

**ABF NATIONAL MASTER  
FREIGHT AGREEMENT  
AND  
CENTRAL PENNSYLVANIA  
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2018  
through June 30, 2023**



**2018-2023 ABF NMFA and Central Pennsylvania Supplement**

MASTER AGREEMENT WILL PRINT IN FRONT,  
FOLLOWED BY CENTRAL PENNSYLVANIA SUPPLEMENT

**CENTRAL PENNSYLVANIA  
ABF OVER-THE-ROAD AND  
LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2018  
through June 30, 2023**



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**CENTRAL PENNSYLVANIA  
ABF OVER-THE-ROAD AND LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT**

**For the Period:  
April 1, 2018 to June 30, 2023**

**PREAMBLE**

The Employer, ABF Freight System, Inc., its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and Local Union Nos. 229, 401, 429, 764, 771, 773 and 776, 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 Over-the-Road and Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the A.B.F. Master Freight Agreement for the period commencing April 1, 2018, 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**

The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, platform men, freight handlers, tow motor operators, checkers, switchers (or hostlers), Teamster Riggers and such other employees as may be presently or hereafter represented by the Union, engaged in over-the-road operations and/or in local pickup, delivery and assembling of freight within the area located within the jurisdiction of the Local Union.

## **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes, but is not limited to, all employees used in dockwork, checking, stacking, loading, unloading, handling, shipping, receiving and assembling.

Employees on student trips shall be paid in accordance with the provisions of this Agreement.

Over-the-road employee shall be any driver, chauffeur, or driver-helper, operating a truck or tractor, or any other vehicle, for line haul transportation purposes between the terminals operated by the Employer.

In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his/her services, as well as the ends to be accomplished.

## **Section 3.**

Over-the-road drivers shall not be permitted to perform dock work, city pickup and delivery services or peddle run service, except as specifically permitted in Article 57, Section 3, Subsection 6(b) and Article 60. The prevailing local hourly wage rates shall govern all wages and conditions of runs exclusively within a radius of the home terminal, provided the hourly wage rates are equal to or higher than the mileage rates.

## **Section 4.**

(a) This Area Supplement to the A.B.F. Master Freight Agreement does not cover or prescribe the terms and conditions of employment for the following classifications of employees which had been covered in the expired Central Pennsylvania Local Motor Freight

Agreement for the period August 15, 1962 through August 31, 1964: office employees, mechanics, garage employees, garage helpers, greasers.

Wage rates and other conditions of employment covering these job classifications are now prescribed in the Central Pennsylvania Mechanics and Office Employees Agreement, effective April 1, 2008. It is agreed, however, that employees in these categories continue to be a part of the Transport Employers Association, Inc. bargaining unit.

(b) It is agreed that the employees in the classifications of mechanics, garage employees, garage helpers and greasers which classifications have been excluded from this Supplemental Agreement, shall continue, however, to accrue, and hold Company and terminal seniority and the right to claim work in the job classifications remaining in this Supplemental Agreement, according to their seniority and subject to their qualifications for the work claimed, where such right has prevailed in the past.

## **ARTICLE 41. LEAVE OF ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

### **Section 2. Leave of Absence**

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be se-

cured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment unless there is an agreement to the contrary between the Employer and Union. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

### **Section 3.**

Agreements between the individual Employer and the Local Union involved regarding employees on leave of absence because of employment by the Union shall prevail.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of employment in such position without discrimination or loss of seniority rights and without pay.

### **Section 4.**

When a driver's permit has been revoked for reasons other than those for which he/she can be discharged by the Company, under such circumstances he/she shall be offered available work other than driving at the bottom of the extra list for the period of revocation; however, he/she shall be offered such available work before it is assigned to new employees. He/she shall be granted leave of absence for the time his/her permit is revoked, but not to exceed three (3) years.

## **ARTICLE 42. SENIORITY**

### **Section 1.**

(a) Seniority as measured by length of continuous service with the Employer shall prevail at all times. The applications of seniority shall be determined by mutual agreement between the Employer and the Local Union.

(b) A new employee shall work under the provisions of this Agreement but shall be employed only for a thirty (30) day probationary period, during which period he/she may be terminated without fur-

ther recourse; provided however, that the Employer may not terminate a probationary employee for the purpose of evading this Agreement or discriminating against Union members. An Employer is not required to give an explanation for termination within the thirty (30) day probationary period; however, he/she shall advise the Local Union, in writing, when a probationary employee will not be recalled for work no later than ten (10) days from the date of termination. After working fifteen (15) days of the probationary period, a probationary employee will be placed on the regular extra list in accordance with his/her date of hire, and shall be afforded work opportunity in accordance with such position standing. However, this position standing does not entitle the probationary employee to any benefits of this Article during such probationary period. After working thirty (30) days within a six (6) month period, the employee shall be placed on the regular seniority list. The first day worked in the qualifying six (6) month period shall be the employee's seniority date.

In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

Consistent abuse of the above provisions shall subject the Employer to the grievance procedure.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked. Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

(c) (1) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as

hereinafter provided. Casuals shall not be discriminated against for future employment.

(2) Replacement casuals may be utilized by an Employer to replace regular employees, when such regular employees are off due to illness, vacation or other absence, except when an absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

(3) Any casual used by the Employer for seventy (70) eight (8) hour shifts within six (6) consecutive months, shall be automatically processed by the Employer to determine whether the casual meets the Employer's hiring standards and qualifications. After working seventy (70) eight (8) hour shifts in six (6) consecutive months, the casual shall be placed on preferential status. If after being placed on such preferential hiring list the casual works thirty (30) eight (8) hour shifts, they shall be added to the seniority list with a seniority date as of the 30th tour.

If the casual employee meets the Employer's hiring standards and qualifications for regular employees, he/she shall be placed on a preferential hiring list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential hiring list and he/she shall not be subject to any probationary period. His/her seniority date will be the date he/she is put on the regular seniority list. Failure of the Employer to add casuals from the preferential hiring list in this order shall subject the Employer to a runaround claim.

If the casual employee does not meet the Employer's hiring standards and qualifications, or refused to accept regular employment while on the preferential hiring list, the casual and the Local Union shall be so notified in writing and his/her use as a casual will be discontinued.

Casual employees on the preferential hiring list shall be offered available extra work in seniority order by classification, as among themselves and shall be afforded the same verification call proce-

ture as regular employees, if unavailable at the time of a work call. The Employer shall not be obligated to make more than one (1) call per casual to offer such work. Further, casuals on the preferential hiring list shall have access to the grievance procedure in the event of disciplinary action.

(4) When an Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in two (2) consecutive calendar months, the Employer shall be required to add one (1) employee to the regular seniority list from the preferential hiring list for each such thirty (30) days worked by casual employees as described above.

If there is no one on such list, the Employer shall select and place one of its currently employed casual(s) into probationary status. Such probationary employee must be selected from that list of casuals who worked in the above mentioned two (2) consecutive calendar months that caused the selection process. The addition of the appropriate number of regular employees to be added must be completed within sixty (60) days from the first day of the month following the start of the probationary period. Failure to add regular employees within the prescribed time shall subject the Employer to runaround claims.

(5) Four (4) hour casuals may be used to supplement the work force and shall not be called for less than four (4) hours work; and, if worked over six (6) hours, shall be guaranteed eight (8) hours. When an Employer calls casuals to work, they will inform the casual of their intent on the length of the tour of duty (i.e., four (4) or eight (8) hours). Failure of the Employer to notify the employee shall be considered an abuse and is subject to the grievance procedure. If four (4) hour casuals are worked on a "back-to-back" or overlap basis, they will then be counted as supplemental casuals as provided in subsection (4) above. Use of four (4) hour casuals in the road classification shall be prohibited.

(6) A monthly list of all extra (e.g., laid off), casual (supplemental or replacement) and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall show:

- (a) the employee's name, address and social security number;
- (b) the date worked;
- (c) the classification of work performed each date, the hours worked; and
- (d) the name and date, if applicable, of the employees absent.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or the job shop steward.

Any alleged violation or subterfuge of this section may be grieved by the Local Union.

(e) Employee's Company seniority shall be dovetailed in the opening and closing of terminals within the Central Pennsylvania Area. In the event of purchase or merger of companies, the employees of the surviving company shall maintain their seniority standing. The employees of the company purchased or merged shall be placed at the bottom of the surviving company's seniority listing in order of their seniority standing with their former company. The seniority of such employees shall commence from the first day worked for the surviving company. In the event of a merger, if there is a dispute in determining the surviving company, it shall be subject to the grievance procedure.

(f) The provisions of Article 3, Section 3 shall apply to casuals.

## **Section 2.**

(a) Seniority shall be terminated and the Employer-employee relationship shall be severed by any of the following:

1. Discharge
2. Voluntary quit
3. Layoff for a period of five (5) years from last date of employment
4. Failure to respond to notice of recall



5. Unauthorized leave of absence or unavailable or failure to report for work for five (5) consecutive workdays.

#### 6. Voluntary retirement

(b) An employee who was removed from his/her Employer's seniority list because of a total and permanent related disability and who received total and permanent disability benefits from Social Security and/or the Central Pennsylvania Teamsters Pension Fund and who recovers within a period of five (5) years from the date of his/her disability and is physically and mentally qualified to perform the work of his/her former position with his/her Employer shall be returned to that position or in the classification of work he/she performed at the beginning of his/her disability and in the seniority he/she held at that time.

### **Section 3.**

Overtime work shall be assigned to employees within their respective job classifications in accordance with the rules of seniority. In the application of overtime work, however, it is understood that the Employer is not required to assign 6th and 7th day work in seniority when it would result in a premium pay penalty; therefore, employees subject to straight-time pay may be assigned work before employees subject to 1 1/2 time pay, and employees subject to straight-time pay or 1 1/2 time pay may be assigned work before work is assigned to employees subject to double-time pay.

A senior employee will be afforded work opportunity before a junior employee until he/she has worked forty (40) straight time hours.

An employee that receives pay for a sick day, funeral leave, or jury duty, will be called in his/her seniority position along with other employees being called for a sixth punch or seventh punch, however, he/she will be paid in accordance with the provisions of this Agreement.

### **Section 4.**

When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees shall be returned to work in the

reverse order in which they were laid off providing they still maintain seniority as described herein; and further providing the employees retained at the time of layoff, or the employees recalled at the time of recall from layoff, must be qualified to perform the work required.

With respect to layoff affecting steward(s), the Employer and the Union agree that in the case of more than one steward per classification (not shift), the protection against layoff will only be applicable to that individual steward so designated by the Local Union as the chief steward. In the absence of such designation by the Local Union, the Employer will recognize the protection against layoff to the most senior employee by classification (not shift), designated a steward by the Local Union.

