

SUMMARY OF TENTATIVE AGREEMENT

Western Maryland Over-the-Road and Local Cartage Operations

Freight Council Supplemental Agreement

Two-Person Meeting Rosemont, IL

May 20, 2013

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 Supplement, as applied and interpreted during the life of such Agreement.

**Maryland- District of Columbia
Freight Council
Supplemental
Agreement**

**Covering
Western Maryland Over-the-Road
and Local Cartage Operations**

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

**MARYLAND - DISTRICT OF COLUMBIA
FREIGHT COUNCIL
SUPPLEMENTAL AGREEMENT**

**Including
Western Maryland Over-the-Road
and Local Cartage Operations**

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

PREAMBLE – *No Change*

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.

ARTICLE 40. SCOPE OF AGREEMENT - *No Change*

Section 1. Employees Covered - *No Change*

Section 2. Local Cartage/Road Work - *No Change*

Section 3. Addenda/Supplements - *No Change*

Section 4. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement.

However, where no local cartage employees are on the property, a supervisor can load an unscheduled customer pickup on an occasional and incidental basis. It is understood that this provision is intended to apply only to unanticipated situations taking less than thirty (30) minutes. The Company shall not intentionally schedule such pickups for times when the local cartage employees are not available.

The Union recognizes that subject only to the express provisions of this Agreement, the supervision, management and control of the Employer's business is exclusively the function of the Employer.

Section 5. Subcontracting

(A) The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violation through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. ~~It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood, as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs.~~ **The Employer may subcontract local cartage work, including pickups and deliveries, when all regular employees at a particular location are either working, have been offered work or are scheduled to work, except in no event shall road work presently performed or runs established during the life of this agreement be farmed out. No dock work shall be farmed out except for existing situations established by agreed to past practices. Over flow loads maybe delivered pursuant to the provisions of Article 29. Loads may also be delivered by other agreed-to methods or as presently agreed to. Other persons performing subcontracted work which is permitted herein shall receive no less than the equivalent of the economic terms and conditions of this agreement and the applicable supplement.** It is understood that several factors including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Maryland-District of Columbia Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes which allege a violation of this Section. The Maryland-District of Columbia Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairman, or their designees, of the Maryland-District of Columbia Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis to resolve alleged disputes of this Article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include: (1) Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor; (2) Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted; (3) Failure to add employees to the seniority list.

It is a violation of Article 32 for the Employer to knowingly subcontract bargaining unit work to be performed by a subcontractor while any regular scheduled or regular unscheduled employees including “shapes” or percenters are on layoff unless they have been offered and refused such work (or attempt to contact the employee is unsuccessful, which shall be verified).

ARTICLE 41. UNION SHOP AND DUES - *No Change*

ARTICLE 42. ABSENCE - *No Change*

Section 1. Time Off for Union Activities - *No Change*

Section 2. Leave of Absence - *No Change*

Section 3. - *No Change*

Section 4. - *No Change*

Section 5. Leave for Non-covered Position - *No Change*

ARTICLE 43. GRIEVANCE MACHINERY COMMITTEES - *No Change*

Section 1. Maryland-District of Columbia Joint Area Committee - *No Change*

Section 2. Eastern Region Joint Area Committee

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

Please see the attached MOU.

Section 3. National Grievance Committee - *No Change*

Section 4. Function of Committees - *No Change*

Section 5. Attendance - *No Change*

Section 6. Examination of Records - *No Change*

Section 7. Road and City Interpretations - *No Change*

Section 8. Change of Operations - *No Change*

Section 9. Written Statements of Witnesses - *No Change*

Section 10. Conflict of Interest - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

Section 1. - *No Change*

Section 2. - *No Change*

Section 3. - *No Change*

Expedited Arbitration Procedure - *No Change*

Section 4. - *No Change*

Section 5. - *No Change*

ARTICLE 45. DISCHARGE OR SUSPENSION - *No Change*

Section 1. Discharge or Suspension - *No Change*

(a) Work Pending - *No Change*

(b) Warning Notice - *No Change*

(c) Suspension - *No Change*

(d) Investigation Period

Section 2. Appeal from Discharge or Suspension - *No Change*

Section 3. Audio, Video and Computer Tracking Devices

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES - *No Change*

Section 1. - *No Change*

Section 2. - *No Change*

Section 3. - *No Change*

Section 4. - *No Change*

Section 5. - *No Change*

ARTICLE 47. PAY PERIOD - *No Change*

ARTICLE 48. FUNERAL LEAVE - *No Change*

ARTICLE 49. HEALTH AND WELFARE

*****SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 50. PENSION FUNDS

*****SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 1.

ARTICLE 51. PROTECTIVE APPAREL - *No Change*

ARTICLE 52. EMPLOYER ASSOCIATION - *No Change*

ARTICLE 53. SENIORITY - *No Change*

Section 1. Principle

*****SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 2. Seniority List - *No Change*

Section 3. How Seniority Is Acquired - *No Change*

Section 4. Loss of Seniority- *No Change*

Section 5. Layoff and Recall - *No Change*

Section 6. Transfers - *No Change*

Section 7. Mergers and Acquisitions - *No Change*

ARTICLE 54. LOCAL CARTAGE PROVISIONS - *No Change*

Section 1. Starting Times - *No Change*

Section 2. Cancellation of Starting Times - *No Change*

Section 3. Meal Period - No Change

Section 4. Paid-For Time - No Change

Section 5. Call-In Time - No Change

Section 6. Vacations

Vacation Reduction

(a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.

