



SUMMARY OF TENTATIVE AGREEMENT *ABF*

PHILADELPHIA, PENNSYLVANIA and VICINITY SUPPLEMENTAL AGREEMENT

Two-Person Meeting

**Chicago, IL
May 20, 2013**

ARTICLE 40. Scope Of Agreement

Section 1,2,3 (a),(b),(c),(d),(e),(f) No Change

Section 3 (g), (Subcontracting) *Delete Current - Change to Read*

Refer to Article 32 Subcontracting ABF National

ARTICLE 41. Absence- No Change

ARTICLE 42. Seniority - No Change

ARTICLE 43. -Maintenance Of Standards - No Change

ARTICLE 44. GRIEVANCE MACHINERY -

Change as noted bold below:

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.

Section 2.

(a) Disputes and grievances may first be taken up by the steward, and settled in accordance with this Agreement and if no settlement is reached, then taken up between the business agent of the Local Union involved and the Employer representative.

(b) 1. All grievances must be made known to the other party, in writing, within fifteen (15) working days after the reason for such grievance has occurred or within fifteen (15) working days after the driver has returned to his home terminal. Provided, however, that those grievances alleging that the Employer did not pay the proper contractual rate of pay or the employee was not paid for the proper amount of hours which he actually worked may be filed within fifteen (15) working days of the date on which the employee became aware of the cause of such grievance.

2. The time limitation of ten (10) working days is applicable to an Employer taking disciplinary action against an employee except in cases of dishonesty or involving the investigation of an accident. In those instances, the Employer may take appropriate action within ten (10) working days from the date on which the Employer first became aware of the employee's involvement in an alleged dishonesty or accident. Failure of the Employer to complete or mutually extend in writing by the employee, with a copy to the Local Union, any investigation within forty-five (45) calendar days from the date of letter of investigation shall forfeit the Employers' right to discipline.

3. With respect to grievances filed under this Article, other than discharges, the parties agree that within ten (10) working days of such written notice by

the Union to the Employer, the grievance must either be resolved or a Pre-Hearing Information Form filed with the Co-Secretaries of the **ABF Philadelphia Joint Area Committee**. Filing with the Co-Secretaries means receipt by both Co-Secretaries of the forms within the ten (10) day period.

4. Appeals from discharge must be made to the **ABF Philadelphia Joint Area Committee**. by filing the Pre-Hearing Information Form within ten (10) working days from the date of discharge. The Pre-Hearing Information Forms must be received by both Co-Secretaries within such ten (10) day period.

5. An employee's right to appeal a warning letter or reprimand will be protected if, within ten (10) working days of such letter, a written protest is made to the Employer by the Union. Appeals from warning letters will not be heard by the **ABF Philadelphia Joint Area Committee**. until the grievant has been given disciplinary time off or has been discharged.

Section 3. ABF Philadelphia Joint Area Committee

(a) The Employer and/or the Employer Association and the Union shall together create a permanent **ABF Philadelphia Joint Area Committee**, which shall consist of an equal number of representatives appointed by the Employer or the Employer Association, and by the Unions (Locals 107, 312, 326, 384, and 676) or a panel thereof. This **ABF Philadelphia Joint Area Committee** shall meet at established times and at a mutually convenient location. The **ABF Philadelphia Joint Area Committee** shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

(b) The requirements of this Article 44 and of Article 45, Section 3, that a hearing be held by the **ABF Philadelphia Joint Area Committee** within ten (10) working days from receipt of written notice of appeal from discharge may be extended by mutual agreement of the Union Co-Secretary and the Employer Co-Secretary of the Joint Area Committee.

(c) Failure of the Co-Secretaries to schedule a **ABF Philadelphia Joint Area Committee** hearing within ten (10) working days from receipt of the pre-hearing information form shall not affect the timeliness of the grievance and shall not be defense of the Employer or the Union to prevent the holding of such hearing.

(d) Where the **ABF Philadelphia Joint Area Committee** is unable to agree or come to a decision on a case, it shall be appealed to the **ABF Eastern Region Joint Area Committee** at the next regularly constituted session.

(e) Any discharge of an employee that is not resolved at the **ABF Philadelphia Joint Area Committee** will be submitted to the **ABF Eastern Region Joint Area Committee**.

(f) In the event of a violation of this Agreement by a *the* Employer, such violation and settlement shall be upon the Employer alone and not upon the Employer Association.

Section 4. ABF Eastern Region Joint Area Committee

(a) The Employers 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 a mutually convenient location.

(b) Deadlocked discharge and suspension cases at the **ABF Eastern Region Joint Area Committee** will be referred to the **ABF Philadelphia Joint Area Committee** for arbitration.

(c) Deadlocked cases other than discharge and suspension at the **ABF Eastern Region Joint Area Committee** will be referred to the **ABF Eastern Region Joint Area Review Committee**.

Section 5.

(a) Where any Committee established under this Article, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

(b) Where any Committee established under this Article fails 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 Section 1 of this Article.

(c) In the event of strikes or 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 unless otherwise agreed to. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

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

(e) All Committees established under this Article may act through subcommittees duly appointed by such Committee.

(f) Meetings of all Committees above-referred-to must be attended by members of such Committee or their alternates, but failure to so attend shall not invalidate the action of any duly constituted panel.

(g) The Local Union business agents or their representatives, **ABF Joint Area Committee** and the **ABF Eastern Region Joint Area Committee** shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

(h) Where “days” are referred to in this Article, “working days” are meant, not “calendar days.”

Section 6.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union’s authorized representatives who will deal with the Employer, 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, walkout, 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.

Section 7.

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

Note: See Memorandum of Understanding Eastern Reigion

ARTICLE 45. – Discharge or Suspension- No Change

**ARTICLE 46 – Examination and Identification Fees
Section 1,2,3,4 No Change**

ARTICLE 47. – Meal/ Break Periods- No Change

ARTICLE 48. Safety Violations – No Change

ARTICLE 49. Pay Period - No Change Language

Refer to Article 17 Pay Period ABF National Agreement

ARTICLE 50. Paid-For-Time – Sections 1,2,3 - No Change

Section 4- Sick Leave - No Change

ARTICLE 51. Local Area Operations - No Change

Section 1- Wages

See National Economic Settlement in ABF Master Agreement

ARTICLE 52. – Break Bulk- No Change

ARTICLE 53. – Vacations : No Change

See National Economic Settlement in ABF Master Agreement for loss of vacation week

ARTICLE 54.- Holidays – No Change

ARTICLE 55. – Health and Welfare - Rate Changes

See National Economic Settlement in ABF Master Agreement

ARTICLE 56. - Pension- Rate Changes

See National Economic Settlement in ABF Master Agreement

ARTICLE 57. Over-The-Road Provisions-

ARTICLE 58. – Term of Agreement

April 1, 2013 - March 31, 2018

Philadelphia Negotiating Committee: Joseph W. Smith, Jr. 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