

TEAMSTERS

National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **Central Region Over-the-Road Supplement (Chicago Area)**:

Enclosed is your ballot, voting instructions and information regarding the re-vote for your Supplement to the ABF National Master Freight Agreement. Please vote today and mail your ballot in right away—ballots must be received at the suburban Washington, D.C. post office by 10 a.m. August 28, 2013 in order to be counted.

As we have discussed in previous communications, the Union has fought hard over the past seven months to beat back the dramatic operational changes and large scale benefit cuts that ABF had sought throughout these very difficult negotiations. Recently, we have met with the company and again attempted to resolve some of the issues you have identified as impediments to reaching a fully ratified agreement. Toward that end, a Memorandum of Understanding is included with the proposed Supplement setting forth certain clarifications and modifications to the proposed Supplement. Those clarifications/modifications are:

- All employees, at the employee's option, shall be entitled to split into daily increments an additional week of their vacation, above and beyond the number of weeks they were previously permitted to split into daily increments; and
- ABF confirms that Local Union Nos. 179, 301, 673, 705 and 710 are able to **maintain various superior terms and conditions of employment including** a separate grievance procedure, local work rules, superior wage differential, lunch rules, benefits and **the method for calculating vacation pay**. ABF also agrees that it shall also continue to participate in the Health and Welfare and Pension Funds they currently participate in. It is understood however, that the local rules or terms do not override the national general wage adjustments, national vacation reduction or other specific nationally applicable contractual items.

Furthermore, please be advised that until there is a fully ratified agreement (i.e. all supplements are approved), the Company is not obligated to pay the additional monies (i.e. up to \$1.00 per hour per year increase to be split between the applicable funds) negotiated for your health and welfare and pension benefits under the National Economic Settlement portions of the Agreement. The impact of this failure to pay the increased rates may differ from fund to fund but the fact remains that **none of the various benefit funds will receive the increases that they have indicated they need until all Supplements have been ratified.**

Please review the enclosed documents and cast your vote as soon as possible. Thank you for your continued support and please visit the “ABF Update” section at www.teamster.org for more information.

Your vote is very important and your committee asks that you vote **“YES.”**

Fraternally,



James P. Hoffa,
Teamsters General President
Chairman,
National ABF Negotiating Committee



Gordon Sweeton
Co-Chairman,
National ABF Negotiating Committee



Tyson Johnson,
Director, National Freight Division
Co-Chairman, TNFINC

Central Region Negotiating Committee:

Patrick Flynn, Local 710

Danny L. Barton, Local 135

Doug Davis, Local 957

Harvey Ritter, Local 245

Greg Alden, Freight Division

**MEMORANDUM OF UNDERSTANDING
CONCERNING THE CENTRAL REGION OVER THE ROAD
AND LOCAL CARTAGE SUPPLEMENTS IN THE CHICAGO AREA**

In order to complete the ratification process for the 2013-2018 ABF National Master Freight Agreement, ABF Freight Systems, Inc. and TNFINC agree to the following clarification (in addition to the separate vacation clarification) to the initial tentative agreement that was previously submitted to the members.

Specifically, ABF Freight Systems, Inc. agrees and confirms that it is bound to the Letter of Agreement between TMI and TNFINC dated 11/25/09 pertaining to Local Union Nos. 179, 301, 673, 705 and 710. In this regard, ABF Freight Systems, Inc., confirms that those local unions identified above, shall maintain any superior work rules or practices currently in effect. Such superior terms may include but are not limited to: a separate grievance procedure, local work rules, superior wage differential, lunch rules, benefits and the method for calculating vacation pay. ABF Freight Systems agrees that it shall also continue to participate in the Health and Welfare and Pension Funds they currently participate in. It is understood however, that the local rules or terms do not override the national general wage adjustments, national vacation reduction or other specific nationally applicable contractual items.

