

JOINT COUNCIL NO. 40 FREIGHT COUNCIL SUPPLEMENTAL AGREEMENT

For the Period: ~~April 1, 2018~~ July 1, 2023 to June 30, ~~2023~~ 2028

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~~.

Embracing the Jurisdiction of Local Unions 30, 110, 249, 261, 397, 491, 538 and 585

PREAMBLE

ABF Freight System, Inc. its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 491, 538 and 585 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 National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing ~~April 1, 2018~~ July 1, 2023, 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

A. 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 highway, 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, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

- B. **NO CHANGE**
- C. **NO CHANGE**

Section 3. City or Local Work

NO CHANGE

ARTICLE 41. UNION SHOP AND DUES

Section 1. **NO CHANGE**

Section 2.

- A. **NO CHANGE**
- B. New Entry Rates

Effective ~~April 1, 2018~~ TBD, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

Non CDL Qualified:

NO CHANGE

Section 3. Definitions

NO CHANGE

ARTICLE 42. ABSENCE

NO CHANGE

ARTICLE 43. SENIORITY

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY

NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Refer to ABF NMFA Articles 7 & 8 Section 1. **NO CHANGE**

(a) **NO CHANGE**

~~(b) Failing to agree, the Shop Steward shall report the matter to the Local Union which shall submit it on Western Pennsylvania Joint Area Committee provided forms completely filled out, i.e., Article violated, details of grievance, adjustment request, etc. to the Employer and attempt to adjust the same with Employer within five (5) days.~~

(c) **NO CHANGE**

(d) **NO CHANGE**

(e) **NO CHANGE**

(f) **NO CHANGE**

(g) **NO CHANGE**

(h) **NO CHANGE**

(i) **NO CHANGE**

Section 2.

NO CHANGE

A. NO CHANGE

B. NO CHANGE

ARTICLE 46. DISCHARGE AND SUSPENSION

NO CHANGE

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 48. HEALTH AND WELFARE

***SEE ECONOMIC SETTLEMENT**

***PARTIES TO AGREE TO HEALTH AND WELFARE, 401K CONTRIBUTION PENSION AMOUNTS**

ARTICLE 49. PENSION PLAN

***SEE ECONOMIC SETTLEMENT**

***PARTIES TO AGREE TO HEALTH AND WELFARE, 401K CONTRIBUTION PENSION AMOUNTS**

ARTICLE 50. BEREAVEMENT -LEAVE DEATH IN FAMILY

~~In the event of a death of a member of the employee's family and the employee attends the funeral, the employee shall be allowed a reasonable time off between the day of death and the day of the service, not to exceed three (3) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work. Members of the employee's family mean husband, wife, child, parent, foster parent, brother and sister.~~

~~In the event of a death of the employee's mother-in-law or father-in-law and the employee attends the funeral the employee shall be allowed a reasonable time off between the day of death and funeral day, not to exceed two (2) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work.~~

~~In the event of a death of the employee's grandparent or grandchild, and the employee attends the funeral, the employee shall be allowed time off, not to exceed one (1) day and shall be reimbursed eight (8) times the straight time hourly rate for the day~~

~~lost from work.~~

In the event of a death of a member of the employee's family, the employee shall be allowed a reasonable time off, not to exceed three (3) days, to use all or any of the allotted bereavement pay during the week of the death or the week following the death of the family member. The employee shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work. Members of the employee's family mean husband, wife, child, parent, foster parent, brother, sister, mother-in-law, father-in-law, employee's grandparent or grandchild,

ARTICLE 51. COMPETITIVE EQUITY

NO CHANGE

ARTICLE 52. SICK LEAVE

***SEE ECONOMIC SETTLEMENT**

ARTICLE 53. LOCAL CARTAGE PROVISIONS

Section 1. Pay Period

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee, except where a different pay program has been established or approved by the Joint Area Committee.

~~Payment of earned vacation and unused sick leave shall be made on separate checks and not included in the regular earnings check and shall be subject to direct deposit.~~

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Direct deposit is mandatory for employees hired after 4/1/03. Employees hired prior to 4/1/03 shall have the option for participation in direct deposit.

This Section shall also be subject to Article 17.

Section 2. Meal Period

NO CHANGE

Section 3. Sundays and Holiday Work

A. Sundays

NO CHANGE

B. Holidays

***SEE ECONOMIC SETTLEMENT**

a. **NO CHANGE**

b. If the Company desires to work, those individuals electing to work and qualified for the holiday may take any other day off in lieu of the holiday, any day of their choice between the holiday and the end of the current contract year, ~~TBD March 31. Should Good Friday fall immediately preceding the end of the contract year, March 31, then September 1 will be substituted.~~

c. **NO CHANGE**

(2) **NO CHANGE**

(3) Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at **two (2) times the the time and one half (1 1/2)** hourly rate in addition to receiving his holiday pay, and shall be guaranteed a minimum of eight (8) hours work, for those holidays other than Veteran's Day and Good Friday.