When an employee has not been offered work opportunity for a period of two (2) consecutive weeks he/she shall be considered as laid off.

When laid off employees are used three (3) days per week for four (4) consecutive weeks, the senior laid off employee shall be recalled.

In the event of recall, the employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery of the Employer's notice, the employee must notify the Employer by telephone, telegram, registered letter, certified mail, of his/her intent to return to work and must actually report to work within seven (7) calendar days. In the event an employee is unable to report within the seven (7) calendar days, but notified the Company of his/her intent to return to work and gives them a reasonable time that he/she will report, said employees will not lose their seniority status. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

## **Section 5.**

The Local Union Representative and the Employer shall mutually agree, in writing, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain se-

niority rights upon their return to their original unit. In the absence of such written agreement, such employee shall lose all seniority rights upon leaving.

## **ARTICLE 43. GRIEVANCE PROCEDURE**

### **Section 1. Procedure**

(a) Employees initiating grievances shall set forth their claim, in writing, to the Employer with a duplicate copy to the steward and/or the Union Representative within seven (7) calendar days after he/she returns to his/her home terminal or seven (7) calendar days from the occurrence of the matter. In the event the employee fails to comply with these provisions of paragraph (a) the grievance shall be considered untimely, thereby waiving his/her rights under the provisions of Article 43. The Union shall, in its sole discretion and judgment, determine whether grievances initiated by employees have sufficient merit to justify their submission through the grievance procedure established herein. The Union Representative or steward shall first endeavor to settle the matter by direct negotiations with the Employer, failure to resolve the matter, the grievance shall be submitted to the A.B.F. Joint Area Grievance Committee within thirty (30) days of the date of the grievance.

In the event more than one employee initiates a grievance, all employees shall be named in the grievance. In cases of monetary claims, each named employee shall set forth his/her specific claim in the grievance.

(b) The Union may initiate grievances by setting forth its claim in writing, signed by a Union representative and filing the same with the Employer within ten (10) calendar days from the date of the occurrence of the matter. In the event the Union fails to comply with these provisions of paragraph (b) the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The Union shall have the right to file and obtain adjustment of a grievance, notwithstanding the fact that it was or could have been the subject of an employee's grievance which was not filed by an employee.

(c) The Employer may initiate grievances by setting forth his/her claim, in writing, signed by an authorized representative and filing the same with the Union within ten (10) calendar days from the date of the occurrence of the matter. In the event the Employer fails to comply with those provisions of paragraph (c) the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The rights and privileges of the Employer under this paragraph shall be the same as the rights and privileges of the Union under paragraph (b) hereof.

(d) The parties shall attempt to meet and settle a grievance within a period of seven (7) days from the date of filing of the grievance. Should the parties to any grievance be unable to settle, resolve or adjust the matter within the period prescribed above, or any extended period, which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have the right to submit the grievance to the A.B.F. Joint Area Grievance Committee.

## **Section 2. A.B.F. Joint Area Grievance Committee**

(a) The A.B.F. Joint Area Grievance Committee shall be composed of the representatives of the Employer and/or Employer Association, where applicable and the representative or alternate from each of the Local Union Nos. 229, 401, 429, 764, 771, 773, 776. The expenses incurred by the A.B.F. Joint Area Grievance Committee shall be borne equally by all the Local Union, Employer and/or Employer Association, where applicable, members who are parties to this Agreement. This Section may be modified by the Committee's Rules of Procedure.

(b) The efficient operation of the Committee including those matters related to but not limited to the selection and duties of the Secretary, the preparation of the agenda, the scheduling and hearing of cases and the expenses of the Committee shall be governed by the Committee "Rules of Procedure".

The Secretary, if not a member of the A.B.F. Joint Area Grievance Committee, shall have no voice in making decisions and shall perform only the duties assigned to him/her by the A.B.F. Joint Area Grievance Committee.

The Secretary shall attend the meetings to prepare and keep the minutes and provide copies of the minutes to the members of the Committee and shall also provide copies of the decisions of the A.B.F. Joint Area Grievance Committee to all Employer and/or Employer Association, where applicable, members and Local Unions who are party to cases heard.

(c) A grievance to be heard by the A.B.F. Joint Area Grievance Committee must be in writing and submitted to the Secretary on the agreed-to submission forms seven (7) days prior to the meeting of the A.B.F. Joint Area Grievance Committee. It is agreed there shall always be equal representatives of the Local Unions and Employer and/or Employer Association, where applicable, members on the A.B.F. Joint Area Grievance Committee and the decision of the majority of the Committee members present at the meeting shall be final and binding on all parties with no further appeal.

(d) It is understood and agreed the Employer and the Local Union involved in a proceeding before the Committee will be ineligible to act as a member of the A.B.F. Joint Area Grievance Committee during that proceeding.

(e) When the A.B.F. Joint Area Grievance Committee fails to reach a majority decision, the case shall be considered deadlocked and referred to the A.B.F. Eastern Region Joint Area Committee.

Except in cases involving “cardinal” infractions under the Central Pennsylvania Supplemental Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

“Non-Cardinal” intent to discharge cases shall be docketed to be heard at the next regularly scheduled A.B.F. Eastern Region Joint Area Committee/A.B.F. Joint Area Grievance Committee meeting.

Discharge cases, which have been deadlocked by the A.B.F. Eastern Region Joint Area Committee, shall be referred back to the Central Pennsylvania Negotiating Committee for resolution. Failure of the Central Pennsylvania Negotiating Committee to resolve

the issue, it shall be submitted to final and binding arbitration as set forth in the Central Pennsylvania Joint Area Grievance Committee Rules of Procedure.

(f) A pay award of the A.B.F. Grievance Committee referred to above, or a pay claim resolved between the Local Union and the Employer, shall be paid no later than the 2nd regular pay day after the Employer has received notice of the decision and award from the Grievance Committee, or agreed to such pay claim settlement in writing. Consistent abuse of this provision may subject the Employer to penalty pay.

The term “regular pay day” means the next regular pay day for the week in which the Employer receives notice of the decision and award from the Committee.

(g) Questions involving interpretations of this Agreement will be referred to the A.B.F. Negotiating Committee for a decision.

(h) Changes of Operation involving Local Unions bound by the terms and provisions of this Agreement will be filed directly with the Central Pennsylvania Joint Area Grievance Committee.

## **Memorandum of Understanding**

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England  
New England  
New York State  
New Jersey/New York  
New Jersey/New York 701  
Philadelphia & Vicinity

Central Pennsylvania  
Maryland/DC  
Virginia Freight Council  
West Virginia

Additionally the Committee may be required to meet at a Supplemental location for a “special hearing” of out of service cases, no later than thirty (30) days after the request is received by TMI/TEA. In such event, any unresolved cases from that same Supplement may also be heard at this session, if mutually agreed to by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that local Union representatives who are appearing as presenters or witnesses for the Local Union involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or to the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the rules of procedure of each Supplement.

### **Section 3. Examination of Records**

The Local Union or A.B.F. Joint Area Grievance 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.

Employees shall have the right to review their personnel file once a year upon written request to the Employer. Such request shall be complied with by the Employer within ten (10) days.

### **Section 4. Right to Institute Legal Proceedings**

Nothing herein shall prohibit legal proceedings by any party hereto for a breach of the provisions of Article 53, Strikes and Lockouts.

### **Section 5. Claim for Delinquent Contributions to Health and Welfare and Pension Funds**

It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contribution to the Health and Welfare Fund and/or Pension Fund, created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union has given seventy-two (72) hours' notice, excluding Saturday, Sunday, and holidays, to the Employer of such delinquency in Health and Welfare or Pension Fund payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Action for delinquent contributions may be instituted by either the Local Union, or the Conference.

Any delinquent Employer must also pay all attorney's fees and costs of collection.



## **Section 6. National Grievance Committee**

All questions of interpretation involving any Article in the National Master Agreement not specifically covered in this Agreement shall be promptly referred to the National Grievance Committee by the Joint Area Grievance Committee.

## **ARTICLE 44. DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to any employee before he/she is suspended or discharged if the cause of such suspension or discharge is dishonesty, proven theft, drunkenness, drinking alcoholic beverages, or while under the influence of alcoholic beverages, or drug intoxication as provided in Article 35, Section 3, the use of narcotics (as described in the Federal Pure Food and Drug Act), barbiturates, or amphetamines, or the possession of narcotics named above during a tour of duty, refusal to submit to a sober-meter, other sobriety or alcohol test, recklessness resulting in a serious accident while on duty, failure to report an accident, unprovoked assault on an Employer or management supervisor, carrying of unauthorized passengers, willful abuse of Company equipment or direct refusal to obey instructions from an authorized management employee which are not in violation of this Agreement. While this Article clearly indicates offenses for which an employee may be discharged without prior warning, there may be certain instances where an employee's gross misconduct or actions may justify suspension or discharge without a prior warning. Gross misconduct is defined to mean proven conduct that exposes the Employer to monetary liability from third parties, governmental entities or other employees. Disputes arising from such instances shall be resolved by the Grievance Committee. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice, and such warning notice shall be issued no later than seven (7) days from the date the Employer became aware of the occurrence.

Any employee discharged away from his/her home terminal shall be provided the fastest available transportation to his/her home terminal at the Employer's expense. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated. The Joint Local City Grievance Committee and the Joint Area Grievance Committee shall have the authority to order full, partial or no compensation for time lost. The Employer shall not in any way intimidate or harass any employee in the performance of his/her duties.

If a letter of investigation is issued, the letter will not remain in effect for longer than thirty (30) calendar days, unless it is a serious vehicular or tow motor accident.

Although theft of time and excessive absenteeism shall not be cause for immediate discharge, it is recognized as an offense for which disciplinary measures may be invoked.

Uniform rules and regulations with respect to disciplinary action may be drafted but must be approved by the Joint Area Grievance Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

## **ARTICLE 45. EXAMINATION AND IDENTIFICATION FEES**

### **Section 1. Examinations**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent or cost of such examination in the case of applicants for jobs, and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by employees exceeds two (2) hours, and in that case, only those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1)

year, unless the employee has suffered serious injury or illness or work record indicating repeated absenteeism due to sickness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employers.

An employee shall notify his/her Employer when he/she is ready to return to work after an absence due to an accident or illness. The Employer shall, when it requires a physical examination, make arrangements within 48 hours, Saturdays, Sundays, and holidays excluded, of the receipt of the employee's return to work notice, to have its Doctor examine the employee.

