

## CENTRAL REGION OVER-THE-ROAD MOTOR FREIGHT SUPPLEMENTAL AGREEMENT

For the Period of April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

*covering:*

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Deleted language is ~~struck through~~.

**In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, West Virginia, Denver, Colorado and operations into and to and out of all contiguous territory.**

ABF Freight System, Inc. (Company) hereinafter referred to as the "Employer", and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS AND LOCAL UNION No. \_\_\_\_ affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road Supplement 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 National Grievance Committee.

### ARTICLE 40. SCOPE OF AGREEMENT

#### Section 1. Operations Covered

NO CHANGE

#### Section 2. Employees Covered

NO CHANGE

#### Section 3. City or Local Work

NO CHANGE

#### Section 4. Addenda

NO CHANGE

### ARTICLE 41. PROBATIONARY EMPLOYEES

#### Section 1.

NO CHANGE

#### Section 2.

NO CHANGE

#### Section 3. Transferability

NO CHANGE

### ARTICLE 42. ABSENCE

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

NO CHANGE

**Section 2. Leave of Absence**

NO CHANGE

**Section 3. Alcoholism/Drug Use**

NO CHANGE

**ARTICLE 43.**

**Section 1. Seniority**

NO CHANGE

**Section 2.**

NO CHANGE

**Section 3. Extra Equipment**

NO CHANGE

**Section 4. Retirement**

NO CHANGE

**Section 5. Dispatch Limitations**

NO CHANGE

**Section 6.**

NO CHANGE

**Section 7. Foreign Power Courtesy**

NO CHANGE

**Section 8. Disputes**

NO CHANGE

**Section 9. Triples**

NO CHANGE

**ARTICLE 44. GRIEVANCE MACHINERY  
COMMITTEES**

*See Articles 7 and 8 of the ABF NMFA*

**Section 1. Joint Multi-State Committees**

NO CHANGE

**Section 2. Joint Area Committees**

NO CHANGE

**Section 3. Contiguous Territory**

NO CHANGE

**Section 4. Time Off Committee**

NO CHANGE

**Section 5. Function of Committees**

NO CHANGE

**Section 6. Attendance**

NO CHANGE

**Section 7. Examination of Records**

NO CHANGE

**ARTICLE 45. GRIEVANCE MACHINERY AND  
UNION LIABILITY**

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

**Section 1. General**

NO CHANGE

**Section 2.**

NO CHANGE

**ARTICLE 46. DISCHARGE OR SUSPENSION**

Subject to the provisions of Article 8 of the ABF Master Freight Agreement, the Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee

to the employee, in writing, and a copy of the same to the Local Union and job steward affected, except that, no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven dishonesty or intoxication, which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of intoxication. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty per se, and will require at least one (1) warning notice prior to discharge or suspension. Prior warning notice is not required if the cause of discharge is: drug intoxication as provided in Article 35, Section 3, of the ABF Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; that an employee has intentionally abandoned his equipment; proven sexual harassment; recklessness resulting in serious accident while on duty, carrying of unauthorized passengers; failure to report any accident which the employee is aware of; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carriers Safety Regulations issued by the Department of Transportation; or unprovoked physical assault on a company supervisor while on duty or on company property. Warning letters must be **presented to the employee, emailed to the union and all discipline must be** postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of investigation was issued within such ten (10) day period. Letters of investigation for accidents shall be valid for forty (40) calendar days from the date of the accident.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. The nine (9) month time period shall apply uniformly throughout the Supplemental Area. **All warning letters will be considered as automatically protested.** Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedure outlined herein.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The Committees established by the Supplemental Agreement and the Master Agreement shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 45, Section 1, of this Agreement.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Uniform rules and regulations with respect to disciplinary action may be drafted for each state, but must be approved by the Joint Multi-State Committee for such state and by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid no later than fifteen (15) days from the date of the decision or settlement.

## **ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES**

### **Section 1. Examinations**

NO CHANGE

**Section 2. Identification Fees**

NO CHANGE

**Section 3.**

NO CHANGE

**ARTICLE 48. MEAL PERIOD**

Drivers shall, except by mutual agreement, take at least one (1) continuous hour for meals but not less than thirty (30) minutes nor more than one (1) hour in each ten (10) hour period. No driver shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. A driver shall not, however, take any time off for meals before he has been on duty four (4) hours nor after he has been on duty (6) hours. A meal period shall not be compulsory at terminals where a driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

Further, a driver shall not be compelled to take a meal period at a via point(s); however, when a driver is on a tour of duty that terminates at the point of origin (turnaround run), such driver may be placed off duty for a meal period at the point farthest away from home.

