

TEAMSTERS

National Freight Industry Negotiating Committee



August 6, 2013

Dear ABF Teamster covered by the **Western Office Supplement (Part V)**:

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 one classification for office employees, however the bids will give an adequate description of the job duties and the start times involved;**
- **The rate of pay for the new office classification shall be at the highest rate currently paid at each terminal subject, however, to the wage adjustments contained in the National Economic Settlement; and**
- **All employees will be cross-trained while on-the-clock.**
- **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.**

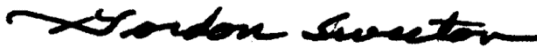
Please review the enclosed documents and cast your vote as soon as possible. Thank you for your continued support and please visit the “ABF Update” section at www.teamster.org for more information.

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

Western Region Negotiating Committee:

Bob Paffenroth, Local 63

Walter Maestas, Local 492

Michael Simone, Local 17

Rob Kniss, Local 63

**MEMORANDUM OF UNDERSTANDING
WESTERN STATES AREA SUPPLEMENTAL AGREEMENT
PART V OFFICE EMPLOYEES**

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:

- **THERE SHALL BE ONE CLASSIFICATION FOR OFFICE EMPLOYEES**

Office Clerical - performs full range of office clerical duties, including filing, tracing, payroll, account receivable, billing, invoicing, cashier functions, receptionist/answering phone and e-mail, imaging and coding, data entry, correspondence, mail, appointments, routing and pick up clerk functions, claims functions, rate clerk duties, over, short and damage clerical duties; many of these duties overlap with related activities of other unit and non-unit employees who are involved in overseeing, contributing to, checking, verifying and using or acting upon information flows and data in which the clerk plays a part.

- **NEW RATE OF PAY WILL BE EQUAL TO THE HIGHEST RATE CURRENTLY BEING PAID AT EACH TERMINAL** (subject, however, to the wage adjustments contained in the National Economic Settlement).
- **ALL EMPLOYEES WILL BE CROSS-TRAINED WHILE ON THE CLOCK**
- **BIDS WILL INCLUDE AN ADEQUATE DESCRIPTION OF THE JOB DUTIES AND THE START TIME INVOLVED (GENERAL BIDS AND ALSO ANY NEWLY POSTED BIDS)**

EXAMPLE OF OFFICE BIDS

0600 – 1430	OS&D – COLLECTIONS – Other Duties as Assigned
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0630 – 1500	PAYROLL - Other Duties as Assigned
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0830 – 1730	CALL SYSTEM - Other Duties as Assigned
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1530 – 0000	CIT DLV, Imaging - Other Duties as Assigned
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- **VACATION USE:** 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.

Walter Maestaes /S/
For TNFINC

8/02/2013
Date

David Evans /S/
For the Company

8/02/2013
Date

WESTERN SUPPLEMENT

PART V OFFICE EMPLOYEES

SUPPLEMENTAL AGREEMENT

OFFICE EMPLOYEES 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:

**California, Washington, Oregon, Nevada,
New Mexico, Arizona, Montana, Idaho, Utah,
Colorado and Wyoming**

ARTICLE 57. SCOPE OF AGREEMENT – *No Change*

Section 1. Employees Covered – *No Change*

Section 2. Competitive Equity – *No Change*

Section 3. Addendums to Agreements – *No Change*

ARTICLE 58. – *No Change*

Section 1. Recall from Lay-Offs – *No Change*

Section 2. Reduction in Work Force – *No Change*

Section 3. Bidding

The Employer agrees that when any ~~position~~ **start time** covered by this Supplemental Agreement is open, said position will be posted for bid at that office location, and may be bid upon by employees on that office's active seniority roster. ~~However, when a new starting time within a classification is changed, or an opening occurs due to a vacancy or an addition, employees within that classification shall have the first opportunity, on a seniority basis, to claim such starting time before it is posted for bid.~~ Abuse of changing starting times is

subject to the grievance procedure. Terminals shall have an annual bid. At the time of bidding an employee must be qualified to perform the functions of the job for which they are bidding. The Employer has the right to establish job requirements for each ~~bid classification~~ **start time**.