When the Employer's Doctor decides the employee is not physically or mentally qualified to perform the work required on his/her job the employee may arrange for an examination by his/her own doctor. If the employee's Doctor decides the employee is qualified physically and mentally to perform the work required on his/her job, the employee shall submit the written report from his/her Doctor to the Employer and request an examination by a neutral Doctor. Request for examination by neutral doctor may be made by either the employee or the Employer.

If the two (2) doctors disagree as to the employee's physical or mental condition, such two (2) doctors shall mutually select a third (3rd) neutral doctor within seven (7) days, whom shall possess the same qualifications as the most qualified of the two (2) selecting physicians, whose opinion shall be final and binding on the Company, the Union and the employee. Such third (3rd) neutral doctor shall be required to physically examine the employee and all of the employee's previous relevant medical records and history, including the findings of the first two (2) doctors, and based upon such examination, to give his/her opinion as to whether or not the employee is physically or mentally capable of performing his/her normal duties. If the third (3rd) doctor agrees with the employee's doctor, the employee shall be paid all lost wages and fringes back to the date the Company doctor did not agree with the employee's doctor. Following submission to the employee's health insurance carrier, any unpaid expense of the third (3rd) doctor shall be equally divided between the Employer and the Union. Disputes concerning the selection of the neutral doctor or back wages shall be subject to the grievance procedure.

## **Section 2. Identification**

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.

## **Section 3. Polygraph**

No employee shall be required to take any form of lie detector test as a condition of employment.

# **ARTICLE 46. PAY PERIOD AND ELECTRONIC FUNDS TRANSFER**

## **Pay Period**

All regular employees covered by this Agreement shall be paid in full each week. The pay day for all employees shall be Friday. Pay stubs or paper checks will be available on payday at the end of the employee's work shift. Not more than one (1) week's pay shall be held on an employee.

If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc., an employee's paycheck does not arrive at the employee's facility by payday, the employee will be paid on that day by station draft.

Effective April 1, 2013 all new employees shall be required to enroll in the direct deposit and or debit card program if allowed by law.

Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check to the employee at the address designated by the employee.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then

such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term regular pay day means the next regular pay day for the week in which the pay shortage or overage is verified.

### **Electric Funds Transfer (Direct Deposit)**

Where not prohibited by State law, all employees hired after the date of ratification are required to use electronic deposit of their paychecks. If the employee is enrolled on Direct Deposit and the employee's pay is not deposited to their bank account on payday due to employer error, the employee's pay will be deposited to the employee's account by means of Electronic Funds Transfer or the employee will be paid by station draft that same day.

If an employee hired after the date of ratification is unable to obtain a bank account, he/she will be paid electronically using a pay card/debit card. If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc., an employee's "paycheck" or debit card does not arrive at the employee's facility by payday, a replacement check will be issued at the General Office and mailed to the employee's facility by the end of that business day.

The Employer shall furnish an itemized statement of earnings and deductions with all paychecks.

## **ARTICLE 47. MEAL PERIOD**

### **(a) Applicable to the Road Operation**

All employees shall be granted a meal period not to exceed one (1) hour in any one (1) day, for which they shall not be paid.

Where there is an accessible eating place which means a facility with hot and cold foods as well as an area for sitting down to eat for drivers on meet relay operations, the driver may be assigned his/her meal period; however, when meal period is assigned, the Employer waives his/her right under Article 57, Section 2(d).

(b) Applicable to the Local Cartage Operation

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour before he/she has been on duty four (4) hours or after he/she has been on duty six (6) hours. An employee, required to work during the two (2) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo nor shall meal period be compulsory when or where there is no accessible eating place.

With respect to the one (1) hour, only employees whose bid so states shall be subject to a one (1) hour meal period.

If during the period of the bid week, the meal period is changed to thirty (30) minutes for that day, the employee shall not be required to take more than thirty (30) minutes meal period for the remainder of the bid week.

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.

## **ARTICLE 48. VACATIONS**

Subject to the following qualifying provisions, employees covered by this Agreement shall be granted vacations with pay during each vacation period in accordance with the following schedule:

Period of Employment	Vacation Period
1 year, less than 2 years	1 week
2 years, less than 8 years	2 weeks
8 years, less than 15 years	3 weeks
15 years, less than 20 years	4 weeks
20 years or more	5 weeks
30 years or more	6 weeks

### Vacation Restoration

(a) Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation anniversary date that begins on or after April 1, 2018. The new vacation eligibility schedule shall be the vacation eligibility schedule in the applicable 2008 to 2013 supplemental agreements.

(b) Vacation for vacation anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior eligibility schedule and will be subject to the terms of that bargaining agreement and will not be affected. No employee shall be subject to the loss of more than 1 week of vacation per vacation anniversary year earned from April 1, 2013 to March 31, 2018.

### **Section 1. Qualifications**

(a) An employee in order to qualify for his/her first week vacation must:

- (1) be a regular employee as provided in Article 42;
- (2) must have completed one (1) year of employment from his/her established seniority date;
- (3) must have worked eight hundred (800) hours or more prior to his/her anniversary date.

The provisions of Section 2(c) do not apply when there is not sufficient time between the employee's anniversary date and the expiration date of the current vacation for which he/she has qualified within that vacation period. In this situation, he/she shall be permitted to take the vacation for which he/she has qualified partially or

entirely in the next vacation period. He/she is additionally qualified for, shall be given and paid for a vacation during the next vacation period if he/she has worked the required eight hundred (800) hours during the vacation period in which his/her anniversary occurs.

(b) Employees who have worked eight hundred (800) hours or more during the preceding vacation period shall be eligible for vacation. Vacation, holiday and overtime hours, as well as time not worked because of occupational illness or injury, shall count as time worked for the purpose of qualifying for vacation, provided employees on occupational illness or injury would have otherwise earned the qualifying hours. In the event of merger, purchase, etc., employees with ten (10) or more years seniority shall be protected from the qualifying provisions of this Article for a period of one (1) year.

An employee with five (5) or more continuous years of service who dies or retires and has worked eight hundred (800) hours as required in this paragraph (b) during the current vacation period shall be paid for the vacation for which he/she has qualified.

(c) When an employee becomes permanently disabled, he/she shall qualify for his/her vacation period only during the vacation period in which such permanent disability occurs.

An employee who is unable to work because of permanent disability or occupational or non-occupational disability shall be paid vacation pay:

(i) For the vacation which he/she qualified for in the vacation period preceding the vacation period in which the disability occurred;

(ii) For the vacation for which he/she qualified for working eight hundred (800) hours required in paragraph (b) prior to the date of the disability during the vacation period in which the disability occurred.

(d) All vacation earned by an employee shall be paid for by the Employer, except an employee who is discharged shall not be paid vacation if the action of discharge is prior to the employee's bid or assigned vacation period.



(e) An employee who qualified for but did not take nor was paid for a vacation during the vacation period following the qualifying period because he/she was granted a leave of absence to serve in a Local Union office shall be entitled to the vacation he/she qualified for when he/she returns to employment in his/her seniority with his/her former Employer.

## **Section 2. Vacation Periods**

(a) Shall be granted during the twelve (12) month vacation period, April 1 through March 31, of the following year.

(b) Must be taken in consecutive days for each week of vacation period except employees who have qualified for two (2) weeks or more shall have the option at the time of bidding to work two (2) weeks in lieu of time off or to take one (1) week of vacation one (1) day at a time. Employee electing to take one (1) week of vacation one (1) day at a time shall schedule each day in advance with the Employer. Vacation days taken one (1) day at a time shall not be considered as time worked for the purpose of computing premium time.

(c) Must be selected and taken during each vacation period.

(d) Shall be selected in seniority.

(e) The Employer shall determine the number of employees working in each job classification permitted to be on vacation during a workweek.

(f) During the first two (2) weeks of Pennsylvania antler deer season which normally fall on the first Monday after Thanksgiving and regularly scheduled doe season, the Employer need not be required to leave more than a maximum of ten percent (10%) for the first two (2) days and a maximum of seven percent (7%) for the remainder of the period, of his/her employees off work in each classification or shift, vacation excluded. Employees must present a valid Pennsylvania or other states hunting license at time of request.

(g) During those weeks outside the period of May 1st through October 1st, the Employer shall post the vacation schedule in accordance with their established past practice provided, however, those weeks in excess of the five percent (5%) may be reduced to five percent (5%) accordingly. The Employer shall continue to maintain their

past practice, if in excess of five percent (5%) during the weeks of Christmas and New Year's only. A minimum of ten percent (10%) of the total number of employees by classification shall be permitted to go on vacation per week between May 1st and October 1st each year. Under no circumstances will the total percentage of employees permitted to go on vacation between May 1 and October 1 be less than sixty percent (60%).

(h) A system driver scheduled to go on vacation shall be dispatched to arrive at his/her domicile terminal no later than twelve (12) hours prior to the beginning of the employee's workweek or shall be paid at the applicable hourly rate prescribed in Article 57- Paid For Time, for the actual time he/she arrived at his/her domicile terminal after twelve (12) hours prior to the beginning of the Employer's scheduled workweek, provided the late arrival was due to an improper dispatch. Proven consistent abuse by the Employer shall subject the Employer to double time pay for all time in violation.

Extra board road driver's vacation must be taken and completed within the workweek.

### **Section 3. Posting of Vacation Schedules**

Vacation schedules shall be posted by the Employer in conjunction with the annual bid to become effective on or about April 1. An employee who does not select his/her vacation period when vacation schedules are posted for bid shall be afforded a selection of those available weeks within one week after the initial posting of the vacation bid and must be selected at that time or be assigned his/her vacation period by the Employer. It is expressly understood that employees selecting his/her vacation after the initial bidding will not be allowed to affect the vacation selection of junior employees.

A copy of the completed vacation schedule shall be forwarded to the Local Union on or before April 1st of each vacation period.

### **Section 4. Holiday Pay During Vacation Period**

Holiday pay shall be paid in addition to vacation pay when a holiday specified in this Agreement occurs during a selected vacation

period, unless an employee is on layoff or has not worked thirty (30) days prior to the holiday.

## **Section 5. Returned Servicemen**

(a) The period of time an employee is in the military service, pursuant to the provisions of the Universal Military Training Service Act, or as amended, and the Reserve Forces Act of 1955, or as amended, shall be included in determining qualifications for vacations.

