

**ABF NATIONAL MASTER  
FREIGHT AGREEMENT  
AND  
NEW JERSEY-NEW YORK  
LOCAL 701  
SUPPLEMENTAL AGREEMENT**



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



**2018-2023 ABF NMFA and NJ-NY LU 701 Supplement**

MASTER AGREEMENT WILL PRINT IN FRONT,  
FOLLOWED BY NJ-NY LU 701 SUPPLEMENT

**ABF**  
**NEW JERSEY-NEW YORK AREA**  
**AND LOCAL 701**  
**SUPPLEMENTAL AGREEMENT**



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



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**NEW JERSEY – NEW YORK AREA  
AND 701  
SUPPLEMENTAL AGREEMENT**

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

**Covering Employees of ABF Freight System, Inc. for the Period of April 1, 2018 to June 30, 2023 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.**

**PREAMBLE**

ABF Freight System, Inc. hereinafter referred to as the Employer and the New Jersey-New York Area Freight Council, and Local Union No. \_\_\_\_\_, 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 Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the “Master 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 ABF 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, switchers, platform men, warehousemen, checkers, motor lift truck operators, dragline employees, riggers, office and clerical help, mechanics, garage employees and such other employees as may be presently or hereafter repre-

sented by the Union, engaged in the General Trucking Industry and such “rigging work” as may be incidental thereto, within the jurisdiction of the Local Union signatory to this Agreement.

## **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 highways, 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 dock work, switching, checking, dragline, stacking, loading, unloading, handling, shipping, receiving, assembling, office and garage work and such other employees as may be presently or hereafter represented by the Union.

## **Section 3.**

The additional classifications of office and clerical help, mechanics, and garage employees referred to above shall become part of this Agreement, however, shall be subject to separate negotiations between the parties, and the wages, hours and working conditions to be attached as an Appendix to this Agreement, and become an integral part thereof. The foregoing shall apply only upon the Employer and the Union properly determining that the Union does, in fact, represent a majority of such employees within any of the stated categories.

## **Section 4.**

(a) This contract shall govern all wages, hours and other conditions herein set forth. All work covered by this Agreement shall be performed only by employees covered by this Agreement except as otherwise provided herein.

### **(1) Delivery and/or Pickup Area**

Road Drivers shall not make pickup and/or delivery to consignee or shipper except as by past practice of the majority of the industry and the Local Union’s recognized past delivery and/or pickup area.

Road drivers may make drop off enroute to inbound destination at company terminals but may not pick up freight enroute to destination, however, on return trip to destination road driver may pick up freight at outbound terminal to fill out load to destination. Where there is a dispute concerning pickup and/or delivery, it shall be subject to the grievance procedure. The above shall also apply to movement of empties between terminals.

(2) Where an Employer signatory to this contract changes his operations within the jurisdiction of the area that this Supplement covers, the present employees and present contract shall prevail at the new terminal or location and the displaced employees or the employees affected shall have a right in keeping with their present seniority to move to the new terminal or location with all seniority rights. In no event shall such a change be a violation of this Agreement. Where an Employer moves outside of the area of this Supplement, and has no existing terminal or branch, he shall first offer employment to present employees who are affected or will be affected at the new terminal at their present rates. Where the Employer presently operates a terminal and increases the need for the employees because of the closing of an existing terminal and operates back into the area of the closed terminal covered by this Supplement, the employees affected by the closing of the terminal shall have full seniority rights, wages and hours presently enjoyed in the area previously serviced.

(b) The operation of all trucks, tractors and trailers owned by or leased to, by or through the Employer while used for delivery and/or pickup of freight shipped via the Employer in the delivery and/or pick-up area in the jurisdiction embraced by this Agreement, shall be performed exclusively by the employees of the Employer covered by this Agreement.

(c) The movement of equipment from the Employer's place of business to the place where the equipment is serviced or repaired shall be in accordance with past practices in each Local Union.

(d) All movement of freight from the Employer's place of business destined for railroad or piggyback shipment shall be performed by

employees of the Employer governed by this Agreement, providing those individual employees currently on hostler (switcher, jockey) bids or shuttle bids are not laid off.

(e) An Employer who has a terminal in the area of this Supplemental Agreement may not close such terminal and utilize a terminal outside the area not covered by this Supplement to perform the same type of work which he previously performed within the area unless with the approval of the Eastern Region Joint Area Committee.

(f) No Employer within the area of this Supplement shall be permitted to operate a Special Commodity or Steel Division unless agreed to by the Local Union and approved by the Joint Area Committee.

(g) A breakbulk terminal may be established upon the mutual agreement of the Employers and the Local Unions as long as such agreements are equal to the standards established by the Joint Area Committee. All such Agreements shall be subject to the approval of the NJ/NY Breakbulk Committee and the NJ/NY Supplemental Negotiating Committee. Failure on their part to approve, the issue shall be referred to the Eastern Region Joint Area Committee.

(h) In no case, however, shall an Employer who moves from this supplemental area into another supplemental area, interline or transfer freight to another carrier to haul back into the area formerly served, unless such carrier maintains the same general wages, hours and conditions of employment as provided for in this supplemental agreement. Exceptions to the foregoing, to be valid, must be set forth in writing executed by both the Local Union and the Employer for the specific terminal or terminals involved.

## **ARTICLE 41.**

### **Section 1. New Employees**

The Employer shall immediately upon employment, notify the Shop Steward, or the Union if there is no Shop Steward, of the

employment of any man, who, under this Agreement, is required to be a member of the Union. Upon notice from the Union that any employee who, thirty (30) days from the date of first employment, has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer agrees to terminate such employee after receipt of seventy-two (72) hours written notice, excluding Saturdays, Sundays and holidays, from a properly authorized official of the Union, certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members and further that the employee has had notice and opportunity to make all dues payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

## **Section 2. Checkoff**

The Employer agrees to deduct on the first full payday of the month from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the third payday of the month from which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Where Local Unions presently have a practice of quarterly dues paid in advance, same shall be continued, and payment by the Employer will be made quarterly, in accordance with past practice.

In the event that an Employer has been determined to be in violation of this article by decision of an appropriate grievance committee and if such Employer subsequently is in violation thereof, after receipt of seventy-two (72) hours written notice, excluding Saturdays, Sundays, and holidays, of specific delinquencies, the Local Union may strike to enforce this article. However, such strike shall be terminated upon the delivery, thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

By mutual agreement between the Union and Employer, the Employer shall deduct each calendar year dues during the first twelve weeks of each year. If employees have refunds due them for any reason they shall be so compensated.

Where an Employer is aware that an employee who is on checkoff is going on vacation, the Employer must deduct the monthly dues from his vacation pay.

It shall be a violation of this Agreement for an Employer to be delinquent in the remittance of dues deductions made from the employees as prescribed in this Article. In the event an Employer is delinquent, the Union may submit the issue immediately to an emergency panel and there will not be a postponement granted for any reason.

In the event the emergency panel finds for the Union, Article 41, Section 2, paragraph 3 shall not apply and the Union shall be free to take immediate economic action, and the Employer shall be responsible for all lost earnings.

### **Section 3. Blacklist**

The Employer shall not establish or create a so-called "blacklist" nor in any way become a party to the establishing of such a blacklist that may have for its purpose the prevention of any member of the Union obtaining employment with any other Employer or Company.

### **Section 4. Hiring Additional Men**

The Employer must notify the Union when new employees are to be hired. The Union shall have the right to send applicants for the job or jobs and the Employer agrees to interview such applicants and give the same interview considerations to Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources. The Employer reserves the right to finally pass on the qualifications and experience of all applicants for employment. During the probationary period of twenty-five (25) working days in



a ninety (90) day calendar period, the employee may be discharged without further recourse; provided, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the probationary period, the employee shall be placed on the regular seniority list. In case of discipline within the probationary period, the Employer shall notify the Local Union in writing.

If employees are hired through an employment agency, the Employer is to pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 41, Section 4, and if the employee is retained through the probationary period, the fee need not be paid until the twenty sixth (26th) day of employment.

Past practice shall apply to those companies which in the past employed fingerprint test for all new permanent applicants, but shall not apply to individuals with seniority, or casual employees. No other companies shall institute this practice without mutual agreement between the Company and the Union.

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 (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall or referral system, 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 shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

## **Casual Employees**

1. A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals

shall not have seniority status. Casuals shall not be discriminated against for future employment.

2. A casual employee will be placed in probation after completing seventy-five (75) work days. The probationary employee after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.

3. The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. Any new casual waiver forms must be signed by the Company, the employee and the Local Union.

4. A monthly list of all casual and/or probationary employees used during that month shall be submitted to the Local Unions 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 dates worked.

Any dispute to the above Article shall be referred directly to the New Jersey–New York Supplemental Negotiating Committee.

## **Section 5. Supervisory Personnel/Working Supervisor**

This provision supersedes any other related Article contained in the Agreement.

The Employer agrees that the function of a supervisor is the supervision of employees and not the work of the employees they supervise.

However, where no local cartage employees are on the property, a supervisor can load an unscheduled customer pick-up on an occasional and incidental basis. It is understood that this provision is intended to only apply to unanticipated situations taking less than 30 minutes. The Company shall not intentionally sched-

ule such pick-ups for times when the local cartage employees are not available.

## **ARTICLE 42. STEWARDS**

Stewards shall be granted super-seniority for all purposes including layoff, rehire, bidding, and job preference. One steward on the morning dispatch, in compliance with regular starting times, shall be the last man to leave the terminal.

The Union reserves the right to remove the shop steward at any time, for the good of the Union.

The job steward is recognized by the Employer to have no right to enter into any form or type of agreement with the Employer, except as authorized by the Local Union.

If requested by the Local Union, in writing, within sixty (60) days after the effective date of this Agreement, one steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

## **ARTICLE 43. LEAVE OF ABSENCE**

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

The Employer agrees to grant the necessary and reasonable 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 forty-eight (48) 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 employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for six (6) months and may be extended for like periods. Written permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this contract. 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. The employee may make suitable arrangements for continuation of Health and Welfare payments where legally permissible, at his own expense before the leave may be approved by either Local Union or Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

## **Section 3. Union Activity**

An employee who is a candidate for Union election shall be granted a two (2) week leave of absence.

Any employee who is designated by the union to work for the Union on a full time basis shall be granted a leave of absence, with no loss of seniority, for the duration of his full time employment provided he reports back to work to the Employer within ninety (90) days after his employment with the Union is terminated and does not work for any other Employer in the Industry during such period.

## **ARTICLE 44. SENIORITY**

### **Section 1. Seniority Principle**

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference to choose their shifts and to work at the job for which the pay is highest, provided such employee is qualified for such work. Seniority does not give the employee the right to choose a specific unit, run, trip or load.

When a probationary employee has worked twenty-five (25) working days in any ninety (90) day calendar period, he shall be placed on the seniority list as of his first day worked in probation. No employee can have seniority with more than one Employer. Seniority rights for employees shall prevail. The Union and the Employer shall agree on whether such seniority shall be measured by length of service in the job classification at the terminal or by length of service at the terminal.

Any dispute regarding Employer abuse of this provision shall be submitted to and determined by the Joint Area Interpretation Committee as provided in Article 46, Section 1(g).

### **Section 2. Seniority Rank and Posting**

(a) Within thirty (30) days after signing of this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal, a list of employees arranged according to their seniority.

Claims for corrections to such lists must be made to the Employer within ten (10) days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be subject to the Grievance Procedure as established by this Agreement.

(b) New employees shall be placed on the regular seniority list, with seniority dating from date of hire, as provided in Article 41, Section 1 of this Agreement.

### **Section 3. Loss of Seniority**

(a) Seniority shall be broken only by:

(1) Failure to respond to a notice of recall as specified in Section 4 of this Article.

(2) Unauthorized leave of absence.

(3) Unauthorized failure to report for work for seven (7) consecutive days when work is available.

(b) Any employee who is absent because of proven illness or injury shall maintain his seniority.

### **Section 4. Layoff and Recall**

(a) When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first and when the force is again increased, the men are to be returned to work in the reverse order in which they are laid off.

(b) In the event of a recall, the laid-off employee 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 at such address of the Employer's notice, the employee must notify the Employer by telegram, registered or certified mail of his intent to return to work and must actually report within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

### **Section 5. Special Applications**

The following general rules shall govern the exercise of seniority rights by the employees of the Employer and the members of the Local Unions affiliated with Joint Councils No. 73 and No. 16 who have similar provisions in their contracts, notwithstanding any pro-

vision in the National Master Freight Agreement or any other agreement, supplement or addenda.

(a) Definition of Seniority:

(1) Company or classification seniority, as used in this Section 5 is defined as the seniority which an employee acquires from his earliest date of hire in the company as a whole either by classification or by overall seniority whichever previously prevailed.

(2) Terminal seniority is defined as the seniority which an employee acquires from his earliest date of hire at a specific branch, terminal, division or operation of the company.

(3) Within the area of this Supplement, when a branch, terminal, division or operation is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation in whole or in part, an employee employed at the closed or partially closed down branch, terminal, division, or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred, and to exercise his seniority on a company or classification basis in the affected terminal, branch, division or operation.

When a new branch, terminal, division or operation is opened (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular positions in the new branch, terminal, division or operation in the order of their company or classification seniority, to employees in those branches, terminals, divisions or operations which are affected in whole or in part by the opening of the new branch, terminal, division or operation. This provision is not intended to cover situations where there is a replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, laid-off or extra employees in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full time positions are not filled in this manner, then the provisions of the above paragraph shall apply.

The transferred employees, shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old branch, terminal, division or operation if it is still in existence and carry with them their seniority at that old branch, terminal, division or operation.

(b) Mergers—acquisitions—purchases, etc.:

When two (2) or more terminals or places of employment of two (2) or more Employers are physically consolidated into a single terminal or place of employment, the following shall be the general rules to govern the seniority placement of the employees covered by this New Jersey-New York Area Supplement and Addenda hereto.

(1) If the consolidation of the terminals or places of employment is the result of a merger of Employer entities, the employees of the respective Employers shall be dovetailed (i.e., placed on the appropriate seniority list or lists in order of the earliest date of hire of each employee with his respective Employer) at the consolidated terminal or place of employment.

(2) If the consolidation of the terminals or places of employment is the result of the purchase, acquisition, acquisition through control, or “buy-out” of one or more Employer entities by another, the employees of the Employer(s) so purchased or acquired, acquired through control, or “bought out” shall be endtailed (i.e., placed on the appropriate seniority list or lists behind and below the employees of the Employer so purchasing or acquiring, acquiring through control, or “buying out” the other(s), in the order of their payroll or Company seniority) at the consolidated terminal or place of employment, no matter when said facilities and/or terminals are subsequently merged.

Except in cases of unusual circumstances, the seniority date of the employees so endtailed shall be established as the date of the filing with the Department of Transportation of the initial pertinent application provided that such application is subsequently approved by the Department of Transportation.



(c) In any case, whether it is a purchase, merger or acquisition, acquisition through control, etc., the employees involved shall retain their overall seniority for all fringe benefit purposes.

(d) Grievance Machinery:

All disputes or controversy under this Section 5, including (but not limited to) the interpretation or application of provisions of this Section 5, shall be submitted to and be determined by the Joint Area Committee whose decision shall be final and binding on all parties and the employees involved.

(e) Aids to Interpretation and Application of this Section:

The Joint Area Committee shall have the sole and exclusive authority to determine the exact nature of the transaction; i.e., whether actual merger or acquisition or purchase, etc., has taken place or is about to take place. The parties acknowledge that there may be factual situations presented to the Joint Area Committee which may necessitate a deviation from the general rules set forth above, and agree that the Joint Area Committee is authorized and empowered to determine whether the factual situations presented to it require any such deviation and to resolve the matter in such manner as it deems appropriate in a decision final and binding upon the Unions, Employers and employees involved.

