

**New Jersey-New York
General Trucking
Supplemental
Agreement
And
Local 701
For the Period of
April 1, ~~2008~~ 2013
Through
March 31, ~~2013~~ 2018**

**NEW JERSEY – NEW YORK AREA
GENERAL TRUCKING
SUPPLEMENTAL
AGREEMENT**

Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, ~~2008~~ 2013 to March 31, ~~2013~~ 2018 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

PREAMBLE

ABF FREIGHT SYSTEMS, INC.

(Company)

hereinafter referred to as the Employer and the New Jersey-New York Area Freight Council, and Local Union No._____, 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 Supplemental Agreement is supplemental to and becomes a part of the **ABF Master Freight Agreement**, ~~Master Freight Agreement~~, hereinafter referred to as the “Master Agreement” for the period commencing April 1, **2013**, ~~2008~~, 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 **ABF** National Grievance Committee.

ARTICLE 40 – SCOPE OF AGREEMENT - *No Change*

ARTICLE 41

Section 1. New Employees- *No Change*

Section 2. Checkoff- *No Change*

Section 3. Blacklist- *No Change*

Section 4. Hiring Additional Men- *No Change*

Section 5. Supervisory Personnel/Working Supervisor

~~Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of the employees covered by this Agreement, except for purposes of instruction, or in accordance with Article 9.~~

ADD: This provision supersedes any other related Article contained in the Agreement.

The Employer agrees that the function of a supervisor is the supervision of employees and not the work of the employees they supervise.

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

ARTICLE 42 – STEWARDS - *No Change*

ARTICLE 43 – LEAVE OF ABSENCE - *No Change*

ARTICLE 44 - SENIORITY - *No Change*

ARTICLE 45 - JOINT GRIEVANCE COMMITTEES

Section 1. Joint Area Committee

(a) The Employers and the Local Unions shall together create a Joint Area Committee. A Joint Area Committee shall consist of an equal number of members and alternates as designated by the Employers **ABF** and Local Unions, parties to the **ABF** New Jersey-New York Area General Trucking Agreement. ~~but not less than three (3) from each side.~~ **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).** Each member and alternate's name shall be registered with the Secretary of the Joint Area Committee. The Joint Area Committee shall establish the rules of procedure to govern the conduct of its meetings.

The Joint Area Committee, in accordance with the procedures established in Article 46 of this Agreement and the **ABF Eastern Region Grievance Procedure Memorandum of Understanding**, shall have jurisdiction over disputes and grievances involving the Employers and Local Unions which cannot be settled. The Joint Area Committee shall review and approve rules of procedure solely for the purpose of assuring that consistent procedures will be followed and adequate records kept. Any proposed Change of Operations affecting two Locals within the **ABF** New Jersey-New York Supplemental Agreement must come before the Joint Area Grievance procedure for approval.

~~(b) Competitive Equity—The parties to this Agreement agree to maintain conditions of employment, wages, etc., as set forth herein, at the highest standard in effect at the time of execution of this Agreement, and to preserve the essence of this Agreement. The Joint Area Committee shall have jurisdiction to hear and determine grievances or claims brought by any party to this Agreement alleging violation of this Section 2(b). The Joint Area Committee shall hear and determine whether or not the local union and/or employer involved in the grievance is guilty of violating this Agreement by maintaining substandard wages, health, welfare and/or pension contributions, conditions of employment and/or other practices detrimental to the best interests of the industry and the integrity of the Labor Agreement. The Joint Area Committee may impose such sanctions or grant such relief as it may deem necessary, or just and equitable, to carry out the intent and purpose of this Agreement.~~

~~(1) All signatory Employers hereby agree to immediately present either upon demand or pursuant to Joint Area Committee decision, all Company operation, payroll, and health, welfare and pension contribution records requested by the Committee.~~

~~(2) All signatory Local Unions hereby agree to immediately present to this Joint Area Committee, either upon demand, or pursuant to Joint Area Committee decision, any contracts and records of wages, hours, or conditions of employment which are applicable to any or all of~~

~~the operations of any signatory Employers which are subject to the provisions of the National Master Freight Agreement and/or the New Jersey New York Supplemental Agreement. This applies to general freight only and not specialized movements. Any dispute on this question shall be determined by the Joint Area Committee whose decision shall be final and binding.~~

(3) All decisions rendered by the Joint Area Committee shall be final and binding upon the parties. Deadlocked cases will be submitted to the ABF Eastern Region Joint Area Committee for final and binding decision.

Section 2. Eastern Region Joint Area Committee

The Employers and the Local Unions shall together create a permanent ABF Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This ABF Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location: as per the ABF Eastern Region Grievance Procedure MOU.

The Committee shall also act as final authority, except as otherwise provided in Articles 8 and 46 of this Agreement, on all matters involving questions of the meaning or import of any clause or provision of this Agreement, decisions which would have general application to ~~the majority of~~ Employers ABF and Local Unions who are parties to this Agreement.

Section 3. Contiguous Territory- *No Change*

Section 4. Function of Committees- *No Change*

Section 5. Attendance- *No Change*

Section 6. Examination of Records - *No Change*

Section 7. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the ABF National Agreement shall be referred to the ABF National Grievance Committee.

Section 8. Moving Expenses - *No Change*

ARTICLE 46 – GRIEVANCE PROCEDURE AND UNION LIABILITY

Section 1.

The Union and the Employer agree that there shall be no strike, lockout, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Union involved. All grievances must be made known to the other party within five (5) days, excluding Saturdays, Sundays, and holidays, after the reason for such grievance has occurred. The five (5) day requirement does not apply to grievances involving wages, seniority and fringe benefits after the Union has secured knowledge of the grievance. In the event that the Employer and the Union involved are unable to adjust the matter, the dispute shall, within two (2) days, excluding Saturdays, Sundays and holidays, after the request of either party, be reduced to writing and referred to the Joint Area Committee and the following procedures shall then apply:

(a) Where a dispute concerns a matter of discharge the Employer and the Union shall submit the matter to the ABF NJ/NY Joint Area Committee, with the exception of Teamsters Local 560. Any discharge case concerning the Employer and Teamsters Local 560 shall be submitted to final and binding arbitration. ~~Any discharge case involving the Employer and Local 807 shall be submitted to final and binding arbitration to the "New York City Trucking Arbitration Authority.~~

If a discharge case is deadlocked at the ABF New Jersey/New York Joint Area Committee, it shall be referred to final and binding arbitration as set below. In cases of voluntary or involuntary quit, such dispute(s) may be submitted to the Joint Area Committee for decision. In the event a case involving a voluntary or involuntary quit is deadlocked by the Joint Area Committee, such case must then be referred to arbitration as set forth below in this Article. Such arbitration shall be selected through the following procedures:

The New Jersey State Mediation Service in cases involving Locals 469, ~~478~~, 560, ~~617~~, 641 and 701.

