

PHILADELPHIA, PENNSYLVANIA AND VICINITY LOCAL CARTAGE AND OVER-THE-ROAD 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**. Deletions have been struck through.

PREAMBLE

Agreement by and between ABF Freight System, Inc., as applicable (hereinafter "Employer"), and Highway Truck Drivers and Helpers, Local No. 107, Teamsters, Local No. 312, General Teamsters Local No. 326, Chauffeurs, Teamsters and Helpers Local No. 331, Truck Drivers, Chauffeurs and Helpers, Local No. 384, Local No. 500, and Truck Drivers and Helpers, Local No. 676 (hereinafter "Union"), all of whom are affiliated with both the Eastern Region of Teamsters and the International Brotherhood of Teamsters.

This Local Cartage and Over-the-Road Supplemental 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~~ July 1, 2023 through ~~June 30, 2023~~ June 30, 2028, 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

NO CHANGES, EXCEPT AS LISTED BELOW:

Section 1. Operations Covered

a) This Agreement shall cover all classifications of employees hereinafter referred to or subsequently covered who are employed by **ABF Freight System**,

~~*Inc.* any member Employer (which includes any other Employer, whose employees are represented by a Union who may become a member of the Employer Association after the date of this Agreement and a copy of whose approved application for membership in the Employer Association shall be filed with the Union by the Employer Association) as well as any non member of the Employer Association which becomes a party to this Agreement, except that it shall not apply in the case of any such employees whose hours of work, wages and working conditions are governed by separate contracts between Union and the Employer Association, relating to particular branches of truck service, such as the moving of household goods.~~

Section 2. Employees Covered

~~(e) Teamster Rigger rates shall apply except where work is performed under AGC Agreement on job site construction. Rigging is in addition to cribbing, blocking, etc., and includes any specialized equipment other than a crane or a similar type of equipment making lift or hoist.~~

ARTICLE 41. ABSENCE

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 3:

(h) Seniority shall prevail in that the Employer recognizes the general principle that senior employees

shall have preference to choose on a permanent basis the job where the rate is highest, and have the choice of day or night shift, provided such employee is qualified for such work. Dispatch shall be at the sole discretion of the Employer, except when more than two (2) drivers are dispatched at the same time. Other than bid, the ~~two (2)~~ four (4) most senior employees shall be permitted the choice of dispatch. Dispatch shall be defined as any work assignment, city, road or dock. Discrimination shall be subject to the grievance machinery.

Section 4.

~~(a) If a private carrier, which has delivered its freight and merchandise with its own truck and driver, then decides to lease or hire a truck and driver from an Employer covered by this Agreement, such Employer shall take the driver formerly employed by the House Concern and assign him to the leased truck.~~

~~(b) The House Concern agrees that in doing so it will not take work presently performed by the collective bargaining unit and "divert" it to non-bargaining unit employees or to any other mode of operation, unless specifically provided for and permitted in this Agreement.~~

~~(c) A House Concern employee shall hold seniority with his subsequent Employer(s) on House Concern work only, and such employee shall have all the benefits that go with such seniority. House Concern drivers shall have no right to bump an employee of the subsequent Employer(s) nor may a House Concern employee be bumped by such other employee(s). Nothing contained herein shall affect the particular seniority status of any employee mutually agreed to by the Union and a particular Employer prior to the effective date of this Agreement.~~

~~(d) New work acquired by the House Concern shall be bound by the terms and conditions of this Agreement and shall be offered to the House Concern employees.~~

~~(e) The House Concern Employer shall not transfer bargaining unit work without maintaining the hourly rate of pay and equivalent fringe benefits.~~

~~(f) Prior to the transfer of House Concern work, the House Concern Employer, the Employer taking on the House Concern work, and the Union shall enter into a~~

~~written agreement which shall be presented to the Joint Area Grievance Committee for approval.~~

ARTICLE 43. MAINTENANCE OF STANDARDS

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY

NO CHANGE, EXCEPT AS LISTED BELOW:

~~5. An employee's right to appeal a warning letter or reprimand will be protected if, within ten (10) working days of such letter, a written protest is made to the Employer by the Union. All warning letters issued by the employer shall be deemed automatically protested by the Local Union on behalf of the employee. Appeals from warning letters will not be heard by the ABF Philadelphia Joint Area Committee until the grievant has been given disciplinary time off or has been discharged.~~

ARTICLE 45. DISCHARGE OR SUSPENSION

NO CHANGE

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 47. MEAL PERIOD

NO CHANGE

ARTICLE 48. SAFETY VIOLATIONS

NO CHANGE

ARTICLE 49. PAY PERIOD

NO CHANGE

ARTICLE 50. PAID FOR TIME

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 4- Sick Leave
SEE NATIONAL ECONOMIC SETTLEMENT – 2 ADDITIONAL SICKS FOR A TOTAL OF 7 (SEVEN) ON JANUARY 1, 2024

ARTICLE 51. LOCAL AREA OPERATIONS
SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 52. BREAKBULK AGREEMENT
NO CHANGE

ARTICLE 53. VACATIONS

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 6: A & B

~~See National Economic Settlement in ABF Master Agreement for reduction of one vacation week~~

ARTICLE 54. HOLIDAYS

SEE NATIONAL ECONOMIC SETTLEMENT – ADD MLK, JR. DAY

NO CHANGES, EXCEPT AS NOTED BELOW:

Section 1.

~~(c) (1) Those Employers whose employees are represented by Local Union No. 500 shall substitute another personal holiday for Christmas Eve, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty eight (48) hours' notice of his intent to take such personal holiday. The selection of the additional personal holiday shall be subject to the approval of the Employer.~~

~~(2) Those Employers who are party to the Fuel Oil Rider with Local Union No. 107 shall substitute Election Day, the first Tuesday in November, for Christmas Eve, the latter being an ordinary workday for such employees.~~

~~(3) Those Employers, members of Transport Employers Association, who are in the Wholesale Drug Industry, shall substitute a personal holiday for Christmas Eve, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty eight (48) hours' notice of his intent to take such personal holiday. The selection of the additional personal holiday shall be subject to the approval of the Employer.~~

~~(d) Those Employers whose employees are represented by Local Union No. 500, which are in the food industry including meat and meat by products and other perishables, shall substitute an additional Personal Holiday for Good Friday, the latter being an ordinary workday for such employees. An employee shall be required to give the Employer at least forty-~~

~~eight (48) hours' notice of his intent to take a Personal Holiday. The selection of the additional Personal Holiday shall be subject to the approval of the Employer.~~

~~(e) For private carriers whose trucking is incidental to their primary business it is agreed that such Employers shall have the right to substitute their inside holidays where they differ from the named holidays herein for certain named holidays. This provision will enable the Employer to match holidays so that the inside holidays which control the trucking operation will prevail.~~

~~(f) Employers other than those referred to in (d) and (e) of this Section shall have the option with the approval of a majority of the employees involved and the Local Union to substitute four (4) of the above-listed holidays. T/A~~

Section 5. In order to qualify for eight (8) or ten (10) hours of straight time based on classification for holiday not worked, it is provided that regular employees must work the regularly scheduled workday which precedes ~~and-or~~ follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

ARTICLE 55. HEALTH AND WELFARE AND LIFE INSURANCE

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 56. PENSION

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 57. OVER-THE-ROAD PROVISIONS

NO CHANGE

ARTICLE 58. TERM OF AGREEMENT

SEE NATIONAL AGREEMENT

MEMORANDUM OF UNDERSTANDING

NO CHANGE