

NEW YORK STATE TEAMSTERS
FREIGHT DIVISION
OVER-THE-ROAD
And
LOCAL CARTAGE
SUPPLEMENTAL AGREEMENT

Concerning Drivers Employed by Private, Common and Contract carriers for the period of April 1, ~~2008~~ 2013 through March 31, ~~2013~~ 2018 in the jurisdiction of the following: Local Union Nos. 118, ~~118A~~, 182, 264, ~~264A~~, 294, 317, 375, 449, 529,687, and 693.

ABF Freight Systems , Inc., herein after referred to as the Employer, the New York State Teamsters Freight Division Local _____, affiliated with the Eastern Region of Teamsters and the International Brotherhood of Teamsters, herein after 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 ABF National Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, ~~2008~~ 2013, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

Art 40. Scope of the Agreement

Section 1. Operations Covered - *No Change*

Section 2. Employees Covered –*No Change*

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

Art. 41 Absence

Section 1. Time off for Union Activities- *No Change*

Section 2. Leave of Absence- *No Change*

Art. 42 Seniority (See Also Article 5)

Section 1. Over-the-Road and Local Cartage Operations – *No Change*

Section 2. –Over-the-Road and Local Cartage Operations –*No Change*

Section 3. – Over-the-Road and Local Cartage Operations –

“Any controversy over the seniority standing of any employee on the seniority list that cannot be settled between the Employer and the Union shall be submitted to the ABF EASTERN REGION GRIEVANCE PROCEDURE MOU.”

Section 4. Probationary Employees (Over-the-Road and Local Cartage)-*No Change*

Section 5. Casual Employees (Over-the-Road and Local Cartage)- *No Change*

Section 6. Orientation of New Employees – *No Change*

Section 7. Over-the-Road Operations –*No Change*

Section 8. Local Cartage Operations – *No Change*

Section 9. Loss of License (Over-the-Road and Local Cartage Employees)- *No Change*

Section 10. Employment Agency Fee (Over-the-Road and Local Cartage Operations)-*No Change*

Section 11.

During the term of this agreement, the employer and union may agree to combine separate lists were maintained within a local union, in the jurisdiction of that Local Union , such agreements shall be filed with the ABF EASTERN REGION GRIEVANCE COMMITTEE MOU.

Art. 43 Maintenance of Standards-*No Change*

Art. 44 Grievance Machinery

Section 1.

The Employers and the Local Unions shall together create a permanent Joint Area Committee. The ABF Joint Area Committee shall consist of 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) . The Joint Area Committee shall at its first meeting formulate Rules of Procedure to govern the Conduct of its proceeding in accordance with the ABF EASTERN REGION GRIEVANCE PROCEDURE MOU.

Section 2.

The Employers- and the Unions shall together create a permanent ABF Eastern Region Joint Area Committee, which shall consist of Delegates from the Eastern Region Area. This ABF Eastern Region Joint Area Committee shall meet at established times and at mutually convenient times AS SET FORTH IN THE ABF EASTERN REGION GRIEVANCE PROCEDURE MOU.

Section 3. – No Change

Section 4. Examination of Records – No Change

Section 5. Change of Operations – No Change

Section 6.

National Grievance Committee –Irrespective of anything to the Contrary in the ABF National Master Freight Agreement, all grievances, factual issues and questions of interpretation of the provisions of this Supplemental agreement shall be handled in accordance with Art. 45 and any decisions will be final and binding on both parties. All grievances, factual issues, and questions of interpretation of the provisions of the ABF National Freight Agreement shall be processed in accordance with Art. 8 of said Agreement.

Section 7. –No Change

Art. 45 GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Unions and Employers agree there shall be no strike, lock-out, tie-up or legal proceedings without first using all possible means of settlement, as provided for in this agreement, of any controversy which may arise.