~~In cases involving Locals 240, 282, 456, 868, 805 and 1205 the Arbitrator or Arbitration Association will be selected by mutual agreement of the Local Union and Employer.~~

In cases involving Locals 445, 707 ~~and 814~~, either the American Arbitration Association or by mutual agreement a staff Arbitrator 166 of the New York State Board of Mediation or the New York State Board of Mediation. The choice of the arbitration agency shall be made by the Union; and the Employer agrees to abide by the choice made by the Union.

~~In cases involving Locals 202 and 806, the arbitrating authority is the New York State Board of Mediation.~~

Within fourteen (14) days of conclusions of the arbitrator's hearing, the arbitrator shall mail, by registered mail, to all parties involved, a copy of his decision or award. Failure of any party involved to comply with such decision or award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by Section 1 of this Article, notwithstanding any action taken to set aside, confirm, modify, or enforce such decision or award, until such time as the award is actually vacated, it being the intention of the parties that decisions and awards rendered pursuant to the procedures set forth in this Article be

complied with immediately regardless of any legal proceedings. If, however, the Employer and Union agree that a dispute relative to discharge be submitted to the Joint Area Committee, the majority decision of that Committee will be final and binding on all parties. In the event such Joint Area Committee is deadlocked, the matter shall be submitted to final and binding arbitration by the Joint Area Committee as set forth above.

All time lost by the employees engaged in economic action because of an Employer's failure to abide by a decision made pursuant to this Article shall be reimbursed by the Employer, provided that if there is a dispute as to the amount of reimbursement, such dispute must be resubmitted to the Arbitrator or the appropriate Joint Committee.

Notwithstanding the provisions of Article 32, Section 2 of the ABF National Master Freight Agreement, it is agreed that for the Unions and Employers covered by this ABF New Jersey-New York Area General Trucking Supplemental Agreement all disputes involving Article 32, Section 1 of the National Master Freight Agreement shall be deemed arbitrable before the Eastern Region Joint Area Committee subject to such appeals as are otherwise provided for in this Supplemental Agreement.

(b) Where the Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the ABF Eastern Region Joint Area Committee. Such decision shall be final and binding on both parties with no further appeal.

(c) Decision shall be issued on cases submitted to the Joint Area Committee within fourteen (14) days after such submission, unless otherwise mutually agreed. A pay award of the Joint Area Committee, or a pay claim resolved between the Local Union and the Employer shall be paid no later than the second (2nd) regular pay day after the Employer has received notice of the decision and award from the Joint Area Committee, or agreed to such pay claim settlement in writing. Abuse of this provision may subject the Employer to penalty pay.

The term "regular pay day" means the next regular pay day for the week in which the Employer receives notice of the decision and award from the Committee.

(d) Where the Joint Area Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the ABF Eastern Region Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision, by majority vote, settles a dispute such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

(e) Joint Area Interpretation Committee

It is agreed that all matters pertaining to the interpretation of any provision of this Supplement, as defined in Article 45, shall be referred to the Joint Area Interpretation Committee by the Local Union or the Employer.

The Joint Area Interpretation Committee shall be made up of an equal number of Union representatives and Employer representatives who shall be members of the Negotiating

Committee. Failure of the Joint Area Interpretation Committee to agree shall subject the matter to determination by the **ABF** Eastern Region Joint Area Committee.

(f) Deadlocked cases may be submitted to umpire handling if a majority of the Eastern Region Joint Area Committee determines to submit such matters to an umpire for decision. Otherwise, either party shall be permitted all legal or economic recourse.

(g) Failure of any Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Articles 8 and 46.

(h) In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, or failure to comply with the majority decisions, no interpretation of the Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Where a strike is alleged to be in violation of this Agreement or any law including but not limited to violations of Sections 301 or 303 of the Labor Management Relations Act, all issues of liability and damages shall be resolved pursuant to the grievance procedure.

(i) The procedures set forth herein may be invoked only by the Union's authorized representative or the Employer.

(j) The decisions of the Joint Area Committee, the **ABF** Eastern Region Joint Area Committee and the arbitrators appointed in accordance with the procedures set forth herein shall be final and binding on all parties involved, and employee(s) affected. Such Committees or arbitrators shall not be empowered to add to or subtract from this Agreement or render any decision in conflict with the Agreement or which modifies this Agreement in any way. Such Committees or arbitrators may, in cases involving disciplinary action including discharge, sustain any discharge or suspension or disciplinary action or modify such discharge, suspension or disciplinary action as they may deem just and equitable.

Section 2. Interpretation of Grievance Procedures *No Change*

Section 3. Time for Taking Appeals - *No Change*

Section 4. - *No Change*

ARTICLE 47 - DISCHARGE OR SUSPENSION

Section 1. Warning Notice- *No Change*

Section 2. Causes for Discharge

The only causes for immediate discharge of an employee shall be for proven theft of money, goods, or merchandise during working hours, proven drunkenness, or proof of being under the influence of liquor or drugs during working hours, calling an unauthorized strike or walkout, assault on Employer or his representative during working hours, failure to report an accident which the employee would normally be aware of, proven recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers in the vehicle while on duty, engaging in unauthorized transportation of merchandise or goods for personal gain during working hours, possession of firearms on company property or equipment. Although theft of time shall not be cause for immediate discharge, it is recognized as an offense for which severe disciplinary measures may be invoked. When an employee is discharged, the Employer shall notify the Union in writing.

(a) Drug Intoxication

The decision of the National Grievance Committee relating to illegal drug induced intoxication is hereby incorporated by reference in this Agreement. Refusal of the employee to participate in the testing procedure provided therein shall constitute a presumption of drug intoxication and shall constitute the basis of discharge without the receipt of a prior warning letter.

(b) Leave of Absence - Alcohol and Drug Use

Refer to Article 35, Section 3 and Section 4 of the **ABF** NMFA.

(c) The provisions of this Section shall not apply to the probationary employees.

Section 3. Appeal from Discharge or Suspension - *No Change*

Section 4. Separation of Employment

In accordance with Article 23 of the **ABF** National Master Freight Agreement, earned vacation time shall be included in such payment.

ARTICLE 48 – BONDS - *No Change*

ARTICLE 49 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check within twenty-four (24) hours to the employee at the address designated by the employee.

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term "regular pay day" means the next regular pay day for the week in which the pay shortage or overage is verified.

The Provisions of Article 17 in the National shall supersede the language of this Article.

ARTICLE 50 – JOB DUTIES AND CLASSIFICATIONS - *No Change*

ARTICLE 51 – WAGES - *No Change*

ARTICLE 52 - WORKDAY AND WORKWEEK –

Section 1. Regular Workday and Workweek

(a) Eight (8) consecutive hours, exclusive of a meal period as specified in Article 53 of this Agreement shall constitute a regular day's work, Monday to Friday, inclusive, except as otherwise specifically provided for in this Agreement.

(b) Employees assigned to work each day, Monday to Friday inclusive shall be guaranteed a minimum of eight (8) hours of work or pay, except as otherwise specifically provided for in this Agreement.

(c) Wherever used throughout this Agreement, a "day's pay" or "a regular day's pay" shall be understood to mean pay equivalent to eight (8) hours at the employee's regular straight time hourly rate, according to his wage classification, except as may otherwise be specifically provided in this Agreement.

