

NEW YORK STATE FREIGHT DIVISION OVER-THE-ROAD AND LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

For the Period: 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~~.

Concerning Drivers Employed by Private, Common and Contract Carriers for the Period of ~~April 1, 2018~~July 1, 2023 to June 30, ~~2023~~2028 in the jurisdiction of the following: Local Union Nos. 118, ~~264~~, 294, 317, 449, ~~529~~, and 687.

ABF Freight Systems, Inc., hereinafter referred to as the Employer, the New York State Teamsters Freight Division, and Local No.118, 294, 317, 449, 687, 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 ABF Over-The-Road and Local Cartage 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 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 THE AGREEMENT

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1. Operations Covered

(a) The execution of this Supplemental Agreement (hereinafter referred to as Agreement) on the part of the Employer, **ABF Freight System, Inc.** shall cover all over-the-road operations of the Employer within, into and out of the area and territory described herein and shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power lift operators,

supervising dockmen, yardmen, receivers and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within the area located within the jurisdiction of the Local Union not to exceed a radius of fifty (50) miles, except as specifically permitted herein or whereby mutual agreement exceptions of the fifty (50) mile radius have been made, such exceptions shall be submitted in writing to the Joint Union and Employer State Committee for approval or dis- approval within six (6) months. Any future agreement, before being put into effect, must be approved by the Joint State Committee.

(b) The above applies, except as provided in ~~Appendices~~ **Appendix "C"**. and ~~"E"~~ (there is no appendix "E")

(c) The Employer agrees that by becoming a signatory to this Agreement, that such Agreement shall be with the New York State Teamsters Freight Division, which is comprised of all the Local Unions mentioned herein, and shall be binding upon all parties.

ARTICLE 41. ABSENCE

NO CHANGE

ARTICLE 42. SENIORITY

(See also Article 5)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1. Over-the-Road and Local Cartage Operations

Seniority (rights of employees) shall prevail. Seniority shall be broken only by discharge, voluntary quit, or

more than a five (5) year layoff. Any employee on letter of layoff who works a total of ten (10) cumulative days within any twelve (12) month period from his date of layoff shall be granted an additional five (5) year layoff from the date he worked such tenth (10th) day. In the event of a layoff, an employee so laid off shall be given ten (10) days' of recall mailed to his last known address by ~~telegram~~, registered, or certified mail. The employee must respond to such notice within three (3) days after receipt thereof, by ~~telegram~~, registered, or certified mail, and actually report to work seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. If requested by the Local Union, in writing, within sixty (60) days after the effective date of this Agreement, a maximum of one steward for each classification shall have super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as a steward and permitted by applicable law provided that the practice is uniformly applied to all freight terminals in that Local Union.

The Local Union and the Employer shall agree, subject to the approval of the Joint State Committee, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

Terminal seniority as measured by length of service at such terminal shall prevail, except in those instances where the Employer, the Union involved, and the New York State Teamsters Freight Division agree to the contrary.

Section 6. Orientation of New Employees

An orientation employee is one who has little or no experience in the trucking industry (1 year or less). One orientation period per employee for the life of the contract. This program will begin with the employee's first day of work. This employee will work for ten (10) eight (8) hour work days (eighty (80) hours). He/she will learn company paperwork, proper procedures, in handling stripping/ stacking, and hazardous material and safety procedures. The

employee's rate of pay for this period of orientation will be ~~eight dollars and twenty-five cents (\$8.25)~~ TBD per hour for the first year of the contract, in addition to Health & Hospital and Pension Fund contributions. Any new applicant that has over one (1) year experience in the industry will work in the orientation program for three (3) eight (8) hour work days (twenty-four (24) hours). The rate of pay will be ~~ten dollars and twenty-five cents (\$10.25)~~ TBD per hour for the first year of the contract, in addition to Health & Hospital and Pension Fund contributions. Subsequent increases to these rates will be in accordance with the National Master Freight Agreement negotiated increases. It is understood that if an employee is worked in violation of this agreement he/she will no longer be considered in the orientation period and be considered a casual. Also, this employee's orientation program, whether eighty (80) hours or twenty-four (24) hours, may include classroom instruction and on-the-job training with an experienced regular employee.