(1) Orders of D.O.T.

Applications for temporary or permanent authority filed with the Department of Transportation, characterizations utilized in or by that Agency or the parties therein, and decisions and orders of that Agency may be considered in determining the nature of a transaction relative to mergers, purchases, acquisitions, acquisitions through control, "buy-outs," and/or other combinations of two or more Employers but are not to be deemed as binding as to the basic nature of the transaction. To the extent that orders or decisions of the Department of Transportation are relied upon by the Joint Area Committee, an order or decision of said Commission approving a purchase, acquisition, acquisition through control of capital stock or "buy-out" by one Employer of another or other Employers, conditioned upon a subsequent

merger or submission or a plan of merger of the employing entity, shall be deemed a purchase or acquisition within the meaning of Section 5(b)(2) notwithstanding such conditions.

## (2) Interim Decisions

It is recognized that in many cases the Joint Area Committee may be compelled to render interim decisions involving dovetailing and endtailing of employees because of the consolidation of terminals or places of employment occurring before the issuance of decisions and orders involving D.O.T. Permanent Authority which consolidations of terminals occurred based upon D. O.T. temporary authority. It is further recognized that it is often difficult to determine the nature of the transaction at that stage of proceedings before the Department of Transportation, and that the nature of such proceedings may change from time to time prior to decisions and orders dealing with permanent authority. Keeping in mind the undesirability of causing instability in the work force, the Joint Area Committee may make such interim decisions as it deems appropriate, just and equitable, under all of the facts and circumstances existing at the time of the hearing before the Committee, and such interim decisions shall be binding upon the Unions, Employers and the employees involved.

(3) The provisions of Section 5 set forth above are intended not to change but to clarify what has been for almost two decades the general interpretation and application of the provisions dealing with this subject matter in the predecessor agreements to this Area Supplemental Agreement including decisions of the Joint Area Committee under the predecessor agreements. It is to be noted that a great deal of consideration has been given by the negotiators of and parties to this Area Supplemental Agreement, to proposals in negotiations seeking the elimination of endtailing, and to the relative merits and fairness to employees of endtailing and dovetailing in situations involving voluntary mergers, purchases, etc. Such proposals have been rejected because of many factors including, but not limited to, the existence of numerous heretofore endtailed employees on many seniority lists arising from predecessor agreements, the unfairness to many employees caused by dovetailing in many situations, and the potential for instability and disruption to

employees which could result from any change under this Area Supplemental Agreement in the distinction between endtailing and dovetailing, after these many years.

## **Section 6. House Concerns**

Where the Employer acquires or has acquired the work, or trucks of any so-called "House Concern" whose employees are being organized or are already organized, the employees of said concern shall be confined exclusively to the work they performed while in the employ of said concern. Those employees shall hold seniority on the work of said concern as if they were actually employed by said concern, in addition to maintaining a seniority standing on the Employer's seniority list from the day such employees started to work on the Employer's payroll. If, however, there is no work for said employees on the "House Concern's" work, the said employees shall work, in their proper seniority as of the date of hire by the Employer on the Employer's work and shall be governed by the terms of this Agreement. Past practices shall prevail as to when "House Concern" employees may exercise their company-earned seniority on jobs other than their "House Concern" job.

## **Section 7.**

Seniority shall prevail in selection of starting time so the oldest man in seniority shall have the earliest starting time if he so elects (provided he is qualified). Regular bid shall be for a period of six (6) months, except by mutual agreement between the Union and the Employer.

# **ARTICLE 45. JOINT GRIEVANCE COMMITTEES**

**Refer to ABF NMFA Articles 7 and 8**

## **Section 1. Joint Area Committee**

(a) The Employer and the Local Unions shall together create a Joint Area Committee. A Joint Area Committee shall consist of an equal number of members and alternates as designated by ABF and Local Unions, parties to the ABF New Jersey-New York Area General Trucking Agreement. 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). Each member and alternate's name shall be registered with the Secretary of the Joint Area Committee. The Joint Area Committee shall establish the rules of procedure to govern the conduct of its meetings.

The Joint Area Committee, in accordance with the procedures established in Article 46 of this Agreement and the ABF Eastern Region Grievance Procedure Memorandum of Understanding, shall have jurisdiction over disputes and grievances involving the Employers and Local Unions which cannot be settled. The Joint Area Committee shall review and approve rules of procedure solely for the purpose of assuring that consistent procedures will be followed and adequate records kept. Any proposed Change of Operations affecting two Locals within the ABF New Jersey-New York Supplemental Agreement must come before the Joint Area Grievance procedure for approval.

All decisions rendered by the Joint Area Committee shall be final and binding upon the parties. Deadlocked cases will be submitted to the ABF Eastern Region Joint Area Committee for final and binding decision.

## **Section 2. Eastern Region Joint Area Committee**

The Employers and the Local 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 a mutually convenient location, as per the ABF Eastern Region Grievance Procedure MOU.

The Committee shall also act as final authority, except as otherwise provided in Articles 8 and 46 of this Agreement, on all matters involving questions of the meaning or import of any clause or provision of this Agreement, decisions which would have general application to ABF and Local Unions who are parties to this Agreement.

### **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 any of the above Joint Committee for handling by the Executive Secretary of the Eastern Region of Teamsters, and after such reference shall be handled under the usual procedure of the Joint Committee.

### **Section 4. Function of Committees**

It shall be the function of the various committees above-referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Article 46. All Committees established under this Article may act through subcommittees duly appointed by such Committee.

### **Section 5. Attendance**

Meetings of all Committees above-referred-to, must be attended by each member of such Committee or alternate.

### **Section 6. Examination of Records**

The Local Union, Joint Area 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.

### **Section 7. National Grievance Committee**

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the ABF National Agreement shall be referred to the ABF National Grievance Committee.

### **Section 8. Moving Expenses**

Where any employee is required, through no fault of his own, to change residence in order to follow employment as a result of an approved change of operations, the Employer shall move the employee or pay his moving expenses. This shall not apply to moves within a 50 mile radius. The Employer shall not be responsible for

moving or moving expenses if employee changes his residence as a result of voluntary transfer. Moving costs shall include packing costs on redomicile and insurance against losses.

## **ARTICLE 46. GRIEVANCE PROCEDURE AND UNION LIABILITY**

**Refer to ABF NMFA Articles 7 and 8**

### **Section 1.**

The Union and the Employer agree that there shall be no strike, lockout, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Union involved. All grievances must be made known to the other party within five (5) days, excluding Saturdays, Sundays, and holidays, after the reason for such grievance has occurred. The five (5) day requirement does not apply to grievances involving wages, seniority and fringe benefits after the Union has secured knowledge of the grievance. In the event that the Employer and the Union involved are unable to adjust the matter, the dispute shall, within two (2) days, excluding Saturdays, Sundays and holidays, after the request of either party, be reduced to writing and referred to the Joint Area Committee and the following procedures shall then apply:

(a) Where a dispute concerns a matter of discharge the Employer and the Union shall submit the matter to the ABF NJ/NY Joint Area Committee, with the exception of Teamsters Local 560. Any discharge case concerning the Employer and Teamsters Local 560 shall be submitted to final and binding arbitration.

If a discharge case is deadlocked at the ABF New Jersey/New York Joint Area Committee, it shall be referred to final and binding arbitration as set below. In cases of voluntary or involuntary quit, such dispute(s) may be submitted to the Joint Area Committee for decision. In the event a case involving a voluntary or involuntary quit is deadlocked by the Joint Area Committee, such case must then be

referred to arbitration as set forth below in this Article. Such arbitration shall be selected through the following procedures:

The New Jersey State Mediation Service in cases involving Locals 469, 560, 641 and 701.

In cases involving Locals 445 and 707 either the American Arbitration Association or by mutual agreement a staff Arbitrator 166 of the New York State Board of Mediation or the New York State Board of Mediation. The choice of the arbitration agency shall be made by the Union; and the Employer agrees to abide by the choice made by the Union.

Within fourteen (14) days of conclusions of the arbitrator's hearing, the arbitrator shall mail, by registered mail, to all parties involved, a copy of his decision or award. Failure of any party involved to comply with such decision or award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by Section 1 of this Article, notwithstanding any action taken to set aside, confirm, modify, or enforce such decision or award, until such time as the award is actually vacated, it being the intention of the parties that decisions and awards rendered pursuant to the procedures set forth in this Article be complied with immediately regardless of any legal proceedings. If, however, the Employer and Union agree that a dispute relative to discharge be submitted to the Joint Area Committee, the majority decision of that Committee will be final and binding on all parties. In the event such Joint Area Committee is deadlocked, the matter shall be submitted to final and binding arbitration by the Joint Area Committee as set forth above.

All time lost by the employees engaged in economic action because of an Employer's failure to abide by a decision made pursuant to this Article shall be reimbursed by the Employer, provided that if there is a dispute as to the amount of reimbursement, such dispute must be resubmitted to the Arbitrator or the appropriate Joint Committee.

Notwithstanding the provisions of Article 32, Section 2 of the ABF National Master Freight Agreement, it is agreed that for the Unions

and Employers covered by this ABF New Jersey-New York Area General Trucking Supplemental Agreement all disputes involving Article 32, Section 1 of the National Master Freight Agreement shall be deemed arbitrable before the Eastern Region Joint Area Committee subject to such appeals as are otherwise provided for in this Supplemental Agreement.

(b) Where the Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the ABF Eastern Region Joint Area Committee. Such decision shall be final and binding on both parties with no further appeal.

(c) Decision shall be issued on cases submitted to the Joint Area Committee within fourteen (14) days after such submission, unless otherwise mutually agreed. A pay award of the Joint Area Committee, or a pay claim resolved between the Local Union and the Employer shall be paid no later than the second (2nd) regular pay day after the Employer has received notice of the decision and award from the Joint Area Committee, or agreed to such pay claim settlement in writing. 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.

(d) Where the Joint Area 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 ABF Eastern Region Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision, by majority vote, settles a dispute such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

(e) Joint Area Interpretation Committee

It is agreed that all matters pertaining to the interpretation of any provision of this Supplement, as defined in Article 45, shall be referred to the Joint Area Interpretation Committee by the Local Union or the Employer.



The Joint Area Interpretation Committee shall be made up of an equal number of Union representatives and Employer representatives who shall be members of the Negotiating Committee. Failure of the Joint Area Interpretation Committee to agree shall subject the matter to determination by the ABF Eastern Region Joint Area Committee.

(f) Deadlocked cases may be submitted to umpire handling if a majority of the Eastern Region Joint Area Committee determines to submit such matters to an umpire for decision. Otherwise, either party shall be permitted all legal or economic recourse.

(g) 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 Articles 8 and 46.

(h) In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, or failure to comply with the majority decisions, no interpretation of the 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 interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Where a strike is alleged to be in violation of this Agreement or any law including but not limited to violations of Sections 301 or 303 of the Labor Management Relations Act, all issues of liability and damages shall be resolved pursuant to the grievance procedure.

(i) The procedures set forth herein may be invoked only by the Union's authorized representative or the Employer.

(j) The decisions of the Joint Area Committee, the ABF Eastern Region Joint Area Committee and the arbitrators appointed in accordance with the procedures set forth herein shall be final and binding on all parties involved, and employee(s) affected. Such Committees or arbitrators shall not be empowered to add to or subtract from this Agreement or render any decision in conflict with the Agreement or which modifies this Agreement in any way. Such Committees or arbitrators may, in cases involving disciplinary action including discharge, sustain any discharge or suspension or

disciplinary action or modify such discharge, suspension or disciplinary action as they may deem just and equitable.

## **Section 2. Interpretation of Grievance Procedures**

Questions or disputes concerning the interpretation, application or enforcement of the grievance procedures provided in this Agreement shall themselves be deemed arbitrable before the Joint Area Committee subject to the appeals procedures set forth in this Article.

## **Section 3. Time for Taking Appeals**

All appeals permitted to be taken in accordance with the procedures set forth in this Article must be taken within fourteen (14) days from the date of receipt of the decision or award.

## **Section 4.**

It is agreed and understood that, in all cases of an unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members, while the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work. The Union shall be deemed to have undertaken all reasonable means to induce such employees to return to work within the meaning of this provision if, at the request of the Employer, the Union directs the employees to return to work and, at the request of the Employer, sends a confirming letter to the employees at the employees' addresses which must be furnished by the Employer in writing to the Union. The request of the Employer to the Union, as set forth above, may be telephonic but must be confirmed in writing either by telegram (with report of delivery) or by certified mail, return receipt requested, within twenty-four (24) hours of the commencement of the unauthorized strike or walk-out. There shall be no requirement that the Union threaten to, or impose fines or suspensions or other internal union disciplinary procedures against any such employees or take any other steps except those referred to hereinabove.

It is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stop-

page, shall have the sole and complete right of reasonable discipline, short of discharge, of such participating employees. It is further understood and agreed that where such unauthorized work stoppage exceeds twenty-four (24) hours, the Employer shall have the right of reasonable discipline, including discharge.

Nothing herein shall be construed to limit the right of the Employer to immediately discharge an employee who calls an unauthorized strike or walk-out as provided for in Article 47, Section 2.

Any dispute as to the interpretation or application of this Section, shall itself be resolved pursuant to the grievance procedure.

## **ARTICLE 47. DISCHARGE OR SUSPENSION**

### **Section 1. Warning Notice**

The Employer shall not discharge nor suspend any employee without just cause and the written notice of discharge or suspension must set forth the specific reason for such action. In respect to discharge or suspension, the Employer shall give at least one warning notice of the specific complaint against such employee, in writing, and a copy of same to the Union and the shop steward, except that no warning notice need be given to any employee before he is discharged or suspended if he is discharged or suspended for any of the causes listed in Section 2 below or suspended for theft of time. The Employer shall not discipline any employee without just cause based upon valid written warning notices sent within the applicable time periods set forth hereinafter. No disciplinary notice shall be considered valid unless it is in writing, has been delivered to the employee, personally or by certified mail to the address given to the Employer by the employee or his job steward and sent certified mail to the Union, and sets forth therein in full the specific grounds and circumstances upon which it is based.

Warning notices only, shall be handed to the employee and not mailed to his home. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within seven (7) days, excluding Saturdays, Sundays, and holidays,

from the date the Employer knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

No disciplinary notice may be introduced in any grievance or arbitration hearing which has not been issued within six (6) months from the date of the disciplinary notice, except in the case of notices concerning accidents, within nine (9) months from the date of the disciplinary notice, and except for periods of worker's compensation absence where the timeliness period shall be extended equal to the amount of time the employee is absent. Failure of an employee or Union to grieve or protest a warning letter to which no other discipline has been attached, when given, shall in no manner be deemed prejudicial to said employee in a future grievance or arbitration hearing involving said warning letter.

An employee shall not be suspended until the Local Union has been given forty-eight (48) hours written notice. Saturdays, Sundays, and holidays shall be excluded in determining the forty-eight (48) hour period.

## **Section 2. Causes for Discharge**

The only causes for immediate discharge of an employee shall be for proven theft of money, goods, or merchandise during working hours, proven drunkenness, or proof of being under the influence of liquor or drugs during working hours, calling an unauthorized strike or walkout, assault on Employer or his representative during working hours, failure to report an accident which the employee would normally be aware of, proven recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers in the vehicle while on duty, engaging in unauthorized transportation of merchandise or goods for personal gain during working hours, possession of firearms on company property or equipment. Although theft of time shall not be cause for immediate discharge, it is recognized as an offense for which severe disciplinary measures may be invoked. When an employee is discharged, the Employer shall notify the Union in writing.

(a) ) Drug Intoxication

The decision of the National Grievance Committee relating to illegal drug induced intoxication is hereby incorporated by reference in this Agreement. Refusal of the employee to participate in the testing procedure provided therein shall constitute a presumption of drug intoxication and shall constitute the basis of discharge without the receipt of a prior warning letter.