(d) Platform employees when requested by the Employer, are required to work past the regular quitting time at the overtime rates set forth herein. The Union shall have the right to file a

grievance against Employers who consistently require platform employees to work excessive overtime.

(e) Workweek of Four (4) - Ten (10) Hour Days Monday through Friday

The Employer shall have the right to bid employees on a four (4) day bid job per week at not less than ten (10) hours per day provided:

(1) Lunch hour for employees on a four (4) day bid job shall be the same as the 7 and 8 a.m. starting time as shown in Article 53, Section 2.

(2) The bid shall consist of a minimum of five (5) employees, unless the Employer and the Local Union mutually agree to a lesser number of employees per bid;

(3) Unless otherwise mutually agreed between the Employer and the Local Union, the first two (2) bid employees shall work four

(4) consecutive days within the workweek while the next three (3) bid employees may be required to work four (4) nonconsecutive days within the workweek, with not more than one (1) day off between scheduled work days. If more than five (5) employees are needed on the bid then the same system shall be used, i.e. the sixth (6th) and seventh (7th) employees shall work consecutive days in the workweek while the next three (3) may be required to work nonconsecutive days within the workweek, etc; (4) Employees working under the provisions of this subsection (e) shall be paid ten (10) hours for the holidays described in Article 57, Section 1, at the applicable straight time hourly rate. Notwithstanding the provisions of Article 57, Section 2, any employee covered by this subsection (e) who is not ordered to work on the holiday, shall receive holiday pay provided he worked the scheduled work day before and the scheduled work day following the holiday.

(5) Overtime shall be paid at time and one-half (1 1/2) for all work performed in excess of ten (10) hours per day. Pay for lunch shall be as provided for in Article 52, Section 1(e)(1) above;

(6) When the holiday falls on a regular scheduled workday, the employee shall retain his regular seniority position and shall be paid in accordance with Article 52, Section 2(b) in addition to holiday pay of ten (10) hours. The Employer shall have no obligation to work an employee when the holiday falls on a non-scheduled workday or when an employee fails to report for work on a scheduled workday in a non-holiday week;

(7) The provisions contained in this Supplement with respect to sick days, jury duty and bereavement leave shall apply to all employees working under the provisions of this subsection (e), but said employees shall receive ten (10) hours straight time pay for any such days with a maximum of forty (40) hours per week and no more than eighty (80) hours total maximum for jury duty;

(8) Health, Welfare and Pension contributions for work performed under this subsection (e) shall be for all straight time hours paid subject to a maximum of forty (40) hours per week, except as otherwise provided for in Schedule B;

(9) All bid jobs under this subsection (e) shall be guaranteed and may not be abolished or reduced unless seven (7) calendar days' notice is posted to such effect prior to the effective date of such abolishment or reduction;

(10)-Starting times may be bid at 6, 7, 8 or 9 a.m. or 12 noon.

The number of start times in effect today will remain. In addition to the existing number of start times, the Company will be allowed to add three (3) additional start times in a twenty-four (24) hour period. There shall be no more than 12 total start times unless such times currently exist in any given location.

(Examples: If a location currently has five (5) start times, they would be allowed to have eight (8) start times. If a location has six (6) start times they could go to nine (9). If a location has ten (10) start times they could go to twelve (12). These start times include all local cartage, dock, hostler classifications.)

Additional starting times may be bid by mutual agreement between the Employer and the Local Union.

(11) The Employer may replace bid employees working under this subsection (e) when they are absent for a full workweek. Such replacement employees shall be worked and paid for under the same provisions as said bid employees. Replacement employees hired on a daily basis shall be paid on an eight (8) hour daily rate.

(12) An employee shall receive one (1) day of vacation eligibility (Article 56, Section 2) and/or one (1) day of vacation entitlement (Article 56, Section 3) for each ten (10) hour day worked under this subsection (e), except that an employee who receives wages for a full four (4) day, ten (10) hour workweek shall receive five (5) days credit for such vacation eligibility and entitlement. An employee shall receive 1.25 days vacation credit for each ten (10) hour day worked and other entitlements.

Section 2. Overtime and Sunday and Holiday Pay

(a) Overtime - Monday to Friday and Saturdays.

(1) All hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, shall be paid for at the rate of time and one half (1 1/2), except as provided for in subsection (e) of Section 1 above.

(2) Employees who begin work on Saturday shall be paid at the rate of time and one-half the straight time hourly rate until relieved from duty, with a minimum of five (5) hours, twenty (20) minutes work or pay. In operations where employees receive a greater guarantee, Article 6, Maintenance of Standards, shall apply.

(b) Sunday and Holiday Pay

(1) All hours worked on Sunday shall be paid for at the rate of double straight time, with a minimum guarantee of eight (8) hours' work or pay. All hours worked in excess of eight (8) hours on a Sunday shall be paid for at the rate of three times the straight time hourly rate.

(2) All hours worked on any of the holidays listed in Article 57 of this Agreement (except such holidays as fall on Saturday) shall be paid for at the rate of time and one-half times the straight time hourly rate, plus holiday pay, with a minimum guarantee of eight (8) hours work or pay, except as otherwise provided in subsection (e) of Section 1 above. All hours worked in excess of eight (8) on any such holiday shall be paid at the rate of three times the straight time hourly rate, except as otherwise provided in subsection (e) of Section 1 above. Senior employees may refuse to work on a holiday, however, all jobs must be covered by junior men on the seniority list.

(3) Employees who are assigned to work on an evening prior to a holiday, and whose work ends on a holiday, shall work the hours necessary to complete that day's work at the regular rate of that day, and the regular overtime rate shall be paid thereafter until the regular starting time of the next day, at which time the holiday overtime hourly rate shall apply until he completes his work.

(4) Employees assigned to work on a Sunday evening, or the evening of a holiday (except where the holiday falls on Saturday in which case paragraph (5) shall apply) and whose work ends on the following day, shall be paid at the Sunday or holiday rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours, they shall be paid at the overtime rate applicable for that day. Maintenance of Standards shall apply.

(5) All hours worked on Saturday that is a holiday shall be paid at the rate of time and one-half straight time, plus the holiday pay, with a minimum guarantee of five (5) hours and twenty (20) minutes work or pay. Hours worked in excess of eight (8) on such holiday Saturday shall be paid for at the rate of three (3) times the straight time hourly rate.

Section 3. Starting Time

(a) A regular day's work may be assigned at 6, 7, 8, or 9 a.m. and/or 12 noon starting time to be computed from the time of the employee's arrival at the Employer's terminal until leaving same, (premium days included). Notwithstanding anything contained in this Section, presently existing different starting times may be continued by the Employer.

The number of start times in effect today will remain. In addition to the existing number of start times, the Company will be allowed to add three (3) additional start times in a twenty-four (24) hour period. There shall be no more than 12 total start times unless such times currently exist in any given location.