ARTICLE 43. MAINTENANCE OF STANDARDS

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY

NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 46. DISCHARGE OR SUSPENSION

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1.

The Employer shall not discharge nor suspend any employee with- out just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of any infraction against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected. In cases of progressive discipline, infractions must be of like or similar nature. No warning notice need be given to any employee before he is discharged if the cause of such discharge is:

(a) Dishonesty

(b) Being under the influence of alcoholic beverages and/or drugs while on duty.

When the Employer has good reason to believe the employee may be under the influence of alcohol, the Employer can require submission to a sobriety test. Such test is to be taken at the quickest possible moment. When possible the Employer shall utilize a doctor or hospital to administer the sobriety test, the cost to be borne by the Employer.

Should the employee refuse to submit to the sobriety test at the time requested, it shall be considered an admission of guilt. If the employee agrees to take a test and the Employer is unable to have the test made, the above will not apply.

When an Employer has reason to believe that an employee is intoxicated (illegal drug induced), that employee shall be requested (in the presence of a Union Shop Steward, if available) to go to a medical clinic and give blood and urine specimens for testing, as outlined in Article 35, Section 3 of the National Master Freight Agreement. A refusal to give both specimens will constitute a presumption of drug intoxication.

A refusal of the employee to participate in the testing procedure provided herein shall constitute a presumption of drug intoxication and shall constitute the basis for discharge.

(c) Unprovoked physical abuse or bodily harm to a supervisor or other employee or customer;

(d) Negligence resulting in a serious accident while on duty;

(e) The carrying of unauthorized passengers;

(f) Failure to report an accident;

(g) Punching a time card, **scanning in or showing an employee on duty** other than an employee's own for the purpose of stealing time; or

(h) Proven, willful, wanton, or malicious damage to company property and/or equipment; or

(i) Sexual harassment against any person.

(j) Carrying of firearms on Company property or equipment (except a legitimate hunting rifle or shotgun cased and secured out of sight in the employee's personal vehicle in accordance with law).

(k) Tampering of equipment that results, or could result, in an alteration of intended performance.

(l) Unauthorized failure to report to work for five (5) consecutive days when work is available and on the active seniority list.

Section 3. Appeals

All appeals from discharge or suspension must be taken within ten (10) calendar days by the employee with the Local Union and the Employer, by written notice, and the Union must file a grievance in writing appealing such discharge or suspension. ~~with the Employer within twenty (20) calendar days from the date of discharge or suspension.~~

ARTICLE 47. EXAMINATIONS, ABSENCE AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 48. PAY PERIOD

NO CHANGE

ARTICLE 49. VACATIONS

NO CHANGE, EXCEPT AS NOTED BELOW:

~~Section 6-~~

~~(a) 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 2008-2013 supplemental agreements.~~

~~(b) 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.~~

ARTICLE 50. HEALTH AND HOSPITAL

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 51. PENSION AND RETIREMENT FUND

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 52. ~~BEREAVEMENT DEATH IN FAMILY~~

In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral or memorial services. It being understood that "immediate family" means father, mother, wife, husband, children, brother, sister, step parents, grand parents, or grandchild of the employee. Two (2) ~~One (1)~~ day shall be paid for by the Employer in the event of the death of the mother-in-law and/or father-in-law to attend the funeral. In road operations, one (1) day equals nine (9) hours' pay for this purpose.