(b) Leave of Absence—Alcohol and Drug Use

Refer to Article 35, Section 3 and Section 4 of the ABF NMFA.

(c) The provisions of this Section shall not apply to the probationary employees.

### **Section 3. Appeal from Discharge or Suspension**

A discharged employee must notify his Local Union in writing within two (2) working days of his desire to appeal the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer in writing by the Union within five (5) days from date of discharge or suspension. If the Employer and Union are unable to agree as to a settlement of the case, then it may be appealed to the grievance machinery as set forth in Article 46.

### **Section 4. Separation of Employment**

In accordance with Article 23 of the ABF National Master Freight Agreement, earned vacation time shall be included in such payment.

## **ARTICLE 48. BONDS**

Failure of employees on the Employer's payroll as of the effective date of this Agreement to meet the qualifications for bonding shall not be grounds for dismissal.

## **ARTICLE 49. PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. 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 within twenty-four (24) hours to the employee at the address designated by the employee.

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

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.

Employees shall be paid weekly or bi-weekly in accordance with past practice. 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.

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.

## **ARTICLE 50. JOB DUTIES AND CLASSIFICATIONS**

### **Section 1.**

An employee in one job classification may be used in another job classification only if no work opportunities are lost by men on the seniority list in the job classification to which he is transferred.

#### **(a) Drivers**

A driver is one who drives motorized equipment in the delivery and/or pickup of freight or in the moving of equipment. Drivers may make pickups and/or deliveries of freight to and from the ground, sidewalk, platform, connecting line and/or within the premises of the consignee or shipper.

There shall be no "feeding" of trucks or trailers to drivers at or near pickup and/or delivery places. A driver may be required to stack freight in the body of the truck or trailer and may be required to take freight to the tailgate of the truck or trailer in unloading at the Employer's terminal.

Where drivers and helpers have not previously worked on the platform at the Employer's terminal, the performance of platform work will be subject to mutual agreement between the Local Union and the Employer.

#### **(b) Helpers**

A helper may assist a driver in performing the pickup and/or deliveries the driver is called upon to make. Helpers may be required to load or unload the vehicle at the Employer's terminal.

#### **(c) Platform Men**

Platform men shall move, load and/or unload freight and perform other duties in accordance with past practice.

(d) Checkers' duties shall consist of the checking of freight at the Employer's place of business. Checkers may be required to perform platform men's duties.

(e) Hi-Lo Men

A Hi-Lo man operates a motorized lift truck. He may be required to perform platform men's and/or checking duties as assigned.

(f) Warehousemen

A warehouseman's duties shall consist of the handling of all freight in the warehouse of the Employer, including the loading and unloading of freight.

(g) Classification pertaining to platform work shall be the gang or utility system:

(1) The Gang System. Comprised of checker, stacker, pusher or stripper. Checker to perform no other duty than check.

(2) Utility System. Defined as "one man" gang, who may check, push, stack or strip simultaneously. The Utility System, when used, the man will be paid seven cents (7¢) an hour above the regular platform rate. The utility rate shall also apply to hi-lo men, when performing the above work.

(h) Riggers

Rigging work covered by this Agreement shall be work obtained by the Employer on the basis of the Rigging Tariffs (Heavy Hauling). All employees assigned to rigging work shall be paid the wages shown in Article 51, Section 1 of this Agreement.

(i) All moving of trucks, tractors and trailers in and about the Employer's place of business shall be performed by drivers, in the employ of the Employer, who are governed by this Agreement, except that:



(1) An over-the-road driver shall have the right to back into the terminal platform so that his truck or trailer may be unloaded or reloaded. He shall have a similar right to drive away from the Employer's platform on his return trip over-the-road. He shall not be permitted to drop and/or pickup a trailer or truck at the Employer's terminal unless the terminal is closed, except between the hours of 9 a.m. and 5 p.m. as provided for in Article 50, Section 1(a)(4) of this Supplement.

(2) If, at the time of arrival, due to congestion at the platform, or for other reasons, the road driver does not back his truck into the platform, but leaves it in the yard, street, or nearby lot, then going on about his business, the truck or trailer unit shall be considered as having "come-to-rest."

(3) Once the over-the-road unit has "come-to-rest," in the terminal area, all further moving about of the truck or trailer shall be deemed local work to be performed by a local driver.

(4) Road drivers shall be permitted to drop and/or hook at the Employer's terminal, if the terminal is closed and/or if no qualified employee, covered by this Agreement, is available at the terminal to perform such drop and/or hook and further provided such drop and/or hook by road drivers at open terminals shall be limited to not more than five (5) in any one calendar day between the hours of 9:00 a.m. to 5:00 p.m.

## **Section 2.**

The movement of trailers to and from the Employer's terminal shall be performed by city drivers working under this Agreement.

Nothing in this Agreement shall prevent the Employer from leaving unattended trailers at the place of business of shipper or consignee providing it is not for the purpose of avoiding the following:

1. Dropping of trailer to avoid the paying of a lunch hour.
2. Dropping of trailers to avoid premium day pay.

3. Dropping of trailers where loading or unloading is not performed by regular employees of the Employer at whose place of business the trailer is dropped.

4. Dropping of trailers where it is in conflict with the first paragraph of this Section.

Maintenance of Standards provision shall apply to all past practices and conditions prevailing in each Local Union under this provision.

During the term of this Agreement, the Employer shall not directly, or indirectly, through himself, or itself, or through any other firm, corporation, partnership or other entity, operate, maintain or conduct any establishment or place of business for the purpose of evading, or which actually evades any of the terms of this Agreement.

Any dispute shall be referred to the grievance machinery. Memorandum of Understanding:

This Memorandum of Understanding shall establish the maintenance of standards as it pertains to the spotting of trailers in the New Jersey–New York Supplemental Agreement.

1. There are presently no written maintenance of standards that exist, except as described below.

2. Any future written maintenance of standards must be submitted to the New Jersey–New York Supplemental Negotiating Committee for approval.

3. Spotted trailers left unattended at accounts over holidays and/or weekends that are normally spotted during the workweek shall not be considered a violation of this Agreement.

4. When a customer requests “spotted trailer” service, it is agreed:

A. The Employer will notify the Union.

B. The drop will be a “constant drop”. (This would address the Employer’s problem of competing with “nonunion” carriers in securing the business of shippers demanding such service.)

C. In all other situations a spotted trailer may not be picked up before 6:00 p.m. of the day it was spotted if an employee did not have work opportunity made available to him on the day it was spotted.

### **Section 3.**

When an Employer maintains a terminal or loading dock for the purpose of loading, unloading or sorting, or checking and stripping of freight to be loaded from a “piggy-back,” “fishyback,” “birdie-back,” or other freight container destined to or from another carrier for movement via “piggy-back,” “fishyback,” “birdie-back,” or similar type operations, such loading, unloading and sorting, checking and stripping, shall be considered local work and shall be performed by employees employed under this Agreement. The provisions of this paragraph shall not apply to bona fide operations conducted by a regulated freight forwarder for forwarding via railroad, or other conveyance.

## **ARTICLE 51. WAGES**

### **Section 1.**

The job classifications and wage rates for each Local Union are set forth in Appendix A and by reference hereto made a part of this Agreement. The minimum wage increase across the board shall apply to all present employees in the classifications set forth in Appendix A. New employees and present employees changing classifications shall receive the rate set forth in Appendix A.

All employees covered by this Agreement assigned to night work shall receive one dollar (\$1.00) per day over the wage scale listed above. The one dollar (\$1.00) shall be added to the wage scale in computing overtime and vacation pay.

## **Rigging Work**

Truck drivers and helpers shall receive the same modulated increase as above in their respective classifications. Where a Local Union has an industry-wide Rigging Agreement which has in the past been subject to separate negotiations, the same shall continue to be subject to separate negotiations and the Employers, party hereto, agree to be bound by such negotiations on any rigging work which they perform. The Employers agree to respect and abide by the jurisdictional rules and determinations of the Union concerning rigging work.

### **Section 2.**

No night work shall start before 4:00 p.m.

Except as otherwise provided in Article 52 below, employees who are put to work prior to 12 Noon shall be paid from the 8:00 a.m. start, those who begin work between 12:01 p.m. and 3:59 p.m. shall be paid premium rate until 4:00 p.m. after which they will be paid their regular rate of pay for night work.

### **Section 3.**

Any employee required to appear in court at the request of the Employer or at the summons of the National Labor Relations Board and the New Jersey State Mediation Board or the New York State Labor Relations Board as a result of some action taken on behalf of the Employer shall be paid in full for lost time by the Employer. No payment shall be less than a full day's pay, but the employee shall be available for work if the proceedings do not extend the full day. When an employee is required to appear in court for the purpose of testifying because of an accident he may have been involved in during working hours, such employee shall be reimbursed in full for all time lost unless the employee is proven to have been under the influence of intoxicating liquor or narcotics.

### **Section 4. Bereavement Leave**

In case of a death in an employee's immediate family (i.e., spouse, mother, father, sister, brother, children, mother-in-law, father-in-law,

grandchildren), the Employer shall grant such employee a maximum of four (4) days off with pay for the express purpose of attending services for the deceased. Death certificate or other satisfactory proof of death must be submitted to the Employer. The employee must be on the seniority list for at least six (6) months. Two (2) days shall be guaranteed regardless of day of death or day of funeral, providing the employee loses two (2) days of work opportunity.

## **ARTICLE 52. WORKDAY AND WORKWEEK**

### **Section 1. Regular Workday and Workweek**

(a) Eight (8) consecutive hours, exclusive of a meal period as specified in Article 53 of this Agreement shall constitute a regular day's work, Monday to Friday, inclusive, except as otherwise specifically provided for in this Agreement.

(b) Employees assigned to work each day, Monday to Friday inclusive shall be guaranteed a minimum of eight (8) hours of work or pay, except as otherwise specifically provided for in this Agreement.

(c) Wherever used throughout this Agreement, a "day's pay" or "a regular day's pay" shall be understood to mean pay equivalent to eight (8) hours at the employee's regular straight time hourly rate, according to his wage classification, except as may otherwise be specifically provided in this Agreement.

(d) Platform employees when requested by the Employer, are required to work past the regular quitting time at the overtime rates set forth herein. The Union shall have the right to 12

(e) Workweek of Four (4)—Ten (10) Hour Days Monday through Friday

The Employer shall have the right to bid employees on a four (4) day bid job per week at not less than ten (10) hours per day provided:

(1) Lunch hour for employees on a four (4) day bid job shall be the same as the 7 and 8 a.m. starting time as shown in Article 53, Section 2.

(2) The bid shall consist of a minimum of five (5) employees, unless the Employer and the Local Union mutually agree to a lesser number of employees per bid;

(3) Unless otherwise mutually agreed between the Employer and the Local Union, the first two (2) bid employees shall work four (4) consecutive days within the workweek while the next three (3) bid employees may be required to work four (4) non-consecutive days within the workweek, with not more than one (1) day off between scheduled work days. If more than five (5) employees are needed on the bid then the same system shall be used, i.e. the sixth (6th) and seventh (7th) employees shall work consecutive days in the workweek while the next three (3) may be required to work nonconsecutive days within the workweek, etc.; (4) Employees working under the provisions of this subsection (e) shall be paid ten (10) hours for the holidays described in Article 57, Section 1, at the applicable straight time hourly rate. Notwithstanding the provisions of Article 57, Section 2, any employee covered by this subsection (e) who is not ordered to work on the holiday, shall receive holiday pay provided he worked the scheduled work day before and the scheduled work day following the holiday.

(4) Overtime shall be paid at time and one-half (1 1/2) for all work performed in excess of ten (10) hours per day. Pay for lunch shall be as provided for in Article 52, Section 1(e)(1) above;

(5) When the holiday falls on a regular scheduled workday, the employee shall retain his regular seniority position and shall be paid in accordance with Article 52, Section 2(b) in addition to holiday pay of ten (10) hours. The Employer shall have no obligation to work an employee when the holiday falls on a non-scheduled workday or when an employee fails to report for work on a scheduled workday in a non-holiday week;

(6) The provisions contained in this Supplement with respect to sick days, jury duty and bereavement leave shall apply to all employees working under the provisions of this subsection (e), but said employees shall receive ten (10) hours straight time pay for

any such days with a maximum of forty (40) hours per week and no more than eighty (80) hours total maximum for jury duty;

(7) Health, Welfare and Pension contributions for work performed under this subsection (e) shall be for all straight time hours paid subject to a maximum of forty (40) hours per week, except as otherwise provided for in Schedule B;

(8) All bid jobs under this subsection (e) shall be guaranteed and may not be abolished or reduced unless seven (7) calendar days' notice is posted to such effect prior to the effective date of such abolishment or reduction;

(9) Starting times may be bid at 6, 7, 8 or 9 a.m. or 12 noon. The number of start times in effect today will remain.

Additional starting times may be bid by mutual agreement between the Employer and the Local Union.

(10) The Employer may replace bid employees working under this subsection (e) when they are absent for a full workweek. Such replacement employees shall be worked and paid for under the same provisions as said bid employees. Replacement employees hired on a daily basis shall be paid on an eight (8) hour daily rate.

(11) An employee shall receive one (1) day of vacation eligibility (Article 56, Section 2) and/or one (1) day of vacation entitlement (Article 56, Section 3) for each ten (10) hour day worked under this subsection (e), except that an employee who receives wages for a full four (4) day, ten (10) hour workweek shall receive five (5) days credit for such vacation eligibility and entitlement. An employee shall receive 1.25 days' vacation credit for each ten (10) hour day worked and other entitlements.

## **Section 2. Overtime and Sunday and Holiday Pay**

(a) Overtime—Monday to Friday and Saturdays.

(1) All hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, shall be paid for at the rate of time and one half (1 1/2), except as provided for in subsection (e) of Section 1 above.

Employees who begin work on Saturday shall be paid at the rate of time and one-half the straight time hourly rate until relieved from duty, with a minimum of five (5) hours, twenty (20) minutes work or pay. In operations where employees receive a greater guarantee, Article 6, Maintenance of Standards, shall apply.

#### (b) Sunday and Holiday Pay

(1) All hours worked on Sunday shall be paid for at the rate of double straight time, with a minimum guarantee of eight (8) hours' work or pay. All hours worked in excess of eight (8) hours on a Sunday shall be paid for at the rate of three times the straight time hourly rate.

(2) All hours worked on any of the holidays listed in Article 57 of this Agreement (except such holidays as fall on Saturday) shall be paid for at the rate of time and one-half times the straight time hourly rate, plus holiday pay, with a minimum guarantee of eight (8) hours work or pay, except as otherwise provided in subsection (e) of Section 1 above. All hours worked in excess of eight (8) on any such holiday shall be paid at the rate of three times the straight time hourly rate, except as otherwise provided in subsection (e) of Section 1 above. Senior employees may refuse to work on a holiday, however, all jobs must be covered by junior men on the seniority list.

(3) Employees who are assigned to work on an evening prior to a holiday, and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of that day, and the regular overtime rate shall be paid thereafter until the regular starting time of the next day, at which time the holiday overtime hourly rate shall apply until he completes his work.

(4) Employees assigned to work on a Sunday evening, or the evening of a holiday (except where the holiday falls on Saturday in which case paragraph (5) shall apply) and whose work ends on the



following day, shall be paid at the Sunday or holiday rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours, they shall be paid at the overtime rate applicable for that day. Maintenance of Standards shall apply.

(5) All hours worked on Saturday that is a holiday shall be paid at the rate of time and one-half straight time, plus the holiday pay, with a minimum guarantee of five (5) hours and twenty (20) minutes work or pay. Hours worked in excess of eight (8) on such holiday Saturday shall be paid for at the rate of three (3) times the straight time hourly rate.