(Examples: If a location currently has five (5) start times, they would be allowed to have eight (8) start times. If a location has six (6) start times they could go to nine (9). If a location has ten (10) start times they could go to twelve (12). These start times include all local cartage, dock, hostler classifications.)

(b) Except as provided in subsection (c) below, if an employee is required to report for work before 6 a.m., he shall be paid for such period at the overtime rate applicable for that day. Where an employee is required to report for work at 9 a.m., or any time thereafter, the starting time shall be as set forth in Section 2 of Article 51 or subsection (c) below, whichever is applicable.

(c) The Employer may bid regular jobs with a 9 a.m. and/or 12 noon starting time. The Employer may not require a regular seniority employee who was not put to work at 8 a.m., to remain for available work at 9 a.m., unless his starting time for the day is from 8 a.m. (provided the employee did not report late). Non-seniority employees may be started and paid from 9 a.m. The Employer shall have the right to designate the available work for the 9 a.m. starting time.

(d) A non-bid seniority employee who starts at 6:00 a.m. on any day after Monday shall finish the week on a 6:00 a.m. start.

(e) Notice of reduction and/or abolishment of the 6 a.m., 9 a.m. or 12 noon starts shall be posted no later than forty-eight (48) hours before the effective date of such abolishment and/or reduction, exclusive of Sunday, Saturday or a holiday.

(f) In the absence of seniority selection of posted bids, the Employer shall have the right to assign qualified employees to the posted bid in the reverse order of seniority. Bid men who are unable to report for their respective starting time must give the Employer sufficient notice under the circumstances so as to allow the Employer a reasonable time to obtain a replacement.

(g) Except as otherwise provided in this Agreement, any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union, except as provided in this Agreement. In the event the Union and the Employer are unable to agree on the change of starting time(s), the issue may be submitted to the grievance procedure.

(h) LATE REPORT: Employees late for assignments shall be placed at the bottom of the seniority list for that day. This applies only to employees on the 8:00 a.m. shape, not to employees on bid starts.

Section 4. No Change

Section 5. Relief from Duties *No Change*

Section 6 – Emergency Conditions: *No Change*

ARTICLE 53 - MEAL PERIOD

Section 1. Length - *No Change*

Section 2. Time - *No Change*

Section 3. Work During Meal Period- *No Change*

Section 4. *No Change*

Section 5. ~~Coffee Breaks~~ Break Times

All locations that currently have two (2) fifteen (15) minute breaks will be reduced to two (2) ten (10) minute breaks, unless otherwise required by law. Exceptions are straight 8's and 4-10 hour shifts, for which breaks will remain the same.

There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.

~~It is understood the principle of a coffee break conforms with past practices in the industry. The coffee break will conform with Employer's rules and regulations. It is also understood that employees must not abuse this privilege.~~

~~ARTICLE 54 - LEASED OR HIRED EQUIPMENT (OWNER-OPERATORS)~~

~~Section 1.~~

~~For the purposes of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by the Joint Area Committees. Owner operators shall be deemed employees within the bargaining unit of this Agreement.~~

~~The minimum requirement rental rate shall produce the minimum cost of operating the equipment but in no event shall be less than seven dollars (\$7.00) per hour. The equipment rental rate is in addition to the full drivers' wages and allowances including guarantees, health, welfare and pension contributions, vacation benefits, holidays and other fringe benefits.~~

~~The maximum number of local cartage owner drivers which any Employer is permitted to utilize at each of its terminals within the area of this Agreement shall never exceed 5% of the total number of driver employees of said Employer at each terminal. As an owner operator leaves the employ of an Employer under this Agreement the Employer shall replace the equipment of the owner driver with company owned equipment.~~

~~Section 2.~~

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

~~Owner drivers shall not be used until all available and appropriate equipment of the Employer is working. Whenever any owner driver is engaged the Employer must, in compensating such owner driver separate the payment for truck rental from the wages paid to him for personal services, so that the sum of money paid him for personal services is not less than what would be received by such owner driver as wages in accordance with the wage rates set forth in Appendix A of this Agreement, as an employee of the Employer. Employer's time and pay records, relating to owner drivers, shall be open for the inspection of Union representatives. Owner drivers shall be covered by all provisions and receive all benefits provided for in this Agreement including, but not limited to, wages, health and welfare, pension, holidays, vacations and starting time and shall "punch in" "punch out" their own time cards at the Employer's terminal(s) or garage(s) and as provided in Article 52.~~

~~Section 5.~~

~~The Employer shall maintain at each terminal a list of said owner operators which shall include their seniority dates.~~

~~Section 6.~~

~~(a) All certificated or permitted carriers, hiring or leasing equipment owned and driven by the owner driver, shall file a true copy of the lease agreement covering the owner driven equipment with the Joint Area Committee. The terms of the lease shall cover only the equipment owned and driven by the owner driver and shall be in complete accord with the minimum rates and~~

~~conditions provided herein, plus the full wage rate and supplementary allowances for drivers as embodied elsewhere in this Agreement.~~

~~(b) All provisions of the National Master Freight Agreement relating to owner operators shall apply. In addition, the minimum rate for leased equipment owned and driven by the owner operator shall be:~~

~~Single Axle Tractor Only (effective April 1, 2003)~~

~~0 to 20,000 lbs. 36.2 cents per mile
20,001 to 25,000 lbs. 38.3 cents per mile
25,001 to 30,000 lbs. 40.5 cents per mile
30,001 lbs. And over 43.7 cents per mile~~

~~Single axle tractors when utilized to pull double bottoms will be paid under the tandem axle tractor rate schedule.~~

~~Tandem Axle Tractor Only (effective April 1, 2003)~~

~~0 to 25,000 lbs. 39.7 cents per mile
25,001 to 30,000 lbs. 41.7 cents per mile
30,001 to 35,000 lbs. 44.3 cents per mile
35,001 to 40,000 lbs. 47.3 cents per mile
40,001 to 45,000 lbs. 50.5 cents per mile
45,001 lbs. And over 52.7 cents per mile~~

~~Single Axle Trailer and 40 to 53 foot tandem trailer only: Effective April 1, 2003: 6.25 cents per mile (with \$8.00 minimum daily guarantee).~~

~~Tandem Axle, 40 foot or over, trailer only:~~

~~Effective April 1, 2003: 7.25 cents per mile (with \$10.00 minimum daily guarantee)~~

~~Minimum daily guarantee for trailers does not apply to Saturday, Sunday or Holidays. It applies to either the first day or last day of use, but not both.~~

~~The above rates also apply to deadheading.~~

~~Nothing herein shall apply to leased equipment not owned by the driver. The minimum rates set forth above result from the joint determination of the parties that such rates represent only the actual cost of operating such equipment. The parties have not attempted to negotiate a profit for the owner operator.~~

~~The parties agree that the above rates are established for the use of normal freight industry equipment. In the event specialized equipment is required, the rates will be established by the committee referred to in Article 22.~~

ARTICLE 55 – TRAVEL TIME AND EXPENSES *No Change*

ARTICLE 56 – VACATIONS

Section 1. Qualifying Period *No Change*

Section 2. Time Credited *No Change*

Section 3.

