

CENTRAL REGION LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

For the Period of ~~April 1, 2018~~ July 1, 2023 through ~~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.

PREAMBLE

The ABF Freight Systems, 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 Supplemental Agreement

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the "ABF Master Agreement" for the period commencing ~~April 1, 2018~~ July 1, 2023, which ABF 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

NO CHANGE

ARTICLE 41. PROBATIONARY EMPLOYEES

Section 1. Probationary Employees

NO CHANGE

Section 2. Casual Employees

NO CHANGE

Section 3. Union Membership

NO CHANGE

Section 4. Employment Agency Fees

NO CHANGE

Section 5. Work Assignments

NO CHANGE

Section 6.

NO CHANGE

Section 7. 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

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Section 4.
NO CHANGE

ARTICLE 43. SENIORITY

Section 1. Seniority
NO CHANGE

Section 2. Equipment Purchase
NO CHANGE

Section 3. Posting
NO CHANGE

Section 4. Controversies
NO CHANGE

Section 5. Retirement
NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

See Articles 7 and 8 of the ABF NMFA

Section 1. Multi-State Committee
NO CHANGE

Section 2. Regional Joint Area Committee
NO CHANGE

Section 3. Function of Committees
NO CHANGE

Section 4. Attendance
NO CHANGE

Section 5. Examination of Records
NO CHANGE

Section 6. Road and City Interpretation
NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

See 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 drunkenness which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of drunkenness. 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 suspension or discharge. Prior warning notice is not required if the cause of discharge is drug intoxication as provided in Article 35, Section 3(a), of the ABF Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; recklessness resulting in a serious accident while on duty; carrying of unauthorized passengers; failure to report any accident of which the employee is aware; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carrier Safety Regulations issued by the Department of Transportation; unprovoked physical assault on a company supervisor 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; sexual Harassment – ability of employer to take employee out of service immediately for proven sexual harassment.

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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 for an accident. Letters of investigation 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. **Warning letters will be considered as automatically protested.** The nine (9) month time period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures 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 ABF 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 (30) days from 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. 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 (15) fifteen 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

NO CHANGE

ARTICLE 49. PAY PERIOD

NO CHANGE

ARTICLE 50. PAID-FOR TIME

Section 1. General
NO CHANGE

Section 2. Call-in Time
NO CHANGE

ARTICLE 51. VACATION

Section 1.
NO CHANGE

Section 2.
NO CHANGE

Section 3.
An employee may elect to accept ~~All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation~~ **time off for any and all vacation earned.** ~~except, however, a~~ Any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%),

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shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. ~~If mutually agreed to between the employee and employer, the employee will have the option to receive compensation for any earned vacation he is eligible for over three (3) weeks.~~

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.
NO CHANGE

Section 5.
NO CHANGE

Section 6.
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 ~~ten (10)~~ **fifteen (15)** calendar days. 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 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 will be paid for such days with his 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.

Full week vacations have preference over single day vacations during the sign-up period agreed to by each Local Union. Any changes granted after

the sign-up period will be on a first come, first serve basis.

Section 7.
NO CHANGE

Section 8.
NO CHANGE

ARTICLE 52. HOLIDAYS

Section 1.
SEE NATIONAL ECONOMIC SETTLEMENT

Section 2.
NO CHANGE

Section 3.
NO CHANGE

Section 4.
NO CHANGE

Section 5.
NO CHANGE

ARTICLE 53. 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.

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 or Grandparent and 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 54. 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 55. PENSIONS

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

ARTICLE 56. LEASED EQUIPMENT

Section 1.
NO CHANGE

Section 2.
NO CHANGE

Section 3.
NO CHANGE

Section 4.
NO CHANGE

ARTICLE 57. SEPARATION OF EMPLOYMENT

ARTICLE 58. SANITARY CONDITIONS

NO CHANGE

ARTICLE 59. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS

NO CHANGE

ARTICLE 60. WAGES

Section 1.
****SEE NATIONAL ECONOMIC SETTLEMENT****

Section 2.
NO CHANGE

Section 3.
NO CHANGE

Section 4.

Trainer positions will be posted, and the local union and 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 61. WORKDAY AND WORKWEEK

Section 1.
NO CHANGE

Section 2.
NO CHANGE

Section 3.
NO CHANGE

Section 4. Work in Other Classifications
NO CHANGE

Section 5.
NO CHANGE

Section 6. Flexible Workweek
NO CHANGE

ARTICLE 62. SICK LEAVE

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 63. WORKER'S COMPENSATION

NO CHANGE

**ARTICLE 64. PROTECTION OF CHICAGO
AREA OVER-THE-ROAD AND LOCAL
CARTAGE TERMS AND CONDITIONS AND
LOCAL WORK RULES**

NO CHANGE

ARTICLE 65. TERMINATION CLAUSE

NO CHANGE

**APPENDIX A
MEMORANDUM OF UNDERSTANDING
PER CENTRAL STATES APPLICATION OF
CASUALS**

(ARTICLE 3)

NO CHANGE

**MEMORANDUM OF UNDERSTANDING
CENTRAL REGION LOCAL CARTAGE
SUPPLMENTAL AGREEMENT**

(Article 40. Scope of Agreement)

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
LOCAL CARTAGE 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
LOCAL CARTAGE NEGOTIATING
COMMITTEE**

Tony Nations Chairman

Matt Wolff

Steve Dusko

~~David Evans, Chairman~~

~~Rick Porter~~

~~Tony Nations~~

~~Steve Dusko~~

~~Matt Wolff~~