Gordon Sweeton /s/
For TNFINC

David Evans /s/
For the Company

7/31/2013
Date

7/30/2013
Date

MEMORANDUM OF UNDERSTANDING

In order to complete the ratification process for the 2013-2018 ABF National Master Freight Agreement, ABF Freight Systems, Inc. and TNFINC agree to the following clarifications to the initial tentative agreement that was previously submitted to the members:

All employees, at the employee's option, shall be entitled to split into daily increments an additional week of their vacation, above and beyond the number of weeks they were previously permitted to split into daily increments. Furthermore, if an employee has only one week of vacation, he/she shall be permitted to split that into daily increments. All other provisions governing the use of individual vacation days shall not change. This does not, however, result in any additional vacation or alter the national vacation reduction. Rather this is intended to pertain only to the use of the vacation time.

Gordon Sweeton /s/

For TNFINC

David Evans /s/

For the Company

7/31/2013

Date

7/30/2013

Date

Central Region Over-the-Road Motor Freight Supplemental Agreement

DRIVERS EMPLOYED BY PRIVATE, COMMON, AND CONTRACT CARRIERS

For the Period of April 1, 2013 through March 31, 2018

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

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

The _____ (Company) **ABF FREIGHT SYSTEMS, INC.** hereinafter referred to as the "Employer", and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS AND LOCAL UNION No. affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road Supplement Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the "Master Agreement" for the period commencing ~~April 1, 2003~~ 2013, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered - No Change

Section 2. Employees Covered - No Change

Section 3. City Or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate Agreements entered into between the

Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage agreement which prohibits such pickup and delivery. All double units will be pre-strung by local cartage employees, if the equipment is available, when the terminal is open.

Drop & Hook: At terminals with 75 or fewer local cartage employees, a road driver that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver's home domicile or at his/her lay down destination.

Section 4. Addenda - No Change

ARTICLE 41. PROBATIONARY EMPLOYEES

Section 1. - No Change

Section 2. - No Change

Section 3. Transferability - No Change

ARTICLE 42. ABSENCE

Section 1. Time Off for Union Activities - No Change

Section 2. Leave of Absence - No Change

Section 3. Alcoholism/Drug Use - No Change

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ARTICLE 43.

Section 1. Seniority - *No Change*

Section 2. – *No Change*

Section 3. Extra Equipment – *No Change*

Section 4. Retirement - *No Change*

Section 5. Dispatch Limitations - *No Change*

Section 6. – *No Change*

Section 7. Foreign Power Courtesy - *No Change*

Section 8. Disputes - *No Change*

Section 9. Triples - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

Section 1. Joint State Committees - *No Change*

~~Section 2. City Road Committees~~

~~The Employers and the Union within each area coming within the jurisdiction of the nearest Teamster Union Joint Council may create, subject to approval of the Joint Area Committee, a Joint City Road Committee, which shall consist of an equal number appointed by Employers and Unions. Such Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its meetings. Each Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its area.~~

~~Section 3. Section 2. Joint Area Committees~~

The Employers and the Unions shall together create a permanent Joint Area Committee which shall consist of delegates from the Central Region Area. This Joint Area Committee shall meet at established times and at a mutually convenient location.

The Chairman of the Freight Division of the Central Region and the Chairman of the Employer (or Employer Association, where applicable) shall mutually agree on an established procedure for meeting expenses of the Central States Joint Area Meeting.

~~Section 4. Section 3. Contiguous Territory~~

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the above Joint State Committees for handling by the Freight

Division, Central Region of Teamsters, and after such reference shall be handled under the usual procedure of that Joint State Committee.

~~Section 5. Section 4. Local Shorthaul Committee~~

The respective Chairmen of the Central States Area Supplemental Negotiating Committees shall meet within ninety (90) days subsequent to the effective date of the contract to establish a Local and Shorthaul Addendum Committee to consider local and shorthaul problems in the Central Region.

~~Section 6. Section 5. Time Off Committee~~

A separate Road Driver Time Off Committee will be established to consider the problems of road driver time off which cannot be resolved between the Local Union and an individual company. Where a dispute arises concerning time off between a Local Union and an individual Employer, it shall be referred directly to such established Joint Area Time Off Committee.

