

**ABF New England
Supplemental Agreement**

**in
CONNECTICUT MASSACHUSETTS
RHODE ISLAND**

**Local Unions:
~~25, 59, 170, 191, 251, 404, 443,~~
493, 653, 671, and ~~677~~**

**For the Period of
April 1, 2013 ~~2008~~
Through
March 31, 2018 ~~2013~~
NEW ENGLAND SUPPLEMENTAL
FREIGHT AGREEMENT**

ABF FREIGHT SYSTEM, INC., hereinafter referred to as the EMPLOYER, (Company) and LOCAL UNION No. _____, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the UNION; agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the **ABF** Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 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

Section 1. Operations Covered – NO CHANGE

Section 2. Employees Covered

- (a) - NO CHANGE
- (b) - NO CHANGE
- (c) - NO CHANGE

(d) ~~Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of employees covered by this Agreement except as otherwise provided in this Agreement.~~

ADD: 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.

(e) - NO CHANGE

Section 3. Notice of Opening and Closing Terminals – NO CHANGE

Section 4. Hired or Leased Equipment

~~In all cases hired or leased equipment shall be operated by a bargaining unit employee of the Employer. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner operator performs his service, as well as the ends to be accomplished.~~ **Refer to Article 22 Owner-Operators of ABF National Agreement**

Section 5. Subcontracting

~~(a) 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 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. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight.~~

~~(b) Recognizing the significance of this issue, the parties agree to establish a New England Freight Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. New England Freight Supplement Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairmen, or their designees, of the New England Freight Supplement 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 complaints. 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; and (3) 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 decision 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.~~

~~(c) 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.~~

~~(d) 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 service may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;~~

~~(e) 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 subcontract 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 identity of the subcontractor; the economic terms and conditions of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Article, the matter may be submitted to the 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. The principle of each carrier's past practice shall be considered in applying this Article. The principle of "past practice" is intended to mean the specific subcontractor utilized. A subcontractor that has and is being utilized is covered by the term past practice. Any new subcontractor must be in compliance with the terms of this Article. The term "past practice" is not intended to define the scope of the operation.~~

Refer to Article 32 Subcontracting ABF National Agreement

ARTICLE 41. STEWARDS - APPOINTMENTS AND DUTIES – NO CHANGE

ARTICLE 42. ABSENCE – NO CHANGE

ARTICLE 43. SENIORITY – NO CHANGE

ARTICLE 44. OTHER BUSINESS, ETC. - NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY COMMITTEE

Section 1. ABF New England Joint Area Committee

ABF Freight System, Inc. and the Unions shall together create a permanent New England Joint Area Committee, hereinafter referred to as the Joint Area Committee, composed of the following Local Unions: 170, 191, 251, 493, 653 and 671. The Joint Area Committee shall consist of an equal number appointed by Employer and Unions but no less than two (2) from each group. Each member may appoint an alternate in his place. The Joint Area Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. The Joint Area Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions participating in such Committee. This Joint Area Committee shall meet at established times and at a mutually convenient location.

Section 2. ABF Eastern Region Joint Area Committee

The Employer and the 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.

Note: See The ABF Eastern Region MOU on Grievance Handling.

Section 3. Contiguous Territory

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to the Joint Area Committee for handling by the Executive Secretary of the New England Joint Area Committee, and after such reference shall be handled under the usual procedure of that Joint Area Committee.

Section 4. Function of Committees

It shall be the function of the various committees, above referred to, to settle disputes which cannot be settled between the Employer and Local Union in accordance with the procedures established herein. All committees established under this Article may act through subcommittees duly appointed by such committees.

Section 5. Change of Terminals, etc.

Present terminals, breaking points, or domiciles shall not be transferred or changed without the Employer first having asked for and received approval from the appropriate Change of Operations Committee. This shall not apply within a twenty-five (25) mile radius, or within the jurisdiction of a Local Union. (Change of domicile for the purpose of having opposing labor and runs is not prohibited by this Section.)

Section 6. Attendance

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

Section 7. Examination of Records

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

ARTICLE 46. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Union and the Employer agree that there shall be no strike, lockout, tie-up, 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 Local Union involved. Failing adjustment by these parties, the following procedure shall then apply:

(a) All grievances involving the provisions of the **ABF New England Supplemental Freight Agreement** shall be heard by the **ABF New England Joint Area Committee**. Where the **ABF New England Joint Area Committee**, by a majority vote, settles a dispute, no appeal may be taken to the **ABF Eastern Region Joint Area Committee**. Such a decision will be final and binding on both parties.

