

# TEAMSTERS

## National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **Central Region Local Cartage Supplement**:

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. 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.

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](http://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**

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 Local Cartage Supplemental Agreement

PRIVATE, COMMON, CONTRACT AND LOCAL CARTAGE 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, and West Virginia.**

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 Supplemental Agreement

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 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

### Operations Covered

- (a) *No Change*
- (b) *No Change*
- (c) The provisions of this Article shall not operate to restrict the provisions contained in Article 52 of the Central States Area Over-the-Road Motor Freight Supplemental Agreement.

**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.**

## ARTICLE 41. PROBATIONARY EMPLOYEES

**Section 1. Probationary Employees - *No Change***

**Section 2. Casual Employees - *No Change***

**Section 3. Union Membership - *No Change***

**Section 4. Employment Agency Fees - *No Change***

**Section 5. Work Assignments**

The Employers agree 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 agreements with bona fide unions.

**There will be no bid forklift drivers.**

**When an employee bids or is assigned to a hostling job they will be required to do any type of hostling required.**

**Section 6. - *No Change***

**Section 7. Transferability - *No Change***

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### 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*

#### Section 4. – *No Change*

### ARTICLE 43. SENIORITY

#### Section 1. Seniority – *No Change*

#### Section 2. Equipment Purchase - *No Change*

#### Section 3. Posting – *No Change*

#### Layoffs – *No Change*

#### Casuals – *No Change*

#### Section 4. Controversies – *No Change*

#### Section 5. Retirement – *No Change*

### ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

#### ~~Section 1. Joint Local Area Committees–~~

~~The Employers and the Local Unions within each area coming with in the jurisdiction of the nearest Teamsters' Union Joint Council shall create a Joint Local Area 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 2. Section 1. Joint State Committees~~

The Employers and the Unions in each of the following states shall together create a permanent Joint State Cartage Committee for such state: Michigan, Ohio (including Wheeling, West Virginia), Indiana, Kentucky (including West Virginia except Wheeling), Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, and Kansas.

The Joint State Cartage Committee shall consist of an equal number appointed by Employers and Unions. Each member may appoint an alternate in his place. The Joint State Cartage Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its proceedings. Each Joint State Cartage Committee shall have jurisdiction over dis-

putes and grievances involving Local Unions or complaints by Local Unions located in its state.

Postponement procedures are subject to Article 7, Section 2 (Grievant's Bill of Rights) of the Master Agreement.

#### ~~Section 3. Section 2. Optional Cartage Committees~~

Employers engaged principally in local cartage operations may, at their option, create separate committees at the ~~local or~~ state levels. ~~And If~~ they do so, then the over-the-road operators engaged in local cartage operations shall also create their separate committees at those levels.

#### ~~Section 4. Section 3. Joint Area Committee~~

The Employers and the Unions shall together create a permanent Joint Area Committee which shall consist of delegates from the Central States 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.

The respective Chairmen of the Central States Area Supplemental Negotiating Committee 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 5. Section 4. 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.

**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 6. Section 5. Attendance~~

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

#### ~~Section 7. Section 6. Examination of Records~~

The Local Union, Joint Local Area Committee, Joint State

Cartage Committee, or the Joint Area Cartage 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.

~~Section 8.~~ **Section 7. Road and City Interpretation**

When matters involving the interpretation of common language, clauses, articles, etc., of the Local Cartage Agreement and the Area Over-the-Road Freight Agreement are before a Joint Committee at any level of the grievance procedure, such matters shall be heard before the committee authorized under the Local Cartage Area Agreement grievance procedure.

**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 drivers license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that required 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**

**ARTICLE 48. MEAL PERIOD - No Change**

**ARTICLE 49. PAY PERIOD – No Change**

**ARTICLE 50. PAID-FOR TIME**

**Section 1. General – No Change**

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

**ARTICLE 51. VACATION**

**Section 1. – \*\*\*SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE\*\*\***

**Section 2. – No Change**

**Section 3. – No Change**

**Section 4. – No Change**

**Section 5. – No Change**

**Section 6. – No Change**

**Section 7. – No Change**

**Section 8. – No Change**

**ARTICLE 52. HOLIDAYS**

**Section 1. – No Change**

**Section 2. – No Change**

**Section 3. – No Change**

**Section 4. – No Change**

**Section 5. – No Change**

**ARTICLE 53. FUNERAL LEAVE – No Change**

**ARTICLE 54. HEALTH AND WELFARE BENEFITS –  
\*\*\*SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE\*\*\***

**ARTICLE 55. PENSIONS –  
\*\*\*SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE\*\*\***

**ARTICLE 56. LEASED EQUIPMENT**

**Section 1. – No Change**

**Section 2. – No Change**

**Section 3. – No Change**

**Section 4. – No Change**

**ARTICLE 57. SEPARATION OF EMPLOYMENT -  
No Change**

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**ARTICLE 58. SANITARY CONDITIONS - No Change**

**ARTICLE 59. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS - No Change**

**ARTICLE 60. WAGES**

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

**ARTICLE 61. WORKDAY AND WORKWEEK**

### Section 1.

The standard guaranteed workweek shall be forty (40) hours per week, and the standard guaranteed workday shall be eight (8) hours per day. **Dock/P&D** work shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday. **The Tuesday through Saturday shifts will be limited to 10% of the active seniority list with a minimum of one and may be utilized at Non-Distribution Centers where there is no flexible work week established. Monday premium time will be offered in line of seniority.** ~~However, where the workweek is now limited to the period from Monday through Friday, that condition shall continue unless the parties agree otherwise.~~

The Employer and the Union by mutual agreement may establish a four (4) consecutive and/or non-consecutive day workweek with a daily ten (10) hour guarantee.

