

**West Virginia
Freight Council of the
Eastern Region of
Teamsters
Supplemental Agreement**

**For the Period of
April 1, 2013 ~~2008~~
Through
March 31, 2018 ~~2013~~**

WEST VIRGINIA FREIGHT COUNCIL
of the
Eastern Region of Teamsters
SUPPLEMENTAL AGREEMENT
For the Period
April 1, 2013 ~~2008~~ through March 31, ~~2013~~ 2018

PREAMBLE

To cover all truck drivers, helpers, platform men, freight handlers, tow motor operations, checkers, switchers (or hostlers) and Teamster Riggers employed in the operation of common, contract and private carriers in the State of West Virginia (excluding the jurisdiction of Local Union No. 697, Wheeling, West Virginia and Local No. 505, Huntington, West Virginia) and in such contiguous territory as is covered by the jurisdictions of Local Union No. 175, South Charleston, West Virginia.

The _____
Company

ABF Freight System, Inc. (hereinafter referred to as the “**Employer**” or “**Company**” or “**ABF**” and the West Virginia Freight Council and Local Union No. 175, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes part of the ABF Master Freight Agreement hereinafter referred to as the Master Agreement for the period commencing April 1, ~~2013~~ ~~2008~~ which ABF Master Freight Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such ABF Master Freight Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

- Section 1. Operations Covered - no change
- Section 2. Employees Covered - no change
- Section 3. Combination City and Road Work - no change
- Section 4. City or Local Work - no change

ARTICLE 41 - UNION SECURITY AND DUES & PROBATIONARY EMPLOYEES

- Section 1. Probationary Employees - no change

Section 2. Casual Employees - no change

Section 3. - no change

Section 4. Entry Rates (New Hires)

New Entry Rates (Effective April 1, ~~2013~~ 2008)

CDL Qualified and Mechanics Effective April 1, ~~2013~~ 2008, all regular employees hired on or after that date and to employees who are in progression shall receive the following hourly and/or mileage rates of pay:

- (a) Effective first (1st) day of employment - ninety percent (90%) of the current rate
- (b) Effective first (1st) day of employment plus one (1) year - **one hundred percent (100%)** ~~ninety percent (90%)~~ of the current rate
- (c) ~~Effective first (1st) day of employment plus two (2) years — ninety five percent (95%) of the current rate~~
- (d) ~~Effective first (1st) day of employment plus three (3) years — one hundred percent (100%) of the current rate~~

~~CDL qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL required driving work for a commonly owned NMFA carrier shall be compensated at 90% of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter, provided they have not had a break in service in excess of three (3) years.~~

Non-CDL Qualified Employees Effective April 1, ~~2013~~ 2008, all non-CDL qualified employees (excluding mechanics) hired will be subject to the following progression:

- (a) Effective first (1st) day of employment - seventy percent (70%) **of top rate the current rate**
- (b) Effective first (1st) day of employment plus one (1) year - seventy-five (75%) percent of the current rate
- (c) Effective first (1st) day of employment plus two (2) years - eighty percent (80%) of the current rate
- (d) Effective first (1st) day of employment plus three (3) years - **ninety percent (90%)** ~~one hundred percent~~ of the current rate
- (e) **Effective first (1st) day of employment plus four (4) years - one hundred percent (100%) of top rate**

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

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

Note: The above progression rates apply to all new hires and to employees who are in progression on the effective date of the contract.

ARTICLE 42 – ABSENCE

Section 1. Time Off for Union Activities - no change

Section 2. Leave of Absence - no change

ARTICLE 43 - SENIORITY

Section 1. Company and Terminal Seniority Defined - no change

Section 2. Application of Company and Terminal Seniority - no change

Section 3. Termination of Seniority - no change

Section 4. Posting of Seniority List - no change

Section 5. Posting of Bids - no change

Section 6. Reduction in Force and Recall - no change

ARTICLE 44 - GRIEVANCE MACHINERY COMMITTEE

~~Section 1. Joint State Committee~~

~~The Operators and the Unions in each of the following states shall together create a permanent Joint State Committee for such state: Michigan, Ohio (including Wheeling, West Virginia), Indiana, Kentucky (including West Virginia except Wheeling), Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska and Kansas. The Joint State Committee shall consist of an equal number appointed by Employers and Unions but no less than three (3) from each group. Each member may appoint an alternate in his place. The Joint State Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. Each Joint State Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its state.~~

Section 2. Eastern Region Joint Area Committee

~~The Operators and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location.~~

~~Section 3. Contiguous Territory~~

~~If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to the Joint State Committee for handling, and after such reference, shall be handled under the usual procedures of that Joint Kentucky State Committee.~~

Section 1. Joint Area Committee

The parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area. 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
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.