ARTICLE 53. PROTECTIVE APPAREL

NO CHANGE

ARTICLE 54. WINTER SAFETY EQUIPMENT

NO CHANGE

ARTICLE 55. CHECK-OFF

NO CHANGE

ARTICLE 56. EMPLOYMENT OPPORTUNITIES AND COMPETITIVE EQUITY

NO CHANGE

ARTICLE 57. CANADIAN BORDER

NO CHANGE

ARTICLE 58. EMPLOYER ASSOCIATION

NO CHANGE

ARTICLE 59. TERM OF SUPPLEMENTAL AGREEMENT

NO CHANGE

ARTICLE 60. LODGING (Over-the-Road

Operations)

NO CHANGE

ARTICLE 61. PAID FOR TIME (Over-the-Road Operations)

NO CHANGE

ARTICLE 62. PICKUP AND DELIVERY (Over-the-Road Operations)

NO CHANGE

ARTICLE 63. MILEAGE AND HOURLY RATES (Over-the-Road Operations)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1. Mileage and Hourly Rates

SEE NATIONAL ECONOMIC SETTLEMENT

The New York State Teamsters Freight Division and Employer ABF or ~~Employers Association~~, where applicable, agree to establish a mileage committee for the purpose of establishing proper pay mileage on all operations, originating points, metropolitan areas, etc.

ABF ~~The Employers~~ shall notify each Local Union, upon request, of what mileages are being paid, what they contend the true mileages are, ~~and what mileages are in dispute.~~ Both sides must meet within one week to agree on the corrected mileages. Failure to agree automatically sends the matter to the Joint State Grievance Committee which will make a final and binding decision, which decision shall be effective on the date of the Grievance Committee hearing, so that whatever disputed miles are proven shall be retroactive to the day of the hearing.

Where obligated to depart from the routes customarily traveled, road drivers shall be paid for additional off-route mileage at the prevailing mileage rate.

Whenever there is a dispute over mileage, mileage shall be logged by the Union and ABF, ~~the Employer~~ using a commercial transportation mapping software (mutually agreed to) to establish gate to gate mileage. Such findings to be final and binding. When the route is logged, starting point at origin shall be the terminal and ending point destination shall be the terminal.

ARTICLE 64. HOLIDAYS (Over-the-Road Operations)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1. General Holidays

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 65. SYSTEM OPERATION (Over-the-Road Operations)

NO CHANGE

ARTICLE 66. WORK ASSIGNMENTS (Local Cartage Operations)

NO CHANGE

ARTICLE 67. LUNCH PERIOD (Local Cartage Operations)

All local employees shall be entitled to one (1) hour for lunch. However, past practice shall prevail unless mutually agreed upon between the Employer and Union. No employee shall go to lunch before he has worked four (4) hours nor after he has worked six (6) hours. No employee shall be paid for his lunch hour unless he is instructed to work through his lunch hour by his Employer. This period shall be five (5) hours to seven (7) hours for a ten (10) hour straight-time shift. **Lunches and breaks shall not be combined except by express content of the Employer.**

The Employer must provide and maintain adequate facilities for the employees at the terminal during lunch periods, including drinking fountains and rest rooms.

ARTICLE 68. PAID FOR TIME (Local Cartage Operations)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1. General

All drivers shall be paid from the time they are told to report and do report for work until they return to their home terminal and punch out, except when a driver is required to put up for the night outside his home terminal. In such case, he shall be given ~~three~~ **three** dollars (\$3.00) for expenses, plus **including** meals

and room, and his time shall cease from the time he puts up, except in no case shall he be paid for less than his regular guaranteed hours per day, and shall begin again at his regular time the next day. This provision shall continue to apply should he be held out more than one (1) day, with the exception of Sunday when he shall check out on Saturday night and shall be paid traveling time and carfare to his home terminal. If he is ordered to remain with his vehicle over Sunday, the Sunday rate of pay shall apply.