If the driver is on a pre-dispatched tour of duty that terminates at point of origin (turnaround), the ~~one (1) hour~~ **thirty (30) minute** meal period may be taken at any time during such tour of duty at the farthest point.

In those Local Cartage Supplemental locations where road drivers are permitted to drop and hook their own units, they shall not be compelled to take any meal period.

If the driver is on an open dispatch tour of duty that terminates at point of origin (turnaround), the ~~one (1) hour~~ **thirty (30) minute** meal period may be only taken between the fourth (4th) and sixth (6th) hour at the farthest point.

**ARTICLE 49. LODGING**

NO CHANGE

**ARTICLE 50. PAY PERIOD**

NO CHANGE

**ARTICLE 51. PAID-FOR TIME**

**Section 1. General**

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he 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. In case of time claimed being denied by the Company payroll department, the company shall give the driver, upon request, a denial slip stating the reason for such denial within the next payroll period following receipt of the employee's check.

One (1) Steward shall be compensated at the highest applicable hourly rate for all time reasonably spent attending local level meetings/hearings with the Company. Local level meetings/hearings shall be held so as not to interfere with a Steward's regular run of shift.

All time spent for mandatory random drug test of any kind at state scales shall be paid.

The employee shall be paid for all time spent in excess of thirty (30) minutes when stopped for a D. O. T. hazardous material check by state, local or federal authorities for a non-violation.

Drivers who are delayed en route due to vehicular accidents and railroad crossings making the highway impassable or due to roadside DOT inspections shall be

compensated for all time spent in the event the delay is thirty-one (31) minutes or more, however, delays caused by construction zones are considered a hazard of the highway and therefore are not compensable except in extraordinary circumstances which will be subject to the grievance machinery.

Drivers delayed in the process of being cleared by customs at an international port of entry shall be entitled to compensation for actual time incurred in excess of thirty (30) minutes, commencing with the time a customs officer receives a drivers paperwork until such driver is released by customs.

It is mutually understood that all claims set forth herein must have a written verification provided by the driver.

**Drivers can keep the same tractor at all meet and turn points unless operational needs dictate otherwise.**

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

NO CHANGE

## **Section 3. Layovers**

When a driver is required to lay over at the first (1st) destination away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If the driver is held over after the fourteenth (14th) hour, he shall be guaranteed two (2) hours' pay, in any event, for layover time. If he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled, if he is put to work at any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

When a driver is called for dispatch at an away-from-home terminal, and the dispatch for which the driver was pre-called is not available as projected, such driver shall receive actual delay

time in addition to the penalty provided herein when held beyond the fourteenth (14th) hour.

The same provision as described above shall apply at the employee's second (2nd) destination away from home.

At the third (3rd) and subsequent destinations away from home, if the driver is held over after the twelfth (12th) hour, he shall receive layover pay for each hour held over up to eight (8) hours in the first (1st) twenty (20) hours of layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

Employees shall receive a ~~fourteen~~**seventeen** dollar (\$~~44~~**17**.00) meal allowance each time they are held beyond the seventeenth (17th) hour of the first (1st) layover period and after the tenth (10th) hour on subsequent layovers after the first.

When on compensable layover on Sundays and holidays, there shall be a meal allowance of ~~fourteen~~**nineteen** dollars (\$~~44~~**19**.00); five (5) hours thereafter, another meal allowance of ~~fourteen~~**nineteen** dollars (\$~~44~~**19**.00) and five (5) hours later a third (3rd) meal allowance of ~~fourteen~~**nineteen** dollars (\$~~44~~**19**.00). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

A driver shall not be compelled to report to work at the home terminal until he has had ten (10) hours' off-duty time. The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal including, upon the driver's request, a minimum of forty-eight (48) hours off from clock in to clock out time after completing six (6) uninterrupted tours of duty, provided there is no unreasonable delay in the movement of freight.