### **Section 3. Starting Time**

(a) A regular day's work may be assigned at 6, 7, 8, or 9 a.m. and/or 12 noon starting time to be computed from the time of the employee's arrival at the Employer's terminal until leaving same, (premium days included). Notwithstanding anything contained in this Section, presently existing different starting times may be continued by the Employer.

The number of start times in effect today will remain.

(b) Except as provided in subsection (c) below, if an employee is required to report for work before 6 a.m., he shall be paid for such period at the overtime rate applicable for that day. Where an employee is required to report for work at 9 a.m., or any time thereafter, the starting time shall be as set forth in Section 2 of Article 51 or subsection (c) below, whichever is applicable.

(c) The Employer may bid regular jobs with a 9 a.m. and/or 12 noon starting time. The Employer may not require a regular seniority employee who was not put to work at 8 a.m., to remain for available work at 9 a.m., unless his starting time for the day is from 8 a.m. (provided the employee did not report late). Non-seniority employees may be started and paid from 9 a.m. The Employer shall have the right to designate the available work for the 9 a.m. starting time.

(d) A non-bid seniority employee who starts at 6:00 a.m. on any day after Monday shall finish the week on a 6:00 a.m. start.

(e) Notice of reduction and/or abolishment of the 6 a.m., 9 a.m. or 12 noon starts shall be posted no later than forty-eight (48) hours before the effective date of such abolishment and/or reduction, exclusive of Sunday, Saturday or a holiday.

(f) In the absence of seniority selection of posted bids, the Employer shall have the right to assign qualified employees to the posted bid in the reverse order of seniority. Bid men who are unable to report for their respective starting time must give the Employer sufficient notice under the circumstances so as to allow the Employer a reasonable time to obtain a replacement.

(g) Except as otherwise provided in this Agreement, any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union, except as provided in this Agreement. In the event the Union and the Employer are unable to agree on the change of starting time(s), the issue may be submitted to the grievance procedure.

(h) LATE REPORT: Employees late for assignments shall be placed at the bottom of the seniority list for that day. This applies only to employees on the 8:00 a.m. shape, not to employees on bid starts.

#### **Section 4.**

Each employee shall “punch in” his own time card at the start of the day, and “punch out” his own time card at the completion of the day’s work.

In the event that any employee is ordered to report at, or leave his vehicle at, a different place than his usual starting point, such employee shall be paid transportation expenses. Each employee shall begin and end his workday at his Employer’s place of business to which he is regularly assigned or shall be paid for the time it takes to travel to and/or from such location.

## **Section 5. Relief from Duties**

Once a man has completed a day's work or a night's work, he shall be relieved from duty for a period of at least the statutory time off as per Federal regulations, before he may be given a new assignment except in the case of an Act of God, or in the case of Locals 282 and 807 where the Employer is unable to secure a replacement and the Union is unable to supply a replacement. His right to work the next day or night, however, shall in no way be impaired. He must be put to work and, regardless of whatever time it is he starts after his minimum statutory time off as per Federal regulations except as stated above. However, his time shall be computed from 8:00 a.m., if he works on a day shift and from the time he normally works if he works on the night shift.

## **Section 6. Emergency Conditions:**

When it becomes necessary to cancel bids due to a lack of work caused by an Act of God (weather conditions), or a Federal or State declared emergency in the jurisdiction of the Local Union and/or in areas other than the NJ-NY Supplemental Area that affect the NJ-NY Supplemental Area, the following guidelines shall be adhered to:

1. The period of cancellation shall be between midnight and midnight of the affected day and can be extended. If extended, the Act of God shall be continued through midnight of the next day.
2. All work opportunities shall be afforded in seniority order during the Act of God period.
3. Those employees who have accepted a work opportunity during an Act of God must have a minimum of the statutory time as per Federal regulations off in order to be eligible to work his/her regularly scheduled bid the next day if the Act of God has been terminated.
4. Notification to the affected employee shall be a minimum of two (2) hours.
5. Notification to affected employees will be made by telephone call.

6. The Local Union will be notified by facsimile transmission.
7. When an Act of God has been declared on a scheduled work day before and/or the scheduled work day after a designated holiday, that day or days shall be considered as having met the qualifications for holiday pay. In addition, it is understood that a day of absence caused by an Act of God shall be counted as a day of eligibility towards vacation entitlement.

Any dispute arising from the above shall be subject to the grievance procedure

## **ARTICLE 53. MEAL PERIOD**

### **Section 1. Length**

One (1) hour (sixty (60) minutes) shall constitute the full meal period for all employees provided, however, that the Employer shall have the right to direct the employee to take a one-half (1/2) hour lunch where same is dictated by operational requirements of the customer, and for employees in a platform classification. In such event, overtime starts one-half (1/2) hour earlier. The Local Union and the Employer may agree on the duration of the Meal Period as it pertains to specifying thirty (30) minutes or sixty (60) minutes.

NOTE: The above language will be addressed in a Memo of Understanding.

### **Section 2. Time**

For 7 and 8 a.m. starting times, the lunch hour shall start between the fourth (4th) hour of work, to be completed by the sixth (6th) hour of work; 6 a.m. start shall be same lunch hour as 7 a.m. start; 9 a.m. start shall be same lunch hour as 8 a.m. start; except where a different lunch hour is required by the operational requirements of the customer. On night work the dinner hour shall be taken between the fourth (4th) and completed by the sixth (6th) hour of work. No employee shall take less than one (1) hour for lunch unless mutually agreed upon by the Union and the Employer, or as otherwise provided in this Agreement.

### **Section 3. Work During Meal Period**

Any employee who is ordered to work during any part of his assigned meal period shall be paid for the full meal period at the applicable overtime rate and shall further receive twenty (20) minutes to eat lunch, such twenty (20) minutes being credited as time worked.

### **Section 4.**

When a driver or driver-helper combination is or are taking his or their lunch period, no one will load and/or unload any freight on his or their truck during this period except at the home terminal or House Concern.

### **Section 5. Break Times**

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 54. LEASED OR HIRED EQUIPMENT (OWNER-OPERATORS)**

### **Section 1.**

There shall be no leased or hired equipment during the term of this agreement, except as provided for in Article 29 of the ABF NMFA.

## **ARTICLE 55. TRAVEL TIME AND EXPENSES**

Any employee working under this contract who is required to spend the night away from home shall be paid for all hours he works and shall, in addition, be compensated for all authorized expenses while away from home.

## **ARTICLE 56. VACATIONS**

### **Section 1. Qualifying Period**

The qualifying period for the 2019 vacation shall be April 1, 2018 to March 31, 2019. The qualifying period for the 2020 vacation shall be April 1, 2019 to March 31, 2020. The qualifying vacation period for the 2021 vacation shall be April 1, 2020 to March 31, 2021. The qualifying vacation period for the 2022 vacation shall be April 1, 2021 to March 31, 2022. The qualifying vacation period for the 2023 vacation shall be April 1, 2022 to March 31, 2023.

### **Section 2. Time Credited**

In determining vacation entitlements, all calendar days paid for, including but not limited to paid holidays, and paid vacation days, as set forth below shall be counted as days worked, as well as all days lost by an employee while receiving benefits under Workmen's Compensation, if he otherwise would have had work opportunity with his Employer. In no case, however, shall an employee be entitled to vacation unless he works at least thirty (30) days in the qualifying period, including paid used sick days. If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full week's work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third anniversary by September 30—up to and including five days;

Employees who have celebrated their tenth anniversary by September 30—up to and including ten days;

Employees who have celebrated their fifteenth anniversary by September 30—up to and including twenty days;

Employees who have celebrated their twentieth anniversary by September 30—up to and including twenty-five days.

Employees who have celebrated their thirtieth (30th) anniversary by September 30, 2004—up to and including thirty (30) days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

### **Section 3.**

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees hired on or after April 1, 1982, shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum: First two (2) years of employment, up to a maximum of ten (10) days' vacation for each year. Three years of employment and after, the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30 of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employee (with less than three (3) years' seniority).

All employees with fifteen (15) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional weeks' vacation shall be September 30.

All employees with twenty (20) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional weeks' vacation shall be September 30.

Effective April 1, 2004 all employees with thirty (30) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional weeks' vacation shall be September 30.

Any employee who earns 10 days' vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 5 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1.

Where there is a greater vacation schedule in effect at present than set forth above in this Section, such schedule shall continue.

An additional hour's pay shall be given to each employee for each credited day of vacation earned, up to a maximum:

Effective April 1, 2018, April 1, 2019, April 1, 2020, April 1, 2021 and April 1, 2022

one year –	five hours
two years –	ten hours
ten years –	fifteen hours
fifteen years –	twenty hours
twenty years –	twenty-five hours
thirty years –	thirty hours



The anniversary date determining the years of service shall be September 30.

Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility 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.

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 4. Vacation Pay**

(a) The pay of all employees shall be computed on the basis of wage classification in which the employee was paid for the majority of days during the qualifying period. All wage differentials shall be included in computing vacation pay.

(b) Vacation pay shall be paid in advance at the effective rate of pay prevailing when vacation is taken.

(c) If any of the holidays named in Article 57 of this Agreement occur during an employee's vacation period, he shall have the choice of an extra day's vacation with pay, or an additional day's pay in lieu of the holiday.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

(e) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

## **Section 5. Vacation Period**

(a) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken before or after the regular vacation period by mutual agreement between the Employer and the employee.

(b) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employer's business. Preference as to vacation period shall be given to the senior men.

(c) All vacations earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer.

Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

## **Section 6. Posting of Schedule**

The Employer shall post the vacation schedule no later than April 1st of each year.

# **ARTICLE 57. HOLIDAYS**

## **Section 1. Recognized Holidays**

The following shall be recognized as paid holidays under this Agreement: New Year's Day, Presidents' Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and three (3) personal holidays.

The Employer shall grant three percent (3%) of the workforce to take personal holidays and/or single day vacations on a daily basis unless otherwise mutually agreed to. This will insure a minimum of one (1) employee per day. This is above the vacation compliment. Personal holidays and/or single day vacations shall be granted in

seniority order between April 1st and April 30th, then after, they will be awarded on a first-come, first serve basis.

As it concerns the Veteran's Day holiday, the Employer shall grant five percent (5%) of the workforce to be off utilizing a personal holiday and/or single day vacation in accordance with the above listed rules, unless otherwise mutually agreed to. The single day vacation eligibility shall be governed by the language of Article 56, Section 3 (Vacations).

## **Section 2. Pay if Not Worked**

(a) Any employee covered by this Agreement on the seniority list who was not ordered for work on a holiday shall nevertheless be guaranteed the above holidays provided such employee makes himself available for work on the scheduled work day before and the scheduled work day following the holiday.

(b) Any employee covered by this Agreement who is not on the Employer's seniority list who works three (3) days in any calendar week during which one of the above listed holidays occur, but who was not ordered to work on the holiday shall nevertheless receive one (1) day's pay for the holiday.

(c) These provisions shall also apply if a holiday falls on a Saturday.

If during any holiday week an employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

## **Section 3. Pay if Worked**

All provisions of Article 52, Section 2(b) of this Agreement, with respect to holiday pay shall apply to work performed on any of the recognized holidays.

## **Section 4. Holidays Occurring on Sunday**

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

## **Section 5. Payout of Unused Personal Days**

Personal holidays not used by March 31st of each contract year shall be paid by April 15th at the hourly rate in existence on March 31st.

Seniority employees who have worked less than ninety (90) days in the contract year shall receive unused paid days as follows:

30 days worked 1 day

60 days worked 2 days

90 days or more worked 3 days

## **ARTICLE 58. HEALTH, WELFARE & PENSION**

### **Section 1.**

The Health, Welfare and Pension contributions shall be increased as follows:

#### **(a) Health and Welfare Contribution Increases**

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 required as of March 31, 2018 as determined by the applicable Fund.

Health and Welfare Contribution Increases: Effective August 1, 2018 and each August 1 thereafter during the life of the agreement, the Company shall increase its contribution by the amount determined by the Funds, as being necessary to maintain benefits and/or comply with legally mandated benefit levels, not to exceed an increase of up to \$0.50 per hour (or weekly/monthly equivalent) per year. Once a Fund issues a determination that an increase is reasonably necessary to maintain benefits in a given year, the increase shall become due and owing upon written notice from the Fund to the

Company, provided the combined Health and Welfare increase does not exceed \$0.50 per hour. 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.

The Employer hereby agrees to contribute to the appropriate health, welfare and pension funds for those Local Unions in the Jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73, in accordance with the schedule above as outlined in Schedule "B" attached to this Agreement and by reference made a part thereto.

In the jurisdiction of Local Union 701, the Employer hereby agrees to increase the contributions to the appropriate Local Union health, welfare and pension funds in accordance with the schedule above as outlined in Schedule "B" attached to this Agreement and by reference made a part thereto.

#### (b) Pension Contribution Increases

Pension Funds/Rates: 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 contributions 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.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applica-

ble to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

## **Section 2.**

In the event of a delinquency in payment the Employer agrees to abide by all rules and regulations established by the Trustees of such funds, including but not limited to those requiring the payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquencies, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquencies.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the health and welfare or pension fund or funds created under this contract, or in the filing of the periodic reporting forms with the fund(s), in accordance with the rules and regulations of the Trustees of such funds, or the provisions of this Agreement, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer except where no notice is required in accordance with past practice of such delinquency in health and welfare and pension payments, shall have the right to take such action as they deem necessary, including the right to strike, 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. The present practice in regard to payment of health, welfare and pension from surplus funds for sickness and injury shall be maintained at no less than the present minimum.

## **Section 3.**

Contributions by the Employers into health, welfare, and pension funds for casuals and extra employees shall be continued in accordance with past practice.

## **Section 4.**

There shall be no deductions from equipment rental of owner operators by virtue of the contribution made to the health and welfare

fund and pension fund regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-operator's compensation.

## **Section 5.**

The Employer hereby agrees to permit an authorized representative of the respective Local Union's Fund(s) to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s) then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute.

## **Section 6.**

All contributing Employers must use the reporting forms promulgated by the Trustees of each fund and comply with the instructions of the Trustees in filling out such forms. Such forms must be filed with the fund(s) on a periodic basis required for that Employer by the Trustees, namely monthly, unless a greater reporting period is permitted for the Employer by the Trustees.

Such periodic reporting forms must be filed by the Employer with the fund(s) regardless of whether any contributions are due and owing the fund(s) in the reporting period. In the event that no contributions are due and owing in the reporting period, the Employer shall so state on the form and the reason therefore. An additional copy of the report on forms furnished by the Fund shall be posted by the Employer at the domicile of the employees affected.

## **Section 7.**

The Employer agrees to be bound by the provisions of the Trust Indentures, and Rules and Regulations of the Pension and Welfare Trust Funds to whom contributions are required to be made herein, including such Amendments to same as may be from time to time.

## **Section 8.**

It is agreed by every Employer, every Local Union, and by each and every employee, his or her spouse, beneficiary or dependent, and to be deemed as understood, that only the Boards of Trustees, acting as Boards of Trustees, of the Pension and Welfare Trust Funds providing benefits to the employees hereunder, have any authority to determine matters involving coverage, eligibility, vesting, amounts and types of Pension and Welfare benefits for the employees hereunder, and to make any form of representations or commitments as to such past, present and future coverage, eligibility, vesting, amount, and type of benefits for any employee or group of employees. No representation or commitment not in writing signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officers, agent, representative or employee of any Union or of any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any oral or written representations, or give any form of commitment, which may be relied upon by any employee, his or her spouse, beneficiary or dependent.

It is further agreed upon and understood that no single Trustee or employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments can only be made by the Boards of Trustees acting as Boards of Trustees.

## **Section 9.**

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.

### **Section 10.**

The Joint Committee established pursuant to Article 20, Section 4, of the ABF 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 59. POSTING OF BONDS**

All Local Unions may require the posting of a bond sufficient to cover weekly wages and fringe benefits for those Employers who by financial shortages have created a doubt as to future ability of the Union to collect for its members those conditions provided by the contract. Maintenance of Standards shall prevail for better conditions. Any dispute arising under this paragraph shall be submitted to the grievance procedure.