(b) Employee who enters or returns from military service as defined in Article 15 of the National Master Freight Agreement shall be paid vacation pay on the following basis:

### **1. Employee Entering Military Service**

(i) Vacation pay shall be prorated and computed on the basis of the number of hours worked from the first day of the qualifying wage agreement period to the last day worked prior to entering military service in relation to the required qualifying eight hundred (800) hours prescribed in paragraph (b), Section 1.

(ii) The employee shall be paid the vacation for which he/she qualified as provided above when he/she leaves his/her employment to enter military service. The vacation pay is in addition to the vacation and pay for which the employee qualified during the preceding vacation period.

### **2. Employee Returning From Military Service**

(i) Vacation pay shall be computed on the basis of the number of hours worked from the first day worked after returning from military service to the end of the current wage agreement period in relation to the required qualifying eight hundred (800) hours prescribed in paragraph (b), Section 1.

(ii) The vacation for which the employee qualified as provided above shall be granted and paid during the next vacation period, as provided in Section 2.

## **Section 6.**

### **(a) Applicable to Road Operation**

Vacation pay for each week shall be the weekly average of the previous year's W-2 form. Full weeks of absence due to illness, injury or notice of layoff shall not be counted in the averaging.

Vacation pay will be subject to a minimum of forty-five (45) hours at the regular rate in effect at the beginning of the qualifying period, provided the employee has worked or otherwise been compensated for 1248 hours (excluding vacation pay and unused sick leave) during the qualifying period.

### **(b) Applicable to Local Operation**

All job classifications subject to hourly rates shall receive forty-five (45) hours' pay at the applicable straight time hourly rate for each vacation week, except employees bid on a five (5) day bid job per week at not less than nine (9) hours per day who shall receive fifty (50) hours pay at the applicable straight time hourly rate for each vacation week.

### **(c) For Work in Two (2) or More Job Classifications During Qualifying Period.**

Vacation pay for each week for employees regularly working in the road and hourly classifications shall be the average weekly gross earnings during the preceding qualifying period, subject to a minimum vacation pay of forty-five (45) hours at the straight time hourly rate in effect at the time the vacation is taken.

(d) Vacation pay shall not be paid in lieu of a vacation period, except as otherwise provided in Section 2 (b) of this Article.

(e) Employee, upon giving reasonable notice of not less than two (2) weeks to the Employer, shall be given his/her vacation pay before starting his/her vacation.

(f) The vacation pay for which a deceased employee qualified, as required in Section 1 (b) of this Article but did not take nor receive

payment for prior to his/her death, shall be promptly paid to his/her designated heir(s) or in the event no heir(s) has been designated, to the deceased employee's estate.

## **ARTICLE 49. HEALTH & WELFARE**

(a) The Employer agrees to make the following contributions to the Central Pennsylvania Health and Welfare Fund for each regular, casual or probationary employee under the jurisdiction of this Agreement, in accordance with the terms of the Trust Agreement and Plan executed by the Employer. Any proposal to switch employees from coverage by one health and welfare fund to another must be agreed to by mutual agreement of the Employer and Union representatives of the Central PA Supplemental Negotiating Committee. In the event of a deadlock by the Central PA Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

The Company shall continue to contribute to the same Health and Welfare and Pension Funds it was contributing to as of March 1, 2018 and abide by each Fund's rules and regulations. The Company shall execute all documents and participation agreements required by each Fund to maintain participation. The Company shall continue to contribute at the rates as of March 31, 2018 as determined by the applicable Fund.

The Article 20 approval process is no longer required. If the Company refuses to honor a request for an increase from the applicable Fund, the matter shall proceed directly to the National Grievance Committee for consideration. If the National Grievance Committee deadlocks, the request of the Fund shall prevail and be honored by the Company. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

Due August 1, 2018, the Supplemental Negotiating Committees shall allocate thirty-nine cents per hour (\$0.39 per hour); due August 1, 2019, the Supplemental Negotiating Committees shall allocate forty-cents per hour (\$0.40 per hour); due August 1, 2020, the Supplemental Negotiating Committees shall allocate forty-two cents per hour (\$0.42 per hour); due August 1, 2021, the Supple-

mental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour); and due August 1, 2022, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour). If at any time the allocation designated for the Legal Benefit Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan's funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee's duty to do so.

The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee.

All straight time hours paid for shall be inclusive of Holiday and Vacation pay and contributions shall be no less than eight (8) hours per tour of duty subject to the above maximum provisions.

(b) The Employer shall continue to pay the applicable maximum Weekly contributions for any regular employee who becomes disabled in a month for which the Employer paid the contribution and the employee shall receive benefits from the Fund, as per the schedule of benefits, as long as he/she is disabled and unable to return to the regular performance of his/her duties, provided, however, the Employer shall only be obligated to pay the applicable monthly contribution for the following periods for any regular employee employed for the named periods when a disability occurs:

Pay Monthly Contribution For	When Employed
3 months	Less than one year
6 months	One to three years
9 months	Three to five years
12 months	More than five years

The Employer shall make contributions under the above formula, subject to the required hours for eligibility for benefits in a quarter, not to exceed 420 hours.

In the event a disabled employee qualifies for and retires on a permanent disability pension, as provided in Article 50 (Pension Fund) the Employer shall continue to pay the monthly contributions for which he/she qualified as provided above.

(c) If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution, provided the employee has been absent for a period of ten (10) consecutive days or more. If such absence or off-the-job injury of ten (10) consecutive days extends through the end of the month, this continued contribution shall apply as the first monthly contribution under the disability formula outlined in paragraph (b) above.

(d) The Employer agrees to make contributions up to a maximum of forty (40) hours in behalf of a regular employee who has completed three (3) days of work in his/her regular workweek, provided the days absent were due to lack of work.

(e) In the case of employees paid on a mileage basis, the number of hours of contribution to the Health & Welfare Fund shall be determined by dividing that employee's daily earnings by the current hourly rate, subject to the maximum weekly amount of contributions not to exceed forty (40) hours per week. If holiday pay is the only payment during the week, then the contribution will be a maximum of eight (8) hours.

(f) The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found. Interest will be charged from date of assessment if not paid within sixty (60) days. If the Employer is found to intentionally be in non-compliance with Fund Rules, then in addition to contributions and interest (if applicable), the Employer shall pay the following:

(1) The full cost of performing the audit;

(2) Any such other remedies as are permissible under ERISA.

(g) The Employer is not required to make any contributions to the Health & Welfare Fund for employees on layoff. The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health & Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such Committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **ARTICLE 50. PENSION FUND**

(a) The Employer agrees to make the following contributions to the Central Pennsylvania Teamsters Pension Fund for each eligible employee, probationary and casual covered by this Agreement after the 1st five-hundred twenty (520) hours worked, in accordance with the terms of the Trust Agreement and Pension Plan executed by the Employer:

Effective August 1, 2017, the Employer contributed to the Central Pennsylvania Teamsters Pension Fund the sum of ten dollars, thirty-nine and one half cents per hour (\$10.395 per hour) for all straight time hours paid up to a maximum of forty (40) hours per week either worked or compensated, for each regular employee covered by this Agreement who has been on the payroll thirty (30)



days or more. Per the ABF National Economic Settlement, all Pension Contribution rates shall be frozen at those rates required by the applicable Pension Fund as of March 31, 2018 for the duration of this agreement. Neither the Company nor any Pension Fund is permitted to require contribution or payments of any assessments, co-pays, fees or surcharges from any employee or Union entity signatory hereto as a result of the frozen rate.

Reopener: If new pension legislation is enacted during the term of this agreement, Article 27's reopener provisions shall apply.

If any Pension Fund rejects this agreement because of the company's level of contributions or otherwise refuses to accept the frozen rate and terminates the Company's participation in the Fund, the Company shall make contributions to the Teamsters National 401(k) Savings Plan in the amount of six dollars (\$6.00) per hour on behalf of the employees in the area covered by the Pension Fund. Such amount shall be immediately 100% vested for the benefit of the employee. If a withdrawal event occurs for any other reason, Article 27's reopener provisions shall apply (including the right to take economic action).

The Company will not seek to withdraw from any Pension Fund to which it contributed under the 2013-18 ABF NMFA.

If at any time the allocation designated for the Legal Benefit Plan is required to maintain the level of benefits in either the Pension Fund or the Health and Welfare Fund, said allocation will be taken from the Legal Benefit Plan's funding, thereby requiring the same to be dissolved and it shall be the Supplemental Negotiating Committee's duty to do so.

The Legal Benefit Plan referenced herein, shall resemble in nature and scope, the New York State Teamsters Legal Benefit Plan whose name and/or title shall be modified to the Central Pennsylvania Teamsters Legal Benefit Plan or some other name and/or title to be mutually agreed upon by the Supplemental Negotiating Committee.

All straight time hours paid for shall be inclusive of Holiday and Vacation pay and contributions shall be no less than eight (8) hours per tour of duty subject to the above maximum provisions.

## **CASUAL CONTRIBUTION**

Effective August 1, 2017 the casual contribution rate shall be \$9.115 per hour for all straight time hours paid up to maximum of forty (40) hours per week. Casual contributions will be frozen per the allocation of the Supplemental Negotiating Committee as described in Subsection 2.

(b) In the case of employees paid on a mileage basis, the number of hours of contributions to the Pension Fund shall be determined by dividing that employee's daily earnings by the current hourly rate, subject to the maximum weekly amount of contributions, not to exceed forty (40) hours per week. If holiday pay is the only payment during the week, then the contribution will be a maximum of eight (8) hours.

(c) The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Pension Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found, along with the applicable interest thereon. If the Employer is found to intentionally be in non-compliance with the Fund Rules, then in addition to contributions and interest, the Employer shall pay the following:

(1) The full cost of performing the audit;

(2) Any such other remedies as are permissible under ERISA.

(d) The Employer is not required to make any contributions to the Pension Fund for employees on layoff.

(e) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, in-

cluding owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to request, and the trustees of the various Pension and Health & Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such Committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

(f) Pension contributions for all regular employees shall be paid for all straight time hours paid for up to a maximum of forty (40) hours within his/her regular workweek.

(g) The Employer shall continue to pay the applicable maximum Weekly contributions for any regular employee who becomes disabled in a month for which the Employer paid the contribution and the employee shall receive benefits from the Fund, as per the schedule of benefits, as long as he/she is disabled and unable to return to the regular performance of his/her duties, provided, however, the Employer shall only be obligated to pay the applicable monthly contribution for the following periods for any regular employee employed for the named periods when a disability occurs:

Pay monthly contribution for up to three (3) months in each contract year.

The employer shall make contributions under the above formula, subject to the required hours for eligibility for benefits.