(4) **NO CHANGE**

(5) **NO CHANGE**

(6) **NO CHANGE**

(7) Employees shall be permitted to float their birthday with no exceptions to the day it falls on. The birthday may be floated for one (1) year from earning. The day chosen will be subject to approval.

Section 4. Vacations

A. Vacation time for employees with over sixty (60) days' employment on June 1st, but less than one (1) years' service, shall be pro-rated for this period of employment.

(1) Each employee with a record of continuous employment for one year or more but less than two (2) years shall receive one (1) weeks' vacation with pay. When earned vacation results in pro-rated hours of thirty-six (36) hours or less, the hours earned will result in the number of days off as detailed below:

- Earned nine (9) hours or less = one (1) vacation day to be used.
- Earned more than nine (9) but less than or equal to eighteen (18) hours = two (2) vacation days to be used.
- Earned more than eighteen (18) but less or equal to twenty-seven (27) hours = three (3) vacation days to be used.
- Earned thirty (36) hours or less = four (4) vacation days to be used

regardless of hours earned, employees shall have the option to take a full week (5 days) of vacation with the amount of earned hours paid and the remaining hours to be taken as unpaid. The employee also has the option to take the days required based on their hours earned but work the remainder of the week.

Example 1: Employee earns a pro-rated vacation of twenty (20) hours:

- The employee must take 3 days of vacation and will receive 20 hours paid and 7 hours unpaid.
- The employee elects to take a full week (5 days) of vacation with the remaining 2 days of the week as unpaid days.

Example 2: Employee earns a pro-rated vacation of twenty (20) hours:

- The employee takes 3 days of vacation and will receive 20 hours paid and 7 hours unpaid.

- The employee elects to return to work the remaining 2 days of the week.

(2) **NO CHANGE**

(3) **NO CHANGE**

(4) **NO CHANGE**

(5) **NO CHANGE**

(6) **NO CHANGE**

(7) **NO CHANGE**

(8) Employees entitled to three (3) or more weeks' vacation in accordance to the Agreement will be permitted to split one (1) two (2) weeks of said vacation into a maximum of five (5) ten (10) calendar days. When the employee elects to utilize this option he will be paid according to the number of days taken, provided the vacation day complies with the maximum percentage of employees permitted off.

~~(9) Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation 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.~~

~~(10) 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~~

B. **NO CHANGE**

C. **NO CHANGE**

D. **NO CHANGE**

E. Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees.

Employees who are absent more than sixty (60) workdays for the reasons stated herein or thirty (30)

work days if work was offered and refused except for proven illness shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st. Vacations shall be pro-rated as the same basis as described in Article 53, Section 4, paragraph (A)

F. **NO CHANGE**

G. **NO CHANGE**

H. **NO CHANGE**

I. **NO CHANGE**

Section 5. Protective Apparel

NO CHANGE

Section 6. General Conditions

A. **NO CHANGE**

B. **NO CHANGE**

C. **NO CHANGE**

D. **NO CHANGE**

E. **NO CHANGE**

F. **NO CHANGE**

G. ~~The trucking industry within the jurisdiction of Joint Council 40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of those Local Unions but who are not regular employees of companies covered by this Agreement.~~

The employer agrees to review and give consideration to any applicant who obtains CDL certification from an authorized training program sponsored by the Local Unions covered by the jurisdiction of this agreement. The Employer reserves the right to authorize the training program based upon the curriculum and program standards.

H. **NO CHANGE**

I. **NO CHANGE**

J. **NO CHANGE**

Section 7. Paid for Time

A. General

NO CHANGE

B. Call-In Time

Employees shall be given eight (8) hours of uninterrupted rest period. Employees called to work shall be allowed sufficient time, not to exceed two (2) hours, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for all the work available which shall be designated the night before. When the Company finds it has additional work, the Company is required to call regular employees in seniority order for that work and must allow employees so called two (2) hours to report to work. If called and not put to work, employees shall be guaranteed eight (8) hours' pay at the rate specified in this Agreement for their classification of work. If employee is put to work they shall be guaranteed a minimum of eight (8) hours' pay.

Employees calling off from a scheduled workday, shift or assignment must call off at least two (2) hours prior to the beginning of their assigned shift start.