Seniority shall be the governing factor where the employee meets the provisions of the bid. Any controversy shall be subject to the grievance procedure, except that where the parties have established specified procedures for determining qualifications of employees for promotions, such procedures may continue in effect unless changed by mutual agreement.

Written notices of job openings are to be posted for bid for three (3) days. The bids **will include start times only** ~~shall contain an adequate description of the job duties, the starting time for such position, the rate of pay involved, and the requirements for the position.~~ Copies of all bid notices and awards shall be sent to the Local Union involved.

The Employer may change a starting time ~~in any classification~~ by no more than two (2) hours on a one (1) time basis during any calendar year without such ~~position~~ **start time** being subject to bid. If the change in starting times exceeds two (2) hours, the affected employee ~~in such bid classification~~ has the option to retain his bid position or may bump where his seniority and qualification permit. In such case, the vacated ~~start time position will be offered first within the classification and, if not filled in that manner,~~ will be posted for bid.

ARTICLE 59. MEAL PERIOD – No Change

ARTICLE 60. GENERAL PROVISIONS – No Change

Section 1. Split Shifts

There shall be no split shifts. An emergency callback as referred to in Section ~~9 8~~ of this ~~A~~article shall not be considered a split shift.

Section 2. Sanitary Conditions – No Change

Section 3. Extra Employees

(b) Casual employees may be used ~~in any classification of for~~ work covered by this Agreement, subject to an eight (8) hour minimum daily guarantee. ~~However, an Employer may utilize one biller on a minimum 4 hour daily guarantee. Furthermore, e-~~Casuals may be used on a 4-hour minimum guarantee where provided by mutual agreement between the parties.

(c) Replacement casuals may be utilized by an employer to replace regular employees who are off due to illness, vacation or other absence. Where the Company has at least three (3) hours notice that a regular employee will be absent from his shift, the casual shall be started at the same time as the regular's starting time, in order to be counted as a replacement casual. Where the Company has less than three (3) hours notice that a regular will be absent from his shift, a casual started within three (3) hours of the absentee's starting time shall qualify as a replacement casual. For the purpose of verifying that a casual was a replacement casual, the monthly casual report furnished to the local Union in sub-section (f) below shall be so noted.

~~A replacement casual shall work within the classification of the person being replaced provided such casual is qualified to perform the duties of the absent employee.~~

(c) The ~~classification of work performed each date, and the~~ hours worked; and

(g) Casual employees working on a holiday shall be paid the applicable hourly rate of pay and shall be guaranteed a minimum of eight (8) hours of work on such day. Casual employees will not be used ~~in a particular classification when the regular employees in that classification~~ are laid-off and have not been offered work.

Section 4. Coffee Breaks

All employees shall be granted a ~~fifteen (15)~~ **ten (10)** minute coffee break approximately halfway through the first half of their shift, and a ~~fifteen (15)~~ **ten (10)** minute coffee break approximately halfway through the second half of their shift. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time. Time

spent by the employee walking from his assigned work area to the coffee break area is included in the ~~fifteen (15)~~ **ten (10)** minute coffee break period and time spent returning to his assigned work is excluded from the ~~fifteen (15)~~ **ten (10)** minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a ~~fifteen (15)~~ **ten (10)** minute coffee break at the beginning of their normal start time.

In addition an employee who is required to work overtime continuous to their regular scheduled shift, shall receive a ~~fifteen (15)~~ **ten (10)** minute coffee break at the tenth (10th) hour provided the need to work overtime will continue beyond two (2) hours.