(h) If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution, provided the employee has been absent for a period of ten (10) consecutive days or more. If such absence or off-the-job injury of ten (10) consecutive days extends through the end of the month, this continued contribu-

tion shall apply as the first monthly contribution under the disability formula outlined in paragraph (g) above.

(i) In the event that future federal legislation allows A.B.F. to reduce its' pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the A.B.F. N.M.F.A. as it relates to the pension contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations, either party shall be permitted all legal or economic recourse in support of its' proposals on this matter not withstanding any provisions of this Agreement to the contrary.

## **ARTICLE 51. DEATH IN FAMILY — SICK LEAVE —JURY DUTY**

### **Section 1.**

In the event of a death in the immediate family (father, mother, wife, husband, brother, half-brother, sister, half-sister, son or daughter) an employee shall be given four (4) workdays off with pay for the express purpose of attending services for the deceased provided the period between the day of death and the day of the services are working days. If the funeral services are 350 miles or more away from the employee's residence, the day after the funeral services will be considered as a day of the four (4) day eligibility. If less than four (4) of the days between the day of the death and the day of the services are working days, the employee shall nonetheless be guaranteed two (2) days funeral pay. However, compensation for such days shall not exceed actual earnings lost.

In the event of the death of one other than the immediate family (in-laws, foster or step-parents and/or children or grandchildren) the employee shall be given one (1) work day off with pay to attend services for the deceased.

Compensation under this Article shall not be paid while an employee is not working due to a paid vacation, bona fide layoff, leave of absence, compensable or non-compensable illness or injury. Fur-

ther, an employee shall not be paid funeral pay in lieu of time off on those days involved which would otherwise be work days nor shall funeral pay be considered as time worked for the purpose of computing premium time.

Funeral pay shall be eight (8) hours per day at the straight time hourly rate for all employees, except road drivers who shall be paid ten (10) hours per day at the applicable rate provided in Article 57, Section 2(a) and except bid peddle run employees who shall be paid in accordance with the bid.

## **Section 2.**

Effective during the term of this Agreement there shall be five (5) days sick leave each year. Sick leave shall be paid at the applicable rate of eight (8) hours per day. Sick leave not used by March 31 of each year shall be paid on or after the first pay period after March 31 of each year. (Re: Interpretation)

## **Section 3.**

All employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of fifteen (15) days pay for each contract year.

When such employees report for jury service on a scheduled work-day, they will not be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of employee contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of fifteen (15) days, for each contract year.

## **ARTICLE 52. SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having running water and with toilet facilities.

## **ARTICLE 53. STRIKES AND LOCKOUTS**

(a) There shall be no strikes, stoppages, slowdowns, or lockouts during the term of this Agreement, it being the intention of the parties that in lieu thereof they shall resort to and exhaust the grievance procedure provided for by Article 43 of this Agreement. Strikes, stoppages, slowdowns or lockouts, during the term of this Agreement shall be prohibited except as a remedy against the failure of a party to abide by any final decision rendered under Article 43 and then only after forty-eight (48) hours, excluding Saturdays, Sundays and holidays, notice to the other party, and in addition in the case of the Union, after approval of the Local Union.

(b) The Employer agrees it will take no action against the Union, its duly constituted officers, executive board or authorized representatives in the event of a strike or work stoppage not officially approved by the Union and its representatives duly authorized to call a strike provided:

1. The Union, within twenty-four (24) hours, Saturdays, Sundays and holidays excluded, after notification by the Employer that a strike or work stoppage exists, publicly disclaims responsibility of authorization for the strike; and
2. Officially orders the striking employee Union members to immediately return to work.

(c) The Union agrees that the Employer shall have the absolute right to discharge or otherwise discipline the instigator of and participants in such strike, stoppage of work or slowdown.

## **ARTICLE 54. COMPLIANCE WITH LAW AND REGULATIONS**

Employees shall not work in violation of, and the Employer shall not knowingly allow, nor shall the Agreement be construed contrary to, any law or ordinance, or of the applicable rules of the Department of Transportation and the Interstate Commerce Commis-

sion, or of any Public Utility Commission or agency having jurisdiction.

## **ARTICLE 55. BID JOBS—POSTING & CANCELLATION**

### **Section 1.**

All regular jobs shall be manned by regular employees except during the months of January, May, June, July, August and December.

Employees holding regular bid jobs who are on vacation during this period need not be replaced.

Those Employers who wish to curtail their operation on the day before and/or the day after New Year's Day, Independence Day and the day before Christmas/Christmas day may abolish bid starting times during the twenty-four (24) hours of those days. When Christmas falls on a Monday, Employers working a five day operation may curtail their operation on Friday 12/22 and/or Tuesday 12/26. In no case shall any particular bid starting time be canceled both before and after the holiday. They will additionally post a sign up sheet for those employees who wish to be called if work becomes available.

All regular jobs shall be posted for bids by the Employer. When an Employer intends to cancel or abolish a bid job, the Union shall be notified, in writing, the reason for canceling or abolishing said job seven (7) days prior to the effective date of cancellation and a copy of written notice shall be posted at the Employer's terminal.

An employee shall be allowed to finish his/her bid for the balance of the workweek after the seven (7) days have been applied. Bid jobs shall be posted seven (7) days prior to the effective date of the bid.

Bid jobs need not be replaced on a daily basis in seven (7) day operations. All hold down jobs must be bid weekly. Employees shall be awarded hold down bids based on a Sunday through Saturday workweek, unless otherwise agreed to by the Local Union. The employee on the hold down shall have the same bid days on/

off as the original bid in question. When working consecutive hold-downs, no employee shall be forced to work more than the actual bid days of the hold-downs unless otherwise specified in this Agreement. It is understood that where currently a practice exists in which an employee is put back on the callboard after his two relief days, no employee shall be forced to do so. Any new job created and operated for a period of thirty (30) days shall be considered a regular job and shall be posted for bid at the end of the thirty (30) day period.

The Employer may reject the bid of an employee who is not qualified to perform the classification of work specified in a bid. A dispute on the qualification of employee bidding for a posted bid job, which is not mutually resolved, shall be referred directly to the Joint Area Grievance Committee.

Applicable to less than seven (7) day operations.

Bid employees having given the Employer ample notice of an absence from work for two (2) days in their regular workweek, shall be replaced in their bid by an employee from the extra seniority roster on a daily basis, in accordance with seniority. All hold down jobs must be bid weekly.

The Employer may reject the bid of an employee who is not qualified to perform the classification of work specified in a bid. A dispute on the qualification of employee bidding for a posted bid job, which is not mutually resolved, shall be referred directly to the Joint Area Grievance Committee.

## **Section 2.**

Newly hired employees, hired for, trained in and/or attaining seniority in a specific classification as defined in this Agreement shall remain in said classification until next annual bidding (April). After date of hire, however, he/she shall remain in such classification no less than 6 months, except when affected by reduction in classification or fails to qualify for that classification, other than reasons specified in Article 41, Section 4.



### **Section 3.**

The Employer agrees to post additional road bids upon request of the Local Union, where the Union can substantiate a daily road run to and from the same terminals or area for a period of four (4) weeks.

Sixty-five percent (65%) of the road classification at breakbulk terminals will be on bid. Bids may be destination, area or cluster. Bidding of the road extra board shall not be included in the calculation of the percentage.

No less than eighty percent (80%) of the local cartage classification at seven (7) day operations will be on bid.

## **ARTICLE 56. PROTECTIVE APPAREL**

Terminal yardmen and hostlers shall be provided with rain gear and boots. Any employee physically handling in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire and acids, shall be provided with rubber or leather aprons and gloves.

While it is understood that the Employer cannot provide exact sizes of apparel to fit each employee, it is agreed that the Employer will make every effort to make available a choice of sizes so that employees will be afforded an approximate fit.

## **ARTICLE 57. OVER-THE-ROAD PROVISIONS**

### **Section 1. Lodging**

Satisfactory sleeping quarters shall be provided by the Employer.

Air-conditioned hotel rooms, if available in the immediate vicinity, shall be provided when seasonal and climatic conditions require. Hotel rooms shall be equipped with blinds or draperies or be suitably darkened during daylight hours.

Drivers' waiting room and sleeping quarters shall be maintained at present day standards equipped with showers and/or bath and air-conditioned rooms.

There shall be no bunk beds or double beds. At hotels and motels, accommodations shall be for one (1) employee to a room, except in emergencies.

When employee claims sleeping quarters provided by the Employer are not satisfactory, the issue shall be referred to the Central Pennsylvania Joint Area Grievance Committee. A subcommittee of one Union and one Company representative from each Supplement will be appointed as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within 14 days of notification unless otherwise extended by mutual agreement of the subcommittee members. The Committee may assess the expenses incurred by the Subcommittee where it deems necessary.

When transportation is required to and from sleeping quarters, it shall be provided by the Employer within thirty (30) minutes after the driver is relieved from duty or ordered out from sleeping quarters. All time in excess of thirty (30) minutes shall be paid at the applicable hourly rate.

## **Section 2. Paid For Time**

(a) Layover time, terminal waiting time, delay time en route and breakdown times shall be paid at the following rates subject to the provisions named herein:

Effective	Per Hour
7/1/18	\$25.0032
7/1/19	\$25.3532
7/1/20	\$25.7532
7/1/21	\$26.2032
7/1/22	\$26.7032

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 dollar per hour over the CDL hourly rate.

Delay time en route does not include a delay due to traffic congestion, highway construction or repairs, except when required to travel over a detour or weighing equipment en route when instructed to do so by the Company. Delayed time en route will not be paid for delays of less than one-half (1/2) hour on a tour of duty. All verifiable delays in excess of fifteen (15) minutes at D.O.T. check points shall be paid for. When drivers are put out of service they will be paid for all time.

When an emergency condition exists that requires the use of tire chains a driver shall be paid a maximum of one-half (1/2) hour for the placement of tire chains and one-half (1/2) hour for the removal of same.

Drivers shall be paid for all time in excess of fifteen (15) minutes, for fuel stops en route.

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-two (22) hour period, except that when an employee is required to remain with his/her equipment during such breakdown or impassable highway, he/she shall be paid for all such delay time at the rate specified in this Agreement. Time required to be spent with the equipment shall not be included within the first eight (8) hours out of each twenty-two (22) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

(b) Drivers shall be dispatched within thirty (30) minutes from the time they are ordered to report at the home terminal.

Drivers shall be paid terminal waiting time at the rates specified above for all time after they are ordered to report for work at the home terminal if they are held in excess of thirty (30) minutes.

(c) All terminal waiting time at intermediate terminals in excess of fifteen (15) minutes shall be considered “on duty” time and compensated at the rates specified above.

