

# MARYLAND-DISTRICT OF COLUMBIA 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~~.

## PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the jurisdiction of Local Unions 355, 453, 639 and 992.

The undersigned Employer Association or Employer, as applicable, (hereinafter called Employers or Company) and the Maryland-District of Columbia Freight Council and Local Union numbers 355, 453, 639 and 992 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 Supplemental Agreement is supplemental to and becomes part of the ABF 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.

NO CHANGE

### ARTICLE 41.

NO CHANGE

### ARTICLE 42.

NO CHANGE

### ARTICLE 43.

NO CHANGE

### ARTICLE 44.

NO CHANGE

### ARTICLE 45.

#### Section 1. Discharge or Suspension

The Employer shall not discharge or suspend an employee without just cause. The parties agree that where a particular offense is covered by the Maryland-District of Columbia Uniform Rules and Regulations (Appendix A), the discipline taken because of an offense will be consistent with these rules and regulations. The parties further agree that where the offense is not covered by the Maryland-District of Columbia Uniform Rules and Regulations, the Employer may impose appropriate discipline under this Contract.

#### (a) Work Pending

A written notice of discharge or suspension shall be issued by certified or registered mail or in person to the employee with a ~~copy~~ **email** to the Union and **copy to** the steward. A written notice of discharge or suspension shall be issued within fourteen (14) calendar days from the date the Employer becomes aware of the infraction. Except in cases involving "cardinal" infractions under the Maryland-District of Columbia Supplement Agreement, an employee to be discharged or suspended shall be allowed to remain on the job, without

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loss of pay, unless and until the discharge or suspension is sustained under the grievance procedure.

### (b) Warning Notice

In respect to discharge or suspension, the Employer shall give at least one (1) written warning notice of the complaint against such employee to the employee, in writing, and a copy of this warning notice shall be sent via email to the Local Union which shall have the responsibility of representing the employee; however, no warning letter or notice of intent to discharge need be given to an employee for his discharge if the cause of such discharge is one of the following items:

- (1) Dishonesty.
- (2) Drinking- which shall include drinking during working hours (including lunch time) or being under the influence of alcohol during working hours. NOTE: When an Employer has good reason to believe that an employee may be under the influence of alcohol, the Employer can require submission to a sobriety test. Any test for impairment by or under the influence of alcohol must be administered by a person qualified to both conduct the test and evaluate the results of the test. It is specifically understood that the Union reserves the right to contest the qualification of the person administering the sobriety test and the burden of proof rests with the Employer to demonstrate that the person administering the test was in fact, qualified. When possible the Employer shall utilize a doctor or clinic to administer the sobriety test. In the event an employee refuses to take a sobriety test administered by a qualified person, as described herein, this shall be prima facie evidence of being under the influence.
- (3) Recklessness resulting in serious accident while on duty.
- (4) The carrying of unauthorized passengers consistent with Article 13.
- (5) Unprovoked assault on any person during working hours or on company premises.
- (6) Calling an unauthorized strike or walkout consistent with Articles 4 and 8.
- (7) Unauthorized transportation, possession or use of a narcotic drug, amphetamine, a formulation

of amphetamine or a derivative of a narcotic drug during working hours.

- (8) Knowingly leaving the scene of an accident while in the service of his Employer and during working hours and/or failure to report an accident.
- (9) Willful damage to company property whether on duty or not on duty, or customer property while on duty.
- (10) The refusal to follow a direct order which is not in violation of the contract or law.
- (11) Drug Intoxication as provided in Article 35.
- (12) Carrying firearms on company property or equipment.
- (13) Flagrant abuse of on duty paid for time may be subject to discharge.
- (14) Willful negligence resulting in a serious hazardous materials incident or spill.

The warning notice as herein provided is part of the Union's and Employer's determination to apply the principle of constructive progressive discipline under the terms of this Agreement. A warning notice shall have no force or effect for purposes of supporting more severe disciplinary action after nine (9) months from the date thereof, which said nine (9) months shall be extended for the period of any absence for which Worker's Compensation is paid. Protest of a warning notice shall be the primary responsibility of the employee receiving such a warning notice. The warning notice shall be issued by certified or registered mail, or in person to the employee with a copy email to the Union and copy to the steward. A warning letter shall be issued within fourteen (14) calendar days from the date the Employer becomes aware of the infraction. Any protest to a warning letter must be made in writing, and mailed within fourteen (14) calendar days from the date the employee received the warning notice. An employee's protest of a warning notice shall be sent to the Employer, certified or registered mail, with a copy to the Local Union, and shall set forth in some detail the basis for such protest. While recognizing that the primary responsibility to protest the issuance of a warning letter rests with the employee involved, the Local Union does not waive any of its rights to independently protest the use of a warning

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notice should further disciplinary action be taken based upon a prior warning notice. Warning notices as such shall not be subject to arbitration under the terms of this provision.

Notice of discharge or suspension must be in writing and delivered in person or by Certified Mail, Registered Mail or telegram to the employee and **email to** the Local Union which has the responsibility for representing the employee.

**ARTICLE 46.**

NO CHANGE

**ARTICLE 47.**

NO CHANGE

**ARTICLE 48.**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, grandchildren, step-children and step-parents), a regular employee shall be entitled to a maximum of four (4) days off with pay to attend the funeral, provided however, that the day or days off must fall between the day of the death and the day of the funeral and within the employee's regularly scheduled work week. Two (2) days guaranteed regardless of day of death or day of funeral.