Section 2. Call-In Time

Employees called to work shall be allowed sufficient time, not to exceed one (1) hour, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. If an employee requires more than one (1) hour due to the distance he lives from the terminal, he shall be permitted sufficient time, not to exceed two (2) hours, to report; however, he shall not have any claim if a junior man starts between the first and second hour ahead of him. All employees shall have a set reporting time for duty and in the event of any change of starting time, the employee shall be given twenty-four (24) hours' notice prior to the beginning of his workweek. Any abuse of starting time shall be subject to the grievance procedure. The Union shall be notified in writing when an Employer changes starting time. If called and not put to work, regular employee shall be guaranteed eight (8) hours' work per day, except Saturday and Sunday, when he shall be guaranteed a minimum of four (4) hours' work. Extra employee when put to work shall be guaranteed a minimum of eight (8) hours' work. If all regular employees of a classification are requested to work on a Saturday and those reporting are put to work on Saturday, the Employer may hire extra employees at straight time hourly rate with a minimum of eight (8) hours and shall pay time and one-half (1 1/2) for hours worked in excess of the normal working day.

Employees that are calling off from a shift, work assignment or bid start time, must call at least two (2) hours prior to their scheduled start time, if possible.

An employer shall not be obligated to offer earlier starts to employees with assigned starting times for that day. However, when an employer forces an employee to report earlier than his assigned start, he shall be paid the first eight (8) hours at straight time and time and one-half (1 1/2), after that until the conclusion of his regular shift, provided he works the

time involved. It is understood that the intent of the above provision is that the employer may not force an employee to report more than one (1) hour prior to his regular bid.

ARTICLE 69. HOLIDAYS (Local Cartage Operations)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1.

SEE NATIONAL ECONOMIC SETTLEMENT

~~ARTICLE 70. LEASED EQUIPMENT (Local Cartage Operations)~~

~~Section 1.~~

~~For the purpose of protecting the established driver's 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 Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payments 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.~~

~~Section 2.~~

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

~~Section 3.~~

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

~~Section 4.~~

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

ARTICLE 70 74. WAGES (Local Cartage

Operations)

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 71 72. WORKDAY AND WORKWEEK (LOCAL CARTAGE OPERATIONS)

NO CHANGE, EXCEPT AS NOTED BELOW:

Except as otherwise specifically provided for in this contract, the normal workweek for regular employees shall consist of five (5) days of eight (8) hours each, worked consecutively, exclusive of lunch period, and worked Monday through Friday.

ABF ~~The Employer~~ and the Union may agree to establish bids consisting of any four (4) days, ten (10) hours per day Monday through Friday. Such four (4) day, ten (10) hour bids shall be filled on a voluntary basis and employees may not be forced to occupy such bids. Time and one-half (1-1/2) shall be paid for all hours worked over ten (10) hours in a workday. Employees bidding on four (4) ten (10) hour days who are otherwise qualified, shall receive ten (10) hours holiday pay if such holiday occurs on the employees scheduled work day and eight (8) hours holiday pay for holidays occurring outside of the employees scheduled workweek. Employees on four (4) ten (10) hour bids shall not have a claim for work on his day off except Saturday, Sunday and holidays.

ARTICLE 72 73. BREAK BULK TERMINALS (Local Cartage Operations)

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 9.

Dock/yard employees shall receive two (2) ~~fifteen (15)~~ **ten (10)** minute breaks and one(1) half-hour non-pay lunch period in an eight (8) hour shift, which includes wash-up time. Employees must report back and be ready for work at the termination of the break period and/or lunch period and shall clock in their own timecard/badge per the contract prior to continuing their work shifts.

Lunches and breaks shall not be combined without express consent of the employer.

The Employer may establish straight eight (8) hour shifts provided fifty-one percent (51%) of the affected employees vote in favor of implementation.

**APPENDIX A (Local Unions Nos. 118, 264, 317,
449, 529, and 687)**

SEE NATIONAL ECONOMIC SETTLEMENT

APPENDIX B (Local No. 294)

SEE NATIONAL ECONOMIC SETTLEMENT

APPENDIX C

SEE NATIONAL ECONOMIC SETTLEMENT

APPENDIX D

On operations in the jurisdiction of Local Unions, 118, 264, and 529 the 50 miles shall be extended to 100 miles, to the south only, and in the jurisdiction of Local 687 it shall be extended in the same manner, to the north only.