(b) Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2014. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

(a) All regular employees affected by this Agreement, who have been in the service of the Employer for a period of one (1) year from the date of their employment shall receive one (1) full workweek's vacation with pay. After an employee has been in the service of the Employer for a period of two (2) years from the date of his employment, he shall receive two (2) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of eight (8) years from the date of his employment, he shall receive three (3) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of fifteen (15) years from the date of his employment, he shall receive four (4) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of twenty (20) years from the date of his employment, he shall receive five (5) full workweeks' vacation with pay. Effective for vacations to be taken in the year beginning January 1, 2004, after an employee has been in the service of the employer for a period of thirty (30) years from the date of his employment, he shall receive six (6) full workweeks' vacation with pay. A week's vacation shall be based upon forty-five (45) straight time hours.

Casual employees shall not earn vacation.

(b) In local cartage operations only, whenever a holiday occurs during an employee's vacation period, the employee will receive an additional day's pay at his straight time rate.

In breakbulk operations the Employer will determine whether the employee shall have off the last working day before vacation or the first working day after the vacation period.

(c) To be entitled to a vacation, an employee must have worked for the Employer at least 140 days or 1250 hours in the twelve (12) month period preceding the date on which he becomes eligible for a vacation. Paid holidays, vacation days, and used sick leave days shall be counted as days worked. Whenever an employee suffers an injury during the course of his employment, as a result of which he receives Workmen's Compensation benefits, the time lost from work by such an employee as a result of such injury shall be considered as time worked under the 140 day-

1250 hour vacation requirement specified in this Section, applicable only for the qualifying year in which such injury occurs or in the year in which it recurs.

Employees who have earned two (2) weeks of vacation shall be permitted to take one (1) week on a day at a time basis. Employees who have earned four (4) or more weeks of vacation shall be permitted to take two (2) weeks of vacation on a day at a time basis. Such vacation days shall be taken on the same basis and criteria as personal holidays.

Employees who have earned at least two (2) weeks of vacation may choose to receive pay for such weeks in lieu of vacation time off. The employee's selection of the method of vacation shall be made at the time vacations are bid. Vacation pay in lieu of time off shall be paid upon request, but not before such vacation is earned.

(d) The employee must take his vacation within twelve (12) months after the date on which he becomes eligible for such vacation provided two vacations may not be taken consecutively.

Time lost due to an on-the-job injury shall not count toward the twelve (12) month period. All employees shall be given vacation pay previous to the date of beginning a vacation if so requested by the employees, with at least a week's notice. Whenever a regular employee with five (5) or more years seniority is off for 45 or more continuous working days due to sickness or off-the-job injury, the first 45 working days shall be considered as time worked under the 140 day-1250 hour vacation requirement specified in this Section, provided that the employee is under continuous doctor's care.

(e) Any employee who has been in the service of the Employer for a period of one (1) year or more and who resigns or is laid off shall be entitled to vacation pay in an amount equal to one-twelfth (1/12th) of the vacation pay to which he is eligible under the provisions of this Agreement for each full month of service completed by such employee since his most recent anniversary date of employment. This provision shall not apply in the case of discharge for drunkenness, violation of Article 35, Section 3, theft or assault. For purposes of this Section, an employee will be credited with a full month of service for each month in which the employee works one-half or more of the total number of working days in that particular month. Employees who have completed one (1) year of service but less than two (2) years of service shall be entitled to compensation hereunder on the basis of one (1) week's vacation pay and employees who have completed two (2) years or more of service shall be entitled to compensation hereunder on the basis of two (2) weeks' vacation pay. Employees who have completed eight (8) years or more of service shall be entitled to compensation hereunder on the basis of three (3) weeks' vacation pay. Employees who have completed fifteen (15) years or more of service shall be entitled to compensation hereunder on the basis of four (4) weeks' vacation pay. Employees who have completed twenty (20) years or more of service shall be entitled to compensation hereunder on the basis of five (5) weeks' vacation pay. Effective for vacations to be taken in the year beginning January 1, 2004, employees who have completed thirty (30) years or more of service shall be entitled to compensation hereunder on the basis of six (6) weeks' vacation pay.

