

**Central Region
Over-the-Road
Motor Freight
Supplemental
Agreement**

Covering
DRIVERS EMPLOYED BY
PRIVATE, COMMON, AND
CONTRACT CARRIERS

For the Period of
~~April 1, 2008~~ **April 1, 2013** through ~~March 31, 2013~~ **March 31, 2018**

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.

The _____ (Company) — **ABF FREIGHT SYSTEMS, INC.** 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 Agreement.

This Over-the-Road Supplement Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the “Master Agreement” for the period commencing ~~April 1, 2003~~ _____ **2013**, 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 – *No Change*

Section 3. City Or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate Agreements entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein. At no time shall any provision of this Agreement permitting pickup and delivery supersede the provisions of any local cartage agreement

which prohibits such pickup and delivery. All double units will be pre-strung by local cartage employees, if the equipment is available, when the terminal is open.

Drop & Hook: At terminals with 75 or fewer local cartage employees, a road driver that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver's home domicile or at his/her lay down destination.

Section 4. Addenda – *No Change*

ARTICLE 41. PROBATIONARY EMPLOYEES

Section 1. – *No Change*

Section 2. – *No Change*

Section 3. 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*

ARTICLE 43.

Section 1. Seniority - *No Change*

Section 2. – *No Change*

Section 3. Extra Equipment – *No Change*

Section 4. Retirement - *No Change*

Section 5. Dispatch Limitations - *No Change*

Section 6. – *No Change*

Section 7. Foreign Power Courtesy - *No Change*

Section 8. Disputes - *No Change*

Section 9. Triples - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

Section 1. Joint State Committees - *No Change*

~~Section 2. City Road Committees~~

~~The Employers and the Union within each area coming within the jurisdiction of the nearest Teamster Union Joint Council may create, subject to approval of the Joint Area Committee, a Joint City Road Committee, which shall consist of an equal number appointed by Employers and Unions. Such Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its meetings. Each Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its area.~~

~~Section 3. Section 2. Joint Area Committees~~

The Employers and the Unions shall together create a permanent Joint Area Committee which shall consist of delegates from the Central Region Area. This Joint Area Committee shall meet at established times and at a mutually convenient location.

The Chairman of the Freight Division of the Central Region and the Chairman of the Employer (or Employer Association, where applicable) shall mutually agree on an established procedure for meeting expenses of the Central States Joint Area Meeting.

~~Section 4. Section 3. Contiguous Territory~~

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the above Joint State Committees for handling by the Freight Division, Central Region of Teamsters, and after such reference shall be handled under the usual procedure of that Joint State Committee.

~~Section 5. Section 4. Local Shorthaul Committee~~

The respective Chairmen of the Central States Area Supplemental Negotiating Committees shall meet within ninety (90) days subsequent to the effective date of the contract to establish a Local and Shorthaul Addendum Committee to consider local and shorthaul problems in the Central Region.

~~Section 6. Section 5. Time Off Committee~~

A separate Road Driver Time Off Committee will be established to consider the problems of road driver time off which cannot be resolved between the Local Union and an individual company. Where a dispute arises concerning time off between a Local Union and an individual Employer, it shall be referred directly to such established Joint Area Time off Committee.

~~Section 7. Section 6. Function of Committees~~

It shall be the function of the various committees referred to above to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45.

All Committees established under this Article may act through subcommittees duly appointed by such Committee. All decisions of the Committees and subcommittees shall be final and binding.

It shall be the function of the various committees referred to above to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45 except for warning letters which will be held in abeyance until further disciplinary action, i.e. Suspension or Discharge, is taken.

~~Section 8.~~ Section 7. Attendance

Meetings of all Committees referred to above must be attended by each member of such Committee or his alternates.

~~Section 9.~~ Section 8. Examination of Records

The Local Union, Joint State Committee, or the Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. General – *No Change*

Section 2. – *No Change*

ARTICLE 46. DISCHARGE OR SUSPENSION – *No Change*

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Examinations – *No Change*

Section 2. Identification Fees

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

Employees may be required to show their driver's license and Company identification to customers, and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license. The company identification will not have personal information on it such as home address or social security number.

Section 3. – *No Change*

It is mutually understood that, under normal circumstances, the Company will furnish equipment for their employees to take any CDL test required by law.

ARTICLE 48. MEAL PERIOD – *No Change*

ARTICLE 49. LODGING – *No Change*

ARTICLE 50. PAY PERIOD – *No Change*

ARTICLE 51. PAID-FOR TIME

Section 1. General – *No Change*

Section 2. Call-in Time – *No Change*

Section 3. Layovers – *No Change*

Section 4. – *No Change*

Section 5. Deadheading – *No Change*

Section 6. Bobtailing – *No Change*

**ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS –
SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE**

ARTICLE 53. MINIMUM GUARANTEES – *No Change*

ARTICLE 54. MILEAGE AND HOURLY RATES

**Section 1.
SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE**

Section 2. Mileage Determination – *No Change*

**ARTICLE 55. PEDDLE RUNS –
SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE**

Section 1. Definition - *No Change*

Section 2. Rate of Pay – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 3. Guarantee – *No Change*

Section 4. New Equipment – *No Change*

ARTICLE 56. TWO-MAN OPERATION

Section 1. *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 2. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 3. – *No Change*

Section 4. Sleeper Cab Operation – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

Section 8. – *No Change*

Section 9. – *No Change*

Section 10. – *No Change*

Section 11. – *No Change*

ARTICLE 57. OWNER-OPERATOR - *No Change*

ARTICLE 58. VACATIONS

Section 1. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 2. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 3. – *SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

ARTICLE 59. HOLIDAYS - *No Change*

ARTICLE 60. FUNERAL LEAVE – *No Change*

**ARTICLE 61. HEALTH AND WELFARE BENEFITS –
SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE**

ARTICLE 62. PENSIONS –
*****SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****

ARTICLE 63.

Section 1. Items Covered – *No Change*

Section 2. – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

ARTICLE 64. PERISHABLE AND/OR EXEMPT COMMODITIES

Section 1. – *No Change*

Section 2. – *No Change*

ARTICLE 65. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS - *No Change*

ARTICLE 66. SICK LEAVE - *No Change*

ARTICLE 67. AIR CONDITIONING – *No Change*

ARTICLE 68. WORKER’S COMENSATION – *No Change*

ARTICLE 69. TERMINATION CLAUSE –
*****SEE NATIONAL MASTER FREIGHT ECONOMIC PACKAGE*****