## **ARTICLE 60. LOSS OR DAMAGE**

Employees are to use utmost care at all times to prevent loss or damage of freight. Where loss or damage of freight occurs through negligence of the employee, he shall be held responsible for same where it is proven that said damage occurred through his negligence or carelessness. Disputes arising over this paragraph shall be referred to the grievance procedure as provided in Article 46 of this Agreement, but pending the outcome of such grievance, the Employer shall not fix the amount of such damage and/or loss nor shall the Employer attempt to deduct from the employee's wages any money for the alleged damage and/or loss. No employee shall be charged for loss or damage to equipment.

## **ARTICLE 61. EXAMINATION & IDENTIFICATION FEES**

### **Section 1.**

(a) Physical, mental or other examinations required by any government body 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 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 the employee exceeds two (2) hours, and in that case, only for those hours in excess of two (2). Examinations are to be taken when required by any Government body unless the employee has suffered serious injury or illness. Employees will not be permitted to take examinations during their working hours unless instructed to do so by the Employer.

(b) The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee have said employee reexamined at his own expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

(c) The Employer shall not require that examinations be taken on Saturdays, Sundays or holidays.

### **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, provided that the cost of such personal identification shall be borne by the Employer.

## **ARTICLE 62. EQUIPMENT**

### **Section 1. Defective Equipment**

#### **(a) Employees Not Required To Operate**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After the equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

#### **(b) Reports**

Employees shall immediately, or at the end of their shifts report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer, and shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

(c) If the Employer requests a regular employee to qualify on equipment requiring a special license or in the event an employee is required to qualify (recognizing in seniority) on such equipment in order to obtain a better job opportunity with his Employer, the Employer shall allow such regular employee the use of the equipment in order to take the examination consistent with the applicable State Motor Vehicle Laws and on the employee's time.

## **Section 2. Uniforms**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer free of charge, at the standard required by the Employer. Terminal yardmen and hostlers shall be provided with rain gear. 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.

## **Section 3. Winter Safety Equipment**

The Employer shall install heaters and defrosters on all trucks and tractors.

# **ARTICLE 63. ACCIDENTS, SAFETY VIOLATIONS, ETC.**

## **Section 1. Accidents**

### **(a) Reports**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such reports shall be made out on company time. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

(b) Costs, Bond, Counsel, etc.

When an employee is required to appear in any court for the purpose of testifying because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This subsection (b) shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours. The Employer shall assume all responsibility for all court costs, legal fees, and bail bond fees for any employee who is involved in any accident or accidents during working hours and shall assume all responsibility for all judgments and awards against an employee who is involved in accidents during working hours, which result through court action against said employee, except as provided above.

## **ARTICLE 64. SANITARY CONDITIONS**

Garages or terminals of the Employers must provide sanitary conditions for employees covered by this Agreement. The Employer must furnish toilet facilities, hot and cold running water, and soap. The Employer agrees to maintain clean restrooms and breakrooms on a regular basis throughout the day. All restrooms and breakrooms facilities shall be maintained and kept in proper working order.

## **ARTICLE 65. INSPECTION OF PAYROLL RECORDS**

An authorized representative of the Union and Committee shall have the right to inspect the Employer's pay records, time cards, health and welfare and pension fund records and/or records of the employees.

## **ARTICLE 66. ROAD OR LONG LINE OPERATIONS**

Employees of the Employer who are engaged in road or long line operations as distinguished from the Local Pick-up and Delivery operations covered by this contract shall be covered by all terms of this Agreement excepting the wage rates and methods of payment. With respect to wage rates and methods of payment, they shall be paid in accordance with the prevailing union contract in the areas into and out of which they operate for Employer, providing, however at no time shall they receive less than the hourly rate provided in this contract for the type work covered by this contract. In regard to Health, Welfare, Pension, Vacations and Holidays, this provision shall not apply where there are established rates for the road operation. Past practices shall prevail and increases be granted accordingly.

## **ARTICLE 67. COMPANY RULES**

The Employer may establish such company rules as he deems necessary or desirable, provided that such rules are not in conflict with the terms and provisions of this Agreement, and further provided that no such company rules shall become effective without written approval of the Local Union. Any controversy between the Employer and the Union concerning the establishment or observance of company rules shall be considered as a grievance and handled in accordance with Article 46 of this Agreement.

## **ARTICLE 68. SUBCONTRACTING**

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations through intentional subterfuge for the purpose of defeating the labor agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below.

Overflow freight is defined as freight that cannot be delivered due to over-capacity, to a subcontractor for delivery, generally on the day

the subcontracting occurs. It is understood as stated below, that all regular employees have been offered work opportunity on the day the subcontracting occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight. Recognizing the significance of this issue, the parties agree to establish a New Jersey/New York Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The New Jersey/New York Supplemental Subcontracting Committee shall be comprised of the union and employer Supplemental Chairmen, or their designees, of the New Jersey/New York Supplemental Negotiating Committee, two (2) union panel members and two (2) employer panel members. This Committee will meet on an expedited, as needed basis, to resolve alleged disputes of this Article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:

- a. Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor.
- b. Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted.
- c. Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

(1) preserving work and job opportunities for the employees covered by this Agreement.

(2) protecting the standards of employment covered by this Agreement; and

(3) recapturing lost job opportunities; all to the maximum extent legally possible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(B) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and conditions of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an



outlying area, that is not being regularly served, pier delivery or garment center.

In order to protect the economic terms and conditions of employment of this Agreement, the respective Union may request from the Employer, within 90 days following ratification of this Agreement, the economic terms and conditions of employment paid by its subcontractors to the NJ/NY Supplemental Subcontracting Committee for review.

## **ARTICLE 69. BREAKBULK OPERATIONS**

### **Section 1. Operations Covered**

(a) The execution of this Agreement on the part of the Employer shall cover all road drivers, switchers, platform men, motor lift truck operators, mechanics, garage employees and such other employees as may be presently or hereafter represented by the Union, engaged in the General Trucking Industry and such work as may be incidental thereto, within the jurisdiction of the Local Union signatory to this Agreement.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to any road driver. The term employee also includes but is not limited to, all employees used in dock work, switching, checking, stacking, loading, unloading, handling, shipping, receiving, assembling and garage work and such other employees as may be presently or hereafter represented by the Union.

(c) This Agreement shall govern all wages, hours and other conditions herein set forth. Conditions not specifically covered herein shall be covered by the applicable methods of dispatch. All work covered by this Agreement shall be performed only by employees covered by this Agreement except as otherwise provided herein.

(d) A breakbulk terminal is defined as a twenty-four (24) hour operation, seven (7) days a week, that breaks and reships freight with the exceptions as outlined in Article 69, Section 3(b).

## **Section 2. Casual and Probationary Employees**

(1) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

(2) A casual employee will be placed in probation after completing one-hundred (100) work days. The probationary employee, after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.

(3) The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. The involved employee must sign this form.

(4) A monthly list of all casual and/or probationary employees used during that month shall be submitted to the Local Unions 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 dates worked.

Any dispute to the above Article shall be referred directly to the New Jersey–New York Supplemental Negotiating Committee.

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have the preference at bidding time to choose their shifts.

## **Section 3.**

(a) Employers who operate a 7-day operation shall be governed by this Section and shall establish a scheduled workweek consisting of any five (5) consecutive 8-hour days or four (4) consecutive 10-hour days out of any 7-day period for seventy-five percent (75%) of the regular work force.

The Union and Employer may agree as to the establishment of the amount of bids involving eight (8) hours and ten (10) hours. Failure of the Local Union and Employer to agree shall be subject to the Grievance Procedure.

(b) Employers who desire to operate less than a seven (7) day operation shall negotiate such operation with the Local Union involved. The provisions of Article 69, Section 12, will apply. All such agreements must be approved by the Joint Area Breakbulk Negotiating Committee. Failure of the Breakbulk Negotiating Committee to approve, the issue will be referred to the New Jersey-New York Supplemental Negotiating Committee. Failure on their part to approve, there will be no other grievance procedure, including arbitration.

#### **Section 4.**

(a) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular employees on the active seniority list to be established on a weekly basis commencing with the start of the workweek. Determination of the number to which the guarantee shall apply is based on the cumulative number beginning work at the start of each of the flexible workweeks. When an employee absents himself for any reason, it shall break the guarantee.

(b) The Employer shall establish three (3) regular starting times for bid purposes. Those starting times shall be 7:00 a.m., 3:00 p.m. and 11:00 p.m.

In addition to the above, there may be an additional three (3) starting times utilized by the Employer; however, he must designate them at the time of the semi-annual bids.

The number of start times in effect today will remain.

#### **Section 5.**

(a) The Employer shall post for bid, on regular starting times, a minimum of seventy-five percent (75%) of the regular positions. Such number to be determined each six (6) months. The bids men-

tioned herein shall be posted every twelve (12) months, except as mutually agreed to in writing. Regular positions that are vacated temporarily or permanently shall be filled as required through assignment from non-bid personnel until the next bid period unless the parties mutually agree to fill such positions, in writing, by a different procedure.

(b) Bids may not be changed under this Agreement unless seven (7) calendar days' notice is given prior to the effective date of such change.

## **Section 6.**

Time and one-half (1 1/2) shall be paid for hours worked in excess of forty (40) hours in the workweek or in excess of eight (8) hours for eight-hour employee in any day. Time and one-half (1 1/2) shall be paid for hours worked in excess of forty (40) hours in the workweek or in excess of ten (10) hours for the 10-hour bid employee in any day. Time and one-half (1 1/2) shall be paid where the 8-hour employee works six (6) consecutive days in the workweek, and double time shall be paid where the 8-hour employee works the seventh (7th) consecutive day in the workweek. Time and one half (1 1/2) shall be paid where the 10-hour employee works five consecutive days in the workweek and double time shall be paid when he works six (6) consecutive days in the workweek. Payment of such overtime rate shall not be duplicated for the same hours worked. Any employee required to replace a 10-hour bid employee may be required to work 10 hours. In the event such employee is worked beyond eight (8) hours he will be guaranteed a minimum of ten (10) hours for the day; all hours in excess of eight (8) hours are at the overtime rate.

Holiday falling outside of the employee's bid workweek will be paid at eight (8) hours. The qualification for said holiday will be as set forth in Article 52, Section 1(e)(4) of the Supplement.

Any dock or jockey employees required to work past the normal quitting time shall be notified two (2) hours prior to the end of their scheduled work shift.

## **Section 7.**

(a) Regular non-bid employees may be worked any five (5) days, Sunday through Saturday (by mutual agreement, in writing, a different standard workweek may be established by the parties), and shall be called to work in relative seniority order. Time and one half (1 1/2) shall be paid where the employee works six (6) consecutive days in the workweek, and double time shall be paid where the employee works seven (7) consecutive days in the workweek.

## **Section 8.**

When a regular bid employee misses a scheduled workday due to a bona fide personal emergency, that day may be made up by that employee if work is available within the employee's scheduled 6-day workweek before the Company calls non-seniority men for that day. The employee desiring to make up that day missed must notify the Company at least twelve (12) hours prior to the start of the work shift.

## **Section 9.**

To be eligible for call-out, an employee will not be available for call for a starting time beginning less than eight (8) hours after the termination of his previous shift (call-out time may be changed through written mutual agreement of the parties).

## **Section 10.**

(a) When it becomes necessary for a temporary layoff due to lack of work caused by an Act of God (weather conditions) or conditions beyond the control of the Employer in areas other than New Jersey-New York Supplemental Area, and in the immediate breakbulk terminal area, temporary layoffs of up to two (2) days must be made by shift with the least senior employee on that shift laid off first. Recall will be made in reverse order.

(b) For reasons other than an Act of God, such as a drastic reduction in the flow of freight from other areas other than the New Jersey-New York Supplemental Area and in the immediate breakbulk

terminal area, temporary layoffs of up to two (2) days must be made by shift with the least senior employee on that shift laid off first.

Recall will be made in reverse order. Any disputes arising from Sections (a) or (b) shall be subject to the grievance procedure at which time the Company shall be required to substantiate the reason for temporary layoff.

### **Section 11.**

When an Employer has satisfied the weekly guarantee, such Employer shall not be obligated to an employee in regard to pay for any overtime or premium pay work.

### **Section 12.**

Where a company sets up a separate and distinct breakbulk operation the following conditions shall apply:

When a company sets up a separate and distinct breakbulk operation and wishes to merge their present city pickup and delivery operation into the breakbulk operation both parties (Local Union and the involved Company) must mutually agree. Failing mutual agreement the dispute shall be submitted to the appropriate grievance committee.

## **ROAD OPERATION**

### **Section 13.**

All road drivers covered by this Agreement shall be paid for all time spent in the services of the Employer. Rates of pay provided for by this Agreement shall be minimums. 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 road driver shall be paid for. Such payment for road drivers' time when not driving shall be the hourly rate.

### **Section 14.**

(a) Road drivers called to work shall be allowed sufficient time, without pay, to get to the garage or terminal. If put to work, the road

driver shall be allowed sufficient time, without pay, to get to the garage or terminal. If put to work, the road driver shall be guaranteed eight (8) hours' pay at the current hourly rate. Where mileage exceeds the eight-hour guarantee, it shall be paid for at the current mileage rates. If not put to work, road drivers shall be guaranteed eight (8) hours at the rate specified in this Agreement.

(b) Compensable layover time shall not be included in the minimum guarantee.

(c) When the applicable mileage rate is less than the minimum eight (8) hours' guaranteed pay, the Employer may assign any additional work available in order to make up the difference between the applicable mileage rate and the eight (8) hour guarantee. If the employee for any reason is unable to accept additional assignment, he then forfeits the eight (8) hour guarantee and shall be paid only the applicable mileage rate. Road drivers assigned additional make-up work shall not be used to replace regular employees. It is further understood that road drivers will not be required to perform work in the yard, on the dock or in the city as a part of the make-up work.

## **Section 15.**

(a) On breakdown or impassable highways, road drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, or time spent with the equipment until he is relieved. All time spent with the equipment on breakdown or impassable highways will be paid for in addition.

When a lay employee is involved in a breakdown, impassable highway or verifiable driving condition, he will be paid as follows—All miles and time spent at the scene, when put to bed and cleared to leave he will be paid actual time in bed or off duty not to exceed eight (8) hours in a twenty-four (24) hour period. Plus, all miles and work performed to his original destination and relieved of duty upon his arrival there and may not be extended.

All other roadmen will be paid as follows, if they are involved in a breakdown or impassable highway, or verifiable driving condition—all miles to and time spent at the scene. They will not qualify

for the 8 in 24 as referred to above. Upon being released from the scene they will be guaranteed an eight (8) hour minimum and may be extended beyond their destination to fulfill the minimum. Should the driver elect upon reaching his home domicile that he does not want to extend to fulfill his minimum, he will only be paid for miles and work performed from the scene of the breakdown or impassable highway. It is further understood that this employee may not be extended into another layover situation. In either situation as described above, if the driver is relieved from the scene and put to bed, he will be furnished clean, comfortable, sanitary lodging plus meals.

## **Section 16.**

In all cases where a road driver is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the road driver shall likewise receive the full rate of pay as specified in this Agreement plus the cost of transportation.

In all cases where an employee is instructed to ride on company or leased equipment, such equipment must have a passenger seat installed in good working order.

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

## **Section 17.**

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 pickup of a solid load at point of origin and one delivery of a solid load at destination shall be allowed. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage agreement which prohibits such pickup and delivery.

It is further agreed that all pickup and/or delivery limitations in this Agreement shall not prohibit a road driver from making pickups and/or deliveries at points enroute and intermediate terminals.