Unless otherwise mutually agreed to, the extra board dispatch procedures must include a provision which allows a driver to request a maximum of eight (8) additional hours off prior to being called for dispatch when sixteen (16)

hours have elapsed from the time of arrival at the home terminal.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, 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 Agreement.

When employees are knowingly dispatched on runs that cannot be made in allowable D.O.T. hours, they shall be paid for all time spent in waiting on D.O.T. hours. Except where the dispatch rules provide differently, on all dispatches from the home terminal when a driver is forced out on a dispatch with insufficient DOT hours of service to allow for such driver to reach the destination of the dispatch and return without having to lay over to pick up hours, the driver shall be paid all time spent waiting to pick up hours. It is understood, however, that drivers who are dispatched from the home terminal with sufficient hours on a projection basis to reach the destination of a dispatch and are subsequently dispatched to another destination beyond the first and are required to layover to pick up hours will be paid under the layover provisions set forth herein.

When a bid driver cannot complete his/her bid run for reasons caused by the Company (e.g. waiting/delay at Service Center) the bid driver shall be paid bedtime and given an eight (8) hour mini home.

#### **Section 4.**

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed more than ~~eight (8)~~ **ten (10)** 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 delay 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)~~ **ten (10)** 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)~~ **ten (10)** 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. Disputes in respect to application of this provision shall be settled on an incident-by-incident basis between the parties and if not resolved are subject to the grievance procedure.

Where a snowstorm, blizzard or other extreme weather emergency disrupting normal operations occurs, the following principles shall apply:

(a) Any employee who must remain with his unit shall receive pay for all time spent.

(b) Where an employee is housed in a motel/hotel or other suitable accommodations, the impassable highway provisions of the contract shall apply. It is agreed that under emergency conditions, the Employer may put more than one (1) driver to a room.

Where the employee reaches a Red Cross or other emergency shelter such as a fire house, gymnasium, private home, etc., with food available and a cot, mattress or other reasonable sleeping accommodations, the ~~eight (8)~~ **ten (10)** out of twenty-four (24) formula plus meals and lodging shall apply. Any dispute in this regard shall be subject to the grievance procedure.

(c) Where an employee reaches shelter, out of the elements, with food available, but not reasonably comfortable sleeping accommodations, he shall receive up to a maximum of the first fifteen (15) out of every twenty-four (24) hours plus meals. Any dispute shall be subject to the grievance procedure.

#### **Section 5. Deadheading**

NO CHANGE

#### **Section 6. Bobtailing**

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

**ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS**

NO CHANGE

**ARTICLE 53. MINIMUM GUARANTEES**

NO CHANGE

**ARTICLE 54. MILEAGE AND HOURLY RATES**

**Section 1.**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

**Section 2. Mileage Determination**

NO CHANGE

**Section 3.**

**Trainer positions will be posted, and the local union and the Service Center will set up guidelines and qualifications for the trainers. Trainers will be paid \$1.00 per hour above their current hourly wage.**

**ARTICLE 55. PEDDLER RUNS**

**Section 1. Definition**

NO CHANGE

**Section 2. Rate of Pay**

NO CHANGE

**Section 3. Guarantee**

NO CHANGE

**Section 4. New Equipment**

NO CHANGE

**ARTICLE 56. TWO-MAN OPERATION**

**Section 1.**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

**Section 2.**

NO CHANGE

**Section 3.**

NO CHANGE

**Section 4. Sleeper Cab Operation**

NO CHANGE

**Section 5.**

NO CHANGE

**Section 6.**

NO CHANGE

**Section 7.**

NO CHANGE

**Section 8.**

NO CHANGE

**Section 9.**

NO CHANGE

**Section 10.**

NO CHANGE

**Section 11.**

NO CHANGE

**ARTICLE 57. OWNER-OPERATOR**

NO CHANGE

**ARTICLE 58. VACATIONS**

**Section 1.**

NO CHANGE

**Section 2.**

NO CHANGE

**Section 3.**

Except as provided in Article 58, Section 1, with respect to the fourth (4th) and fifth (5th) weeks of vacation, all vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation; except, however, An employee may elect vacation pay in lieu of time off for any and all vacations earned. aAny employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%) shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his second (2<sup>nd</sup>) full year. 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.

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the employer from the employee's check.

**Section 4.**

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of twelve percent (12%) of the total number of the active employees shall be permitted to go on vacation in any one (1) calendar day.