(b) Where the **ABF New England Joint Area Committee** is unable to agree or come to a decision on a case, it shall be submitted or appealed to the **ABF Eastern Region Joint Area Committee** at the next regular constituted session, at the request of the Employer or Union involved, except as otherwise provided in (d) below. Where the **ABF Eastern Region Joint Area Committee**, by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Minutes of the **ABF New England Joint Area Committee** shall set forth the position and facts relied on by each party, but each party may supplement such minutes at the hearing before the **ABF Eastern Region Joint Area Committee**.

Cases deadlocked by the **ABF Eastern Region Joint Area Committee** shall be referred to the **ABF National Grievance Committee** unless otherwise provided for by Articles 7 and 8 of the **ABF National Master Freight Agreement**. Otherwise, either party shall be permitted all legal or economic recourse.

(c) It is agreed that all matters pertaining to the interpretation of any provision of the **ABF New England Supplemental Freight Agreement** may be referred by the Area Secretary for the Union and/or the Area Secretary for the Employer at the request of either the Employer or the Union, parties to the issue, with notice to the other Secretary, to the **ABF New England Supplemental Freight Agreement Negotiating Committee** for final interpretation.

(d) Deadlocked cases other than discharge cases may be submitted to umpire handling if a majority of the **ABF New England Joint Area Committee** determines to submit such matter to

an umpire for decision. Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this contract that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the Director of the Eastern Region of Teamsters or his designee with notice of such approval to be given to the Employer in writing. The granting of such approval by the Director of the Eastern Region of Teamsters or his designee shall not impose any liability on said Region. If a discharge case is deadlocked at the **ABF New England Joint Area** level, it shall be submitted to an impartial umpire for handling. The Joint Area Committee shall attempt to agree on such umpire. If the Joint Area Committee cannot agree within ten (10) days after the deadlock, such umpire shall be selected from a panel of three submitted by the presiding judge of the Federal District Court. Selection of the umpire shall be made by the alternate striking of names within seventy-two (72) hours after the names are submitted to the parties. Hearing shall be held within ten (10) days thereafter. The decision of the umpire shall be final and binding. The fees and cost of the umpire shall be divided equally between the Employer and the Union involved.

(e) Failure of the 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 this Article.

(f) In the event of strikes, work-stoppages, or other activities which are permitted in case of deadlock, default, or failure to comply with majority decisions, no interpretation of this 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. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

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

(h) Complaints must be in writing to the Secretary of the Area Board with a copy to the employer and in such form as prescribed by the Board. Except as otherwise provided in this Agreement and except for the payment for improper hourly or mileage rates, the Union on behalf of its members must file any claim for alleged violation of this Agreement not later than thirty (30) days after the alleged violations were made known to the employee. The Employer must file any claim for alleged violation of this Agreement not later than thirty (30) days after the alleged violation was made known to the Employer

Section 2.

It is further mutually agreed that the Local Union will, within two weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall

not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walk-out, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement. It is further agreed and understood that the Unions shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Unions shall, within twenty-four (24) hours after request is made to the Executive Secretary of the Unions declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the Union to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

Section 3.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, created under this Agreement in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 4. ABF National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provision of Article 8 of the ABF National Agreement shall be promptly referred to the ABF National Grievance Committee in accordance with such Article 8.

ARTICLE 47. DISCHARGE AND SUSPENSION - NO CHANGE

ARTICLE 48. PAYROLL PERIOD - NO CHANGE

ARTICLE 49. SUNDAYS AND HOLIDAYS - NO CHANGE

ARTICLE 50. VACATIONS – NO CHANGE LANGUAGE (See Bold)

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

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.

ARTICLE 51. MISCELLANEOUS –NO CHANGE

Section 1. Accident Reports

Section 2. Court Appearances

Section 3. Safety Violations

Section 4. Bonds

Section 5. Examinations

Section 6. Personal Identification

Section 7. On-the-Job Claims

Section 8. Loss or Damage

Section 9. Access to Premises

Section 10. Injury on the Job

Section 11.