(d) Fast runs-terminal waiting time at the most distant terminal in excess of thirty (30) minutes shall be considered “on duty” and paid at the rates specified above except as provided in Article 47. The thirty (30) minutes free time will also apply on non-bid fast runs worked by system drivers, provided the system driver is notified prior to dispatch that it is a fast turn run. If after notification, the fast turn run dispatch is broken, the driver shall be compensated for the first eight (8) hours in bed.

Road driver will not be required to give more than sixty (60) minutes total free time in a tour of duty as described in paragraphs (b), (c) and (d) as well as accidents above. Any abuse of free time in b, c, d and/or f will be subject to the grievance procedure.

(e) Drivers on rest at their home terminal shall not be called for dispatch until they have had a minimum of ten (10) hours off following their last tour of duty. Employees will not be called to work on a “collect” call basis. Upon the completion of a minimum of six (6) consecutive tours of duty, the employee shall be entitled to forty-eight (48) hours off duty which shall be exclusive of DOT mandatory rest periods. Effective April 1, 2004, there shall be an additional two (2) hours added to the rest period prior to the forty-eight (48) hours off duty, after his/her arrival at the home terminal. If the employee is required to go beyond six (6) consecutive tours of duty prior to returning to his/her home terminal, he/she shall be entitled to an additional ten (10) hours off duty after his/her arrival at the home terminal. Upon the completion of a minimum of twelve (12) consecutive tours of duty, the employee shall be entitled to seventy-two (72) hours off duty after his/her arrival at the home terminal. Employees shall have the option to request an additional ten (10) hours off when taking their seventy-two (72) hours off duty. If the employee is required to go beyond twelve (12) consecutive tours of duty prior to returning to his/her home terminal, he/she shall be entitled to an additional ten (10) hours off duty after his/her arrival at the home terminal. In the event that this provision is abused or becomes a burden on the Company due to their inability to move

the freight, the matter will be referred to the Central Pennsylvania Negotiating Committee for resolution.

(f) Slow runs, multiple runs and system runs—drivers required to lay over (off duty) at foreign terminals in excess of fourteen (14) hours shall be considered on duty and paid at the rates named above for any portion of the eight (8) hour period during which they have not been dispatched. However, such paid layover time may be included in the second tour of duty for the purpose of making up the eight (8) hour guarantee. The Local Union and Employer shall mutually agree to a work call procedure for drivers in bed at foreign terminals, should an agreement not be in place. Drivers shall have a right to a two (2) hour call time at foreign terminals.

Road drivers will not be forced more than three (3) beds after dispatched off rest from his/her home domicile.

A driver who has not been dispatched after eight (8) hours “on duty” shall again be subject to the above provisions for layover time.

When on compensable layover on Sundays and holidays there shall be a meal allowance of six dollars (\$6.00), and five (5) hours thereafter, another meal allowance of six dollars (\$6.00), and five (5) hours later, a third meal allowance of seven dollars and fifty cents (\$7.50). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

(g) Multiple runs shall be paid eight (8) hours minimum pay at the rates specified above for all work performed on each tour of duty.

The term “all work performed” shall include the applicable mileage rate, trailer drop and/or pickup, pickup and/or delivery time, delay time en route, breakdown time, foreign terminal waiting time, compensable layover time, and any other compensable time.

(h) System Drivers shall be paid eight (8) hours minimum pay at the rates specified in Paragraph (a) of this Section for all work performed during each tour of duty. The term “all work performed” shall include the applicable mileage rate, trailer drop and/or pickup, pickup and/or delivery time, delay time en route, breakdown time,

foreign terminal waiting time, compensable layover time, and any other compensable time.

(i) Slow trip drivers shall be paid a minimum of eight (8) hours at the rates specified in Paragraph (a) of this Section for all work performed during each tour of duty. The term “all work performed” shall include the applicable mileage rate, trailer drop and/or pickup, pickup and/or delivery time, delay time en route, breakdown time, foreign terminal waiting time, compensable layover time, and any other compensable time. The second tour of duty may terminate at the origin terminal and may include an extension through the driver’s domicile terminal in the performance of road work.

(j) In the instance of road drivers being required to take company equipment to and/or from lodging, the company and the Local Union shall mutually agree on the amount of compensation, with a minimum guarantee of one- quarter (1/4) hour for the time involved to and from the lodging, unless being compensated for layover time. Failure of the parties to agree shall subject the matter to the grievance procedure.

### **Section 3. Wages and Working Conditions**

#### **Sub-Section 1.**

(a) Rate of pay shall be: Tractor-trailer and Straight Truck Drivers:

Effective	Per Hour
7/1/18	\$25.0032
7/1/19	\$25.3532
7/1/20	\$25.7532
7/1/21	\$26.2032
7/1/22	\$26.7032

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 (one dollar) per hour over the CDL hourly rate.

Mileage rates:

Effective	Per Mile
7/1/18	61.9516¢
7/1/19	62.8266¢

7/1/20	63.8266¢
7/1/21	64.9516¢
7/1/22	66.2016¢

## **Sub-Section 2. Mileage Formula and Mileage Rates**

(a) When any Section in this Article refers to mileage rates, the following mileage rates shall apply:

Effective	Per Mile
7/1/18	61.9516¢
7/1/19	62.8266¢
7/1/20	63.8266¢
7/1/21	64.9516¢
7/1/22	66.2016¢

Twin Trailer Under 40 feet:

Effective	Per Mile
7/1/18	62.9632¢
7/1/19	63.8382¢
7/1/20	64.8382¢
7/1/21	65.9632¢
7/1/22	67.2132¢

The parties agree to adopt the principle of the National Master Freight Safety and Health Committee regarding the differential of weight.

The parties agree, that rates of pay for any new operation, not covered by this Article, such as Owner-Operators, Truck-Trailer, etc., shall be determined by the Central Pennsylvania Negotiating Committee, prior to the inception of such new operation.

(b) Routes and mileages between terminals will be submitted to the Local Union(s) in writing. On any future routes and/or changes of present routes, the Company will determine the paid mileage and notify the Union(s) of same and basis of calculation prior to effective date of change. If a Local Union is not in agreement with a proposed mileage submitted by the Company, they shall notify the Company of their disagreement in writing and basis for same.

If within seven (7) calendar days after receipt of protest, the parties fail to resolve the dispute, they will agree upon a date, not to exceed twenty-one (21) days from receipt of protest, to jointly log disputed mileage. The effective date for increase or reduction shall be the date of receipt of protest. Failure of either party to conform to this procedure shall subject the matter to the grievance procedure.

When a run is jointly checked by the Company and Union, it will be considered final and accurate. Any further disputes on previously approved mileages will be submitted to the Joint Area Committee.

(c) Compensation for trips shall be computed on the mileage between terminals via the routes established by the Employer.

### **Sub-Section 3.**

Road drivers shall include drivers employed in terminal to terminal operations. There shall be four (4) classifications of road runs under this Agreement, defined as follows: (No road driver will be forced to jockey classification for a tour of duty. 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.) Abuse by the Employer utilizing an open end or possible dispatch shall be subject to the grievance procedure.

(a) Fast Runs-Fast runs are runs on which the road driver is ordered to leave and return to his/her home terminal in one (1) work period.

(b) Slow Runs-Slow runs are runs on which the road driver is ordered to leave his/her home terminal and is required to layover before returning to his/her home terminal.

(c) Multiple Runs-Multiple runs are runs on which a road driver completes more than two (2) tours of duty after leaving the home terminal and before his/her return thereto.

(d) System Runs-System runs are runs on which a road driver is dispatched, in seniority, on a tour of duty from his/her domicile ter-



minimal at the beginning of his/her workweek and after the required layover (off duty) after each tour of duty is dispatched on another tour of duty, including a dispatch to the driver's domicile terminal.

#### **Sub-Section 4. Pickup and Delivery Compensation**

NOTE: The Employers and the Union agree to the principle of road driver pickup and delivery as described by the National Freight Industry Negotiating Committee in its recommendation and such procedures shall be determined by the Central Pennsylvania Negotiating Committee during the life of this Agreement.

Road drivers will be permitted to make one pickup or delivery en route to his/her destination terminal and he/she is also able to make one pickup or delivery en route on his/her return. A "drop & pick en route" shall be defined as a drop or pickup between the start of a run and the end of the run (i.e., between points A and B) and shall not deviate 20 miles from the normal routes. There shall be no fingerprinting of the freight. Furthermore, the Company shall not violate any "T rules" that exist in any Supplement (i.e., prohibiting stops beyond or before the destination or ending terminals), except as otherwise agreed to.

Recognizing the competition from railroads, private carriers, and other modes of transportation, and should there arise a competitive problem regarding delivery or pickup within the Local Union jurisdiction, the Local Union and the Employer will endeavor to resolve the issue. If they are unable to do so, it shall be submitted to the Eastern Region of Teamsters for settlement. Failing settlement at the Eastern Region the Employer may refer the matter to the grievance machinery contained in this Agreement.

Drivers shall be paid a minimum of one (1) hour for each drop or pickup and for all time involved in excess of one (1) hour at the following rates:

Effective	Per Hour
7/1/18	\$25.0032
7/1/19	\$25.3532
7/1/20	\$25.7532
7/1/21	\$26.2032
7/1/22	\$26.7032

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 (one dollar) per hour over the CDL hourly rate.

### **Sub-Section 5. Trailer Drop and Pickup Compensation**

(a) Road drivers who are required to drop or pickup a trailer shall be paid a minimum of one-quarter (1/4) hour at the applicable rate set forth below on all road runs.

Road Drivers who are required to drop and pickup a trailer shall be paid a minimum of one-half (1/2) hour at the applicable rate set forth below on all road runs.

Employees who exceed time paid on dropping and/or hooking doubles, will be paid for all time spent upon proper justification.

Effective	Per Hour
7/1/18	\$25.0032
7/1/19	\$25.3532
7/1/20	\$25.7532
7/1/21	\$26.2032
7/1/22	\$26.7032

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 (one dollar) per hour over the CDL hourly rate.

(b) Trailers may be spotted for loading and/or unloading without an accompanying employee. Compensation for work defined in Section 2, Paid For Time, shall not be paid for time involved in making trailer drop and/or pickup.

(c) Drivers on meet and turn runs will be allowed to drop and hook their tractors at the meet point unless there is a need to move a tractor to a particular point.

### **Sub-Section 6. Road Trip Rates**

(a) The mileage rates shall be those defined in Subsection 2(c).