## **Section 18.**

The paid-for miles shall be miles driven by the driver over the routes

designated by the Employer. Should the routes designated by the Employer be changed, new mileage will be determined by the parties. Schedule of routes and mileage to be filed with the Union. The Union shall be notified immediately of any change in operation. In cases of dispute or where official mileage is not given, route shall be logged by both parties and mileage shall be logged from terminal to terminal.

## **Section 19.**

There shall be an agreed-upon method of dispatch negotiated between each Local Union and each Employer, and it shall include a provision for layovers and lodgings to be maintained at present day standards. Failure to reach an agreement regarding either the method of dispatch or the layovers and lodging provision, shall be subject to the grievance machinery.

When a driver is required to layover away from his/her home terminal the Employer is solely responsible and will bear the cost to transport the driver from the employer's terminal to the hotel/motel and back.

Drivers shall be paid all time waiting for transportation to the motel less thirty (30) minutes. However, upon arrival at the motel if there are no rooms available, drivers shall be paid all delay time until they are provided with a room.

## **Lodging Subcommittee**

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New Jersey/New York Negotiating Committee 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 subcommit-

tee shall immediately, upon notification, investigate all grievances filed pertaining to all hotels, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

It is understood and agreed the Lodging language contained in Article 75 (b) of the New Jersey New York Over the Road Supplemental Agreement shall be applicable to Article 69, section 19 of the New Jersey New York General Trucking Supplemental Agreement.

## **Section 20.**

Job bidding shall be done in accordance with seniority. Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have the preference at bidding time to choose their bids that are available.

## **Section 21.**

When a road driver is run around, that driver shall receive all time from the time he was called, up to a maximum of eight (8) hours pay or the trip that he was run around, whichever is the greater.

## **Section 22. Holiday and Vacation Pay for Road Drivers**

### **(a) Road Employees Holiday**

Road drivers who are dispatched on a holiday shall be paid trips at the prevailing rates plus twelve (12) hours pay at the prevailing hourly rate for the holiday only. Road drivers working into or out of any holiday shall be entitled to the holiday pay as described in the National interpretation.

### **(b) Road Employees Vacation**

In order to be eligible for a road vacation a regular seniority employee must have been a road driver for the entire contract year prior to the vacation period. If the regular seniority employee worked any time as an hourly employee during the contract year, then he will be paid an hourly vacation as outlined in Article 56.

A non-seniority (casual) road driver will earn and be paid vacation as outlined in Article 56.

Any employee who earns 10 days' vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1. Road drivers on lay down bids shall be required to take vacation in two (2) day increments where applicable.

#### (1) Qualifying Period

The qualifying period for the 2019 vacation shall be April 1, 2018 to March 31, 2019. The qualifying period for the 2020 vacation shall be April 1, 2019 to March 31, 2020. The qualifying vacation period for the 2021 vacation shall be April 1, 2020 to March 31, 2021. The qualifying vacation period for the 2022 vacation shall be April 1, 2021 to March 31, 2022. The qualifying vacation period for the 2023 vacation shall be April 1, 2022 to March 31, 2023.

#### (2) Time Credited

In determining vacation entitlements, all road tours paid for, including but not limited to paid holidays, and paid vacation days, paid sick days, paid funeral days, and paid jury duty days shall be counted as days worked.

An employee receiving benefits under Workman's Compensation will be credited for lost days if he otherwise would have had work opportunity with his Employer for the vacation qualifying period in which the injury occurred.

In no case, however, shall an employee be entitled to vacation unless he actually works at least thirty (30) road tours in the qualifying period. Once he has worked thirty (30) days then paid sick, paid vacation, paid holiday, paid funeral leave and paid jury duty days are used for eligibility.

If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full week's work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third (3rd) anniversary by September 30th—up to and including five (5) days. Employees who have celebrated their tenth (10th) anniversary by September 30th—up to and including ten (10) days. Employees who have celebrated their fifteenth (15th) anniversary by September 30th—up to and including twenty (20) days.

Employees who have celebrated their twentieth (20th) anniversary by September 30—up to and including twenty-five (25) days. Employees who have celebrated their thirtieth (30th) anniversary by September 30th—up to and including thirty (30) days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

### (3) Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days

175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall earn an hourly vacation on the above schedule up to a maximum of ten (10) days' vacation.

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5 days) vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 10 days). Effective April 1, 2004, employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 15 days).

Time lost due to leave of absence or suspensions is not included for eligibility.

By using September 30th as the determining date in the current year for eligibility this means that employees hired in October, November and December will not be due the additional contractual benefits until the following year. (Employee hired 6/30/63 will be due 2

weeks additional vacation due 20 year employees for his 1983 vacation. Employee hired 11/30/63 will not be due the 2 weeks until his 1984 vacation).

Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility 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.

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.

#### (4) Vacation Pay

(a) Vacations shall be paid on the basis of one-fifty-second (1/52) of gross earnings for the previous contract year (vacation qualifying period) but not less than forty (40) hours at the regular rate of pay.

(5) Employees that earn less than full weeks of vacation will be paid a daily rate based on 1/5 of 1/52 of gross earnings for each day. Example = Employee works 90 days = 3 days' vacation = Paid 3/5 of 1/52 earnings for 3 days' vacation time off.

(a) If, during the contract eligibility period, the employee is off work due to a valid on-the-job injury for a period of one (1) week, layoff for a period of one (1) week or a personal illness supported by verifiable medical evidence for a period of two (2) weeks, the 52 weeks is reduced by the number of work-comp, lay-off or verified personal illness weeks. Any period of on-the-job injury or layoff of less than one (1) week (7 consecutive days) or verified personal illness less than two weeks (14 consecutive days) is not used to make up the one (1) or two (2) week period.

(b) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate in accordance with State/Federal regulations.

(c) Payment for vacation will be on an as taken basis. Each employee is to receive payment only for the number of weeks for which he/she is scheduled to be off work at that time.

#### (6) Vacation Period

(a) If any of the holidays named in Article 54 of this Agreement occur during an employee's vacation period, he shall have the choice of taking an extra day with holiday pay, or being paid the holiday pay for the day in lieu of time off.

(b) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

(c) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken before or after the regular vacation period by mutual agreement between the Employer and the Employee.

(d) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employers business. Preference as to vacation period shall be given to the senior men.

(e) All vacation earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

(f) Time off for the current year cannot be taken prior to April 1st and cannot be held past the following March 31st.

#### (7) Posting of Schedule

The Employer shall post the vacation schedule no later than April 1st of each year.

#### (8) Terminations

Employees that resign or retire are due any unused vacation earned on the previous April 1st and any accrued vacation for the current year based on number of tours worked from April 1st to the time of resignation or retirement.

Discharged employees are subject to the provisions of the National Master Freight Agreement Article 23.

### **Section 23. Paid-For Services**

#### (a) Dropping and Picking Up Trailers—Fuel Time

(1) There shall be an agreed-upon allowance of one-half (1/2) hour fee for the drop and hook of the trailer when performed by the driver.

(2) Drivers shall be paid a maximum of one-half (1/2) hour at the prevailing rate for fueling.

#### (b) Delay Time

(1) Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each dispatch to be negotiated by the parties.

(2) Road drivers are to be paid for actual time spent at each terminal via stop.

(c) When a road driver is dispatched on a double turn and after the completion of the first half and there is no load available, that road driver shall receive no less than the minimum guarantee as specified in this Agreement.



#### (d) Layover Pay

Where a driver is required to layover away from his home terminal, layover pay shall commence following the thirteenth (13th) hour after the end of his run. He/she shall receive layover pay for all time laid over up to eight (8) hours in the first twenty-one (21) hour layover period. This pay shall be in addition to the pay for which he/she is entitled if he/she is put to work at any time within the twenty-one (21) hours after the run ends. The same principal shall apply to each succeeding twenty (20) hour period prior to the twelfth (12th) hour, and layover shall commence after the twelfth (12th) hour. Drivers shall not be compelled to report for work at home or foreign terminal until he has had ten (10) hours off duty time.

#### (e) Meal Allowance

(1) Drivers shall be paid a meal allowance for each four (4) hour period they are on the clock after their first thirteen (13) hours layover and twelve (12) hours respectively.

(2) Notwithstanding the above, drivers shall be paid one (1) meal allowance on all unscheduled layovers.

(3) Meal allowance shall be paid at the rate of \$10.00

### **Section 24. Interpretation Committee**

It is agreed that all matters pertaining to the interpretation of any Section of this Agreement shall be referred to the Interpretation Committee by the Local Union or the Employer. The Interpretation Committee shall be made up of an equal number of Union representatives and Employer representatives who shall be members of the Negotiating Committee. Failure of the Interpretation Committee to agree shall subject the matter to determination by the Region Joint Area Committee.

When a holiday falls on a Sunday, the New Jersey-New York Area Supplemental Negotiating Committee shall determine on what day the holiday will be observed.

## **Section 25.**

Should triple trailer operations become permissible by law, wages and working conditions shall be subject to collective bargaining by the New Jersey–New York Area Supplemental Negotiating Committee before implementation.

## **ARTICLE 70. LOCAL UNION 701 AGREEMENT**

### **I. Maintenance of Standards:**

All conditions of employment contained in the current Local 701 Agreement expiring March 31, 2008 relating to wages, hours of work, fringe benefits and local general working conditions, and all established local past practices providing for better wages, hours and working conditions than those contained in the National Master Freight Agreement and Supplement shall be maintained at not less than the highest standard in effect at the signing of this Agreement. Such better conditions shall prevail notwithstanding the provisions of any other Agreement.

### **II. Eight (8) Hours Guarantee:**

All employees identified herein above shall be guaranteed on any day, eight (8) hours when they report for work, Monday through Friday; Saturdays, Sundays and Holidays included.

### **III. Sunday, Holiday Overtime Rate:**

Employees assigned to work on a Sunday evening or in the evening of a holiday (except where the holiday falls on Saturday, in which case paragraph following shall apply), and whose work ends on the following day, shall be paid at the Sunday or Holiday overtime rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours, they shall be paid at the overtime rate applicable for that day. All hours worked on Saturday that is a holiday shall be paid at the rate of time

and one-half straight time, plus the holiday pay, with a minimum guarantee of eight (8) hours paid at the rate of two and one-half (2-1/2) times the straight times hourly rate. Hours worked in excess of eight (8) on such Holiday Saturday shall be paid at the rate of three times the straight time hourly rate.

#### IV. Fixed Starting Time:

The present starting times for night platform employees and drivers shall be continued during the term of this contract. Such employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time. Any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union. In the event the Union and the Employer are unable to agree on the change of starting time, the issue may be submitted to the grievance procedure.

The number of start times in effect today will remain.

#### V. Vacations:

All employees with fifteen (15) years or more of seniority shall receive four (4) weeks' vacation providing they work at least sixty (60) days during the qualifying period. When the anniversary date of an employee's fifteen years of service falls within the vacation period, he shall not be entitled to the fourth weeks' vacation until after the anniversary date. If the anniversary date falls beyond the vacation period, he shall not be entitled to the benefits of this section until the next vacation period.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have twenty (20) years or more, shall be entitled to five (5) weeks' vacation with pay providing they have worked at least sixty (60) days as required above.

Effective April 1, 2004, all employees who have thirty (30) years or more shall be entitled to six (6) weeks' vacation with pay provided they have worked at least sixty (60) days as required above.

Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility 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.

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.

#### VI. Term of Supplemental 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.

**NEW JERSEY NEW YORK AND 701  
OVER-THE-ROAD  
SUPPLEMENTAL AGREEMENT  
  
COVERING EMPLOYEES OF  
ABF FREIGHT SYSTEM, INC.  
  
FOR THE PERIOD OF  
APRIL 1, 2018 TO JUNE 30, 2023**

In the jurisdiction of the Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

ABF Freight System, Inc. hereinafter referred to as the Employer and Local Union No. \_\_\_\_\_ 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 the Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes part of the National Master Freight Agreement hereinafter referred to as the National Agreement, and the New Jersey-New York Area General Trucking Supplemental Agreement for the period commencing April 1, 2018 and shall prevail over the specific terms of those Agreements only to the extent specifically provided herein.

## **ARTICLE 71. SCOPE OF THE AGREEMENT**

### **Section 1. Operations Covered**

The execution of this Supplemental Agreement (hereinafter referred to as "Agreement") on the part of the employer within, into, and out of the Area and Territory described above.

This Supplemental Agreement is supplement to and becomes a part of the ABF Master Freight Agreement, hereinafter referred as

the “ABF National Master Agreement”, and the ABF New Jersey–New York Area General Trucking Supplemental 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 ABF National Grievance Committee.

A breakbulk terminal may be established upon the mutual agreement of the Employers and the Local Unions as long as such agreements are equal to the standards established by the Joint Area Committee, such standards are to be worked out within ninety (90) days of the signing of the ABF National Master Freight Agreement.

## **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 the highways, street or private road for transportation purposes when use to defeat the purposes of this Agreement.

## **Section 3.**

This contract shall govern all wages, hours and other conditions herein set forth.

## **Section 4.**

In no case however, shall an Employer who moves from this supplemental area into another supplemental area, interline or transfer freight to another carrier to haul back into the area formerly served, unless such carrier maintains the same general wages, hours and conditions of employment as provided for in this supplemental agreement. Exceptions to the foregoing, to be valid, must be set forth in writing executed by the Local Union and the Employer for the specific terminal or terminals involved.

## **ARTICLE 72. SENIORITY**

### **Section 1. Seniority Principal**

(a) Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall have preference to choose their shifts and to work at the job for which the pay is highest at the home terminal, provided such employee is qualified for such work. Seniority does not give an employee the right to choose a specific unit.

(b) Seventy-five (75) work days shall constitute the casual period. An additional twenty-five (25) work days in a ninety (90) calendar day period shall constitute the probationary period. One (1) work day shall be defined as the time that a driver reports for his trip and punches in until he is relieved from duty for the purpose of taking his statutory rest. It is understood that this may be at his home terminal or any foreign terminal or intermediate point.

(c) Hiring of owner-operators shall be subject to Union Shop provisions and shall not interfere with the working privileges of the men on the seniority list.

### **Section 2. Hiring additional Men**

The Employer must notify the Union when new employees are to be hired. The Union shall have the right to send applicants for the job or jobs and the employer agrees to interview such applicants and give the same interview considerations to Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union Applicants or to preclude the Employer from hiring employees from other sources. The Employer reserves the right to finally pass on the qualifications and experience of all applicants for employment. During the probationary period of twenty-five (25) working days in a ninety (90) calendar day period, the employee may be discharged without further recourse; provided, that the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After the probationary period, the employee shall be placed on the regular seniority list. In case of discipline within the probationary period, the Employer shall notify the Local Union in writing.

If employees are hired through an employment agency, the Employer is to pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 41, Section 4, and if the employee is retained through the probationary period, the fee need not be paid until the twenty-sixth (26th) day of employment.

Past practice shall apply to those companies which in the past employed fingerprint test for all new permanent applicants, but shall not apply to individuals with seniority, or casual employees. No other companies shall institute this practice without mutual agreement between the Company and the Union.

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 (12) months at any of that employer's locations within the jurisdiction of the Local Union covering the terminal where he first worked, except in those jurisdictions where the Local Union maintains a hiring hall or referral system, 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 shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

## **Causal Employees**

1. A causal employee is an individual who is not on the regular seniority list and who is not serving a probationary period. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

2. A casual employee will be placed in probation after completing seventy-five (75) work days. The probationary employee after working twenty-five (25) days in a ninety (90) calendar day period shall be placed on the seniority list as of the first day of his probation.



3. The Union and the Employer may agree to adopt a Casual Waiver Form for those employees electing not to attain probationary status. Any new casual waiver forms must be signed by the Company, the employee and the Local Union.

4. A monthly list of all casuals and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) The employees name, address and Social Security Number.

(b) The dates worked.