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees hired on or after April 1, 1982, shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum: First two (2) years of employment, up to a maximum of ten (10) days' vacation for each year. Three (3) years of employment and after, the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30 of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employee (with less than three (3) years' seniority).

All employees with fifteen (15) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

All employees with twenty (20) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

Effective April 1, 2004 all employees with thirty (30) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30.

Any employee who earns 10 days vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 5 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1.

Where there is a greater vacation schedule in effect at present than set forth above in this Section, such schedule shall continue.

An additional hour's pay shall be given to each employee for each credited day of vacation earned, up to a maximum:

Effective April 1, 2008, April 1, 2009, April 1, 2010, April 1, 2011 and April 1, 2012

one year –	five hours
two years –	ten hours
ten years –	fifteen hours
fifteen years –	twenty hours
twenty years –	twenty-five hours
thirty years –	thirty hours

The anniversary date determining the years of service shall be September 30.

(a) **The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one (1) week.**

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

Section 4. Vacation Pay *No Change*

Section 5. Vacation Period *No Change*

Section 6. Posting of Schedule *No Change*

ARTICLE 57 – HOLIDAYS - *No Change*

ARTICLE 58 – HEALTH, WELFARE & PENSION

Section 1.

(a) The Health, Welfare and Pension contributions shall be increased as follows:

(b) The Employer hereby agrees to contribute to the appropriate health, welfare and pension funds for those Local Unions in the Jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73, the following amount per hour in accordance with the provisions outlined in Schedule “B” attached to this Agreement and by reference made a part thereto:

In the jurisdiction of Local Unions ~~478~~ and 701, the Employer hereby agrees to increase the contributions to the appropriate Local Union health, welfare and pension funds in the following amount per hour in accordance with the provisions outlined in Schedule “B” and by reference made a part thereto:

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer’s claim was bona fide.

Section 2. *No Change*

Section 3. *No Change*

Section 4. *No Change*

Section 5. *No Change*

Section 6. *No Change*

Section 7. *No Change*

Section 8. *No Change*

Section 9. *No Change*

Section 10.

The Joint Committee established pursuant to Article 20, Section 4, of the **ABF** National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health & Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

ARTICLE 59 – POSTING OF BONDS *No Change*

ARTICLE 60 – LOSS OR DAMAGE *No Change*

ARTICLE 61 – EXAMINATION & IDENTIFICATION FEES *No Change*

ARTICLE 62 – EQUIPMENT *No Change*

ARTICLE 63 – ACCIDENTS, SAFETY VIOLATIONS, ETC. *No Change*

ARTICLE 64 – SANITARY CONDITIONS

Garages or terminals of the Employers must provide sanitary conditions for employees covered by this Agreement. The Employer must furnish toilet facilities, hot and cold running water, and soap. **The Employer agrees to maintain clean restrooms and breakrooms on a regular basis throughout the day. All restrooms and breakrooms facilities shall be maintained and kept in proper working order.**

ARTICLE 65 – INSPECTION OF PAYROLL RECORDS *No Change*

ARTICLE 66 – ROAD OR LONG LINE OPERATIONS *No Change*

ARTICLE 67 – COMPANY RULES *No Change*

ARTICLE 68 – SUBCONTRACTING

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations 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 over-capacity, 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 work opportunity on the day the subcontracting occurs. 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 New Jersey/New York Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The New Jersey/New York Supplemental Subcontracting Committee shall be comprised of the union and employer Supplemental Chairmen, or their designees, of the New Jersey/New York Supplemental 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:

- a. Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor.
- b. Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted.
- c. Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

- (1) preserving work and job opportunities for the employees covered by this Agreement.
- (2) protecting the standards of employment covered by this Agreement; and
- (3) recapturing lost job opportunities; all to the maximum extent legally possible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or

services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(B) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and conditions of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identify of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area, that is not being regularly served, pier delivery or garment center.

In order to protect the economic terms and conditions of employment of this Agreement, the respective Union may request from the Employer, within 90 days following ratification of this Agreement, the economic terms and conditions of employment paid by its subcontractors to the NJ/NY Supplemental Subcontracting Committee for review.

ADD: Side Letter on Hiring

ARTICLE 69 – BREAKBULK OPERATIONS

Section 1. Operations Covered *No Change*

Section 2. Casual and Probationary Employees *No Change*

Section 3. *No Change*

Section 4.

(a) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular employees on the active seniority list to be established on a weekly basis commencing with the start of the workweek. Determination of the number to which the guarantee shall apply is based on the cumulative number beginning work at the start of each of the flexible workweeks. When an employee absents himself for any reason, it shall break the guarantee.

(b) The Employer shall establish three (3) regular starting times for bid purposes. Those starting times shall be 7:00 a.m., 3:00 p.m. and 11:00 p.m.

In addition to the above, there may be an additional three (3) starting times utilized by the Employer; however, he must designate them at the time of the semi-annual bids.

The number of start times in effect today will remain. In addition to the existing number of start times, the Company will be allowed to add three (3) additional start times in a twenty-four (24) hour period. There shall be no more than 12 total start times unless such times currently exist in any given location.

(Examples: If a location currently has five (5) start times, they would be allowed to have eight (8) starttimes. If a location has six (6) start times they could go to nine (9). If a location has ten (10) start times theycould go to twelve (12). These start times include all local cartage, dock, hostler classifications.)

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*

Section 12. *No Change*

ROAD OPERATION

Section 13. *No Change*

Section 14. *No Change*

Section 15. *No Change*

Section 16. *No Change*

Section 17. *No Change*

Section 18. *No Change*

Section 19.

Section 20. *No Change*

Section 21. *No Change*

Section 22. Holiday and Vacation Pay for Road Drivers

(a) Road Employees Holiday

Road drivers who are dispatched on a holiday shall be paid trips at the prevailing rates plus twelve (12) hours pay at the prevailing hourly rate for the holiday only. Road drivers working into or out of any holiday shall be entitled to the holiday pay as described in the National interpretation.

(b) Road Employees Vacation

In order to be eligible for a road vacation a regular seniority employee must have been a road driver for the entire contract year prior to the vacation period. If the regular seniority employee worked any time as an hourly employee during the contract year, then he will be paid an hourly vacation as outlined in Article 56.

A non-seniority (casual) road driver will earn and be paid vacation as outlined in Article 56.

Any employee who earns 10 days vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1. Road drivers on lay down bids shall be required to take vacation in two (2) day increments where applicable.

(1) Qualifying Period

The qualifying period for the 2009 vacation shall be April 1, 2008 to March 31, 2009. The qualifying period for the 2010 vacation shall be April 1, 2009 to March 31, 2010. The qualifying vacation period for the 2011 vacation shall be April 1, 2010 to March 31, 2011. The qualifying vacation period for the 2012 vacation shall be April 1, 2011 to March 31, 2012. The qualifying vacation period for the 2013 vacation shall be April 1, 2012 to March 31, 2013.