C. Make Up Day

NO CHANGE

Section 8. Leased Equipment

~~A. For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by the Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.~~

~~B. In the event the Company leases equipment~~

from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

~~G. The Employer expressly reserves the right to control the manner, means and details of and by which, the owner-operator performs their services, as well as the ends to be accomplished.~~

~~D. This Section applies only to city employees owning and operating their own equipment.~~

~~E. This Section shall be subject to the MOU regarding purchased transportation.~~

Section 9 8. Wages and Hours

A. Wages

***SEE ECONOMIC SETTLEMENT**

B. Hours and Guarantee

(1) **NO CHANGE**

(2) **NO CHANGE**

(3) **NO CHANGE**

(4) **NO CHANGE**

(5) **NO CHANGE**

(6) When City Freight employees are on trips and have to stay off duty overnight, they shall be furnished satisfactory lodging and ~~ten dollars \$10.00~~ **twenty dollars \$20.00** for meals.

(7) **NO CHANGE**

(8) **NO CHANGE**

~~(9) In the event the Companies under the jurisdiction of the Local Union party hereto, should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union, or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.~~

C. 7-Day Operations

NO CHANGE

ARTICLE 54. OVER-THE-ROAD PROVISIONS

Section 1. Pickup and Delivery Limitation

NO CHANGE

Section 2. Pay Period

A. **NO CHANGE**

~~B. Payment of earned vacation and unused sick leave shall be made on separate checks and not included in the regular earnings check and shall be subject to direct deposit.~~

C. **NO CHANGE**

D. **NO CHANGE**

Section 3. Definitions

NO CHANGE

Section 4. Protective Apparel

NO CHANGE

Section 5. General Conditions

A. **NO CHANGE**

B. **NO CHANGE**

C. **NO CHANGE**

D. **NO CHANGE**

E. **NO CHANGE**

F. **NO CHANGE**

~~G. The trucking industry within the jurisdiction of Joint Council 40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of these Local Unions but who are not regular employees of companies covered by this Agreement.~~

The employer agrees to review and give consideration to any applicant who obtains CDL certification from an authorized training program sponsored by the Local Unions covered by the jurisdiction of this agreement. The Employer reserves the right to authorize the training

program based upon the curriculum and program standards.

H. **NO CHANGE**

I. **NO CHANGE**

J. **NO CHANGE**

~~K. Tractors added to the road fleet and assigned to road operations on a regular basis, whether newly manufactured or not newly manufactured, shall be air conditioned. Tractors now in service which are not air conditioned shall be retrofitted by 4/1/88, except that any carrier who will be unable to comply with the retro-fit provision by the indicated date may request the period of time for compliance be extended by the National Grievance Committee.~~

~~Such requests are to be filed with the appropriate Regional Joint Area Committee stating the reason for the inability to comply and the projected date for compliance with this provision.~~

~~The Regional Joint Area Committee may, upon application of either the Employer or the Local Union, waive the installation of such air conditioning equipment as a result of climatic conditions or other standards established by the Committee.~~

***CONTAINED IN THE MASTER**

L. **NEW PARAGRAPH K** Road drivers shall be given a copy of scale ticket if same is available.

M. **NEW PARAGRAPH L** The Employer agrees that within ninety (90) days after ratification of this Agreement the Employer shall, at the request of the Local Union, meet with the Local Union and attempt to establish reasonable dispatch and/or call procedures. Failing to agree, the matter may be processed through the grievance procedure.

N. **NEW PARAGRAPH M** No employee shall be required to take any form of lie detector test as a condition of employment.

O. **NEW PARAGRAPH N** The Employer agrees to maintain a clean and sanitary washroom having running water with toilet facilities, unless otherwise agreed to.

P. **NEW PARAGRAPH O** In the event Article 40, Section 3, is violated, the penalty for the violation will

be two (2) times the actual time involved in doing this out-of-classification work.

Section 6. Sleeper-Cab Operations

NO CHANGE

Section 7. Holidays

A. *SEE ECONOMIC SETTLEMENT

- a. **NO CHANGE**
- b. **NO CHANGE**
- c. **NO CHANGE**

B. NO CHANGE

C. NO CHANGE

D. Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at **two (2) times** the regular straight time and ~~one-half (1 1/2)~~ hourly rate in addition to receiving his holiday pay, for those holidays other than Veteran's Day and Good Friday.

E. NO CHANGE

F. Employees shall be permitted to float their birthday with no exceptions to the day it falls on. The birthday may be floated for one (1) year from earning. The day chosen will be subject to approval.