Any dispute to the above shall be referred to the New Jersey-New York Supplemental Negotiating Committee.

### **Section 3. Loss of Seniority**

(a) Seniority shall be broken only by:

(1) Failure to respond to a notice of recall as specified in Section 4 of this Article.

(2) Unauthorized leave of absence.

(3) Unauthorized failure to report for work for seven (7) consecutive days when work was available.

(b) Any employee who is absent because of proven illness or injury shall maintain his seniority.

### **Section 4. Layoff and Recall**

(a) When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first and when the force is again increased, the men are to be returned to work in the reverse order in which they were laid off.

(b) In the event of a recall, the laid-off employee 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 at such address of the Employer's notice, the employee must notify the Employer by telegram, registered or certified mail of his intent to return to work and must actually report within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within a seven (7) calendar day period. In the event the employee fails to comply with the above provision, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

## **Section 5. Special Applications**

The following general rules shall govern the exercise of seniority rights by the employees of the Employer and the members of the Local Unions affiliated with Joint Councils No. 73 and No. 16 who have similar provisions in their contracts, notwithstanding any provisions in the National Master Freight Agreement or any other agreement, supplement or addenda.

(a) Definition of Seniority:

(1) Company or classification seniority, as used in this Section 5 is defined as the seniority which an employee acquires from his earliest date of hire in the company as a whole either by classification or by overall seniority whichever previously prevailed.

(2) Terminal seniority is defined as the seniority which an employee acquires from his earliest date of hire at a specific branch, terminal, division or operation of the company.

(3) Within the area of this Supplement, when a branch, terminal,

division or operation is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation in whole or in part, an employee employed at the closed or partially closed down branch, terminal, division, or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was

transferred, and to exercise his seniority on a company or classification basis in the affected terminal, branch, division or operation.

When a new branch, terminal, division or operation is opened (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular positions in the new branch, terminal, division or operation in the order of their company or classification seniority, to employees in those branches, terminals, divisions or operations which are affected in whole or in part by the opening of the new branch, terminal, division or operation. This provision is not intended to cover situations where there is a replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, laid-off or extra employees in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full-time positions are not filled in this manner, then the provisions of the above paragraph shall apply.

The transferred employees, shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old branch, terminal, division or operation if it is still in existence and carry with them their seniority at that old branch, terminal, division or operation.

(b) Mergers—acquisitions—purchases, etc.:

When two (2) or more terminals or places of employment of two (2) or more Employers are physically consolidated into a single terminal or place of employment, the following shall be the general rules to govern the seniority placement of the employees covered by this Supplement.

(1) If the consolidation of the terminals or places of employment is the result of a merger of Employer entities, the employees of the respective Employers shall be dovetailed (i.e., placed on the appropriate seniority list or lists in order of the earliest date of hire of each employee with his respective Employer) at the consolidated terminal or place of employment.

(2) If the consolidation of the terminals or places of employment is the result of the purchase, acquisition, acquisition through control, or “buy-out” of one or more Employer entities by another, the employees of the Employer(s) so purchased or acquired, acquired through control, or “bought out” shall be entailed (i.e., placed on the appropriate seniority list or lists behind and below the employees of the Employer so purchasing or acquiring, acquiring through control, or “buying out” the other(s), in the order of their payroll or Company seniority) at the consolidated terminal or place of employment, no matter when said facilities and/or terminals are subsequently merged. Except in cases of unusual circumstances, the seniority date of the employees so entailed shall be established as the date of the filing with the Department of Transportation.

(c) In any case, whether it is a purchase, merger, or acquisition, acquisition through control, etc., the employees involved shall retain their overall seniority for all fringe benefit purposes.

(d) Grievance Machinery:

All disputes or controversy under this Section 5, including (but not limited to) the interpretation or application of provisions of this Section 5, shall be submitted to and be determined by the Joint Area Committee whose decision shall be final and binding on all parties and the employees involved.

(e) Aids to Interpretation and Application of this Section:

The Joint Area Committee shall have the sole and exclusive authority to determine the exact nature of the transaction; i.e., whether actual merger or acquisition or purchase, etc., has taken place or is about to take place. The parties acknowledge that there may be factual situations presented to the Joint Area Committee which may necessitate a deviation from the general rules set forth above, and agree that the Joint Area Committee is authorized and empowered to determine whether the factual situations presented to it require any such deviation and to resolve the matter in such manner as it deems appropriate in a decision final and binding upon the Unions, Employers and employees involved.

### (1) Orders of D.O.T.

Applications for temporary or permanent authority filed with the Department of Transportation, characterizations utilized in or by that Agency or the parties therein, and decisions and orders of that Agency may be considered in determining the nature of a transaction relative to mergers, purchases, acquisitions, acquisitions through control, "buy-outs," and/or other combinations of two or more Employers but are not to be deemed as binding as to the basic nature of the transaction. To the extent that orders or decisions of the Department of Transportation are relied upon by the Joint Area Committee, an order or decision of said Department approving a purchase, acquisition, acquisition through control of capital stock or "buy-out" by one Employer of another or other Employers, conditioned upon a subsequent merger or submission or a plan of merger of the employing entity, shall be deemed a purchase or acquisition within the meaning of Section 5(b)(2) notwithstanding such conditions.

### (2) Interim Decisions

It is recognized that in many cases the Joint Area Committee may be compelled to render interim decisions involving dovetailing and endtailing of employees because of the consolidation of terminals or places of employment occurring before the issuance of decisions and orders involving D.O.T. Permanent Authority which consolidations of terminals occurred based upon D.O.T. temporary authority. It is further recognized that it is often difficult to determine the nature of the transaction at that stage of proceedings before Department of Transportation, and that the nature of such proceedings may change from time to time prior to decisions and orders dealing with permanent authority. Keeping in mind the undesirability of causing instability in the work force, the Joint Area Committee may make such interim decisions as it deems appropriate, just and equitable, under all of the facts and circumstances existing at the time of the hearing before the Committee, and such interim decisions shall be binding upon the Unions, Employers and the employees involved.

(3) The provisions of Section 5 set forth above are intended not to change but to clarify what has been for almost two decades the

general interpretation and application of the provisions dealing with this subject matter in the predecessor agreements to this Supplemental Agreement including decisions of the Joint Area Committee under the predecessor agreements. It is to be noted that a great deal of consideration has been given by the negotiators of and/or the parties to this Supplemental Agreement, to proposals in negotiations seeking the elimination of endtailing, and to the relative merits and fairness to employees of endtailing and dovetailing in situations involving voluntary mergers, purchases, etc. Such proposals have been rejected because of many factors including, but not limited to, the existence of numerous heretofore endtailed employees on many seniority lists arising from predecessor agreements, the unfairness to many employees caused by dovetailing in many situations, and the potential for instability and disruption to employees which could result from any change under this Supplemental Agreement in the distinction between endtailing and dovetailing, after these many years.

## **Section 6. "House Concern"**

Where the Employer acquires or has acquired the work, or trucks of any so-called "House Concern" whose employees are being organized or are already organized, the employees of said concern shall be confined exclusively to the work they performed while in the employ of said concern. Those employees shall hold seniority on the work of said concern as if they were actually employed by said concern, in addition to maintaining a seniority standing on the Employer's seniority list from the day such employees started to work on the Employer's payroll. If, however, there is no work for said employees on the "house Concern's" work, the said employees shall work, in their proper seniority as of the date of hire by the Employer on the Employer's work and shall be governed by the terms of this Agreement. Past practices shall prevail as to when "House Concern" employees may exercise their company earned seniority on jobs other than their "House Concern" job.

## **Section 7. Seniority in Bids**

When regular Bids are established, seniority shall prevail in selection of starting time so the oldest man in seniority shall have the

earliest starting time if he so elects (provided he is qualified). The regular bid shall be for a period of twelve (12) months, except by mutual agreement between the Union and the Employer.

### **Section 8. Call-in Time**

(a) All present call-in times in existence are to be maintained. Any change of call-in times without written consent of the Union shall be subject to the Grievance Machinery.

(b) When drivers are called for work, they shall be given two (2) hours to report to the garage or terminal.

## **ARTICLE 73. PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. 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 within twenty-four (24) hours to the employee at the address designated by the employee.

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

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.

Employees shall be paid weekly or bi-weekly in accordance with past practice. 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.

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.

## **ARTICLE 74. PAID-FOR-TIME**

### **Section 1. General**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time spent shall be computed from the time that the employee is ordered to report for work and registers in and until the time 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. Such payment for drivers' time when not driving shall be the hourly rate.

### **Section 2. Call-in Time**

Drivers called to work shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and register in. Once a turn driver reports to work, he shall be guaranteed eight (8) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not. Once a lay driver reports to work, he shall be guaranteed sixteen (16) hour's pay at the current hourly rate or the trip whichever is greater, whether he is put to work or not.



### **Section 3. Breakdowns or Impassable Highways Including Snow Time**

(a) On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rates for all time spent on all delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such 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-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition. Where an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging plus meals. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

Drivers whose vehicles or trucks get stuck because of snow shall be paid for all time lost or delayed, provided they give satisfactory proof of being stuck to both parties, when such proof is available, except when a driver is stuck and cannot proceed because of the elements and can reach proper shelter, he shall also be paid for the first eight (8) hours of each twenty-four (24) hour period, plus expenses and all monies earned for miles driven and/or work performed until relieved from duty at his destination or other company terminal. If after the first eight (8) hours the driver is ordered to periodically check his equipment, he shall be paid for all such time as required, after the eight (8) hours referred to above.

(b) When a road driver is dispatched on a double turn and after the completion of the first half and there is no load available, the road driver shall receive no less than the minimum guarantee as specified in this Agreement.

### **Section 4. Deadheading**

In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this

Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

### **Section 5. Bob-Tailing**

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

### **Section 6. 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 (1) pickup of a solid load at point of origin and one (1) delivery of a solid load at destination shall be allowed. At no time shall any provisions of this Supplement permitting pickup and delivery supersede the provisions of any local cartage contract which prohibits such pickup and delivery.

It is understood that where the mileage rate is greater than the eight (8) hour guarantee, such mileage rate shall prevail. It is further mutually agreed that where disputes regarding bona fide agreed to runs are made, such disputes shall be referred to the Joint Area Committee for consideration and final decision, with the intent of sustaining and protecting all such established and agreed to runs.

### **Section 7. Runaround**

When a driver is run around, that driver shall receive all time from the time he was called, up to a maximum of eight (8) hours pay or the trip that he was run around, whichever is greater.

## **ARTICLE 75. LAYOVER AND LODGING**

(a) Where a driver is required to layover away from his home terminal, layover pay shall commence following the thirteenth (13th) hour after the end of the run. If the driver is held over after the thirteenth (13th) hour, he shall be guaranteed one (1) hour's pay in any event for layover time. If he is held over more than one (1) hour, he shall receive layover pay for each hour laid over up to eight (8) hours in the first twenty-one (21) hour layover period.

This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-one (21) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-hour (20) period prior to the twelfth (12th) hour, and layover shall commence after the twelfth (12th) hour. In addition to the hourly rate, employees shall receive ten dollars (\$10.00) meal allowance for each four (4) hour period they are on the clock after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at the home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

When employees have been enjoying a layover provision with higher standards, it shall be maintained unless otherwise mutually agreed to.

(b) Lodging

Comfortable sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal and shall be maintained by present day standards. Air conditioned dormitories or air conditioned hotel rooms, if available shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds and draperies or be suitable darkened during daylight hours. Comfortable sanitary lodging shall mean a room with not more than one bed in it and not more than one driver sleeping in the room at the same time, except in dormitories at Company-owned terminals, with janitor service, clean sheets, pillow cases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath and air conditioned rooms.

There shall be no bunk beds or double beds. In addition, dormitories in new terminals must be sound-proofed, and shall not provide for

more than two men in a room. Where an existing dormitory currently provides for two men in a room, such practice shall be continued. In all terminals with dormitories there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Company does not provide drivers with a waiting facility which is adequate under these circumstances it shall be taken up as a grievance.

Room rent of owner-operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rate or above.

No new dormitory at Company-owned terminal shall be permitted unless jointly approved by the Union and the Company. Such dormitory shall not be used unless janitor service, clean sheets, pillow cases, blankets and proper sanitary conditions are provided.

(c) When a driver is required to layover away from his/her home terminal, the Employer is solely responsible, and will bear the cost to transport the driver from the employer's terminal to the hotel/motel and back.

Drivers shall be paid all time waiting for transportation to the motel less thirty (30) minutes. However, upon arrival at the motel if there are no rooms available, drivers shall be paid all delay time until they are provided with a room.

## **Lodging Subcommittee**

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New Jersey/New York Negotiating Committee 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 all hotels, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual agreement of the subcommittee members.

## **ARTICLE 76. DROPPING AND PICKING UP**

(a) Road Drivers who are required to perform a drop and or hook shall be compensated one-quarter (1/4) hour, fifteen (15) minutes, for each trailer.

(b) Drivers shall be paid a minimum of one-half (1/2) hour or actual time at the prevailing rate for fueling stops in route.

(c) Drop Off and Pickup of Freight While Enroute—Any pickups or deliveries to or from a contract or connecting carrier, or a consignee or shipper, shall be paid for at the normal rate per hour.

## **ARTICLE 77. DELAY TIME**

(a) Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty.

Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

(b) Road Drivers shall be compensated for terminal waiting time at the applicable hourly rate of pay for all time after they are ordered to report for work at the Home Terminal, or lay over point, if they are held in excess of thirty (30) minutes.

On the occasions when road drivers do not encounter a delay in excess of thirty (30) minutes at the home terminal, or lay over point, they shall be subject to the free time provision as outlined in Article 77 (a) of New Jersey / New York Over-the-Road Supplemental Agreement.

## **ARTICLE 78. VACATION**

### **Section 1. Qualifying Period**

The qualifying period for vacation of each contract year shall be April 1st to March 31st. Slowtrips or layover trips shall be counted as two trips.

### **Section 2. Time Credited**

In determining vacation entitlements, all tours paid for, including but not limited to paid holidays, paid vacation days, paid sick days, paid funeral days, and paid jury duty days shall be counted as days worked.

An employee receiving benefits under Workman's Compensation will be credited for lost days if he otherwise would have had work opportunity with his Employer for the vacation qualifying period in which the injury occurred.

In no case however shall an employee be entitled to vacation unless he actually works at least thirty (30) road tours in the qualifying period. Once he has worked thirty (30) days then paid sick, paid vacation, paid holiday, paid funeral and paid jury duty days are used for eligibility.

If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full weeks work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third anniversary by September 30—up to and including five days.

Employees who have celebrated their tenth anniversary by September 30—up to and including ten days.

Employees who have celebrated their fifteenth anniversary by September 30—up to and including twenty days.

Employees who have celebrated their twentieth anniversary by September 30—up to and including twenty-five days.

Employees who have celebrated their thirtieth anniversary by September 30—up to and including thirty days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

### **Section 3. Time Earned**

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the above schedule, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third (3rd) anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date to the additional vacation earned, in accordance with the above schedule.

Any employee who earns 10 days' vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1. Road drivers on laydown bids shall be required to take vacation in two (2) day vacations where applicable.

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employer (with less than three (3) years seniority).

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5) days' vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 10 days). Effective April 1, 2004 employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 15 days).

Time lost due to layoff, leave of absence or suspension is not included for eligibility.

Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility 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.

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 4. Vacation Pay**

(a) Vacation shall be paid on the basis of one-fifty-second (1/52) of gross earnings for the previous contract year (vacation qualifying period) but not less than forty (40) hours pay per week.

(b) Employees that earn less than full weeks of vacation will be paid a daily rate based on 1/5 of 1/52 of gross earnings for each day.

