CENTRAL REGION LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

For the Period of April 1, 2013 to March 31, 2018 to 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 to March 31, 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.

**ARTICLE 40.**

**NO CHANGE**

**ARTICLE 41.**

**NO CHANGE**

**ARTICLE 42.**

**NO CHANGE**

**ARTICLE 43.**

**NO CHANGE**

**ARTICLE 44.**

*SEE: ARTICLES 7 AND 8 OF ABF NMFA*

**ARTICLE 45.**

*SEE: ARTICLES 7 AND 8 OF ABF NMFA*

**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

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

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 one 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*
NO CHANGE

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 TNFINC 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 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
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]