The employer must allow a minimum of twelve percent (12%) of the active employees to be on

vacation each day of the year. Each employee may split ~~two (2)~~ **three (3)** weeks of their earned vacation into a maximum of ~~twelve (12)~~ **eighteen (18)** twenty-four (24) hour segments. The employee must give a minimum of forty-eight (48) hours notice to the Company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he/she will be paid for a full weeks' vacation, except however, if the employee makes a written request at the time of scheduling such one day vacation he/she will be paid for such days with his/her check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above mentioned twelve percent (12%). There will be a maximum of twelve percent (12%) of the active employees allowed off on any day including any alternate day selected by an employee.

**Section 5.**

NO CHANGE

**Section 6.**

NO CHANGE

**Section 7.**

NO CHANGE

**ARTICLE 59. HOLIDAYS**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

**ARTICLE 60. FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and such day after the funeral would otherwise have been a compensable workday for the employee.

The funeral leave provision set forth in this



Agreement shall apply to an extra board driver held in readiness to work.

To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral, **burial, cremation, or other memorial services including but not limited to a later scheduled celebration of life remembrance.** Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty.

The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

In the event of a death of an employee's current Mother-in-law, ~~or~~ Father-in-law, **Grandparent or Grandchild** the employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision.

**ARTICLE 61. HEALTH AND WELFARE BENEFITS**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

***Other modifications:***

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required full weekly contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases. **In the case of an employee whose illness or off-the-job injury triggers the full weekly contribution(s) as described above but does not trigger a full week contribution at the onset of the absence**

**(the employee only works one or two days in the week the illness or off the job injury occurs), if notified of the shortage, the employer will first apply eligible paid time off to meet the three (3) punch requirement and if the employee does not have sufficient paid time off will make a full weekly contribution for the week but shall not exceed the four (4) week period of contributions for the total illness/injury. This does not change the three-punch contribution trigger currently required.**

**ARTICLE 62. PENSIONS**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

**ARTICLE 63.**

**Section 1. Items Covered**

NO CHANGE

**Section 2.**

NO CHANGE

**Section 3.**

NO CHANGE

**Section 4.**

NO CHANGE

**ARTICLE 64. PERISHABLE AND/OR EXEMPT COMMODITIES**

**Section 1.**

NO CHANGE

**Section 2.**

NO CHANGE

**ARTICLE 65. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS**

NO CHANGE

**ARTICLE 66. SICK LEAVE**

**\*SEE NATIONAL ECONOMIC SETTLEMENT\***

**ARTICLE 67. AIR CONDITIONING**

NO CHANGE

**ARTICLE 68. WORKER’S COMPENSATION**

NO CHANGE

**ARTICLE 69. PROTECTION OF CHICAGO  
AREA OVER-THE-ROAD AND LOCAL  
CARTAGE TERMS AND CONDITIONS AND  
LOCAL WORK RULES**

NO CHANGE

**ARTICLE 70. TERMINATION CLAUSE**

NO CHANGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of April ~~2018~~, to be effective as of April ~~1~~, 2018 **July 1, 2023**, except as agreed otherwise by the parties.

**FREIGHT DIVISION  
CENTRAL REGION OF TEAMSTERS  
OVER-THE-ROAD NEGOTIATING  
COMMITTEE**

- Bill Wedebrand, Chairman**
- Charles A. Jones**
- Danny Avelyn**
- Chris Richter**
- Greg Foster**
- Jason Streit**
- Kent McCord**
- Larry Tinker**

- Mark Morell**
- Mike Cales**
- Mike Halvorson**
- Phil Reams**
- Ralph “Sam” Cook**
- Robert Precht**
- Robert R. Warnock, III**
- Wendel Green, Jr.**
- Michael Hinton, Chairman
- Jon Flinn, LU 41
- Mark Morell, LU 957
- Tony Jones, LU 413
- Chris Richter, LU 179
- Bill Wedebrand, LU 120

**ABF NEGOTIATING COMMITTEE  
CENTRAL STATES AREA  
OVER-THE-ROAD NEGOTIATING  
COMMITTEE**

- Tony Nations, Chairman**
- Matt Wolff**
- Steve Dusko**

- David Evans, Chairman
- Rick Porter
- Tony Nations
- Steve Dusko
- Matt Wolff