

TEAMSTERS

National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **Joint Council 40 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 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/JC 40 Committee:

Ernie Soehl, Eastern Region Freight Coordinator

Betty Rose Fischer, Local 538

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

TEAMSTERS JOINT COUNCIL NO. 40 FREIGHT COUNCIL SUPPLEMENTAL AGREEMENT

Embracing the Jurisdiction of Local Unions 30, 110, 249, 261, 397, 491, 538 and 585

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**.

PREAMBLE

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 491, 538 and 585 affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters, (hereinafter referred to as the Union) agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the **ABF** National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2008~~ **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

A. – *No Change*

B. – *No Change*

C. – *No Change*

Section 3. City or Local Work – *No Change*

ARTICLE 41. UNION SHOP AND DUES

Section 1. – *No Change*

Section 2.

A. – *No Change*

B. New Entry Rates

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

Effective April 1, ~~2008~~ **2013**, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

The above rates of pay shall not apply to casual employees.

The term "current rate" is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

Section 3. Definitions

A. Probationary/New Hire Employees

1. – *No Change*

(a) – *No Change*

B. Casual/Extra Employees

1. - *No Change*

E-05

(a) – *No Change*

(b) – *No Change*

(c) – *No Change*

(d) - *No Change*

(a) – *No Change*

(b) – *No Change*

(c) - *No Change*

(d) – *No Change*

ARTICLE 42. ABSENCE

Section 1. Time Off for Union Activities – *No Change*

Section 2. Leave of Absence – *No Change*

ARTICLE 43. SENIORITY

Section 1.

A. - *No Change*

(1) – *No Change*

(2) – *No Change*

B. – *No Change*

Section 2. – *No Change*

Section 3.

A. Posting – *No Change*

B. Layoffs - *No Change*

Section 4. Controversies - *No Change*

Section 5.

A. – *No Change*

B. – *No Change*

ARTICLE 44. GRIEVANCE MACHINERY

Section 1. Joint Area Committee – *No Change*

Section 2. Eastern Region Joint Area Committee – *No Change*

Section 3. Functions of Committees – *No Change*

Section 4. Attendance – *No Change*

Section 5. Examination of Records – *No Change*

Section 6. Change of Operations – *No Change*

Section 7. National Grievance Committee – *No Change*

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. – *No Change*

(a) – *No Change*

(b) – *No Change*

(c) – *No Change*

(d) – *No Change*

(e) – *No Change*

(f) – *No Change*

(g) – *No Change*

(h) – *No Change*

(i) - *No Change*

Section 2.

A. – *No Change*

B. – *No Change*

ARTICLE 46. DISCHARGE AND SUSPENSION – *No Change*

A. – *No Change*

B. – *No Change*

C. – *No Change*

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. – *No Change*

Section 2. – *No Change*

ARTICLE 48. HEALTH AND WELFARE – *No Change in the current wording.*

Effective 4/1/03 **13** the contribution schedule per employee per month shall be:

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

ARTICLE 49. PENSION PLAN

Section 1. – No Change in the current wording.

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

- (a) – No Change
- (b) – No Change
- (c) – No Change
- (d) – No Change
- (e) – No Change

ARTICLE 50. DEATH IN FAMILY – No Change

ARTICLE 51. COMPETITIVE EQUITY – No Change

ARTICLE 52. SICK LEAVE – No Change

ARTICLE 53. LOCAL CARTAGE PROVISIONS

Section 1. Pay Period

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week’s pay shall be held on an employee, except where a different pay program has been established or approved by the Joint Area Committee.

Payment of earned vacation and unused sick leave shall be made on separate checks and not included in the regular earnings check **and shall be subject to direct deposit.**

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Direct deposit is mandatory for employees hired after 4/1/03. Employees hired prior to 4/1/03 shall have the option for participation in direct deposit.

This Section shall also be subject to Article 17.