(b) Road drivers shall be guaranteed a minimum of eight (8) hours' pay at the applicable hourly rate named in Subsection 1(a) above,

subject to the following provisions: (This does not apply to slow runs and system runs.)

When the applicable mileage rate is less than the minimum eight (8) hours' guaranteed pay, the Employer may assign any additional work available, within the employee's classification in order to make up the difference between the applicable mileage rate and the eight (8) hour guarantee. If the employee refuses to work an additional assignment, he/she forfeits the eight (8) hour guarantee and shall be paid only the applicable mileage rate. If the employer does not assign additional work as described above, the employee shall be paid the eight (8) hour guarantee.

### **Sub-Section 7. Detours**

For detours resulting in additional mileage for the trip, the driver shall be compensated for such additional miles at the applicable mileage rates.

### **Sub-Section 8. Reimbursement of Moneys Expended**

The Employer shall advance sufficient funds to pay all known expenses when a driver is dispatched on a trip. A driver dispatched on a fast or slow run shall promptly return receipts to his/her domicile terminal for all funds advanced and spent on the trip. A system driver shall promptly return receipts for all funds advanced and spent on a tour of duty at the terminal where he/she completed the tour of duty for which the funds were advanced.

A driver shall be reimbursed for personal funds spent for trip expenses in addition to the funds advanced for the trip. He/she shall deliver receipts for all personal funds spent for the trip expenses and be reimbursed for such funds at the next terminal to which he/she is dispatched and at which funds for reimbursement are available.

### **Sub-Section 9.**

The Employer agrees to establish sign-in/sign-out books at all terminal locations. Anyone running a road trip, including casuals, city drivers or foreign drivers will be required to sign-in and sign-out

correctly the origin, destination, unit numbers and times, for each run. Any Central PA driver failing to make correct and proper entry will be subject to discipline. Any disputes on arrival or departure shall be governed by clock punches.

### **Sub-Section 10.**

Foreign drivers must be dispatched in the direction of their home terminal and cannot return to the foreign terminal they left until they have reached their home terminal, unless the board at the foreign terminal is exhausted at the time of dispatch. Foreign drivers on arrival at a foreign terminal will be permitted to make a subsequent trip to complete a tour of duty.

## **Section 4. Holidays**

### **Sub-Section 1.**

Holidays under this Agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, Employee's Birthday and three (3) personal holidays.

### **Sub-Section 2.**

All employees considered on the seniority list as regular employees, as defined in Article 42, Section 1 (b), shall be paid for any holiday occurring during any week of their employment. However, all employees must be on the seniority list April 1 of each year to be eligible for personal holidays. Employee's request for a personal holiday and/or single day vacation if qualified must be approved by the Employer; however, in no event may the Employer refuse such employee's request unless the number of requests exceed five percent (5%) unless the request is made during deer season when the requests are limited to three percent (3%) of the total number of employees by classification on the seniority list as of April 1 each year. Where the Local Union has a better practice, it shall be maintained.

### **Sub-Section 3.**

If an employee works in the thirty (30) day period prior to the holiday he/she shall be paid for the holiday except an employee who was discharged or voluntarily quit.

#### **Sub-Section 4.**

When any of the above specified holidays occur on Sunday, except day before Christmas and Christmas, the following Monday shall be considered the holiday for application of the provisions of this Article.

No employee will be required to begin or end a tour of duty on Christmas Day.

#### **Sub-Section 5. Holiday Pay**

(a) All road drivers shall be paid ten (10) hours pay at the applicable straight time hourly rate.

(b) Regular road drivers performing work on holidays listed in Section 4, Sub-section 1 of this Article shall be paid two (2) straight time hours in addition to holiday pay, unless they are dispatched after 8:00 p.m. on a holiday.

(c) The provisions of paragraph (b) do not apply to personal holidays or birthdays.

#### **Sub-Section 6.**

Personal holidays not used by March 31 of any contract year will be paid as unused personal days in accordance with the rules of the Health, Welfare and Pension Fund as they pertain to unused sick days.

### **ARTICLE 58. LOCAL CARTAGE PROVISIONS**

#### **Section 1. Paid For Time**

##### **Sub-Section 1.**

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in until he/she is effectively released from duty.

All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for.

## **Sub-Section 2.**

Employees called to work shall be given a minimum two (2) hour work call without pay, to get to the garage or terminal and shall be paid from the time they report or register in as ordered. Employees will not be called to work on a “collect” call basis. If called and reporting and not put to work, employees shall be guaranteed eight (8) hours’ pay at the rate specified in this Agreement for their classification of work. If an employee is put to work, he/she shall be guaranteed a minimum of eight (8) hours’ pay.

## **Section 2. Wages and Working Conditions**

### **Sub-Section 1. City Drivers and Tow Motor Operators Teamster Riggers\* Switchers (Hostlers)**

City drivers shall include all drivers employed in operations which do not extend into the Local Unions established peddle area. City drivers, tow motor operators, Teamster riggers and switchers (hostlers) shall receive compensation at the following hourly rate:

Effective	Straight Time Per Hour	Overtime Per Hour
7/1/2018	\$25.0032	\$37.5048
7/1/2019	\$25.3532	\$38.0298
7/1/2020	\$25.7532	\$38.6298
7/1/2021	\$26.2032	\$39.3048
7/1/2022	\$26.7032	\$40.0548

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 (one dollar) per hour over the CDL hourly rate.

\*A Twenty-five cents (25 cents) per hour differential for riggers will apply.

## **Sub-Section 2. Platform Men, Freight Handlers and Helpers on Trucks**

Platform men, freight handlers and helpers on trucks, shall receive compensation at the following hourly rate:

Effective	Straight Time Per Hour	Overtime Per Hour
7/1/2018	\$24.9121	\$37.3682
7/1/2019	\$25.2621	\$37.8932
7/1/2020	\$25.6621	\$38.4932
7/1/2021	\$26.1121	\$39.1682
7/1/2022	\$26.6121	\$39.9182

Effective April 1, 2013, Utility Employees shall receive an additional \$1.00 (one dollar) per hour over the CDL hourly rate.

\*A Twenty-five cents (25 cents) per hour differential for riggers will apply.

## **Sub-Section 3. Casual Employees**

All dock casual employees shall receive compensation at the following hourly rate:

Effective	Per Hour
7/1/2018	\$16.2500
7/1/2019	\$16.5000
7/1/2020	\$16.7500
7/1/2021	\$17.0000
7/1/2022	\$17.2500

All combination casual wage rates will be increased according to the following schedule:

Effective	Per Hour
7/1/2018	\$20.9486
7/1/2019	\$21.2461
7/1/2020	\$21.5861
7/1/2021	\$21.9686
7/1/2022	\$22.3936

#### **Sub-Section 4. Workday, Workweek Applicable to City Drivers, Tow Motor Operators, Teamster Riggers, Switchers (Hostlers), Platform Men, Freight Handlers and Helpers on Trucks**

(a) Workday: All employees working in the job classifications covered by this Section shall be guaranteed a minimum of eight (8) hours work each day they are ordered to report to work, except four (4) hour casuals, who shall be guaranteed a minimum of four (4) hours.

(b) Workweek for all employees working in the job classifications covered by Subsections 1 and 2 of this Section may be bid as follows:

1. Four days per week at not less than ten (10) hours per day and not more than one (1) day off between scheduled workdays (except platform employees and switchers).

2. Five consecutive days per week at not less than eight (8) hours per day.

Employees shall be paid time and one-half (1 ½) for all time worked in excess of their bid.

Non-bid employees shall be paid time and one-half (1 ½) for all time worked in excess of eight hours except when used for replacement on bid as specified above.

(c) i. Employees required to work on a sixth (6th) or seventh (7th) tour of duty in the workweek shall be paid one and one-half (1 ½) times the straight time rate for all work performed on the sixth (6th) tour of duty and double time (2 times the straight time rate) for all work performed on the seventh (7th) tour of duty.

It is further understood, the Employer may not require an employee to work a sixth (6th) tour of duty more than one (1) time in a calendar month. Employees bid four (4) ten (10) hour days will not be required to work a fifth (5th) tour of duty more than one (1) time in a calendar month. Employees as described below who have volunteered and work a sixth (6th) tour of duty cannot be forced to work a



sixth (6th) punch. Employees with or obtaining ten (10) years of service during the contract year on his/her seniority date who volunteer for a 5th or 6th tour of duty cannot be forced in that calendar month.

It is understood work in excess of eight (8) hours on a sixth (6th) tour or a seventh (7th) tour of duty will be on a voluntary basis except in cases of emergency as defined in Article 59. It is further understood, work on a seventh (7th) tour of duty will be on a voluntary basis.

ii. Non-Bid Work: The Employer shall establish a uniform workweek within a seven (7) day period, for all non-bid work.

iii. The above-named overtime provisions shall not be duplicated when a non-bid employee works as a replacement on a bid job.

(d) An employee when requested by an Employer during the regular workweek may be required to work past the regular quitting time for a reasonable time at the overtime rates set forth herein. The Union shall have the right to file a grievance against Employers who consistently insist that employees work more than ten (10) hours a day. This applies to city drivers returning to terminals after completing tour of duty as well as all other classifications.

An employee when requested by the Employer during the regular workweek may be required to work past the regular quitting time provided, however, the Employer must notify the employee no later than the sixth (6th) hour of his/her regular shift. The employee may not be required to work more than ten (10) hours in a day unless it is a combo employee who must be sent out in the city due to an unforeseen situation.

(e) Applicable to Breakbulk

The Employer may require an employee to work a sixth (6th) tour of duty in the workweek provided, however, the Employer when requiring the entire shift to work a sixth (6th) tour shall notify the affected employees prior to the end of their fifth (5th) tour of duty.

Work on a seventh (7th) tour of duty will be on a voluntary basis.

An employee when requested by an Employer during the regular workweek may be required to work past the regular quitting time provided, however, the Employer must notify the employee no later than the sixth (6th) hour of his/her regular shift. The employee may not be required to work more than ten (10) hours in a day.

The Employer and the Local Union may agree to establish a bid consisting of four (4) days per week and not less than ten (10) hours per day in the dock and jockey classification and such work must be bid consecutively. Failure of the parties to agree will subject the issue to the grievance procedure.

It is further understood, the Employer may not require an employee to work a sixth (6th) tour of duty more than one (1) time in a calendar month. Employees bid four (4) ten (10) hour days will not be required to work a fifth (5th) tour of duty more than one (1) time in a calendar month. Employees as described below who have volunteered and work a sixth (6th) tour of duty cannot be forced to work a sixth (6th) punch. Employees with or obtaining ten (10) years of service during the contract year on his/her seniority date who volunteer for a 5th or 6th tour of duty cannot be forced in that calendar month.

