

# CENTRAL REGION LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

For the Period of April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, West Virginia, Denver, Colorado and operations into and to and out of all contiguous territory.

### PREAMBLE

ABF Freight System, Inc. (Company) hereinafter referred to as the "Employer", and the FREIGHT DIVISION, CENTRAL REGION OF TEAMSTERS 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 Local Cartage Supplement 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~~ 2018, 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.

*NO CHANGE*                    **ARTICLE 40.**

*NO CHANGE*                    **ARTICLE 41.**

*NO CHANGE*                    **ARTICLE 42.**

*NO CHANGE*                    **ARTICLE 43.**

*\*SEE: ARTICLES 7 AND 8 OF ABF NMFA\**                    **ARTICLE 44.**

*\*SEE: ARTICLES 7 AND 8 OF ABF NMFA\**                    **ARTICLE 45.**

*NO CHANGE*                    **ARTICLE 46.**

*NO CHANGE*                    **ARTICLE 47.**

*NO CHANGE*                    **ARTICLE 48.**

*NO CHANGE*                    **ARTICLE 49.**

*NO CHANGE*                    **ARTICLE 50.**

### Section 1. General

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for.

**One (1) Steward shall be compensated at the highest applicable Local cartage rate for all time**

reasonably spent attending local level meetings/hearings with the Company. Local level meetings/hearings shall be held so as not to interfere with a Steward's regular run or shift.

**ARTICLE 51.**

*\*SEE: NATIONAL SUMMARY OF ECONOMICS\**

**Section 1.**

Employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

Two (2) years or more	One (1) week
Eight (8) years or more	Two (2) weeks
Fifteen (15) years or more	Three (3) weeks
Twenty (20) years or more	Four (4) weeks
Thirty (30) years or more	Five (5) weeks

<b>One (1) year employment</b>	<b>One (1) week</b>
<b>Two (2) years or more</b>	<b>Two (2) weeks</b>
<b>Eight (8) years or more</b>	<b>Three (3) weeks</b>
<b>Fifteen (15) years or more</b>	<b>Four (4) weeks</b>
<b>Twenty (20) years or more</b>	<b>Five (5) weeks</b>
<b>Thirty (30) years or more</b>	<b>Six (6) weeks</b>

Vacations: Full-Time Employees

Vacation pay shall be computed on the basis of forty-five (45) hours' straight-time pay for each week of vacation for which the employee is eligible. Daily vacation shall be computed on the basis of nine (9) hours per day for employees on an eight (8) hour shift at the time of their first day of vacation or eleven and one-quarter (11.25) hours per day for employees on a ten (10) hour shift at the time of their first day of vacation. The shift that the employee is on when they take their first day of their split vacation shall dictate the vacation computation and the number of days to be used. Straight-time pay shall mean the hourly rate paid to all unit employees during each week the individual employee is actually on vacation.

**ARTICLE 52.**

NO CHANGE

**ARTICLE 53.**

NO CHANGE

**ARTICLE 54.**

*\*SEE: NATIONAL SUMMARY OF ECONOMICS\**

**ARTICLE 55.**

*\*SEE: NATIONAL SUMMARY OF ECONOMICS\**

Effective August 1, 2013, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of ~~sixty-eight dollars and forty cents (\$68.40)~~ per day or tour of duty either worked or compensated, to a maximum of ~~of three hundred forty-two dollars (\$342.00)~~ per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2013 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate up to one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. Other than the Chicago area funds. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