(2) Time Credited

In determining vacation entitlements, all road tours paid for, including but not limited to paid holidays, and paid vacation days, paid sick days, paid funeral days, and paid jury duty days shall be counted as days worked.

An employee receiving benefits under Workman's Compensation will be credited for lost days if he otherwise would have had work opportunity with his Employer for the vacation qualifying period in which the injury occurred.

In no case, however, shall an employee be entitled to vacation unless he actually works at least thirty (30) road tours in the qualifying period. Once he has worked thirty (30) days then paid sick, paid vacation, paid holiday, paid funeral leave and paid jury duty days are used for eligibility.

If during any week an employee is unable to work a full week because of Federal or State regulations, he shall be credited with a full week's work.

For vacation eligibility purposes paid vacation days shall be considered as days worked according to the following schedule.

Employees who have celebrated their third (3rd) anniversary by September 30th – up to and including five (5) days. Employees who have celebrated their tenth (10th) anniversary by September 30th – up to and including ten (10) days. Employees who have celebrated their fifteenth (15th) anniversary by September 30th – up to and including twenty (20) days.

Employees who have celebrated their twentieth (20th) anniversary by September 30 – up to and including twenty-five (25) days. Employees who have celebrated their thirtieth (30th) anniversary by September 30th – up to and including thirty (30) days.

Seniority retained in the event of a transfer, merger, acquisition, purchase or sale, pursuant to Article 1, Section 3, or Article 5 shall be computed in determining years of seniority for the purpose of Section 3 below.

(3) Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days

211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the vacation schedule in this Article, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date, to the additional vacation earned, in accordance with the above schedule.

All non-seniority employees (casuals) shall earn an hourly vacation on the above schedule up to a maximum of ten (10) days vacation.

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5 days) vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 10 days). Effective April 1, 2004, employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5 days) of vacation (maximum of 15 days).

Time lost due to leave of absence or suspensions is not included for eligibility.

By using September 30th as the determining date in the current year for eligibility this means that employees hired in October, November and December will not be due the additional contractual benefits until the following year. (Employee hired 6/30/63 will be due 2 weeks additional vacation due 20 year employees for his 1983 vacation. Employee hired 11/30/63 will not be due the 2 weeks until his 1984 vacation).

- (a) **The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one (1) week.**
- (b) **Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.**

(4) Vacation Pay

(a) Vacations shall be paid on the basis of one-fifty-second (1/52) of gross earnings for the previous contract year (vacation qualifying period) but not less than forty (40) hours at the regular rate of pay.

(b) Employees that earn less than full weeks of vacation will be paid a daily rate based on 1/5 of 1/52 of gross earnings for each day. Example = Employee works 90 days = 3 days vacation = Paid 3/5 of 1/52 earnings for 3 days vacation time off.

(c) If, during the contract eligibility period, the employee is off work due to a valid on-the-job injury for a period of one (1) week, layoff for a period of one (1) week or a personal illness supported by verifiable medical evidence for a period of two (2) weeks, the 52 weeks is reduced by the number of work-comp, lay-off or verified personal illness weeks. Any period of on-the-job injury or layoff of less than one (1) week (7 consecutive days) or verified personal illness less than two weeks (14 consecutive days) is not used to make up the one (1) or two (2) week period.

(d) In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate in accordance with State/Federal regulations.

(e) Payment for vacation will be on an as taken basis. Each employee is to receive payment only for the number of weeks for which he/she is scheduled to be off work at that time.

(5) Vacation Period

(a) If any of the holidays named in Article 54 of this Agreement occur during an employees vacation period, he shall have the choice of taking an extra day with holiday pay, or being paid the holiday pay for the day in lieu of time off.

(b) The Employer shall not make unavailable to an employee in selecting his vacation, any week within which a holiday falls during the vacation period.

(c) The period beginning April 15 and ending October 15, shall constitute the regular vacation period. Vacations may be taken before or after the regular vacation period by mutual agreement between the Employer and the Employee.

(d) The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employers business. Preference as to vacation period shall be given to the senior men.

(e) All vacation earned must be taken by the employees, and no employee shall be entitled to vacation pay in lieu of vacation, unless by mutual agreement of the Union and the Employer. Vacations may be taken outside of the regular vacation period, provided, however, the Employer may not exclude weeks in which a holiday(s) falls.

(f) Time off for the current year cannot be taken prior to April 1st and cannot be held past the following March 31st.

(6) Posting of Schedule

The Employer shall post the vacation schedule no later than April 1st of each year.

(7) Terminations

Employees that resign or retire are due any unused vacation earned on the previous April 1st and any accrued vacation for the current year based on number of tours worked from April 1st to the time of resignation or retirement.

Discharged employees are subject to the provisions of the National Master Freight Agreement Article 23.

Section 23. Paid-For Services *No Change*

Section 24. Interpretation Committee *No Change*

Section 25. *No Change*

ARTICLE 70 – LOCAL UNION 701 AGREEMENT

I. Maintenance of Standards:

All conditions of employment contained in the current Local 701 Agreement expiring March 31, ~~2008~~ **2013** relating to wages, hours of work, fringe benefits and local general working conditions, and all established local past practices providing for better wages, hours and working conditions than those contained in the National Master Freight Agreement and Supplement shall be maintained at not less than the highest standard in effect at the signing of this Agreement. Such better conditions shall prevail notwithstanding the provisions of any other Agreement.

II. Eight (8) Hours Guarantee:

All employees identified herein above shall be guaranteed on any day, eight (8) hours when they report for work, Monday through Friday; Saturdays, Sundays and Holidays included.

III. Sunday, Holiday Overtime Rate:

Employees assigned to work on a Sunday evening or in the evening of a holiday (except where the holiday falls on Saturday, in which case paragraph following shall apply), and whose work ends on the following day, shall be paid at the Sunday or Holiday overtime rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours, they shall be paid at the overtime rate applicable for that day. All hours worked on Saturday that is a holiday shall be paid at the rate of

time and one-half straight time, plus the holiday pay, with a minimum guarantee of eight (8) hours paid at the rate of two and one-half (2-1/2) times the straight times hourly rate. Hours worked in excess of eight (8) on such Holiday Saturday shall be paid at the rate of three (3) times the straight time hourly rate.

IV. Fixed Starting Time:

The present starting times for night platform employees and drivers shall be continued during the term of this contract. Such employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time. Any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer unless approved by the Union. In the event the Union and the Employer are unable to agree on the change of starting time, the issue may be submitted to the grievance procedure.

The number of start times in effect today will remain. In addition to the existing number of start times, the Company will be allowed to add three (3) additional start times in a twenty-four (24) hour period. There shall be no more than 12 total start times unless such times currently exist in any given location.

(Examples: If a location currently has five (5) start times, they would be allowed to have eight (8) start times. If a location has six (6) start times they could go to nine (9). If a location has ten (10) start times they could go to twelve (12). These start times include all local cartage, dock, hostler classifications.)