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

Section 24. Function of Committees - no change

Section 5. Attendance - no change

Section 6. Examination of Records

The Local Union, Joint ~~Area Kentucky State~~ Committee, or the Eastern Region Joint Area 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.

ARTICLE 45 - GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Union and the Employers agree that there shall be no strike, lock-out, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Any employee having a grievance, and/or his shop steward, shall first attempt to settle it with the Employer. All grievances must be made known to the other party within five (5) working days after the reason for such grievance has occurred or within five (5) working days after the driver has reported back to his home terminal. If unable to settle such grievance within a total of fifteen (15) days after the reason for such grievance has occurred, such grievance must be reduced to writing and submitted to the Employer by the Union representative, or the complaint will be automatically voided. After such grievance is reduced to writing and properly submitted, it shall then be taken up between the Employer and the Local union involved. Failing adjustment by these parties, the following procedure shall then apply:

(a) Where the Joint ~~Area State~~ Committee, by a majority vote, settles a dispute, no appeal may be taken to the Eastern Region Joint Area Committee. Such a decision will be final and binding on both parties. Provided, however, that the **Eastern Region** Joint Area Committee shall have the right to review and reverse any decision of the Joint ~~Area State~~ Committee and make a final decision on the case if the **Eastern Region** Joint Area Committee has reason to believe the decision was not based on the facts as presented to the ~~Joint Area State~~ Committee or in the possession of either party and not presented to the ~~Joint Area State~~ Committee provided further, however, that such action by the **Eastern Region** Joint Area Committee may be taken only by unanimous vote.

(b) Where a Joint ~~Area State~~ Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the **Eastern Region** Joint Area Committee at the next regularly constituted session.

(c) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred ~~by the State Secretary for the Union or the State Secretary for the Employers~~ at the request of either the Employers or the Union, parties to the issue, ~~with notice to the other Secretary,~~ to the Joint Area Committee at any time for final decision.

~~At the request of the Company or Union representative, the Joint Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.~~

(d) Deadlocked cases, including discharges, at the Eastern Region Joint Area Committee, shall be referred to the Eastern Region Review Committee. If deadlocked by the Eastern Region Review Committee, it shall be referred to the National Grievance Committee for resolution. Deadlocks of the National Grievance Committee shall follow the procedures in Article 8 of the National Master Freight Agreement.

(e) ~~Failure of any Joint Committee to meet without fault of the complaining side,~~ refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of Article 45.

(f) In the event of strikes, work-stoppages, or other activities which are permitted in case of deadlock, default, or failure to comply with majority decisions, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretations, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of the Agreement.

(g) The procedures set forth herein may be invoked only by the authorized Union representatives or the Employer.

Section 2. - no change

Section 3. - no change

Section 4. National Grievance Committee - no change

ARTICLE 46 - DISCHARGE OR SUSPENSION - no change

ARTICLE 47 - EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Examinations - no change

Section 2. Identification

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. **Employees may be required to show their driver's license and Company identification to customers and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license. The Company identification will not have personal information on it such as home address or social security number.**

Section 3. Polygraph - no change

Section 4. - no change

ARTICLE 48 - MEAL PERIOD

A. Over-the-Road Operation - no change

B. Local Cartage Operation

Employees shall, except by mutual agreement, take at least one continuous thirty (30) minute period for meals each day. No employee shall be compelled to take more than one (1) continuous thirty (30) minute period during such period nor compelled to take any part of such continuous thirty (30) minute period before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two hour period set forth above without lunch shall receive his 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 4th or after the 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. One ten (10) minute break in first half of the shift and one ten (10) minute break in second half of shift. **There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.**

ARTICLE 49 – LODGING - no change

ARTICLE 50 - PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. **The payday for all employees shall be Friday.** Not more than fourteen (14) days shall be held on an employee. All other employees shall be paid at the end of their working period. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

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

Electronic Funds Transfer (Direct Deposit)

Where not prohibited by State law, electronic funds transfer will be mandatory for employees hired after April 1, 2008. **If the employee is enrolled on direct deposit and the employees pay is not deposited to their bank account on payday due to employer error, the employees pay will be deposited to the employees 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 employers control, such as weather delays, express mail failure, etc, an employees paycheck or debit card does not arrive at the employees facility by payday a replacement check will be issued at the general office and mailed to the employees facility by the end of that business day.

Verified payroll mistakes of fifty dollars (\$50.00) or more will be paid on the next business day if requested by the employee.

The Employer agrees to pay additional or extra men called from the Union at the completion of their work whenever it is possible to do so, or to mail a check to the employee at the address designated by the employee.