Section 5. Seniority Violation – No Change

Section 6. Paid For Time – No Change

Section 7. Work In Other Classifications

~~The rate of pay for employees regularly engaged in more than one (1) specified classification group shall be the average rate of the groups in which work is performed, provided, however, that an employee must work an average of more than one (1) hour per day in a given classification in order that such classification be used in the computation of the combination rate. If employees work in a higher classification for four (4) or more hours in any one (1) day, the rate of pay for such higher classification shall apply for the entire day. The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.~~

Section 8. Work In Other Jurisdictions – No Change

Section 9. Section 8. Emergency Callback

When an employee has clocked out and actually departed from the Employer's premises and is thereafter "called back" for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1-1/2) times the regular rate of pay for the ~~classification of~~ work that he performs. This is not to be considered as part of a split shift.

Section 10. Section 9. Call Time.

Section 11. Section 10. Work Opportunity at Other Terminals

ARTICLE 61.

Section 1. APPENDIX "A"

~~The classification of work performed by the employees under~~

this Supplemental Agreement and the Groups for such classification as well as a general description of the duties performed under each classification are set forth in Appendix “A” attached hereto and made a part hereof.

It is recognized that due to operational differences among the Company’s signatory to this Agreement and technological changes, the duties of employees working the classification contained herein will vary.

There will be one group and classification of office clerical employees covered by this Supplemental Agreement. It is also agreed and understood that the list of ~~classification in~~ **Appendix “A”** does not include all of the functions that are performed by the employees covered by this Supplemental Agreement and not being listed in no way diminishes the fact that, that work continues to be bargaining unit work.

Section 2. Rates of Pay – Appendix “B”

The rates of pay by ~~Groups of classifications~~, covered by this Supplemental Agreement, applicable to the various areas subject to this Supplemental Agreement, are set forth in Appendix “B” attached hereto and made a part hereof. **With one office classification, there will also be one office rate of pay for each area subject to this Supplemental Agreement.**

**ARTICLE 62. WORK WEEK AND GUARANTEES –
No Change**

Section 1. Minimum Work Week – No Change

Temporary Work Disruptions – No Change

Section 2. Work Day and Work Week – No Change

Section 3. Sunday Work

(a) With the exception of the employees working under Article 62 Section 2, all work performed on Sunday shall be at the rate of one and one-half (1-1/2) times the hourly rate of pay for the ~~classification of~~ work in which the employee is engaged, except where such Sunday is the seventh (7th) consecutive day, in which case all work performed on such Sunday shall be paid for at the rate of two (2) times the applicable hourly rate of pay for the ~~classification of~~ work. In each such instance of Sunday work the employee is guaranteed eight (8) hours work or pay.

Saturday Work

(b) Where the work week is Monday through Friday all work performed on Saturday shall be at the rate of one and one-half (1-1/2) times the regular hourly rate ~~for the classification in~~ **which the employee is engaged** with a guarantee of eight (8) hours work or pay.

**Premium Day – No Change
After 8 and 40 – No Change**

Section 4. Holiday Week Guarantees – No Change

ARTICLE 63. – No Change

Section 1. General Office Centralization Department – No Change

Section 2. Guidelines for Office Flexible Workweek – Breakbulk Terminals

(d) All ~~classifications~~ **office employees** under this guideline will be subject to an eight (8) hour daily guarantee. The weekly guarantee will be that specified in the Western States Area Office Supplemental Agreement.

APPENDIX “A”

**To the Western States Area Office Employees
Supplemental Agreement**

Group I – No Change

Interline Clerk – No Change

Cashier – No Change

Claim Clerk – No Change

O.S.&D. Tracing Clerk – No Change

Billing Clerk – No Change

Secretary – No Change

GROUP II – No Change

Payroll Clerk “A” – No Change

GROUP III – No Change

Rate Clerk Intrastate – No Change

Interstate – No Change

APPENDIX “B” – No Change

New hire rates:

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 3 - Local Union No. 483

*****SEE NATIONAL ECONOMIC SETTLEMENT IN
THE MASTER AGREEMENT*****

W-03

Joint Council No. 3 - Local Unions No. 190, 222 and 983

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 3 - Local Unions No. 104, and 492

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 28 — Except Local Unions No. 582 and
763

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 28 - Local Unions No. 582 and 763

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 38

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****

Joint Council No. 42

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE
MASTER AGREEMENT*****