Section 8. Vacations

A. Vacation time for employees with over sixty (60) days' employment on June 1st, but less than one (1) years' service, shall be pro-rated for this period of employment. **When earned vacation results in pro-rated hours of thirty-six (36) hours or less, the hours earned will result in the number of days off as detailed below:**

- **Earned nine (9) hours or less = one (1) vacation day to be used.**
- **Earned more than nine (9) but less than or equal to eighteen (18) hours = two (2) vacation days to be used.**
- **Earned more than eighteen (18) but less or equal to twenty-seven (27) hours = three (3) vacation days to be used.**
- **Earned thirty (36) hours or less = four (4) vacation days to be used.**

regardless of hours earned, employees shall have the option to take a full week (5 days) of vacation with the amount of earned hours paid and the remaining hours to be taken as unpaid. The employee also has the option to take the days required based on their hours earned but work the remainder of the week.

Example 1: Employee earns a pro-rated vacation of twenty (20) hours:

- The employee must take 3 days of vacation and will receive 20 hours paid and 7 hours unpaid.
- The employee elects to take a full week (5 days) of vacation with the remaining 2 days of the week as unpaid days.

Example 2: Employee earns a pro-rated vacation of twenty (20) hours:

- The employee takes 3 days of vacation and will receive 20 hours paid and 7 hours unpaid.
- The employee elects to return to work the remaining 2 days of the week.

(1) **NO CHANGE**

(2) **NO CHANGE**

(3) **NO CHANGE**

(4) **NO CHANGE**

(5) **NO CHANGE**

(6) **NO CHANGE**

(7) **NO CHANGE**

(8) Employees entitled to ~~three (3) or more weeks'~~ vacation in accordance to the Agreement will be permitted split ~~one (1)~~ **two (2) weeks** of said vacation in the following manner: Lay down bid drivers shall be required to take two (2) vacation days at a time when splitting vacation; conversely bid turn drivers and open board drivers shall only be required to take one (1) day at a time when splitting a week of vacation. When the employee elects to utilize this option, he will be paid according to the number of days taken, provided the vacation day complies with the maximum

percentage of employees permitted off.

~~(9) Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation 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.~~

~~(10) 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.~~

B. **NO CHANGE**

C. **NO CHANGE**

D. **NO CHANGE**

E. Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees. Employees who are absent more than sixty (60) work days for the reasons stated herein or thirty (30) work days if work was offered and refused except for proven illness shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st. **Vacations shall be pro-rated as the same basis as described in Article 54, Section 8, paragraph (A)**

F. **NO CHANGE**

G. **NO CHANGE**

H. **NO CHANGE**

I. **NO CHANGE**

Section 9. Wages and Hours

A. Wages

***SEE ECONOMIC SETTLEMENT**

(1) **NO CHANGE**

(2) **NO CHANGE**

(3) **NO CHANGE**

B. Hours and Guarantees

NO CHANGE

C. Layover Time

When a driver is required to layover away from the driver's home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If driver is held over after the fourteenth (14th) hour, he/she 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 driver is entitled if put to work any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours.

Drivers shall not be compelled to report to work at the home terminal until they have had ten (10) hours off-duty time. 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 contract. It is further agreed where the time limit on layover interferes with regular running schedule, it shall be a shop condition.

When on compensable layover on Sunday and holidays there shall be a meal allowance of twenty dollars (\$20.00) ~~ten dollars (\$10.00)~~; five (5) hours there- after, ~~ten dollars (\$10.00)~~ twenty dollars (\$20.00); and five (5) hours later a third meal allowance of ~~ten dollars (\$10.00)~~ twenty dollars (\$20.00). No more than three meals will be allowed during any 24-hour period.

Drivers shall be dispatched home after their third (3rd) layover point. All time spent on layover after the third (3rd) layover point shall be paid for time.

D. Lodging

Road drivers away from their home terminal shall be supplied with suitable lodging.

In addition, a ~~ten dollar (\$10.00)~~ twenty dollars (\$20.00) allowance for meal shall be paid after nineteen (19) hours in a foreign terminal. Air-conditioned dormitories or air-conditioned hotel rooms if available, shall be furnished when seasonal and climatic condition require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight

hours. In addition, dormitories in new terminals must be soundproofed, and shall not provide for more than one (1) driver in a room. Where an existing dormitory currently provides for two (2) drivers in a room, such a practice shall be continued except that such two (2) drivers must be from the same domicile and are put to bed within one (1) hour of each other.

A subcommittee of one Union and one Company representative from the Western PA Joint Area Committee will be appointed 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 sub- committee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within four- teen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.

Effective ninety (90) days after notice of the ratification of this Agreement, at hotels and motels there shall be one (1) driver per room except under emergency conditions and provided such accommodations are available.

General

NO CHANGE

MEMORANDUM OF AGREEMENT

NO CHANGE

ARTICLE 55. TERM OF 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, to be effective ~~April 1, 2018,~~ July 1, 2023 except as to those areas where it has been otherwise agreed between the parties.