

**TEAMSTERS
JOINT COUNCIL NO. 40
FREIGHT COUNCIL
SUPPLEMENTAL AGREEMENT**

**Embracing the Jurisdiction of
Local Unions 30, 110, 249, 261, 397, 491, 538
and 585**

**For the Period
April 1, ~~2008~~ 2013 to March 31, ~~2013~~ 2017**

PREAMBLE

The Employer, its successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 491, 538 and 585 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 National Master Freight Agreement, hereinafter referred to as the "Master 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 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*

Section 3. City or Local Work – *No Change*

ARTICLE 41. UNION SHOP AND DUES

Section 1. – No Change

Section 2.

A. – *No Change*

B. New Entry Rates

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

Effective April 1, 2008 **2013**, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay:

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost-of-living adjustments under this Agreement.

Section 3. Definitions

A. Probationary/New Hire Employees

1. – *No Change*

(a) – *No Change*

B. Casual/Extra Employees

1. - *No Change*

(a) – *No Change*

(b) – *No Change*

(c) – *No Change*

(d) - *No Change*

(a) – *No Change*

(b) – *No Change*

(c) - *No Change*

(d) – *No Change*

ARTICLE 42. ABSENCE

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

Section 2. Leave of Absence – *No Change*

ARTICLE 43. SENIORITY

Section 1.

A. - *No Change*

(1) – *No Change*

(2) – *No Change*

B. – *No Change*

Section 2. – *No Change*

Section 3.

A. Posting – *No Change*

B. Layoffs - *No Change*

Section 4. Controversies - *No Change*

Section 5.

A. – *No Change*

B. – *No Change*

ARTICLE 44. GRIEVANCE MACHINERY

Section 1. Joint Area Committee – *No Change*

Section 2. Eastern Region Joint Area Committee – *No Change*

Section 3. Functions of Committees – *No Change*

Section 4. Attendance – *No Change*

Section 5. Examination of Records – *No Change*

Section 6. Change of Operations – *No Change*

Secton 7. National Grievance Committee – *No Change*

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. – *No Change*

(a) – *No Change*

(b) – *No Change*

(c) – *No Change*

(d) – *No Change*

(e) – *No Change*

(f) – *No Change*

(g) – *No Change*

(h) – *No Change*

(i) - *No Change*

Section 2.

A. – *No Change*

B. – *No Change*

ARTICLE 46. DISCHARGE AND SUSPENSION – *No Change*

A. – *No Change*

B. – *No Change*

C. – *No Change*

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. – *No Change*

Section 2. – *No Change*

ARTICLE 48. HEALTH AND WELFARE – *No Change in the current wording.*

Effective 4/1/03 13 the contribution schedule per employee per month shall be:

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

ARTICLE 49. PENSION PLAN

Section 1. – *No Change in the current wording.*

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.*****

(a) – *No Change*

(b) – *No Change*

(c) – *No Change*

(d) – *No Change*

(e) – *No Change*

ARTICLE 50. DEATH IN FAMILY – *No Change*

ARTICLE 51. COMPETITIVE EQUITY – *No Change*

ARTICLE 52. SICK LEAVE – *No Change*

ARTICLE 53. LOCAL CARTAGE PROVISIONS

Section 1. Pay Period

All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee, except where a different pay program has been established or approved by the Joint Area Committee.

Payment of earned vacation and unused sick leave shall be made on separate checks and not included in the regular earnings check **and shall be subject to direct deposit.**

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Direct deposit is mandatory for employees hired after 4/1/03. Employees hired prior to 4/1/03 shall have the option for participation in direct deposit.

This Section shall also be subject to Article 17.

Section 2. Meal Period – *No Change*

Section 3. Sundays and Holiday Work

A. Sundays – *No Change*

B. Holidays – *No Change*

Section 4. Vacations

A. – *No Change*

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) – *No Change*

(7) – *No Change*

(8) – *No Change*

(9) It is agreed that the above vaction eligibility schedule in effect as of March 31, 2013 shall be reduced by one (1) week.

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

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – *No Change*

Section 5. Protective Apparel – *No Change*

Section 6. General Conditions

A. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – **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.

Section 7. Paid for Time

A. General – *No Change*

B. Call-In Time – *No Change*

C. Make Up Day – *No Change*

Section 8. Leased Equipment

A. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. This Section shall be subject to the MOU regarding purchased transportation.

Section 9. Wages and Hours

A. Wages - *No Change in the current wording.*

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

B. Hours and Guarantee

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) - *No Change*

(7) – *No Change*

(8) – *No Change*

(9) – *No Change*

C. 7-Day Operations

(1) – *No Changes*

ARTICLE 54. OVER-THE-ROAD PROVISIONS

Section 1. Pickup and Delivery Limitation

A. – *No Change*

B. – *No Change*

Section 2. Pay Period

A. – *No Change*

B. Payment of earned vacation and unused sick leave shall be made on separate check and not included in the regular earnings check, **and shall be subject to direct deposit.**

C. – *No Change*

D. – *No Change*

E. This Section shall also be subject to Article 17.

Section 3. Definitions

A. – *No Change*

B. – *No Change*

C. – *No Change*

Section 4. Protective Apparel – *No Change*

Section 5. General Conditions

A. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – *No Change*

J. – *No Change*

K. – *No Change*

L. – *No Change*

M. – *No Change*

N. – *No Change*

O. – *No Change*

P. – *No Change*

Section 6. Sleeper-Cab Operations – *No Change*

Section 7. Holidays

A. – *No Change*

a. – *No Change*

b. – *No Change*

c. – *No Change*

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

Section 8. Vacations

A. – *No Change*

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) – *No Change*

(7) – *No Change*

(8) – *No Change*

(9) It is agreed that the above vacation eligibility schedule in effect as of March 31, 2013 shall be reduced by one (1) week.

(10) 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 week.

B. – *No Change*

C. – *No Change*

D. – *No Change*

E. – *No Change*

F. – *No Change*

G. – *No Change*

H. – *No Change*

I. – *No Change*

Section 9. Wages and Hours

A. Wages - *No Change to current language.*

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

B. Hours and Guarantees

(1) – *No Change*

(a) – *No Change*

(2) – *No Change*

C. Layover Time – *No Change*

D. Lodging – *No Change*

E. General

(1) – *No Change*

(2) – *No Change*

(3) – *No Change*

(4) – *No Change*

(5) – *No Change*

(6) – *No Change*

MEMORANDUM OF AGREEMENT – *No Change*

ARTICLE 55. TERM OF 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.

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

NEGOTIATING COMMITTEES

**For the Local Unions:
TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE**

~~Michael Susko Betty Rose Fischer, Chairman
, Co-Chairman~~

~~**International Brotherhood of Teamsters
Joint Council 40**~~

~~, Chairman
, Co-Chairman~~

For the Employers ABF Freight System, Inc.:

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

~~, Co-Chairman
, Co-Chairman~~

~~**Western Pennsylvania Motor Carriers Association**~~

~~, Chairman~~