~~Section 7. Section 6. Function of Committees~~

It shall be the function of the various committees referred to above to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45.

All Committees established under this Article may act through subcommittees duly appointed by such Committee. All decisions of the Committees and subcommittees shall be final and binding.

It shall be the function of the various committees referred to above to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45 except for warning letters which will be held in abeyance until further disciplinary action, i.e. Suspension or Discharge, is taken.

~~Section 8. Section 7. Attendance~~

Meetings of all Committees referred to above must be attended by each member of such Committee or his alternates.

~~Section 9. Section 8. Examination of Records~~

The Local Union, Joint State Committee, or the Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. General – *No Change*

Section 2. – No Change**ARTICLE 46. DISCHARGE OR SUSPENSION –
No Change****ARTICLE 47. EXAMINATIONS AND
IDENTIFICATION FEES****Section 1. Examinations – No Change****Section 2. Identification Fees**

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

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

Employees may be required to show their driver's license and Company identification to customers, and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license. The company identification will not have personal information on it such as home address or social security number.

Section 3. – No Change

It is mutually understood that, under normal circumstances, the Company will furnish equipment for their employees to take any CDL test required by law.

ARTICLE 48. MEAL PERIOD – No Change**ARTICLE 49. LODGING – No Change****ARTICLE 50. PAY PERIOD – No Change****ARTICLE 51. PAID-FOR TIME****Section 1. General – No Change****Section 2. Call-in Time – No Change****Section 3. Layovers – No Change****Section 4. – No Change****Section 5. Deadheading – No Change****Section 6. Bobtailing – No Change****ARTICLE 52. PICK-UP AND DELIVERY
LIMITATIONS –**

*****SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****

ARTICLE 53. MINIMUM GUARANTEES – No Change**ARTICLE 54. MILEAGE AND HOURLY RATES****Section 1.**

*****SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****

Section 2. Mileage Determination – No Change**ARTICLE 55. PEDDLER RUNS –**

*****SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****

Section 1. Definition - No Change**Section 2. Rate of Pay – ***SEE NATIONAL MASTER
FREIGHT ECONOMIC PACKAGE*******Section 3. Guarantee – No Change****Section 4. New Equipment – No Change****ARTICLE 56. TWO-MAN OPERATION****Section 1. ***SEE NATIONAL MASTER FREIGHT
ECONOMIC PACKAGE*******Section 2. – ***SEE NATIONAL MASTER FREIGHT
ECONOMIC PACKAGE*******Section 3. – No Change****Section 4. Sleeper Cab Operation – No Change****Section 5. – No Change****Section 6. – No Change****Section 7. – No Change****Section 8. – No Change****Section 9. – No Change****Section 10. – No Change****Section 11. – No Change****ARTICLE 57. OWNER-OPERATOR - No Change****ARTICLE 58. VACATIONS****Section 1. – ***SEE NATIONAL MASTER FREIGHT
ECONOMIC PACKAGE*****

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Section 2. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 3. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

ARTICLE 59. HOLIDAYS - *No Change*

ARTICLE 60. FUNERAL LEAVE – *No Change*

**ARTICLE 61. HEALTH AND WELFARE BENEFITS –
***SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****

**ARTICLE 62. PENSIONS –
***SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****

ARTICLE 63.

Section 1. Items Covered – *No Change*

Section 2. – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

**ARTICLE 64. PERISHABLE AND/OR EXEMPT COM-
MODITIES**

Section 1. – *No Change*

Section 2. – *No Change*

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

ARTICLE 66. SICK LEAVE - *No Change*

ARTICLE 67. AIR CONDITIONING – *No Change*

**ARTICLE 68. WORKERS' COMPENSATION – *No
Change***

**ARTICLE 69. TERMINATION CLAUSE –
***SEE NATIONAL MASTER FREIGHT ECONOMIC
PACKAGE*****