Section 2. Meal Period – No Change

Section 3. Sundays and Holiday Work

- A. Sundays – No Change**
- B. Holidays – No Change**

Section 4. Vacations

- A. – No Change**
- (1) – No Change
- (2) – No Change
- (3) – No Change
- (4) – No Change
- (5) – No Change
- (6) – No Change
- (7) – No Change
- (8) – No Change

(9) It is agreed that the above vaction eligibility schedule in effect as of March 31, 2013 shall be reduced by one (1) week.

(10) 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.

- B. – No Change**
- C. – No Change**
- D. – No Change**
- E. – No Change**
- F. – No Change**
- G. – No Change**
- H. – No Change**
- I. – No Change**

Section 5. Protective Apparel – No Change

Section 6. General Conditions

- A. – No Change**
- B. – No Change**
- C. – No Change**
- D. – No Change**
- E. – No Change**

E-05

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – All locations that currently have two (2) fifteen (15) minute breaks will be reduced to two (2) ten (10) minute breaks. Unless otherwise required by law. Exceptions are straight 8's and 4-10 hour shifts, for which breaks will remain the same. There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.

Section 7. Paid for Time

A. General – *No Change*

B. Call-In Time – *No Change*

C. Make Up Day – *No Change*

Section 8. Leased Equipment

A. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. This Section shall be subject to the MOU regarding purchased transportation.

Section 9. Wages and Hours

A. Wages - *No Change in the current wording.*

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

B. Hours and Guarantee

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) - *No Change*

(7) – *No Change*

(8) – *No Change*

(9) – *No Change*

C. 7-Day Operations

(1) – *No Changes*

ARTICLE 54. OVER-THE-ROAD PROVISIONS

Section 1. Pickup and Delivery Limitation

A. – *No Change*

B. – *No Change*

Section 2. Pay Period

A. – *No Change*

B. Payment of earned vacation and unused sick leave shall be made on separate check and not included in the regular earnings check, **and shall be subject to direct deposit.**

C. – *No Change*

D. – *No Change*

E. This Section shall also be subject to Article 17.

Section 3. Definitions

A. – *No Change*

B. – *No Change*

C. – *No Change*

Section 4. Protective Apparel – *No Change*

Section 5. General Conditions

A. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – *No Change*

J. – *No Change*

K. – *No Change*

L. – *No Change*

M. – *No Change*

N. – *No Change*

O. – *No Change*

P. – *No Change*

Section 6. Sleeper-Cab Operations – *No Change*

Section 7. Holidays

A. – *No Change*

a. – *No Change*

b. – *No Change*

c. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

Section 8. Vacations

A. – *No Change*

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) – *No Change*

(7) – *No Change*

(8) – *No Change*

(9) It is agreed that the above vacation eligibility schedule in effect as of March 31, 2013 shall be reduced by one (1) week.

(10) 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.

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – *No Change*

Section 9. Wages and Hours

A. Wages - *No Change to current language.*

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

B. Hours and Guarantees

(1) – *No Change*

(a) – *No Change*

(2) – *No Change*

C. Layover Time – *No Change*

D. Lodging – *No Change*

E. General

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

E-05

(6) – *No Change*

MEMORANDUM OF AGREEMENT – *No Change*

ARTICLE 55. TERM OF AGREEMENT

Term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, to be effective April 1, ~~2008~~ **2013**, except as to those areas where it has been otherwise agreed between the parties.

NEGOTIATING COMMITTEES

For the Local Unions:

**TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE**

~~Michael Susko~~ Betty Rose Fischer, ~~Chairman~~
~~Co-Chairman~~

~~**International Brotherhood of Teamsters
Joint Council 40**~~

~~Chairman
Co-Chairman~~

For the Employers ~~ABF Freight System, Inc.:~~

~~**TMI Division,
Motor Freight Carriers Assoc., Inc.**~~

~~Co-Chairman
Co-Chairman~~

~~**Western Pennsylvania Motor Carriers Association**~~

~~Chairman~~

