

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA  
General President

25 Louisiana Avenue, NW  
Washington, DC 20001



KEN HALL  
General Secretary-Treasurer

202.624.6800  
www.teamster.org

## MEMORANDUM

**TO:** **LOCAL UNIONS:** 41, 63, 79, 135, 249, 317, 391, 439, 445, 560, 600, 657, 707, 710, 728, 745, 776, 878, 957, and 988

Tyson Johnson, Int'l Vice President & Director, National Freight Division  
Ernie Soehl, Eastern Region Freight Coordinator - (LU 701)  
Bob Paffenroth, Western Region Freight Coordinator - (LU 63)

**FROM:** Gordon Sweeton, International Vice President & Chairman  
Multi- Region Change of Operations Committee



**DATE:** May 18, 2016

**RE:** **ABF - MR-CO-01-03/2016**

The following is the decision from the ABF Multi-Region Change of Operations MR-CO-01-03/2016, which was heard on Thursday, April 28, 2016 in Phoenix, AZ. The following decision was rendered:

The Motion: Mr. Chairman, I move the Company's proposed change of operations be approved as clarified, modified and stipulated and agreements reached between the parties on the record be a part of this decision with the following provisions:

1. The Company's proposal to post the bids on May 13, 2016 and to close them on May 20<sup>th</sup> and to implement no sooner than June 12<sup>th</sup> is approved. The bidding will be afforded to active and inactive employees at the losing locations, although the Company has indicated at present there are no inactives.
2. The Company's proposed method of bidding, follow the work is approved.
3. Local unions are not permitted to bid more positions by classification under the 8.6 change of operations than they are losing.
4. At those gaining facilities where there are employees on letter of layoff who are senior to employees transferring in, the senior employees may not exercise their seniority to bump the less senior employee unless and until such time as they are recalled by letter of recall or worked back on by the terms of their supplement to fill regular available work opportunities, at which time they shall be dove-tailed on the

active seniority list. After which time positions will be bid consistent with the local union practice or consistent with the applicable supplement. However, in the event of a lay-off, employees will be laid off in seniority order.

5. Qualified employees who are on Long-Term Disability (LTD) at the time of the bid shall be allowed to bid. In the event they are not able to claim their bid on the date of implementation, the position they bid into shall be offered, on a hold down basis, to other eligible employees at the affected losing location. The successful hold-down bidder shall be dovetailed on the applicable seniority list at the facility they bid into until such time as the LTD employee is able to claim his bid, at which time the hold down employee will be afforded the opportunity to either return to the facility he bid out of with full dovetail seniority or remain at the hold-down facility, in which case he will be given a new seniority date as of the date the hold-down began, but shall retain his present bidding and lay off seniority date for vacation purposes. Employees bidding a hold-down position shall not be entitled to any moving or lodging expenses set forth in Article 8, Section 6 of the ABF NMFA unless and until such time as it becomes evident the LTD employee will never return to work, in which case the hold-down bidder will be considered as a successful bidder at the time of the original bid and shall be entitled to all of the provisions of this decision.
6. Employees who have been discharged and whose discharge is pending resolution under the applicable provisions of the ABF NMFA and its Supplemental Agreements shall be afforded the opportunity to bid.
7. In accordance with the specific provisions of Article 8, Section 6 (a) paragraph 4 of the NMFA, pension and health and welfare contributions paid on behalf of a redomiciled employee shall continue to be paid into each of the respective trust such contributions were being paid into prior to the date the employee relocates.
8. Elected or appointed full time union officials, who have the right to return to the Company with their seniority, shall be allowed to bid and if successful must claim their bid at the time they cease to become a full time elected or appointed union official or forfeit their bid.
9. Based on the fact the number of gaining and losing positions is at least equal, there will be no window period. However, the committee shall retain jurisdiction of this decision for a period of one (1) year to resolve any issues relative to the decision.
10. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8, Section 6 (c) of the ABF NMFA.
11. Any road positions that don't fill under this change will be filled in accordance with ABF National Master Freight Agreement and appropriate Supplemental Agreements.
12. Employees bidding into an eastern region location that has a single line seniority list (common road and local cartage seniority list) must remain in the classification they bid into for a period of one (1) year unless the next annual bid at that location occurs at least nine (9) months after the date of implementation.

13. Employees transferring from the jurisdiction of one Supplemental Agreement to that of another Supplement Agreement shall not lose their entitlement to earned vacation in accordance with the Southern Region Letter of Understanding.
14. After hearing the change the Company has withdrawn the Kansas City to Little Rock portion, which is found on page 13. The present operation involving Fayetteville meet and turns will remain in effect.
15. The request by Local 41 for 13 additional jobs to be protected is denied, as well as the request for start time destination bids.

This committee reaffirms the red circle protection is granted by the ABF National Master Freight Agreement of 11/3/13 is reaffirmed at Local 41.

16. If additional drivers are needed due to inaccuracy of the numbers provided in this change by the Company, they will be required to come back to this Committee. Additional work created by business growth at the specific locations will be added in accordance with the Supplemental Agreement.
17. The intent of the proposed change is to protect work between San Antonio, Texas to Dallas, Texas and Houston, Texas to Dallas, Texas for over-the-road work.
18. The request of Local 249 for single line seniority for the road drivers will be referred back to the parties. The request by Local 249 for Monday through Friday bids for the road board is denied.
19. The request of Local 776 to allow road and qualified local cartage drivers to bid on gaining positions is approved because Carlisle, PA domicile is a one line seniority domicile and has an annual crossover bid open to road and qualified local cartage drivers.
20. Unless specifically addressed in this change of operations there shall be no impact on the previous approved change decisions.
21. This decision is rendered under the authority of Article 8, Section 6 of the ABF National Master Freight Agreement and is not intended to be in violation of or modify any of the terms of ABF's National Master Freight Agreement or any of its respective Regional Supplemental Agreements. This decision is based on the specific circumstances at the time of the hearing and shall not create a precedent, and will be subject to legal approval.

Thank you.