ARTICLE 51 - PAID-FOR TIME

A. Over-the-Road Provisions:

Section 1. General - no change

Section 2. Call-in Time - no change

Section 3. Layover - no change

Section 4. Breakdowns or Impassable Highways - no change

Section 5. Deadheading - no change

Section 6. Bobtailing - no change

Section 7. Runaround - no change

B. Local Cartage Provisions: - no change

ARTICLE 52 - PICKUP AND DELIVERY LIMITATIONS

~~The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one en route pickup of a solid load at point of origin and one delivery of a solid load at destination shall be allowed within the presently established twenty-five (25) mile radius, provided the driver receives the following rate or the prevailing city scale, if higher, for such service, including time lost through delivery.~~ **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 pick-up between the start of a run and the end of the run (ie, between points A & B) and shall not deviate twenty miles from the normal route. There shall be no fingerprinting of the freight. Furthermore the company shall not violate any “T Rules” that exist in any supplement (ie prohibiting stops beyond or before the destination or ending terminals), except as otherwise agreed to. At terminals with seventy-five 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. The provision shall not apply at a drivers home domicile or at his/her laydown destination. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage contract which prohibits such pickup and delivery.**

	Per Hour
Effective 4-1-13	\$22.70
Effective 4-1-14	\$23.15
Effective 4-1-15	\$23.61
Effective 4-1-16	\$24.08
Effective 4-1-17	\$24.68

Except at home terminals, road drivers may be required to handle freight to and from their tail gate in connection with the load or loads assigned to them. Road drivers doing combination road and city work in the same week shall be paid in accordance with the provisions of Article 40, Section 3. It is further agreed that all pickup and/or delivery limitations in this Article shall not prohibit a driver from making pickups and/or deliveries at points en route and intermediate terminals or when the Employer’s terminal is not in operations.

Peddle run drivers shall be allowed to perform their normal duties of their runs.

It is specifically agreed that none of the limitations contained in this Article shall apply to the transportation of iron and steel as defined in Article 62 of this Agreement.

ARTICLE 53 - GUARANTEES - TWENTY-FOUR HOURS SHALL CONSTITUTE A DAY

Section 1. Minimum Guarantees - No Change

Section 2. Agreed-Upon Runs - No Change

ARTICLE 54 - MILEAGE AND HOURLY RATES FOR OVER-THE-ROAD DRIVERS

Section 1. Rates

(a) The rate of pay per mile for drivers on all runs other than peddle runs shall be as follows:

Single Axle Units	Per Mile
Effective 4-1-13	55.568¢
Effective 4-1-14	56.679¢
Effective 4-1-15	57.813¢
Effective 4-1-16	58.969¢
Effective 4-1-17	60.443¢

Tandem Axle Units (4 axles)	Per Mile
Effective 4-1-13	55.800¢
Effective 4-1-14	56.916¢
Effective 4-1-15	58.054¢
Effective 4-1-16	59.215¢
Effective 4-1-17	60.695¢

Tandem Axle Units (5 axles)	Per Mile
Effective 4-1-13	55.916¢
Effective 4-1-14	57.034¢
Effective 4-1-15	58.175¢
Effective 4-1-16	59.339¢
Effective 4-1-17	60.822¢

Tandem Axle Units Carrying a Cargo of 40,000 lbs. or more or Jeeps	Per Mile
Effective 4-1-13	56.033¢
Effective 4-1-14	57.154¢
Effective 4-1-15	58.297¢
Effective 4-1-16	59.463¢
Effective 4-1-17	60.950¢

Double Bottom or a Combination Of Vehicles or Units	Per Mile
Effective 4-1-13	56.870¢
Effective 4-1-14	58.007¢
Effective 4-1-15	59.167¢
Effective 4-1-16	60.350¢
Effective 4-1-17	61.859¢

The payment for all work performed shall be at the mileage or hourly rate, whichever is greater. A reasonable explanation of delays must be provided where the hourly rate is greater. The rate for all time which the driver is entitled to compensation as other than driving shall be:

	Per Hour
Effective 4-1-13	\$22.70
Effective 4-1-14	\$23.15
Effective 4-1-15	\$23.61
Effective 4-1-16	\$24.08
Effective 4-1-17	\$24.68

(b) When warheads, ammunition or similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased one-half cent (½¢) per mile in the mileage rate and fifteen (15) cents in the hourly rate. Such increases are to apply only on driving time.

Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot, shrapnel, warheads, powder and flake T.N.T., that carry the term “fixed”. The penalty shall not apply to “Small Arms Ammunition” carrying the term “fixed”)

Section 2. Overtime - No Change

Section 3. Mileage Determination - No Change

ARTICLE 55 - PEDDLE RUNS

Section 1. Definition - No Change

Section 2. Rate of Pay

Hourly rates of pay for peddle run drivers shall be:

	Per Hour
Effective 4-1-13	\$22.70
Effective 4-1-14	\$23.15
Effective 4-1-15	\$23.61
Effective 4-1-16	\$24.08
Effective 4-1-17	\$24.68

Section 3. Guarantee - No Change

Section 4. Combination Peddle City - No Change

ARTICLE 56 - TWO-MAN OPERATION - No Change

ARTICLE 57 - VACATIONS

Section 1. Vacation Allowance

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

Section 2. Eligibility Requirements - No Change

Section 3. Computing Vacation Pay - No Change

Section 4. Vacation Schedule - No Change

Section 5. - No Change

ARTICLE 58 – HOLIDAYS - No Change

ARTICLE 59 - HEALTH AND WELFARE

Section 1. Contribution

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

Section 2. No Double Coverage - No Change

ARTICLE 60 - PENSIONS

Section 1.

