

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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MEMORANDUM

TO: **LOCAL UNIONS:** 41, 104, 171, 222, 391, 492, 519, 577, 667, 710, 745, 776, 795 and 878

Michael Hienton, Central Region Freight Coordinator – (LU 407)
John Murphy, Eastern Region Freight Coordinator - (LU 25)
Lendon Grisham, Southern Region Freight Coordinator – (LU 480)
Bob Paffenroth, Western Region Freight Coordinator – (LU 63)

FROM: Ernie Soehl, Chairman
Multi- Region Change of Operations Committee

DATE: January 30, 2019

RE: **ABF Freight - MR-CO-02-11/2018**

The following is the decision from the ABF Freight Multi-Region Change of Operations MR-CO-02-11/2018, which was heard on Thursday, November 29, 2018 in Deerfield Beach, FL. The following decision was rendered:

The Company's proposed change of operations is approved as modified, clarified, and stipulated to on the record by the Company with the following provisions. It should be noted that unless specifically addressed in this change of operations through this committee, present operations, work rules and agreements shall remain in effect. Agreements reached by the Company and the unions at the local level and or on the record are incorporated by reference in this decision and are final and binding. It is also understood, as stated on the record, that employees transferring to gaining locations, as well as active employees at those locations, shall have sufficient work opportunities upon implementation of this change of operations.

- 1) In accordance with the authority under Article 8, Section 6 of the ABF National Master Freight Agreement, the committee has determined that the seniority application in this decision is appropriate under the circumstances. This decision is based on the facts presented and does not create a precedent for future seniority applications.

- 2) Work opportunities in connection with this change of operations shall be handled through a follow-the-work bid. Those positions that do not fill in connection with the follow-the-work bid shall be handled through a pool bid. The Company's proposed posting and bidding time line are approved as follows:
 - A) The Company shall post open positions in connection with this change of operations for a period of at least seven (7) days.
 - B) The Company shall post in connection with the pool bid following the seven (7) day period described above.
 - C) Implementation shall be no sooner than 1/6/19. The follow-the-work and the pool bid shall occur among those employees on the applicable seniority list. At those locations with a single line seniority list, however, all qualified employees shall be allowed to participate in the follow-the-work and the pool bid. The total number of follow-the-work and pool bid opportunities offered at a location shall not exceed the number of positions that location is losing in connection with this change of operations.
- 3) Southern modified shall apply consistent with existing practice.
- 4) Employees bidding in an eastern region location that has a single line seniority list (common road and local cartage list) must remain in their current bidding classification for a period of one (1) year, unless the next annual bid occurs at least nine (9) months following the date of implementation of this change of operations.
- 5) Those employees who currently enjoy Article 29, Section 3 protection shall retain their protection in accordance with the change of operations and the contract.
- 6) In the event employees involved under this decision have a common seniority date and there are not actual date and time punch records available to determine who punched in first, the parties are instructed to agree on a method to resolve the issue.
- 7) In the event there are employees who transfer into a facility where other employees are on layoff, such laid off senior employees may not exercise their seniority unless or until the senior employee is recalled by letter or equivalent method of recall under the terms of the applicable supplemental agreement for regular employment, at which time he shall be dove-tailed into the active seniority list.
- 8) Qualified bidders who are on long-term disability at the time of the bid, if any exist in this change of operations, 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 those classification employees at the affected location who were afforded an opportunity to bid under this change of operations but were not successful

bidders at the time of the original bid. If no such unsuccessful bidders exist, there shall be no hold down opportunities. Any successful hold down bidder shall be dove-tailed on the appropriate seniority list at the location bid into until such time as the ltd employee is able to return to work and claim the bid. At that time, the hold down employee will be afforded the opportunity to either return to his original location with full seniority or remain at the hold down location and be given a new bidding seniority date as of the date the hold down bid commenced, but shall retain his original bidding and seniority date for vacation purposes. Employees bidding a hold down position shall not be entitled to any moving or lodging expenses as set forth in Article 8, Section 6 of the National Master Freight Agreement or as otherwise approved by this decision unless or until such time as it is determined that the LTD employee will never be able to return to work, at which time the hold down employee shall be considered as a successful bidder and at that time the original bidder shall be entitled to all the provisions set forth in this decision.

- 9) Employees who have been discharged and whose discharge is pending resolution under the applicable terms of the National Master Freight Agreement and the applicable supplemental agreement shall be afforded the opportunity to bid.
- 10) In order to bid a position that requires a driver to be triples certified, the driver must either be certified or become certified as soon as possible.
- 11) Employees transferring from the jurisdiction of one supplemental agreement to that of another supplemental agreement shall not lose their entitlement to earn vacation in accordance with the Southern Region Over-the-Road Letter of Understanding, which has been incorporated in previous change of operations. In addition, previously bid or approved vacation shall be honored in connection with this change of operations.
- 12) Health, Welfare and Pension contributions paid on behalf of the employees who relocate under this decision shall continue to be paid into the respective trust such contributions were being paid to immediately prior to the time of the employees' relocation.
- 13) Full-time Teamster Officers, Business Agents and Organizers who have seniority rights to return to employment with the Company, shall be allowed to bid and if successful must claim their bid at the time they cease to be a full-time Officer, Business Agent or Organizer or forfeit their bid.
- 14) Moving and lodging expenses shall be paid in accordance with the provisions of Article 8, Section 6(c) of the National Master Freight Agreement.
- 15) Successful bidders shall be dove-tailed into the appropriate seniority list at the locations they are bidding into.

- 16) There shall be a window period of one (1) year in connection with this change of operations. In addition, the committee retains jurisdiction of this change for a period of one (1) year to resolve any issues relative to this change of operations.
- 17) As clarified by the Company on the record, utility employees will not be assigned to pull triples.
- 18) The request of Local 41 for expedited training for triples is approved, as stated and agreed to by the Company on the record.
- 19) The request of Local 41 to apply its existing dispatch agreement to the Wichita lane is approved, as stated and agreed-to by the Company on the record.
- 20) The request of Local 776 to prevent the transfer of twelve (12) employees from Wytheville, Virginia is denied.

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 that agreement or the applicable supplements.

Thank you.