Bid employees working job classifications subject to hourly rates shall receive pay at the applicable rate equal to the hours of their bid, unless the holiday falls on a non-bid day, they shall receive eight (8) hours' pay.

### **Sub-Section 5. Compensation for Work in Different Classifications**

When an employee is requested to do work in a higher rated classification, he/she shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he/she shall receive his/her regular rate of pay for all such lower rated work performed.

### **Sub-Section 6. Overtime Application**

It is understood that no time shall be subject to the application of more than one (1) overtime provision.

## **Sub-Section 7. Peddle Run Drivers**

Peddle run drivers shall include all drivers employed in pickup and delivery service, whether door to door or terminal to terminal, which extends into the Local Unions established peddle area.

## **Sub-Section 8. Spotting Trailers**

Trailers may be spotted for loading and/or unloading without an accompanying employee.

## **Sub-Section 9. Workweek for Peddle Run Drivers**

The Employer having filed and received approval for the institution of the following run(s) from the Central Pennsylvania Joint Area Committee, may bid work weeks for peddle run drivers as follows:

- (a) Three (3) regular trips per week or a three (3) day bid job per week at not less than thirteen (13) hours and twenty (20) minutes per day.
- (b) Five (5) regular trips per week or a five (5) day bid job per week at not less than nine (9) hours per day.
- (c) Employees shall be paid time and one-half (1 ½) for all time worked in excess of their bid.

## **Section 3. Sunday and Holiday Work**

### **Sub-Section 1.**

Holidays under this Agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, Employee's Birthday and three (3) personal holidays.

Employee's request for a personal holiday and/or single day vacation if qualified must be approved by the Employer; however, in no event may the Employer refuse such employee's request unless the number of requests exceeds five percent (5%) unless the request is made during deer season when the requests are limited to three percent (3%) of the total number of employees by classification on the

seniority list as of April 1 each year. Where a Local Union has a better practice, it shall be maintained.

### **Sub-Section 2.**

All time worked on Sundays and holidays shall be at double time in addition to holiday pay, except when the employee's regular work period starts on a Sunday or holiday evening or ends on a Sunday or holiday morning. Employees working Sunday in an established seven (7) consecutive day operation or on an established Sunday operation shall not be paid double time for work on Sunday, but shall be paid double time for the seventh (7th) consecutive day worked in the Employer's established workweek. Employees working on a holiday shall be guaranteed a minimum of eight (8) hours' pay.

### **Sub-Section 3.**

All employees considered on the seniority list as regular employees, as defined in Article 42, shall be paid for any holiday occurring during any week of their employment. However, all employees must be on the seniority list April 1 of each contract year to be eligible for personal holidays.

### **Sub-Section 4.**

During a week in which any of the above specified holidays occur, the workweek for bid employees for weekly overtime purposes shall be reduced by the number of hours of the daily bid for each such holiday falling during the employees established workweek; however, no such reduction shall be made for those holidays which fall on an employee's non-scheduled workday or when an employee works on a specified holiday. Non-bid employees shall be subject to weekly overtime if, in addition to holiday pay, they are worked a fifth (5th) or sixth (6th) day in their established workweek unless the holiday falls on the sixth (6th) or seventh (7th) day in their established workweek in which event overtime shall be paid over forty (40) straight time hours worked.

### **Sub-Section 5.**

If an employee works in the thirty (30) day period prior to the holiday he/she shall be paid for the holiday except an employee who was discharged or voluntarily quit.

### **Sub-Section 6.**

When any of the above specified holidays occur on a Sunday, except day before Christmas, Christmas and birthday in a seven (7) day operation, the following Monday shall be considered the holiday for application of the provisions of this Section. No employee will be required to begin and end a tour of duty on Christmas Day.

### **Sub-Section 7. Holiday Pay**

Bid employees working job classifications subject to hourly rates shall receive pay at the applicable rate equal to the hours of their bid.

Non-bid employees working job classifications subject to hourly rates shall receive eight (8) hours pay at the applicable rate.

### **Sub-Section 8.**

Personal holidays not used by March 31 of any contract year will be paid as unused personal days in accordance with the rules of the Health, Welfare and Pension Fund as they pertain to unused sick days.

## **ARTICLE 59. WORK ASSIGNMENT and PAY DURING AN EMERGENCY**

### **(a) Emergency Defined**

An Employer may immediately suspend the daily and/or weekly guarantees for the duration of an emergency beyond the Employer's control, which compels an interruption or delays in operations when the emergency is caused by strikes, sleet or snow storms, ice, flood, fire, or power failure.

### **(b) Determining an Emergency**

An Employer may individually determine when emergency situations named in paragraph (a) will interrupt or delay his/her operations. He/she may then declare an emergency and suspend his/her bid jobs during the workdays in which the emergency exists. In the event of a dispute as to the existence of an emergency, the question of the emergency shall be subject to the grievance procedure.

The Employer upon declaration of an emergency shall notify the Local Union as well as the news media (i.e., radio and TV station) for spot announcements. It will be the responsibility of the employee to be apprised of the emergency situation by listening to the news media. In the event the employee has a question if an emergency has been declared, it will be that employee's responsibility to check with his/her Employer.

(c) Application of Seniority

All employees will remain in the job classification according to their present bid. The classifications for the Five-Six Day Workweek employees will be: road, local. The classification for the Seven Day Workweek employees will be road, local, platform and forklift operators, & switchers (where applicable).

(d) Work and Pay Guarantees

(i) Hourly Rate Job Classifications—Employees assigned to and working in job classifications subject to guaranteed eight (8) hours' pay at the applicable hourly rate each time they are assigned work during a declared emergency. Weekly guarantees do not apply during a declared emergency.

Daily overtime is subject to the provisions defined in Article 58.

These employees shall, in seniority, be assigned not less than eight (8) straight time hours each day until they have worked or have been paid for a minimum of forty (40) straight time hours in each workweek during a declared emergency. Upon declaration of an emergency, employees in each classification will be placed in seniority position in accordance with the workweek for nonbid employees. Employees will be afforded work opportunity in seniority until they have received forty (40) straight time hours during the nonbid employees workweek.

Employees shall only be afforded one tour of duty in a calendar day, unless the list should become exhausted in their classification. Any employee who is not available for work at the time of call shall not be recalled for a period of twenty- four (24) hours unless the list

should become exhausted in their classification. The provisions of this paragraph are not intended to conflict with the calling procedure established at the terminal.

(ii) Road Runs—Employees will be subject to call for work in accordance with the work rules of their respective domiciles after their statutory rest.

(a) Employees working fast turns and delayed at intermediate or destination terminals and employees working slow trips and delayed at intermediate terminals shall be considered on duty and paid at the applicable rate for the first eight (8) hours out of each twenty four (24) hour period.

(b) The provisions of Article 57, Section 2, paragraph (f) will apply when drivers on slow runs or multiple runs are not dispatched from a foreign terminal for an extended period because of a declared emergency.

(c) During such conditions as referred to in (a) and (b) of this section, road drivers will receive one meal allowance for each eight (8) hour period paid, except as otherwise provided in Article 57, Section 2 (f).

## **ARTICLE 60. COMBINATION CITY AND ROAD WORK**

Employees may be assigned and work in job classifications included in Article 57 and Article 58 performing the regular and usual work of each job classification, subject to the following provisions:

(a) When an employee starts a work day in a local job classification and is then assigned and works a road run, he/she shall be paid the applicable hourly rate for the time worked in the local job classification and the applicable mileage rate.

(b) When an employee completes a work day in a local job classification after working on a road run, he/she shall be paid the applicable mileage rate and the applicable hourly rate for the time worked

on the local job classification. All hours worked shall be included for computing daily overtime.

It is understood and the conditions of Article 60 are for less than seven (7) day breakbulk operations. It is understood that the conditions of Article 60 are for non-bid employees only, during their 5/6 day workweek. It is understood that the application of Article 60 only applies as described in Section (a) and (b), which describes work performed in the local and road classification and road and local classification. If an employee performs work in a local, road, local classification, or road, local, road classification during the same tour of duty, then all time shall be paid at the applicable hourly rate. When an employee runs a road trip outside his/her regular workweek, he/she shall be paid at the applicable rate under Article 57 of the Central PA Supplement. This condition applies to all (5/6 and 7-day breakbulk) Central PA operations. Article 60 is not intended to violate the provisions of the primary designated Central PA Supplemental road operations.

## **ARTICLE 61. TRAINEES**

The Employer may establish a training program including the schedule and criteria of the training period to meet such standards and/or requirements of the Employer, subject to the approval of the Local Union. Failure of the parties to agree shall subject the matter to the Negotiating Committee.

All training programs must be submitted to the Negotiating Committee for approval.

Trainees are those applicants who lack the necessary skills and/or experience in the driving classification.

## **ARTICLE 62.**

### **Section 1. Entry Rates (New Hires)**

Non CDL Qualified Employees (excluding mechanics):



Effective first day of employment—Seventy percent (70%) of the current rate.

Effective first day of employment plus one year—Seventy-five percent (75%) of the current rate.

Effective first day of employment plus two years—Eighty percent (80%) of the current rate.

Effective first day of employment plus three years—Ninety percent (90%) of the current rate.

Effective first day of employment plus four years—One hundred percent (100%) of the current rate.

CDL Qualified Employees and Mechanics:

Effective first day of employment—Ninety percent (90%) of the current rate.

Effective first day of employment plus one year—One hundred percent (100%) of the current rate.

The term “current rates” is the applicable hourly and/or mileage rate of pay for the job classification including all wages and guaranteed cost-of-living adjustments payable under this Agreement.

The above rates shall not apply to casual employees.

## **ARTICLE 63. 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 \_\_\_\_\_, 2018, to be effective as of April 1, 2018, 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**

James P. Hoffa, Chairman  
Ernie Soehl, *Co-Chairman*

#### **CENTRAL PENNSYLVANIA UNION NEGOTIATING COMMITTEE**

Chuck Shafer, Chairman

### **For the Employer:**

ABF Freight System, Inc.  
Eric Bucheit, Chairman

IN WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Supplemental Agreement set forth herein. Check one:

OTR     LC     BOTH

FOR THE UNION

LOCAL UNION No. \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE COMPANY

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Date Signed)

The parties herein agree that in the event any language which might have been inadvertently left out of this Supplement, when combining the 2008-2013 Central Pennsylvania Over-the-Road and Local Cartage Supplements, would automatically be made a part of this Supplement.





