

# TEAMSTERS

## National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **Carolina Over-the-Road 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:

- **There shall be established four (4) start time bids:**
  - 1) **21:00 PM Sunday through Friday turn bid**
  - 2) **21:00 PM Monday through Saturday turn bid**
  - 3) **15:00 Sunday-Tuesday-Thursday Carlisle lay down bid**
  - 4) **11:30 AM Sunday-Tuesday-Thursday Orlando lay down bid**

**Details and bid rules would be negotiated with the local union.**

- **Four hour slide: Drivers, at the driver's discretion, can request a four hour slide at the window on arrival. This would extend their minimum clearance time from 10 to 14 hours. Drivers would be limited to exercising this option no more than one time per week.**
- **The Company agrees that you can split into daily increments an additional week of your vacation.**

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.**

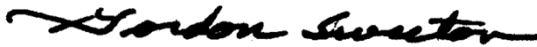
Please review the enclosed documents and cast your vote as soon as possible. Thank you for your continued support and please visit the "ABF Update" section at [www.teamster.org](http://www.teamster.org) for more information.

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

**Eastern Region/Carolina Negotiating Committee:**

Ernie Soehl, Eastern Region Freight Coordinator

Tony Scott, Local 391

**MEMORANDUM OF UNDERSTANDING  
CAROLINA OVER-THE-ROAD SUPPLEMENTAL AGREEMENT**

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

A. There shall be established four (4) start time bids:

- 1) 21:00 PM Sunday through Friday turn bid
- 2) 21:00 PM Monday through Saturday turn bid
- 3) 15:00 Sunday-Tuesday-Thursday Carlisle lay down bid
- 4) 11:30 AM Sunday-Tuesday-Thursday Orlando lay down bid

Details and bid rules would be negotiated with the local union.

B. Four hour slide: Drivers, at the driver's discretion, can request a four hour slide at the window on arrival. This would extend their minimum clearance time from 10 to 14 hours. Drivers would be limited to exercising this option no more than one time per week.

C. 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 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.

David Evans /s/  
For the Company

Tony Scott /s/  
For TNFINC

8/02/2013  
Date

8/02/2013  
Date

# ABF National Master Freight Agreement Carolina Freight Council Over-the-Road Agreement

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**.

## Article 40 – Scope of Agreement

Section 1 – Operations Covered – No Change

Section 2 – Employees Covered – No Change

Section 3 – City or Local work – No Change

### *Section 4 – Supervisory Personnel – Change as Follows*

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

**However, where no local cartage employees are on the property, a supervisor can load/unload an unscheduled customer pick-up or delivery on an occasional and incidental basis. It is understood that this provision is intended to apply only to unanticipated situations taking less than 30 minutes. The Company shall not intentionally schedule such pick-ups for times when the local cartage employees are not available.**

## Article 41 – Absence – No Change

Section 1 – Time off for Union Activities – No Change

Section 2 – Leave of Absence – No Change

Section 3 – Loss of Operating Privilege or License – No

Change

Section 4 – No Change

Section 5 – No Change

## Article 42 – Seniority – No Change

Section 1 – No Change

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

Memorandum of Understanding – No Change

Section 9 – No Change

Section 10 – No Change

Section 11 – No Change

Section 12 – No Change

## E-03

Section 13 – No Change

**Article 43 – Grievance Machinery – No Change**

**Article 44 – Grievance Machinery and Union Liability – No Change**

**Article 45 – Discharge, Suspension or other Disciplinary Action**

Agreed to add Article 26 National Language as follows after first paragraph.

**The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.**

**Article 46 – Examination and Identification Fees – No Change**

**Article 47 – Meal Period – No Change**

**Article 48 – Lodging – No Change**

**Article 49 – Pay Period – *\*\*See Article 17 of the National Agreement for modification.\*\****

**Article 50 – Paid for Time**

Section 1 – General – No Change

Section 2 – Call in Time – No Change

Section 3 – Runaround – No Change

Section 4 – Layover – No Change

Section 5 – Breakdowns, Impassable Highways

Section 6 – Deadheading – No Change

Section 7 – Bobtailing – No Change

Section 8 – Maximum and Minimum Running Times – No Change

Section 9 – Sign In Sheets – No Change

Section 10 – Trailer Switches – No Change

Section 11 – Sick Leave/Personal Days – No Change

**Article 51 – Mileage and Hourly Rates – Modify rates per National Monetary Agreement. *\*\*SEE MASTER AGREEMENT\*\****

**Article 52 – Mileage and Hourly Rates**

Section 1 – Modify rates and progression per National Monetary Agreement

Section 2 – Mileage Determination – No Change

**Article 53 – Turn-Around Runs**

**Section 1 – Hourly Rates of Pay – Modify rates per National Monetary Agreement *\*\*SEE MASTER AGREEMENT\*\****

Section 2 – No Change

Section 3 – No Change

Section 4 – No Change

Section 5 – No Change

**Article 54 – Through Runs**

**Section 1 – Hourly Rates – Modify rates per National Monetary Agreement *\*\*SEE MASTER AGREEMENT\*\****

Section 2 – No Change

**Article 55 – Subsequent Runs – No change**

**Article 56 – Two-Man Operation**

Section 1 – Mileage Rate of Pay – Modify rates per National Monetary Agreement

Section 2 – Pickup and Delivery and Delay Time – Modify rates per National Monetary Agreement

Section 3 through 15 and Memo of Understanding – No Change

**Article 57 – Vacations – Modify language to incorporate National General Monetary Agreement on Vacation in appropriate spot. *\*\*SEE MASTER AGREEMENT\*\****

Section 1:

Vacation Reduction

**(a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.**

**(b) Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one week.**

Section 2 – No Change

Section 3 – No Change

Section 4 – No Change

Interpretation – No Change

**Article 58** – Holidays – No Change

**Article 59 – Health and Welfare – National Summary of General Monetary for Health, Welfare and Pension shall be applicable. Language will be modified to incorporate the National Agreement. *\*\*SEE MASTER AGREEMENT\*\****

**Article 60 – Pension – National Summary of General Monetary for Health, Welfare and Pension shall be applicable. Language will be modified to incorporate the National Agreement. *\*\*SEE MASTER AGREEMENT\*\****

**Article 61** – Funeral Leave – No Change

**Article 62** – Steel Haul Only – No Change

**Article 63** – Protective Apparel – No Change

**Article 64** – Term of Supplement – Change Dates Only