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

Section 2. No Double Coverage - No Change

Section 3. Retirement - No Change

ARTICLE 61 - SEPARATION OF EMPLOYMENT - No Change

ARTICLE 62 - STEEL HAUL - No Change

ARTICLE 63 - SANITARY CONDITIONS - No Change

ARTICLE 64 - SUSPENDED LICENSE - No Change

ARTICLE 65 - PROTECTIVE APPAREL - No Change

ARTICLE 66 - FUNERAL LEAVE - No Change

ARTICLE 67 - SPLIT SHIFTS - No Change

ARTICLE 68 - LEASED EQUIPMENT – LOCAL CARTAGE OPERATION - No Change

ARTICLE 69 - LOCAL CARTAGE WAGES

Section 1. Hourly Rates and Weekly Earnings Guarantees

The following hourly rates of pay and weekly earnings guarantee shall apply as set forth. City Drivers, Checkers, Machine Lift Operators, Switchmen (Hostler) and Teamster Riggers. (Twenty-five cents (\$.25) per hour differential for Riggers).

	Guaranteed	
	Hourly Rate	Weekly Rate
Effective 4-1-13	\$22.70	\$908.00
Effective 4-1-14	\$23.15	\$926.00
Effective 4-1-15	\$23.61	\$944.40
Effective 4-1-16	\$24.08	\$963.20
Effective 4-1-17	\$24.68	\$987.20

Dockmen

	Guaranteed	
	Hourly Rate	Weekly Rate
Effective 4-1-13	\$22.58	\$903.20
Effective 4-1-14	\$23.03	\$921.20
Effective 4-1-15	\$23.49	\$939.60
Effective 4-1-16	\$23.96	\$958.40
Effective 4-1-17	\$24.56	\$982.40

Callers

	Guaranteed	
	Hourly Rate	Weekly Rate
Effective 4-1-13	\$22.61	\$904.40
Effective 4-1-14	\$23.06	\$922.40
Effective 4-1-15	\$23.52	\$940.80
Effective 4-1-16	\$23.99	\$959.60
Effective 4-1-17	\$24.59	\$983.60

Section 2. Limitations of Guarantee - No Change

Section 3. Casual Employees - Hourly Paid -

All hourly paid casual employees will receive the following wage rates on the dates shown:

	Per Hour
Effective 4-1-13	\$19.0022
Effective 4-1-14	\$19.3847
Effective 4-1-15	\$19.7757
Effective 4-1-16	\$20.1752
Effective 4-1-17	\$20.6852

ARTICLE 70 - WORKDAY AND WORKWEEK IN LOCAL CARTAGE OPERATION(S)

- Section 1. Workday - No Change
- Section 2. Workweek - No Change
- Section 3. Overtime - No Change
- Section 4. Weekly Guarantee - No Change
- Section 5. Sixth and Seventh Days - No Change
- Section 6. Holiday Weeks - No Change
- Section 7. Reporting Time - No Change
- Section 8. Higher Rated Classifications - No Change
- Section 9. Work On Days Off - No Change
- Section 10. Premium Time - No Change
- Section 11. Contract Work - No Change
- Section 12. Casual Employees - No Change
- ARTICLE 71 - SICK LEAVE - No Change

ARTICLE 72 - TERMINATION CLAUSE

Term of this Supplemental Agreement is subject to and controlled by all 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 _____, ~~2013 2008~~, to be effective as of April 1, ~~2013 2008~~, 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

WEST VIRGINIA FREIGHT COUNCIL
Ralph Winter, *Chairman*

For the Employer:

~~, Chairman~~

~~TRUCKING MANAGEMENT, INC.~~

~~REGIONAL CARRIERS, INC.~~

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** West Virginia Over-the-Road and Local Cartage Supplements, would automatically be made a part of this Supplement.

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

OTR only LC only Both

FOR THE UNION

LOCAL UNION No. _____, affiliate of International Brotherhood of Teamsters.

By _____

(Signed)

Its _____

(Title)

FOR THE EMPLOYER

(Employer)

By _____

(Signed)

Its _____

(Title)

Home Office Address:

By _____

(Street)

Its _____

(City/State)

(Date Signed)

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