V. Vacations:

All employees with fifteen (15) years or more of seniority shall receive four (4) weeks vacation providing they work at least sixty (60) days during the qualifying period. When the anniversary date of an employee's fifteen years of service falls within the vacation period, he shall not be entitled to the fourth week's vacation until after the anniversary date. If the anniversary date falls beyond the vacation period, he shall not be entitled to the benefits of this section until the next vacation period.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have twenty (20) years or more, shall be entitled to five (5) weeks' vacation with pay providing they have worked at least sixty (60) days as required above.

Effective April 1, 2004, all employees who have thirty (30) years or more shall be entitled to six (6) weeks' vacation with pay provided they have worked at least sixty (60) days as required above.

- (a) **The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one (1) week.**
- (b) **Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.**

VI. Term of Supplemental Agreement

Term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.

**NEW JERSEY NEW YORK
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT
COVERING EMPLOYERS OF PRIVATE,
COMMON AND CONTRACT CARRIERS
FOR THE PERIOD OF
APRIL 1, 2013 ~~2008~~ TO MARCH 31, ~~2013~~ 2018**

In the jurisdiction of the Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

ABF Freight Systems, Inc. _____

(Company)

Hereinafter referred to as the Employer and Local Union No. ____ 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 the Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes part of the National Master Freight Agreement hereinafter referred to as the National Agreement, and the New Jersey- New York Area General Trucking Supplemental Agreement for the period commencing April 1, ~~2008~~ 2013 and shall prevail over the specific terms of those Agreements only to the extent specifically provided herein.

ARTICLE 71 – SCOPE OF THE AGREEMENT

Section 1. Operations Covered

The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”) on the part of the employer within, into, and out of the Area and Territory described above.

This Supplemental Agreement is supplement to and becomes a part of the ABF Master Freight Agreement, hereinafter referred as the “ABF National Master Agreement”, and the ABF New Jersey – New York Area General Trucking Supplemental Agreement for the period commencing April 1, 2008 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 ABF National Grievance Committee.

A breakbulk terminal may be established upon the mutual agreement of the Employers and the Local Unions as long as such agreements are equal to the standards established by the Joint Area Committee, such standards are to be worked out within ninety (90) days of the signing of the ABF National Master Freight Agreement.

Section 2. Employees Covered *No Change*

Section 3. *No Change*

Section 4. *No Change*

ARTICLE 72 – SENIORITY

Section 1. Seniority Principal *No Change*

Section 2. Hiring additional Men *No Change*

Section 3. Loss of Seniority *No Change*

Section 4. Layoff and Recall *No Change*

Section 5. Special Applications *No Change*

Section 6. “House Concern” *No Change*

Section 7. Seniority in Bids *No Change*

Section 8. Call-in Time *No Change*

ARTICLE 73 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one week's pay shall be held on an employee. The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check within twenty-four (24) hours to the employee at the address designated by the employee.

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. The Employer shall make available to each employee either; electronic deposit, payroll debit card or paper check at the employee's discretion. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

With regard to pay shortages, the Company will take prompt, corrective action after notification and pay such shortage to the employee no later than the next pay period.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term "regular pay day" means the next regular pay day for the week in which the pay shortage or overage is verified.

The Provisions of Article 17 in the National shall supersede the language of this Article.

ARTICLE 74 – PAID-FOR-TIME *NO CHANGE*

ARTICLE 75 – LAYOVER AND LODGING *No Change*

ARTICLE 76 – DROPPING AND PICKING UP *No Change*

ARTICLE 77 – DELAY TIME *No Change*

ARTICLE 78 – VACATION

Section 1. Qualifying Period *No Change*

Section 2. Time Credited *No Change*

Section 3. Time Earned

All seniority employees covered by this Agreement shall receive vacation each year, according to the following schedule:

Days Worked	Vacation Days
30 days	1 day
60 days	2 days
90 days	3 days
120 days	4 days
125 days	5 days
135 days	6 days
145 days	7 days
155 days	8 days
165 days	9 days
175 days	10 days
187 days	11 days
199 days	12 days
211 days	13 days
223 days	14 days
235 days	15 days

All seniority employees shall enjoy vacation benefits in accordance with the above schedule, subject to the following maximum:

First two (2) years of employment = up to a maximum of ten (10) days' vacation for each year.

Three (3) years of employment and after = the regular vacation schedule shall apply provided the third (3rd) anniversary of employment falls prior to September 30th of that contract year, in which event the employee shall be entitled, after the anniversary date to the additional vacation earned, in accordance with the above schedule.

Any employee who earns 10 days vacation or more in a contract year may elect to take vacation time in one day increments, not to exceed more than 10 days in a vacation period, in accordance with the guidelines in Article 57, Section 1. Road drivers on laydown bids shall be required to take vacation in two (2) day vacations where applicable.

All non-seniority employees (casuals) shall not be afforded a greater vacation earning opportunity than a regular employer (with less than three (3) years seniority).

In addition to the above, employees with fifteen (15) years seniority by September 30th of the year of vacation are due an additional week (5) days vacation. Employees with twenty (20) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 10 days). Effective April 1, 2004 employees with thirty (30) years seniority by September 30th of the year of vacation are due an additional week (5) days of vacation (maximum of 15 days).

Time lost due to layoff, leave of absence or suspension is not included for eligibility.

- (a) **The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one (1) week.**

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

Section 4. Vacation Pay *No Change*

Section 5. Vacation Period *No Change*

Section 6. Posting of Schedule *No Change*

Section 7. Terminations *No Change*

ARTICLE 79 – HOLIDAYS *No Change*

ARTICLE 80 – METHOD OF DISPATCH *No Change*

ARTICLE 81 – TERM OF SUPPLEMENTAL AGREEMENT *No Change*

SCHEDULE A - SINGLE-MAN OPERATIONS

Section 1.

The rate of pay per mile for drivers based on mileage shall be as follows:

See National Economic Settlement

~~In cases where the mileage rate is greater than specified above, such rates shall remain in effect for the contract year April 1, 2008 through March 31, 2009.~~

The following rules and applications apply to doubles operations.

1. Mileage rate when pulling doubles (Twin 28 foot or shorter, Pup Trailers), will be two cents (.02) per mile over the existing mileage rate.
2. The double mileage rate will only apply when the driver is actually pulling doubles.
3. All drops and hooks performed by the driver shall be paid for as specified in Article 76 (a) of this agreement.

It is agreed to that should any Employer commence utilization of a twin 45 or 48 foot trailer operation or a triple (three (3), 28 foot or shorter trailers) operation, the parties will negotiate the terms and conditions of such operation. It is further understood that all other conditions of the Supplemental Agreement remain intact and in full force.

Section 2. Hourly Rates

See National Economic Settlement

When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased 1/2 cent per mile in the mileage rate and 15 cents in the hourly rate. Such increases are to apply only in driving time. Penalty rates shall apply to all types of ammunition, bombs, bullets, shells, shrapnel, war heads, powder, and flake T.N.T. that carry the term "FIXED". (The penalty shall not apply to "small arms ammunition" carrying the term (FIXED").)

