

# NEW YORK STATE FREIGHT DIVISION SUPPLEMENTAL AGREEMENT

For the Period: April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions.  
Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## PREAMBLE

DATES UPDATED PER NATIONAL AGREEMENT

### ARTICLE 40.

NO CHANGE

### ARTICLE 41.

NO CHANGE

### ARTICLE 42.

#### Section 5. Casual Employees (Over-the-Road and Local Cartage)

Casual employees may be utilized to cover jobs caused by vacation, sickness, absenteeism, leaves of absence or to supplement the regular work force.

A casual who is used by an Employer thirty (30) days in any ninety calendar day period shall be automatically placed in preferred status and called for work opportunity in the order in which he/she obtained preferred status. Days worked during the orientation period shall be counted as part of the above mentioned thirty (30) days.

The thirty (30) days as outlined herein shall be thirty (30) tours of duty in three (3) calendar months as it relates to Over-the-Road.

Preferred casuals working thirty (30) days in any ninety (90) days (or 30 tours in any 90 days as applied to the road) shall be added to the seniority list.

A casual who has not obtained preferred status may be terminated and said termination may not be subject to the grievance procedure. A casual who has obtained preferred status must be available for work

when called. Failure to do so will result in disciplinary action in accordance with Article 46.

When an Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in sixty (60) calendar days, the Employer shall be required to add one (1) casual employee for each such thirty (30) days worked by casual employees as described above, to the regular seniority list in the order he obtained preferred status. His seniority date will be the date he is put on the regular seniority list.

In the event there are no casuals who have obtained preferred status, the Employer shall have two (2) months to add an employee of their choice, selection must be made from the active casual list.

Casual employees cannot hold preferred status with more than one Company.

The Local Union shall have the right to file a grievance against any Employer if the terms of this Article are abused.

Should a casual employee who has attained preferred status refuse an offer of regular employment, he shall forfeit his preferred status and the Company shall have no further obligation to said employee. When this occurs the Employer shall send notification to the Local Union and employee involved confirming his refusal of full-time employment and on that basis he will no longer be used as a casual. **The only exception to this is ABF retirees who refuse an offer of regular employment will continue to be eligible and will have to reestablish their preferred status by going through the casual, preferred process again.** If an Employer utilizes a casual, who has refused full-time employment one (1) day within a

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six (6) month period following such refusal, a casual with the most days worked will be placed into preferential status, subject to the qualification period. In addition, a casual who has obtained preferred status and has worked one hundred twenty (120) days from the date he/she obtained preferred status and has not achieved seniority, shall be entitled to fixed holiday pay. To qualify the casual must be available the last work opportunity prior to the holiday and the first work opportunity following the holiday. In addition, he/she must work four (4) days within the thirty (30) day period prior to the holiday.

### Section 8. Local Cartage Operations

In Local Cartage operations when a younger employee in seniority is called for work ahead of an older employee, the older employee shall be paid from the same starting time as the younger employee, except where otherwise agreed.

When an employee is called for work and cannot be reached, such calls for work must be verified by another Union employee, whenever possible. If a regular employee is on a known absence of one (1) week or more, the Employer shall first offer this starting time to his regular employees who start at 12:00 noon or after. ~~It is understood that only one employee shall change his starting time.~~ **In the event the noon start employee does not elect to take the fill in job, it shall be offered in seniority order to any employee who is below the employee that is absent. Any employee who did not have the opportunity to bid on that position previously.** In the event the absent employee returns to work unexpectedly, the requirement for the 24-hour notice of layoff or change in starting time shall not apply, nor does this waive any provision of Article 68, except as provided herein.

In Local Cartage operations, senior employees affected by a layoff during the seasonal periods can exercise seniority to work days on call, in which event he forfeits the 40hour guarantee. Junior or extra employees shall cover the balance of the shifts. Any employee who exercises seniority for a day's work and is called twice in a twenty- four (24) hour period shall not receive daily overtime for the second shift, provided he does not exceed eight (8) hours on the second shift during the seasonal period. The seasonal period shall be during the Christmas and New Year period.

In Local Cartage operations during the balance of the year, an Employer may recall laid off employees for extra work without written notice as required in this section. These laid off employees may or may not

accept such extra work without loss of any rights in this Agreement except as provided in Section 2 of this Article. These laid off employees may work twice within a twenty- four (24) hour period for straight time provided he has eight (8) hours off from his last shift. If an employee is worked twice within a twenty- four (24) hour period the second eight (8) hours will not be counted towards the eight (8) days in two (2) weeks provided for in Article 72. At such time as he may work forty (40) straight time hours, the Employer shall have no further obligation to offer him work in that workweek except as his seniority may entitle him to on Saturday, Sunday and holiday work.

#### ARTICLE 43.

NO CHANGE

#### ARTICLE 44.

NO CHANGE

#### ARTICLE 45.

NO CHANGE

#### ARTICLE 46.

NO CHANGE

#### ARTICLE 47.

NO CHANGE

#### ARTICLE 48.

NO CHANGE

#### ARTICLE 49.

\*SEE: NATIONAL AGREEMENT\*

#### ARTICLE 50.

\*SEE: NATIONAL AGREEMENT\*

#### ARTICLE 51.

\*SEE: NATIONAL AGREEMENT\*

#### ARTICLE 52.

NO CHANGE

#### ARTICLE 53.

NO CHANGE

#### ARTICLE 54.

NO CHANGE

#### ARTICLE 55.

NO CHANGE

#### ARTICLE 56.

NO CHANGE

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<i>NO CHANGE</i>	<b>ARTICLE 57.</b>	<i>NO CHANGE</i>
<i>NO CHANGE</i>	<b>ARTICLE 58.</b>	<b>APPENDIX C</b> <i>*SEE: NATIONAL AGREEMENT*</i>
<i>NO CHANGE</i>	<b>ARTICLE 59.</b>	<b>APPENDIX D</b> <i>NO CHANGE</i>
<i>NO CHANGE</i>	<b>ARTICLE 60.</b>	<b>MEMORANDUM OF UNDERSTANDING</b> <i>NO CHANGE</i>
<i>NO CHANGE</i>	<b>ARTICLE 61.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 62.</b>	
<i>*SEE: NATIONAL AGREEMENT*</i>	<b>ARTICLE 63.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 64.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 65.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 66.</b>	
<i>*SEE: NATIONAL AGREEMENT*</i>	<b>ARTICLE 67.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 68.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 69.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 70.</b>	
<i>*SEE: NATIONAL AGREEMENT*</i>	<b>ARTICLE 71.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 72.</b>	
<i>NO CHANGE</i>	<b>ARTICLE 73.</b>	
<b>APPENDIX A (LOCAL UNIONS NOS. 118, 264, 317, 449, 529, 687, AND 693)</b>		
<i>NO CHANGE</i>		
<b>APPENDIX B (LOCAL UNIONS NOS. 294)</b>		