Disputes shall first be taken up between the employer and the Local Union involved. Failing adjustment by these parties, the following shall then apply:

(a) ~~Where a Joint Local Committee is unable to agree or come to a decision on the case, or where there is no such committee, it shall be submitted to the Joint State Committee for handling. If such Joint State Committee is deadlocked, such~~ The case shall be submitted to the ABF Eastern Region Joint Area Committee.

In the event that a discharge grievance is deadlocked at the ABF Eastern Region Joint Area Committee, the grievance shall be referred to the ABF Eastern Region Review Committee. If no agreement is reached, it will be referred to the ABF National Grievance Committee for resolution. Deadlocks at the ABF National Grievance Committee shall follow Article 8 of the ABF National Master Freight Agreement.

~~(b) Where a Joint State Committee, by a majority vote, settles a dispute, no appeal may be taken. Such decision will be final and binding on both parties.~~

~~(c) Where the Joint State Committee is unable to agree or come to a decision on the case, it shall be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session, except when the Joint State Committee orders arbitration. Where Eastern Region Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.~~

~~(d)~~(b) – No Change

~~(e)~~(c) – No Change

~~(f)~~(d) – No Change

~~(g)~~(e) – No Change

Section 2. –No Change

Section 3. – No Change

Art. 46. DISCHARGE OR SUSPENSION

Section 1. – No Change

Section 2. –No Change

Section 3. –No Change

Art. 47. EXAMINATIONS, ABSENCE AND IDENTIFICATION FEES

Section 1. – No Change

Section 2. – Absence, Illness or Accidents – No Change

Section 3. – Identification Fees- No Change

Section 4.- No Change

Section 5. – No Change

Art. 48 PAY PERIOD- No Change

Art.49 VACATIONS

Section1. Over-the-Road and Local Cartage Operations-No Change

Section 2. Over-the-Road and Local Cartage Operations-No Change

Section 3.Over-the-Road and Local Cartage Operations-No Change

Section 4. Local Cartage Operations-No Change

Section 5.-NoChange

New Section 6. (a) The vacation eligibly schedule in effect from the previous labor agreement shall be reduced by one(1) week.

(b)Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April1,2013 will be reduced by one week.

Art. 50 HEALTH AND HOSPITAL - See National Economic Settlement

Art. 51 PENSION AND RETIREMENT FUND – See National Economic Settlement

Art.52 DEATH IN FAMILY –No Change

Art. 53 PROTECTIVE APPAREL – No Change

Art. 54 WINTER SAFETY EQUIPMENT – No Change

Art. 55 CHECK-OFF – No Change

Art. 56 EMPLOYMENT OPPORTUNITIES AND COMPETITIVE EQUITY –No Change

Art. 57 CANADIAN BORDER – No Change

Art. 58 EMPLOYER ASSOCIATION

The Unions recognize the ~~“Transport Employers Association”~~ “TMI/TEA” for all Employers ~~ABF~~ on whose behalf the Union and/or ~~Transport Employers Association~~ TMI/TEA has received a current Power of Attorney which designated ~~Transport Employers Association~~ TMI/TEA as such bargaining representative. It is understood and agreed that the ~~Transport Employers Association~~ TMI/TEA is acting

only as an agent in the negotiations of this Contract and that it is an agent for ~~those Employers who have authorized it to so act~~ ABF; and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by ~~any of the Employers~~ ABF, for whom it is acting or any Union signatory to this Agreement

Art. 59 TERM OF SUPPLEMENTAL AGREEMENT – No Change

Art.60 LODGING (Over-the-Road operations) – No Change

Art. 61 PAID FOR TIME (Over-the-Road Operations)

Section 1. General – No Change

Section 2.Call In Time – No Change

Section 3. – No Change

Section 4. Layovers – No Change

Section 5. Breakdowns and Impassible Highways – No Change

Section 6. Deadheading – No Change

Section 7. Foreign Power Courtesy - No Change

Section 8. – No Change

Art. 62 PICK-UP AND DELIVERY (OVER-THE-ROAD OPERATIONS) – No Change

Art. 63 MILEAGE AND HOURLY RATES (Over-the-Road Provisions)