**ARTICLE 56.**

NO CHANGE

**ARTICLE 57.**

NO CHANGE

**ARTICLE 58.**

NO CHANGE

**ARTICLE 59.**

NO CHANGE

**ARTICLE 60.**

\*SEE: NATIONAL SUMMARY OF ECONOMICS\*

**ARTICLE 61.**

NO CHANGE

**ARTICLE 62.**

NO CHANGE

**ARTICLE 63.**

NO CHANGE

**ARTICLE 64. PROTECTION OF CHICAGO AREA OVER-THE-ROAD AND LOCAL CARTAGE TERMS AND CONDITIONS AND LOCAL WORK RULES**

Prior to the 13-18 ABF NMFA Locals 710, 705, 673 and 179 had their own stand-alone agreements with ABF covering dock and driver bargaining units. Under the 13-18 ABF NMFA, however, those stand-alone units were merged into the nationwide bargaining unit and became covered by the ABF NMFA. Although those Local Unions no longer had their own separate stand-alone agreements, ABF and TNFNC agreed that those Local Unions were entitled to maintain certain terms and conditions of employment from their prior agreements, work rules and practices that the Local Unions deemed "superior." As part of the 2018 -2023 ABF NMFA, ABF Freight Systems agrees that Local Union Nos. 179, 673, 705, and 710 shall continue to maintain any superior terms, work rules or practices currently in effect or that existed under their prior separate agreements and understandings prior to those Locals being covered by the 2013 ABF NMFA. Those superior terms, rules and conditions may include but are not limited to a separate grievance procedure (and arbitration where applicable), local work rules, superior wage differential, lunch rules, benefits, and method for calculating vacation pay.

Furthermore, the Company shall continue to participate in those Health and Welfare Funds it participated in immediately prior to this agreement in accordance with the rules, regulations, contribution requirements, and terms of participation required by those Funds. The Company shall execute the necessary documents and participation agreements required by those Funds. Those Funds include the following: Teamsters Local 705 Health and Welfare Fund;

Teamsters Local 710 Health and Welfare Fund; Suburban Teamsters Health and Welfare Fund; and Central States Health and Welfare Fund. The Company shall make 100% of the contributions to all Health and Welfare Funds in which it participates.

The Company shall continue to participate in those Pension Funds it participated in immediately prior to this agreement in accordance with the various rules, regulations, contribution requirements and terms of participation of each of those Funds. The Company shall execute the necessary documents and participation agreements required by those funds. Those Funds include the following: Teamsters Local 705 Pension Fund, Teamsters Local 710 Pension Fund, Suburban Teamsters Pension Fund, Central States Pension Fund. The Company shall make 100% of the contributions to all Pension Funds in which it participates. The "one-punch" rule for pension contributions in the Chicago area pension funds shall apply where such rule applied prior to the 2013-18 ABF NMFA.

Local Unions 705 and 710 shall also maintain their extant Local Union grievance/arbitration procedures and machinery as set forth in their prior non-ABF NMFA collective bargaining agreement if those Locals so choose.

It is understood that the local work rules and superior conditions that are not specifically listed in this article do not override the specifically negotiated nationally applicable economic settlement and other specific nationally applicable contractual items.

Disputes as to the application of any "superior" practice shall be referred to the National Grievance Committee for resolution. Deadlocks at that level shall thereafter be handled under the normal Article 8 deadlock procedure.

Stand-alone "white paper" clerical contracts have not been merged into this unit and remain separate from this agreement.

**ARTICLE 65. TERMINATION CLAUSE**

NO CHANGE

**APPENDIX A  
MEMORANDUM OF UNDERSTANDING PER  
CENTRAL STATES APPLICATION OF CAUSLAS  
NO CHANGE**

**C-02**

**MEMORANDUM OF UNDERSTANDING  
CENTRAL REGION LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT (ARTICLE 40.  
SCOPE OF AGREEMENT)**

*NO CHANGE*

**MEMORANDUM OF UNDERSTANDING**  
*NO CHANGE*

**IN WITNESS WHEREOF, the parties hereto have  
set their hands and seals this 1st day of April  
~~2013, 2018~~ to be effective as of April 1, ~~2018 2013~~,  
except as agreed otherwise by the parties.**

**FREIGHT DIVISION CENTRAL REGION OF  
TEAMSTERS  
LOCAL CARTAGE NEGOTIATING COMMITTEE**

**[Insert names]**

**ABF NEGOTIATING COMMITTEE CENTRAL  
STATES AREA  
LOCAL CARTAGE NEGOTIATING COMMITTEE**

**[Insert names]**