) Failure to comply with D.O.T. Safety Regulations.
 - First offense -- Written warning
 - Subsequent offenses -- 3 day suspension
 - In aggravated cases -- Subject to discharge
- (k) Sabotage or creating fire or safety hazards.
 - Subject to discharge
- (l) Creating health hazards.
 - First offense -- Reprimand
 - Subsequent offenses -- Subject to discharge

(4) REPORTS:

- (a) Failure to make out reports and trip sheets properly.
 - First offense -- Reprimand
 - Subsequent offenses -- 3 day suspension
- (b) Failure to register in and out of established check stations.
 - First offense -- Reprimand
 - Subsequent offenses -- 3 day suspension
- (c) Failure to report to dispatchers at specified time when required to do so while on duty.
 - First offense -- Reprimand
 - Subsequent offenses -- 3 day suspension
 - In aggravated cases -- Subject to discharge
- (d) Punching a time card other than your own or having another Employee punch in your time card.
 - First offense -- Subject to discharge

(5) DRIVING SCHEDULE:

- (a) Failure to complete run or make pickups and/or deliveries at scheduled time without satisfactory explanation.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - Third offense -- 5 day suspension
 - Subsequent offenses -- Subject to discharge
- (b) Unnecessarily delaying of load or equipment.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - Third offense -- 5 day suspension
 - In aggravated cases -- Subject to discharge
- (c) Failure to follow routings as designated or instructed.
 - First offense -- Reprimand
 - Subsequent offenses -- 3 day suspension
- (d) Taking meal period at times other than as specified by the Employer.
 - First offense -- Reprimand
 - Second offense -- 3 day suspension
 - Subsequent offenses -- Subject to discharge

(6) ATTENDANCE:

- (a) Absent for three successive working days without notification.
 - Voluntary quit
- (b) Failure to notify Employer at least one hour before your regular show-up time when unable to report for duty.
 - First offense -- Reprimand
 - Second offense -- 1 day suspension
 - Third offense -- 5 day suspension
 - Subsequent offenses -- Subject to discharge
- (c) Reporting late for work. (Truck will be held for 20 minutes if driver calls in before starting time.)
 - First offense -- Reprimand
 - Second offense -- 1 day suspension
 - Third offense -- 5 day suspension
 - Subsequent offenses -- Subject to discharge
- (d) Excessive absenteeism shall be subject to verbal warning in a meeting with Employer, Steward, and Employee. If Employee fails to correct his/her attendance record, he/she shall be subject to appropriate warning and disciplinary action, including possible dismissal.
- (e) Where Employee has been absent from work, he/she must advise Employer of his/her return to work in accordance with the Employer's practice or rule mutually agreed to; otherwise, Employee will not be permitted to work that day.

(7) MISCELLANEOUS:

- (a) Penalty for three minor offenses in a 60-day period.
 - (See Note 1) -- 3 day suspension
- (b) Penalty for three major offenses in a 60-day period.
 - (See Note 2) -- Subject to discharge

Minor offenses against any Employee's record that are over twelve (12) months old shall be forgiven and the Employee's record wiped clean.

A major offense against any Employee's record that is over twelve (12) months old shall be forgiven and the Employee's record wiped clean.

NOTE 1: A minor offense is defined as one for which the penalty is a reprimand.

NOTE 2: A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the Local Union must be given for infractions of any Rules or Regulations.

An Employee shall not receive warning letters for violation of more than one rule because of any single incident or infraction.

Discharge must be by proper written notice, with a copy to the Local Union.

The foregoing Rules and Regulations have been formulated to serve as guideposts for the Employees. It is to be understood that, in describing certain offenses and the penalties therefore, the Employer has not limited the violations for which it may discipline an Employee to the offenses covered in these Rules and Regulations. The Employer may exert discipline in other types of cases should the situation warrant.