Section 3. *No Change*

Section 4. Turn-Around *No Change*

Entry Rates (New Hires)

CDL Qualified Employees:

First day: 90% of top rate

1 year: 100% of top rate

SCHEDULE B

TWO-MAN OPERATION

It is understood that the ~~2013-2018~~~~2008-2013~~, **ABF National Master Freight Agreement** contains National Sleeper Cab Operations language (Article 8, Section 8) and that language shall apply to this Supplemental Agreement were it is silent and shall supersede this Supplement where a conflict exists.

Any disputes regarding the National Sleeper Cab language shall be filed with the National Sleeper Cab Grievance Committee as specified by the National Master Freight Agreement. Any dispute regarding the language contained in this Supplemental Agreement shall be subject to the grievance machinery contained in this Agreement.

Section 1. Mileage Rates of Pay

The following rate of pay shall prevail for the two-man operation:

See National Economic Settlement

Section 2. Pickup and Delivery and Delay Time

The rate of pay for pickup and delivery time shall be as follows:

See National Economic Settlement

Pickup and delivery shall be paid for at the full hourly rate for each man on duty, but shall not apply to the man whose log of the run shows he is on a rest period at the time the pickup or delivery is made. Full allowances for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified in this Agreement shall apply for each man. Both drivers on two-man operations shall receive the same rate of pay when delayed on pickup and delivery, except when backed up into the dock and ready to unload, at which time only the one man on duty shall receive the hourly rate of pay.

There shall be no allowance for time spent in taking fuel and oil en route between terminals. Flagrant abuse of free time shall constitute a violation of this Section and shall be subject to the grievance machinery of this Agreement.

Section 3. *No Change*

Section 4. Sleeper Cab Operations *No Change*

Section 5. *No Change*

Section 6. *No Change*

Section 7. *No Change*

Section 8. *No Change*

Section 9. Vacations *No Change*

Section 10. *No Change*

Entry Rates (New Hires)

CDL Qualified Employees:

First day: 90% of top rate
I year: 100% of top rate

~~MEMORANDUM OF AGREEMENT
NJ/NY OVER THE ROAD SUPPLEMENT
COVERING
REGIONAL LTL CARRIERS~~

~~Recognizing the operations differences between the Long Haul LTL carriers and the Regional LTL carriers operating in the NJ/NY Supplemental area, the parties have agreed to the following modifications to the NJ/NY Over the Road Supplemental Agreement as they apply to:~~
~~_____ (Company).~~

~~Except to the extent inconsistent with the terms of this Agreement, the Employer agrees to be bound by the terms of the NJ/NY General Trucking Supplemental Over the Road Agreement.~~

~~**1. ARTICLE 75 — Layover and lodging is modified as follows:**~~

~~a. Where a driver is required to layover away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If the driver is held over after the fourteenth (14th) hour, he shall be guaranteed one half (1/2) hours pay in any event for layover time. If he is held over more than one half (1/2) hour, he shall receive layover pay for actual time laid over up to eight (8) hours in the first twenty-two (22) hour layover period. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-one (21) hour period prior to the thirteenth (13th) hour, and layover shall commence after the thirteenth (13th) hour. In addition, to the hourly rate, employees shall receive ten dollars (\$10.00) meal allowance for each four (4) hour period after their first thirteen (13) hours layover and twelve (12) hours layover respectively. A non start time driver shall not be compelled to report for work at home terminal until he/she has had ten (10) hours off duty time. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.~~

~~**2) ARTICLE 77 — delay time is modified as follows:**~~

~~a. Road drivers are to be paid waiting time at foreign and home terminals waiting to go out on their runs, except that there shall be a thirty (30) minute free allowance on each tour of duty. All delay time at the home terminal shall be paid for time and shall not be applied towards the thirty (30) minute free allowance. Whenever the Employer arbitrarily abuses the free time allowed in this Article, then this shall be considered to be a dispute and same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.~~

~~3) ARTICLE 79, Section 3. Holiday Pay is modified as follows:~~

~~Drivers who are dispatched prior to 8:00 p.m. on a holiday or 9:00 p.m. or later on the eve of the holiday, shall be paid trips at the prevailing rate plus twelve (12) hours pay at the prevailing hourly rate for the holiday. However in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.~~

~~With the exception of the modifications contained herein, the terms and conditions of the NJ/NY Over the Road Supplemental Agreement shall remain in effect and run concurrent with the NMFA and the NJ/NY Area General Trucking Supplement.~~

**APPENDIX "A"
JOB CLASSIFICATIONS & WAGE RATES
LOCAL 701**

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

	Eff. Date	Hourly Rate	Daily Rate	Weekly Rate	Time & 1/2 Per Hr	Double Time
Tractor Trailer Drivers Tandem Equip. and Switchers						
Straight Truck Drivers						
Motorized Lift Truck Operators						
Utility Platform Men						
Checkers, Platform Men Helpers & Warehousemen						

CDL Qualified Employees and Mechanics:

First day: 90% of top rate

I year: 100% of top rate

Non-CDL QualafiedEmployees(Excluding Mechanics)

First day: 70% of top rate

1 year: 75% of top rate
2 year: 80% of top rate
3 year: 90% of top rate
4 year: 100% of top rate

SCHEDULE "B"
LOCAL 701 HEALTH, WELFARE AND
PENSION FUNDS

The Employer shall contribute the following amounts periodically as set forth herein, as required by the Rules and Regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701, for the purpose of providing and maintaining welfare benefits heretofore in effect and as hereinafter may be amended from time to time, in accordance with the Trust Agreement regulating said Fund, and for the purpose of providing pension benefits as heretofore in effect or as hereinafter may be amended.

Effective August 1, ~~2008~~ **2013**, the Employer will contribute a total of ~~\$14.135~~ per hour for every hour paid for, not to exceed forty (40) hours per week per employee covered by this Agreement to the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local Union No. 701. Such funds are to be administered in accordance with the current Health, Welfare and Pension Trust Agreements.

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

Effective Dates	Increase in Employer Contributions
August 1, 2013	up to \$1.00 per hour
August 1, 2014	up to an additional \$1.00 per hour
August 1, 2015	up to an additional \$1.00 per hour
August 1, 2016	up to an additional \$1.00 per hour
August 1, 2017	up to an additional \$1.00 per hour

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, ~~2013~~ 2008, to be effective as of April 1, ~~2013~~ 2008, except as to those areas where it has been otherwise agreed between the parties:

**NEGOTIATING COMMITTEES:
NEW JERSEY-NEW YORK UNION
NEGOTIATING COMMITTEE**

Kevin McCaffrey, Local 707, Chairman
Ernie Soehl, Local 701, Co-Chairman

**NEW JERSEY-NEW YORK EMPLOYER
NEGOTIATING COMMITTEE**

**TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE**

James P. Hoffa, Chairman
Gordon Sweeton, Co-Chairman

~~TMI Division,~~
~~Motor Freight Carriers Assoc., Inc.~~

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 that 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 Union 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 to 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.

Tentatively Agreed to:

Company: _____

Union: _____

Michael S. Scalzo

Ernie Soehl

Senior Director Industrial Relations

Eastern Region Freight Coordinator