(c) If, during the contract eligibility period, the employee is off work due to a valid on-the-job injury for a period of one (1) week, layoff for a period of one (1) week or a personal illness supported by verifiable medical evidence for a period of two (2) weeks, the fifty-two (52) weeks shall be reduced by the number of work comp, layoff or verified personal illness weeks. Any period of on-the-job injury or lay-off of less than one (1) week (7 consecutive days) or verified personal illness less than two weeks (14 consecutive days) shall not be used to make up the one (1) or two (2) week period.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate in accordance with State/Federal regulations.

(e) Payment for vacation will be on an as taken basis. Each employee is to receive payment only for the number of weeks for which she/he is scheduled to be off work at that time.

#### **Section 5. Vacation Period**

(a) If any of the holidays named in Article 79 of this Agreement occur during an employee's vacation period, he shall have the choice of taking an extra day with holiday pay, or being paid the holiday pay for the day in lieu of time off.

(b) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

(c) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken outside of the regular vacation period by mutual agreement between the Employer and the Union.

(d) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employers business. Preference as to vacation period shall be given to the senior men.

(e) All vacation earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

(f) Time off for the current year cannot be taken prior to April 1st and cannot be held past the following March 31st.

## **Section 6. Posting of Schedule**

The Employer shall post the vacation schedule no later than April 1st of each year.

## **Section 7. Terminations**

Employees that resign or retire are due any unused vacation earned on the previous April 1st and any accrued vacation for the current year based on number of tours worked from April 1st to the time of resignation or retirement.

Discharged employees are subject to the provisions of the National Master Freight Agreement Article 23.

## **ARTICLE 79. HOLIDAYS**

### **Section 1. Recognized Holidays**

The following shall be recognized as paid holidays under this Agreement: New Year's Day, Presidents' Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and three (3) personal holidays.

The Employer shall grant three percent (3%) of the workforce to take personal holidays and/or single day vacations on a daily basis unless otherwise mutually agreed to. This will insure a minimum of one (1) employee per day. This is above the vacation compliment. Personal holidays and/or single day vacations shall be granted in seniority order between April 1st and April 30th, then after, they will be awarded on a first-come, first serve basis.

As it concerns the Veteran's Day holiday, the Employer shall grant five percent (5%) of the workforce to be off utilizing a personal holiday and/or single day vacation in accordance with the above listed rules, unless otherwise mutually agreed to. The single day vacation eligibility shall be governed by the language of Article 56, Section 3 (Vacations).

### **Section 2. Pay if Not Worked**

(a) Any employee covered by this Agreement on the seniority list who was not ordered for work on a holiday shall nevertheless be guaranteed the above holidays provided such employee makes himself available for work on the scheduled work day before and the scheduled work day following the holiday.

(b) Any employee covered by this Agreement who is not on the Employer's seniority list who works three (3) days in any calendar week during which one of the above listed holidays occur, but who was not ordered to work on the holiday shall nevertheless receive one (1) day's pay for the holiday.

(c) These provisions shall also apply if a holiday falls on a Saturday. If during any holiday week an employee is unable to work a

day because of federal or state regulations, he shall be credited with one (1) full day.

(d) Where employees of the Employer have been enjoying higher rates of pay or the qualification for eligibility or the holiday requires less trips than prescribed herein, such conditions shall be maintained and the employee shall be entitled to all additional increases.

### **Section 3. Holiday Pay**

Drivers who are dispatched on a holiday or 9:00 p.m. or later on the eve of a holiday shall be paid trips at the prevailing rate plus twelve (12) hours pay at the prevailing hourly rate for the holiday only. However, in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.

### **Section 4. Holiday Occurring on Sunday**

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

## **ARTICLE 80. METHOD OF DISPATCH**

There shall be an agreed upon method of dispatch negotiated between the Local Union and each Employer. Failure to reach an agreement shall be subject to the grievance machinery.

## **ARTICLE 81. TERM OF SUPPLEMENTAL 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.

Note:

All of the provisions of the New Jersey–New York Area General Trucking Supplemental Agreement shall apply to the New Jersey–

New York Over-the-Road Supplement expect for the following Articles: Article 44, Seniority; Article 50, Job Duties and Classifications; Article 51, Wages, Sections 1 and 2; Article 52, Workday and Workweek; Article 53, Meal Period; Article 55, Travel Time and Expenses; Article 56, Vacations; and Article 66, Road or Long Line Operation.

## **SCHEDULE A. SINGLE-MAN OPERATIONS**

### **Section 1.**

The rate of pay per in cents per mile for drivers based on mileage shall be as follows:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
61.1172	61.9922	62.9922	64.1172	65.3672

The following rules and applications apply to doubles operations.

1. Mileage rate when pulling doubles (Twin 28 foot or shorter, Pup Trailers), will be two cents (.02) per mile over the existing mileage rate.
2. The double mileage rate will only apply when the driver is actually pulling doubles.
3. All drops and hooks performed by the driver shall be paid for as specified in Article 76 (a) of this agreement.

It is agreed to that should any Employer commence utilization of a twin 45 or 48 foot trailer operation or a triple (three (3), 28 foot or shorter trailers) operation, the parties will negotiate the terms and conditions of such operation. It is further understood that all other conditions of the Supplemental Agreement remain intact and in full force.

### **Section 2. Hourly Rates**

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$24.6795	\$25.0295	\$25.4295	\$25.8795	\$26.3795

When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates

shall be increased 1/2 cent per mile in the mileage rate and 15 cents in the hourly rate. Such increases are to apply only in driving time. Penalty rates shall apply to all types of ammunition, bombs, bullets, shells, shrapnel, war heads, 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 3.**

The paid-for miles shall be the miles driven by the driver over the routes designated by the Employer. Should the routes designated by the Employer be changed, new mileage will be determined by the parties. Schedule of designated routes and mileage to be filed with the Union. The Union shall be notified immediately of any change in designated routes. In cases of dispute or where official mileage is not given, the route shall be logged jointly by both parties and mileage shall be logged from terminal to terminal.

### **Section 4. Turn-Around**

On all dispatched from point of origin to destination at which the driver takes a statutory rest period, he shall be guaranteed a minimum of eight (8) hours' pay for such run.

On all dispatches from point of origin to destination and return with no statutory rest period at destination, the driver shall be guaranteed a minimum of eight (8) hours' pay per trip.

#### **Entry Rates (New Hires)**

CDL Qualified Employees:

First day: 90% of top rate

1 year: 100% of top rate

## **SCHEDULE B. TWO-MAN OPERATION**

It is understood that the 2013-2018, ABF National Master Freight Agreement contains National Sleeper Cab Operations language (Article 8, Section 8) and that language shall apply to this Supple-

mental Agreement were it is silent and shall supersede this Supplement where a conflict exists.

Any disputes regarding the National Sleeper Cab language shall be filed with the National Sleeper Cab Grievance Committee as specified by the National Master Freight Agreement. Any dispute regarding the language contained in this Supplemental Agreement shall be subject to the grievance machinery contained in this Agreement.

## **Section 1. Mileage Rates of Pay**

The following rate of pay in cents per mile shall prevail for the two-man operation:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
61.1172	61.9922	62.9922	64.1172	65.3672

## **Section 2. Pickup and Delivery and Delay Time**

The rate of pay for pickup and delivery time shall be as follows:

7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
\$24.6795	\$25.0295	\$25.4295	\$25.8795	\$26.3795

Pickup and delivery shall be paid for at the full hourly rate for each man on duty, but shall not apply to the man whose log of the run shows he is on a rest period at the time the pickup or delivery is made. Full allowances for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified in this Agreement shall apply for each man. Both drivers on two-man operations shall receive the same rate of pay when delayed on pickup and delivery, except when backed up into the dock and ready to unload, at which time only the one man on duty shall receive the hourly rate of pay.

There shall be no allowance for time spent in taking fuel and oil enroute between terminals. Flagrant abuse of free time shall constitute a violation of this Section and shall be subject to the grievance machinery of this Agreement.

### **Section 3.**

There shall be no two-man operation on runs less than 500 miles with a 1,000 mile round trip unless otherwise agreed to.

### **Section 4. Sleeper Cab Operations**

Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he had established relay runs or through runs, except to move an unusual or overflow of freight, and in such event drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

### **Section 5.**

The layover provision of this Agreement shall apply at only one (1) away from home terminal and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each man, except as provided for pickup and delivery set forth above. The layover provision of twelve (12) hours is applicable at such away-from-home terminal. Upon the second or subsequent arrival at such away-from-home terminal prior to the home terminal, all time shall be paid for both men, and the layover provision shall not apply.

When on a compensable layover on Sundays and holidays there shall be meal allowance of Ten Five (5) hours thereafter, another meal allowance of Ten Dollars (10.00). Five (5) hours later, a third meal allowance of Ten Dollars (10.00). No more than three (3) meals will be allowed during any 24-hour period. It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8) hours rest period.

### **Section 6.**

Where driver teams are once established it is understood that they are not to be separated unless mutually agreed to by the Company,



the Union, and the driver team involved, except of emergency or reduction in force.

## **Section 7.**

Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report to work between the hours of 7 p.m. and 7 a.m.; and provided further that drivers who are off duty in the home terminal before 5 p.m. on Saturday who are called to work prior to 12 midnight Sunday shall be given not less than six (6) hours' notice when ordered to report for duty. Above schedule can be changed only by mutual agreement between Local Union and Employer. The notification required by this Section shall state an approximate time of departure with a two (2) hour leeway. After having been so notified, one (1) notification to change or cancel the departure time can be given, except where an emergency exists, in which event a notification of the cancellation can be given. After the emergency passes, normal dispatch procedure shall be resumed.

In the event a notified team, not properly canceled, reports as notified and is not dispatched, the drivers shall each receive six (6) hours' call-in time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provisions of the Agreement and shall not be employed as a subterfuge to avoid the intent and purpose of this interpretation. The mentioned six (6) hours' notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board. No driver teams may or shall be separated for the purpose of such trip except in case of illness.

Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours' rest to which trip is offered, shall be required to take the trip, if no other team above it takes the trip.

## **Section 8.**

A sleeper cab is exactly as defined in Article 52, Section 3. During such sleeper cab trip there may be a pick-up or drop of freight and exchange of trailers at one (1) intermediate point outbound, and one

(1) intermediate point of the return trip, provided:

(1) There shall be no runaround or interference with leg, relay or through runs.

(2) There shall be no deliberate runaround payments as subterfuge or running around leg, relay or through runs.

## **Section 9. Vacations**

Each over-the-road driver of sleeper cab equipment shall receive vacation pay at the period mentioned in the vacation provisions of this Agreement as follows:

Vacation pay shall be computed by dividing the employee's earnings of the last contract year by fifty-two (52) to determine one (1) week's earnings and then multiplying by the number of weeks earned vacation.

## **Section 10.**

Only two (2) drivers shall be permitted in the sleeper cab equipment at any one time except in the case of emergency, an Act of God, or where new type equipment is put into operation. In no event, shall a master driver be in the cab in addition to the two (2) regular drivers, for more than three hundred (300) miles or ten (10) hours. And then only if requested by a majority of the regular drivers or by agreement of the team involved.

Entry Rates (New Hires)

CDL Qualified Employees:

First day: 90% of top rate

1 year: 100% of top rate

The term current rate is the applicable hourly and/or mileage rate of pay under this Agreement. The above rates of pay shall not apply to casual employees. The road driver casual rate shall be the same as a regular seniority employee with more than two (2) years' seniority.

**APPENDIX “A”**  
**Job Classifications & Wage Rates**  
**Local 701**

	<b>Eff Date</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Time &amp; One-Half Time</b>	<b>Double Time</b>
Tractor Trailer Drivers	7/1/18	\$24.6795	\$197.44	\$987.18	\$37.0193	\$49.3590
	7/1/19	\$25.0295	\$200.24	\$1,001.18	\$37.5443	\$50.0590
	7/1/20	\$25.4295	\$203.44	\$1,017.18	\$38.1443	\$50.8590
	7/1/21	\$25.8795	\$207.04	\$1,035.18	\$38.8193	\$51.7590
	7/1/22	\$26.3795	\$211.04	\$1,055.18	\$39.5693	\$52.7590
Straight Truck Drivers	7/1/18	\$24.5783	\$196.63	\$983.13	\$36.8675	\$49.1566
	7/1/19	\$24.9283	\$199.43	\$997.13	\$37.3925	\$49.8566
	7/1/20	\$25.3283	\$202.63	\$1,013.13	\$37.9925	\$50.6566
	7/1/21	\$25.7783	\$206.23	\$1,031.13	\$38.6675	\$51.5566
	7/1/22	\$26.2783	\$210.23	\$1,051.13	\$39.4175	\$52.5566
Motorized Lift Truck Operators	7/1/18	\$24.3659	\$194.93	\$974.64	\$36.5489	\$48.7318
	7/1/19	\$24.7159	\$197.73	\$988.64	\$37.0739	\$49.4318
	7/1/20	\$25.1159	\$200.93	\$1,004.64	\$37.6739	\$50.2318
	7/1/21	\$25.5659	\$204.53	\$1,022.64	\$38.3489	\$51.1318
	7/1/22	\$26.0659	\$208.53	\$1,042.64	\$39.0989	\$52.1318
Checkers, Platform Men, Helpers & Warehousemen	7/1/18	\$24.2345	\$193.88	\$969.38	\$36.3518	\$48.4690
	7/1/19	\$24.5845	\$196.68	\$983.38	\$36.8768	\$49.1690
	7/1/20	\$24.9845	\$199.88	\$999.38	\$37.4768	\$49.9690
	7/1/21	\$25.4345	\$203.48	\$1,017.38	\$38.1518	\$50.8690
	7/1/22	\$25.9345	\$207.48	\$1,037.38	\$38.9018	\$51.8690

**Section 1. New Entry Rates**

**CDL Qualified Employees and Mechanics**

First Day: 90% of top rate  
 1 Year: 100% of top rate

**Non-CDL Qualified Employees (Excluding Mechanics)**

First Day: 70% of top rate  
 1 Year: 75% of top rate  
 2 year: 80% of top rate

3 year:	90% of top rate
4 Year:	100% of top rate

The above rates 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.

**CDL Qualified Casuals**

Effective Date	Hourly Paid
7/1/18	\$20.8281
7/1/19	\$21.1256
7/1/20	\$21.4656
7/1/21	\$21.8481
7/1/22	\$22.2731

**SCHEDULE “B”  
LOCAL 701 HEALTH, WELFARE AND  
PENSION FUNDS**

The Employer shall contribute the following amounts periodically as set forth herein, as required by the Rules and Regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701, for the purpose of providing and maintaining welfare benefits heretofore in effect and as hereinafter may be amended from time to time, in accordance with the Trust Agreement regulating said Fund, and for the purpose of providing pension benefits as heretofore in effect or as hereinafter may be amended.

Effective August 1, 2017, the Employer will contribute a total of \$11.920 per hour for every hour paid for, not to exceed forty (40) hours per week per employee covered by this Agreement to the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701. Such funds are to be administered in accordance with the current Health, Welfare and Pension Trust Agreements.

In addition, the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a

week for any employee who is on Workers Compensation for a period of six (6) months.

**Pension Funds/Rates:** 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 contributions 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.

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:  
NEW JERSEY-NEW YORK UNION  
NEGOTIATING COMMITTEE**

Ernie Soehl, Local 701, Chairman

**NEW JERSEY-NEW YORK EMPLOYER  
NEGOTIATING COMMITTEE**

ABF Freight System, Inc.  
Tony Nations, Chairman

**TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE**

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

**ABF FREIGHT SYSTEM, INC.**

David Evans, Chairman

IN WITNESS WHEREOF the undersigned do duly execute The National Master Freight Agreement and Supplemental Agreement (and Riders, if any) set forth herein.

FOR THE UNION

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

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

Title: \_\_\_\_\_

FOR THE COMPANY

(Company) \_\_\_\_\_

Home Office Address:

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

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

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

Title: \_\_\_\_\_  
(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 the 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 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 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.