In the event of a death in the family of a grandparent of the member or, who is a current in-law (Mother in-law, Father in-law, Sister in-law, Brother in-law), a regular employee will be entitled to one (1) day off with pay to attend the funeral, provided however, that the day off must fall between the day of the death and the day of the funeral and within the employee's regularly scheduled work week.

**ARTICLE 49.**

*\*SEE: NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 50.**

*\*SEE: NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 51.**

NO CHANGE

**ARTICLE 52.**

NO CHANGE

**ARTICLE 53.**

NO CHANGE, EXCEPT AS LISTED BELOW:

**Section 1. Principle**

Seniority rights for employees shall prevail.  
(a) In local cartage operations, employees in accordance with their classification seniority shall have preference to choose their shift or starting time. Seniority does not give an employee the right to choose a specific unit or load. The position of Training other employees is not subject to Bid Seniority. Being as proper training of employees is the responsibility of the Company, the Company reserves the right to designate its own trainers.

**Section 4. Loss of Seniority**

- (a) Seniority shall be broken only by:
  1. Discharge
  2. No work or layoff for more than five (5) years from the last day worked active or laid off.
  3. Failure to respond to a notice of recall as specified in Section 5 of this Article.
  4. Unauthorized leave of absence.
  5. Unauthorized failure to report for work for five (5) consecutive days when work is available.
  6. Resignation
  7. Voluntary retirement.
  8. Voluntary Quit

(b) Any employee who is absent because of proven illness or injury shall maintain his seniority.

(c) A "resignation" ~~shall be in writing and signed by the employees~~ shall be deemed valid if it is received by the company in the following forms: handwritten and signed, typed and signed, email, text or by phone call if the call is verified by union employee.

**Section 5. Layoff and Recall**

(b) In the event of a recall, the laid-off employee shall be given notice of recall by telephone ~~and telegram~~, registered or certified mail, sent to the address last given the Employer by the

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employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telephone ~~and telegram~~, registered or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar days period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

In the absence of a notification of layoff, when an employee has not been offered work opportunity for a period of two (2) consecutive weeks, he shall be considered as laid off. When supplemental employees are used three (3) days or more per week for two (2) consecutive weeks, the senior laid-off employee shall be recalled.

### **ARTICLE 54.**

*NO CHANGE, EXCEPT AS LISTED BELOW:*

#### Section 3. Meal Period

Employees shall, except by mutual agreement, take at least one (1) continuous thirty (30) minute lunch period in any one (1) day, except at piers where one (1) hour may apply. No employee shall be compelled to take more than one (1) continuous period nor compelled to take any part of such continuous period before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee required to work during the two (2) hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place. An accessible place for drivers to eat shall mean a restaurant, cafeteria or similar facility. Past practice, where more favorable to the employee, shall prevail including break periods.

Employees in local cartage and breakbulk operations working shifts of eight (8) hours or more shall be entitled to two (2) paid breaks per day, not to exceed ~~ten (10)~~ **fifteen (15)** minutes each. Such breaks shall be taken one (1) before the meal period and one (1) after but not combined with the meal period. In city operations, the first break may not be taken before the first pickup and/or delivery of the day. No breaks shall be taken on overtime.

#### Section 6. Vacations

~~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.~~

~~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 one (1) week of vacation per vacation anniversary year.~~

#### Section 11. Wages and Job Classifications

**SEE NATIONAL ECONOMIC SETTLEMENT**

### **ARTICLE 55.**

*NO CHANGE, EXCEPT AS LISTED BELOW:*

#### Section 2. Layoff and Recall

(a) When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to return to work in the reverse order in which they were laid off.

(b) In the event of a recall, the laid-off employee shall be given notice of recall by telephone ~~and telegram~~, registered or certified mail, sent to the address last given the Employer by the employee. Within seven (7) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telephone ~~and telegram~~, registered

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or certified mail, of his intent to return to work and must actually report to work within ten (10) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within ten (10) calendar days period. In the event the employee fails to comply with the above provisions he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

**MARYLAND-DISTRICT OF COLUMBIA  
"UNIFORM RULES AND REGULATIONS"**  
*NO CHANGE*

**MEMORANDUM OF UNDERSTANDING**  
*NO CHANGE*

**MEMORANDUM OF UNDERSTANDING**  
*NO CHANGE*

**Section 5. Paid-For Time**

(a) All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

Time shall be computed from the time that employee is ordered to report for work and registers in until the time he is effectively released from duty. Upon implementation, any and all time claims shall henceforth be computed by the use of Electronic Time Clock (ETC) and Electronic Logging Device (ELD). The ETC and ELD will replace the mechanical time clock for such purposes for which the mechanical time clock was previously used. Employees shall be properly trained on these devices and nothing in this provision shall reduce any paid for time. 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 by the Employer. Such payment for drivers' time when not driving shall be the hourly rate, except as provided for in this Agreement.

**Section 6. Mileage Rates and Over-the-Road Operations**  
*SEE NATIONAL ECONOMIC SETTLEMENT*

**ARTICLE 56.**

*NO CHANGE*

**ARTICLE 57.**

*\*SEE: NATIONAL AGREEMENT\**