The Employer shall offer an employee who is qualified for a prorata vacation, under this Section, payment for that pro-rata vacation at the time that the employee is laid off or resigns. There is no

further obligation of the Employer to pay an employee a pro-rata vacation during the period of his layoff. Provided, however, that if, upon reaching his date of hire (seniority date) a laid off employee who is otherwise qualified for a vacation has worked the required 140 days or 1250 hours, the employee shall be entitled to the balance of the vacation due him.

(f) The Employer shall determine the number of employees on vacation at any given time, consistent with efficient operations. However, the Employer shall allow at least fifteen percent (15%) in each classification per week to be on vacation if bid and/or requested with the exception of the time period from the third (3rd) week in August through the end of November when ten percent (10%) shall be the maximum.

For those terminals having twenty (20) or more employees, the number of vacations shall be rounded off to the next highest number if a fraction of .5 or more, in each classification.

(g) If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

Section 7. Holidays - *No Change*

Section 8. Split Shifts - *No Change*

Section 9. Time Clocks - *No Change*

Section 10. Sanitary Conditions - *No Change*

Section 11. Wages and Job Classifications - *No Change*

*****SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 12. Workday and Workweek - *No Change*

Section 13. Order of Work Call - *No Change*

Section 14. Breakbulk - *No Change*

ARTICLE 55. OVER-THE-ROAD PROVISIONS - *No Change*

Section 1. Bidding of Runs - *No Change*

Section 2. Layoff and Recall - *No Change*

Section 3. Meal Period - *No Change*

Section 4. Lodging - No Change

Section 5. Paid-For Time - No Change

Section 6. Mileage Rates and Over-the-Road Operations

*****SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 7. Layovers - No Change

Section 8. Breakdowns or Impassable Highways - No Change

Section 9. Holidays - No Change

Section 10. Overloads and Penalties - No Change

Section 11. Two Man Operation or Owner-Operator Operations - No Change

Section 12. Vacations

Vacation Reduction

(a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.

(b) Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2014. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

(a) All regular employees affected by this Agreement who have been in service of the Employer for a period of one (1) year from the date of their employment shall receive one (1) full workweek's vacation with pay. After an employee has been in the service of the Employer for a period of two (2) years from the date of employment, he shall receive two (2) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of eight (8) years from the date of his employment, he shall receive three (3) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of fifteen (15) years from the date of his employment, he shall receive four (4) full workweeks' vacation with pay. After an employee has been in the service of the Employer for a period of twenty (20) years from the date of his employment, he shall receive five (5) full workweeks' vacation with pay. Effective for vacations to be taken in the year beginning January 1, 2004, after an employee has been in the service of the employer for a period of thirty (30) years from the date of his employment, he shall receive six (6) full workweeks' vacation with pay. Whenever a holiday occurs during an employee's vacation period, the employee will have the option to receive an additional day's pay at the straight time rate, or an additional day's vacation with pay at the straight time rate. The decision must be made by the employee to the Company prior to going on vacation. The Employer will determine whether the employee shall have off the last working day before vacation or the first working day after the vacation period.

Section 13. Time Off - *No Change*

ARTICLE 56. CASUALS - *No Change*

Section 1. Casual Employees - *No Change*

Section 2. Preferential Casuals - *No Change*

Section 3. Replacement Casuals - *No Change*

Section 4. Vacancies - *No Change*

Section 5. Use of Laid-Off Employees from List - *No Change*

ARTICLE 57. TERM OF AGREEMENT - *No Change*

**MARYLAND-DISTRICT OF COLUMBIA “UNIFORM RULES AND REGULATIONS” -
*No Change***

MEMORANDUM OF UNDERSTANDING - *No Change*

MEMORANDUM OF UNDERSTANDING

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England
New England
New York State
New Jersey/New York
New Jersey/New York 701
Philadelphia & Vicinity
Central Pennsylvania
Maryland/DC
Virginia Freight Council
West Virginia

Additionally the Committee may be required to meet at a Supplemental location for a “special hearing” of out of service cases, no later than thirty (30) days after the request is received by TMI/TEA. In such event, any unresolved cases from the same Supplement

may also be heard at this session, if mutually agreed to by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that Local Union representatives who are appearing as presenters or witnesses for the Local involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the Rules of Procedure of each Supplement.

Memorandum of Understanding

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New England

New York State

New Jersey/New York

New Jersey/New York 701

Philadelphia & Vicinity

Central Pennsylvania

Maryland/DC

Virginia Freight Council

West Virginia

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Committee expenses shall be financed by the fees established in the rules of procedure of each Supplement.

Tentatively Agreed to:

Company: _____

Union: _____

Michael S. Scalzo

Ernie Soehl

Senior Director Industrial Relations

Eastern Region Freight Coordinator