Premium day overtime as well as daily overtime will be offered on a seniority basis.

Ninety percent (90%) of the regular employees shall be guaranteed forty (40) hours' work or pay. However, a regular employee who does not report as scheduled, except in the case of an on-the-job injury, bona fide illness or accident, Jury duty, or attendance at a funeral compensable under Article 53, shall have broken his weekly guarantee and shall be eligible for Saturday, Sunday or holiday work only after utilization of those regular junior employees who have worked their scheduled workweek.

An employee who misses work as a result of a bona fide illness or off-the-job injury must substantiate such bona fide illness or accident by presenting a doctor's certificate to the Employer prior to his scheduled starting time on the day on which he returns to work. This shall apply to brief as well as extended periods of absence.

It is agreed that the standard forty (40) hour workweek need not apply to ten percent (10%) of the regular employees with a minimum of one. (Seniority must be recognized.) Probationary employees shall be considered regular employees for the purpose of this provision.

When casual employees are used three (3) or more days or

with regularity in any one (1) week, they shall be included on the seniority list for the purpose only of determining what employees shall receive the weekly guarantee. This shall not apply to casuals used to replace absentees. The ninety percent (90%) test shall be applied to the highest number of employees put to work in that week.

All hours worked on Sundays or holidays or on the seventh (7th) consecutive day or in excess of ten (10) hours per day shall not apply against the guarantee but must be paid in addition in the guarantee.

In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1-1/2) times the regular rate, provided the holidays fall within the scheduled workweek.

Unless specifically provided otherwise in the applicable Supplemental Agreement, four (4) hour casuals may be used to supplement the regular workforce if all available regular employees at the applicable Employer facility are working or scheduled to work. Four (4) hour casuals shall not be started after 8:00 a.m. for morning shifts and earlier than 4:00 p.m. for evening shifts, and shall not be called for less than four (4) hours work. Four (4) hour casuals are required to start on the scheduled bid start time or end by the conclusion of the shift. If worked over four (4) hours in a shift, a four (4) hour casual shall be guaranteed eight (8) hours of work and that shift shall be counted as a supplemental day for the purpose of adding new employees. Four (4) hour casuals shall not be worked on a "back-to-back" or overlapping basis.

No employee will work more than one (1) shift in a twenty-four (24) hour period. (Example: 12:00 a.m. to 12:00 a.m.)

The Employer shall use four (4) hour casuals to perform dock work only unless the Local Union agrees otherwise.

Four (4) hour casuals in the Central States Region shall receive pension contributions for days worked consistent with the provisions of the Central States Pension Plan.

A laid-off employee called for work will be called for an eight (8) hour shift.

Guidelines covering the use of four (4) hour casuals will be in accordance with the Central Region Local Cartage Supplemental Agreement.

Work rules governing the use of four (4) hour casuals will be by the Local Union.

### Call-in Time

Employees called to work shall be allowed sufficient time,

without pay, to get to the garage or terminal, and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding workday. If called and not put to work, regular employees shall be guaranteed six (6) hours pay at the rate specified in this Agreement for their classification of work.

If such regular employee is put to work, he shall be guaranteed a minimum of eight (8) hours pay. Other employees shall be guaranteed four (4) hours pay at the applicable rate of pay if called and not put to work and shall be guaranteed 6 hours pay if put to work. The ten percent (10%) of the men who do not receive the forty (40) hour guarantee may be scheduled to work a flexible workweek—any five (5) days Monday through Saturday.

The ninety percent (90%) employees may be scheduled Monday through Friday, or Tuesday through Saturday.

~~The above guaranteed workweek shall not apply to those instances where employees are working a Monday through Friday workweek with premium pay for Saturday work. Nothing herein contained shall prevent the Local Union and the Employer from mutually agreeing to change their present method of overtime and guarantees to put into effect the above provisions.~~

**Section 2. – No Change**

**Section 3. – No Change**

**Section 4. Work in Other Classifications – No Change**

**Section 5. – No Change**

**Section 6. Flexible Workweek – No Change**

**ARTICLE 62. SICK LEAVE - No Change**

**ARTICLE 63. WORKERS' COMPENSATION -  
No Change**

**ARTICLE 64. TERMINATION CLAUSE -  
\*\*\*SEE NATIONAL MASTER FREIGHT ECONOMIC  
PACKAGE\*\*\***

**APPENDIX A  
MEMORANDUM OF UNDERSTANDING  
PER CENTRAL STATES APPLICATION OF  
CASUALS**

**(ARTICLE 3) - No Change**



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