Section 1. See National Economic Settlement & ABF Grievance Procedure MOU

Section 2. Double Bottoms – No Change

Art. 64. HOLIDAYS (Over-the-Road Operations)

Section 1. General Holidays – No Change

Section 2. Qualifications – General Holidays – No Change

Section 3. Qualifacations – Roving Holidays – No Change

Section 4. Sunday Provisions – No Change

Section 5. General Holiday Provisions-No Change

Section 6. – No Change

Art. 65. SYSTEM OPERATIONS (Over-the-Road) – No Change

Art. 66. WORK ASSIGNMENTS (Local Cartage Operations) – No Change

Art. 67. Lunch Period (Local Cartage Operations) – No Change

Art. 68. PAID FOR TIME (Local Cartage Operations)

Section 1. General – No Change

Section 2. Call-In-Time –No Change

Section 3. – No Change

Section 4 Layoff Notice – No Change

Section 5. Fines and Waiting Time – No Change

Section 6. Emergencies – No Change

Section 7. Thruway Compound Operation – No Change

Art. 69. HOLIDAYS (Local Cartage Operations)

Section 1. – No Change

Section 2. – No Change

Section 3. – No Change

Section 4. – No Change

Section 5. – No Change

Art. 70 LEASED OPERATIONS (Local Cartage Operations)

Section 1. – No Change

Section 2. – No Change

Section 3. – No Change

Section 4. – No Change

Art. 71 WAGES (Local Cartage Operations)

Section 1. Wage Schedules – No Change

Section 2. Highest Wage Prevails – No Change

Section 3. Work in Other Industries – No Change

Section 4. Injury (Local Cartage Operations) – No Change

Section 5. Injury (Over-the-Road Operations) – No Change

Art. 72. WORKDAY AND WORKWEEK (Local Cartage Operations) – No Change

Art. 73. BREAKBULK TERMINALS (Local Cartage Operations)

Section 1. – No Change

Section 2. – No Change

Section 3. – No Change

Section 4. – No Change

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9. – No Change

Section 10. – No Change

APPENDIX A (Local Union Nos. ~~118, 118A~~, 182, 264, ~~264A~~, 317, 375, 529, 687 and 693)

See National Economic Settlement

APPENDIX B (Local Union No. ~~118~~)

~~Rochester day workers shall receive four cents (.04) an hour less than rates indicated in Appendix A.~~

~~STARTING TIME~~

~~It is agreed by both parties that the starting time for drivers shall be between 7:00a.m. and 8:30 a.m.~~

~~All time worked before 7:00a.m. and after 6:00p.m. by employees whose scheduled starting time is between 7:00 a.m. and 8:30 a.m. shall be paid for at the rate of time and one-half (1 ½).~~

~~All checkers, drivers, yardmen, receivers, supervising dockmen, power lift operators, dockmen and helpers will receive four cents (.04) less per hour for the purposes of having a starting time between 7:00 a.m. and 8:30 a.m.~~

APPENDIX ~~C~~-B (Local No. 294)

See National Economic Settlement

APPENDIX ~~D~~-C

See National Economic Settlement

APPENDIX E-D – No Change

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

NEGOTIATING COMMITTEES

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT INDUSTRY

NEGOTIATING COMMITTEE

NEW YORK STATE TEAMSTERS FREIGHT DIVISION

NEGOTIATING COMMITTEE

Kevin D. Hunter, Chairman

ABF FREIGHT SYSTEMS, INC.

Tony Nations, Chairman

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.

Tentatively Agreed to:

Company: _____

Union: _____

Michael S. Scalzo

Ernie Soehl

Senior Director Industrial Relations

Eastern Region Freight Coordinator