Section 12. Other Equipment

~~(b) The Employer will not hire outside trucks except to supplement its own equipment when such equipment is in full use. When hired trucks are required, the men required to operate and work on them, irrespective of ownership shall be paid as employees of the Employer and shall be governed by the terms of this Agreement while so employed.~~

NOTE: See ABF National MOU on Purchased Transportation.

Section 13. Death in Family

Section 14.

Section 15.

Section 16.

Section 17.

The Employer and Union agree to negotiate rates and language for a Multimodal Container addendum to the **ABF New England Supplemental Freight Agreement.**

NOTE: Refer to ABF National Agreement

Section 18. Administrative Dues

Section 19. Sick Leave

ARTICLE 52. CLASSIFICATIONS – NO CHANGE

ARTICLE 53. HOURS OF WORK AND OVERTIME – NO CHANGE (fix typo)

Section 1.

Five (5) days shall constitute a normal week's work for ~~local 179~~ employees from Monday to Friday inclusive, and the hours of labor each day shall be worked in uninterrupted succession. All time worked in excess of eight (8) hours per day shall be paid as overtime at one and one-half times the normal rate.

ARTICLE 54. WAGES AND ALLOWANCES

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

ARTICLE 55. CLASSIFICATIONS AND TRIP RATES

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

ARTICLE 56. MILEAGE RATES

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

ARTICLE 57. PICK-UPS, DELIVERIES AND RATE FORMULA –NO CHANGE

ARTICLE 58. RELIEF HOLDOVER, PREMIUM PAY & EXPENSES – NO CHANGE

ARTICLE 59. DROPPING TRAILERS – NO CHANGE

ARTICLE 60. DOUBLE BOTTOMS

Double Bottom Rates

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

ARTICLE 61. OVERHEAD OPERATIONS – NO CHANGE LANGUAGE

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

Section 1. Definition

- Section 2. Single Man Operation Rate.**
- Section 3. Double Bottom Units**
- Section 4. Pickup and Delivery**
- Section 5. Mileage Determination For All Runs**

Section 6. Schedule of Dispatching

Truck Drivers may be dispatched ahead of regular relay runs provided such dispatch would not result in cancellation of regular relay runs.

- Section 7. Lodging**
- Section 8. Paid For Time - General**
- Section 9. Call-In Time**
- Section 10. Layovers**
- Section 11. Breakdowns or Impassable Highways**
- Section 12. Deadheading**
- Section 13. Bobtailing**
- Section 14. Dropping Trailer**
- Section 15. Double Bottoms**
- Section 16.**

ARTICLE 62. TWO-MAN OPERATION – NO CHANGE LANGUAGE

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

- Section 1. Mileage Rates of Pay**
- Section 2. Pickup and Delivery and Delay Time**

Hourly Rates of Pay

- Section 3.**
- Section 4. Sleeper Cab**
- Section 5.**
- Section 6.**
- Section 7.**
- Section 8.**
- Section 9.**
- Section 10.**
- Section 11.**

ARTICLE 63. OWNER-OPERATORS All provisions of the ABF National Master Freight Agreement relating to owner-operators shall apply.

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

ARTICLE 64. HEALTH AND WELFARE FUND

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

ARTICLE 65. PENSION FUND

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

ARTICLE 66. AUTOMATIC INCREASES

ARTICLE 67. TERMINATION CLAUSE

The term of this Supplemental Agreement shall be from **April 1, 2013** ~~2008~~ to **March 31, 2018** ~~2013~~.

**SOUTHERN NEW ENGLAND TNFINC/TMI NEGOTIATING COMMITTEE
MEMORANDUM OF AGREEMENT**

Laid off employees shall be guaranteed forty (40) hours Health, Welfare and Pension contributions in accordance with Article 64 and Article 65 of the New England Supplemental Freight Agreement, providing they are available for the next work call after having not been available for the first work call, providing all work calls are verified. In cases where work calls are received through an answering machine the Company agrees to leave a message outlining the work opportunity and time of the message. Laid off employees who refuse work will have broken their guarantee.

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 COMMITTEE

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE

NEW ENGLAND TEAMSTERS
NEGOTIATING COMMITTEE
John A. Murphy, Chairman

For the Employers:

~~NEW ENGLAND EMPLOYERS
NEGOTIATING COMMITTEE
Chairman~~

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