

CENTRAL REGION OVER-THE-ROAD MOTOR FREIGHT 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 Over-the-Road 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.

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.

NO CHANGE

ARTICLE 51.

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 and until the time 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. Such payment

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for drivers' time when not driving shall be the hourly rate. In case of time claimed being denied by the Company payroll department, the company shall give the driver, upon request, a denial slip stating the reason for such denial within the next payroll period following receipt of the employee's check.

One (1) Steward shall be compensated at the highest applicable hourly 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.

All time spent for mandatory random drug test of any kind at state scales shall be paid.

The employee shall be paid for all time spent in excess of thirty (30) minutes when stopped for a D. O. T. hazardous material check by state, local or federal authorities for a non-violation.

Drivers who are delayed en-route due to vehicular accidents and railroad crossings making the highway impassable or due to roadside DOT inspections shall be compensated for all time spent in the event the delay is thirty-one (31) minutes or more, however, delays caused by construction zones are considered a hazard of the highway and therefore are not compensable except in extraordinary circumstances which will be subject to the grievance machinery.

Drivers delayed in the process of being cleared by customs at an international port of entry shall be entitled to compensation for actual time incurred in excess of thirty (30) minutes, commencing with the time a customs officer receives a driver's paperwork until such driver is released by customs. It is mutually understood that all claims set forth herein must have a written verification provided by the driver.

Section 3. Layovers

When a driver is required to lay over at the first (1st) destination away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If the driver is held over after the fourteenth (14th) hour, he shall be guaranteed two (2) hours' pay, in any event, for layover time. If he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled, if he is put to work at any time within the twenty-two (22) hours after the run ends.

The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

When a driver is called for dispatch at an away-from-home terminal, and the dispatch for which the driver was pre-called is not available as projected, such driver shall receive actual delay time in addition to the penalty provided herein when held beyond the fourteenth (14th) hour.

The same provision as described above shall apply at the employee's second (2nd) destination away from home.

At the third (3rd) and subsequent destinations away from home, if the driver is held over after the twelfth (12th) hour, he shall receive layover pay for each hour held over up to eight (8) hours in the first (1st) twenty (20) hours of layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.

Employees shall receive a fourteen (\$14.00) meal allowance each time they are held beyond the seventeenth (17th) hour of the first (1st) layover period and after the tenth (10th) hour on subsequent layovers after the first.

When on compensable layover on Sundays and holidays, there shall be a meal allowance of fourteen dollars (\$14.00); five (5) hours thereafter, another meal allowance of fourteen dollars (\$14.00) and five (5) hours later a third (3rd) meal allowance of (\$14.00) fourteen dollars (\$14.00). No more than three (3) meals will be allowed during any twenty-four (24) hour period.

A driver shall not be compelled to report to work at the home terminal until he has had ten (10) hours' off-duty time. The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal including, upon the driver's request, a minimum of forty-eight (48) hours off from clock in to clock out time after completing six (6) uninterrupted tours of duty, provided there is no unreasonable delay in the movement of freight.

Unless otherwise mutually agreed to, the extra board dispatch procedures must include a provision which allows a driver to request a maximum of eight (8)

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additional hours off prior to being called for dispatch when sixteen (16) hours have elapsed from the time of arrival at the home terminal.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement. When employees are knowingly dispatched on runs that cannot be made in allowable D.O.T. hours, they shall be paid for all time spent in waiting on D.O.T. hours. Except where the dispatch rules provide differently, on all dispatches from the home terminal when a driver is forced out on a dispatch with insufficient DOT hours of service to allow for such driver to reach the destination of the dispatch and return without having to lay over to pick up hours, the driver shall be paid all time spent waiting to pick up hours. It is understood, however, that drivers who are dispatched from the home terminal with sufficient hours on a projection basis to reach the destination of a dispatch and are subsequently dispatched to another destination beyond the first and are required to layover to pick up hours will be paid under the layover provisions set forth herein.

When a bid driver cannot complete his/her bid run for reasons caused by the Company (e.g. waiting/delay at Service Center) the bid driver shall be paid bedtime and given an eight (8) hour mini home.

ARTICLE 52.

NO CHANGE

ARTICLE 53.

NO CHANGE

ARTICLE 54.

SEE: NATIONAL SUMMARY OF ECONOMICS

ARTICLE 55.

SEE: NATIONAL SUMMARY OF ECONOMICS

ARTICLE 56.

SEE: NATIONAL SUMMARY OF ECONOMICS

ARTICLE 57.

NO CHANGE

ARTICLE 58.

SEE: NATIONAL SUMMARY OF ECONOMICS

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed **one (1)** ~~two (2)~~ years, twelve (12) consecutive working days where they have been employed **two (2)** ~~eight (8)~~ years or more, and eighteen (18) consecutive working days where they have been employed **eight (8)** ~~fifteen (15)~~ years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed **fifteen (15)** ~~twenty (20)~~ years or more.

Employees shall receive a vacation of thirty (30) consecutive working days where they have been employed **twenty (20)** ~~thirty (30)~~ years or more, **thirty-six (36) days after (30) years or more provided however, if mutually agreed between the Employer and the employee**, the employee shall either take the fourth (4th), ~~and fifth (5th)~~ **and sixth (6th) weeks** of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or, fifth (5th) **and/or sixth (6th)** week of vacation.

An employee, upon giving of a reasonable notice of not less than one (1) week to his Employer, shall be given vacation pay before starting his vacation. It is understood that during the second (2nd) year of employment, the employee must work sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for the full year.

During the third (3rd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period.

If a holiday occurs during an employee's vacation, the employee shall be allowed an extra day off at the end of said vacation.

Section 2.

The full week's pay, except for the fourth (4th), and fifth (5th), **and sixth (6th)** weeks of vacation, shall be computed by dividing the compensation received by the employee during the twelve (12) month period by the number of days worked (**including compensated sick days**) in said period and then multiplying the result by six (6). **Time lost due to**

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sickness or injury shall be considered as days worked, but shall not be included in computation to determine average daily earnings.

Compensation for the fourth (4th), and fifth (5th), **and sixth (6th)** weeks shall be computed on the basis of one fifty-second (1/52) of the employee's earnings for the twelve (12) month period preceding the vacation period.

The workday and not the calendar day shall be the basis for computing the number of days worked under the section.

ARTICLE 59.

NO CHANGE

ARTICLE 60.

NO CHANGE

ARTICLE 61.

SEE: NATIONAL SUMMARY OF ECONOMICS

ARTICLE 62.

SEE: NATIONAL SUMMARY OF ECONOMICS

Insert new paragraph:

Effective April 1, 2018, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of _____ for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract.

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. There shall be no other pension fund under this Agreement for operations under this Agreement, **except the**

various Chicago Area Funds, or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five) (4) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall

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pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

NO CHANGE

ARTICLE 63.

NO CHANGE

ARTICLE 64.

NO CHANGE

ARTICLE 65.

ARTICLE 66.

NO CHANGE

ARTICLE 67.

NO CHANGE

ARTICLE 68.

NO CHANGE

ARTICLE 69. 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.

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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 ~~69.70~~. TERMINATION CLAUSE
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
OVER-THE-ROAD NEGOTIATING COMMITTEE**

[Insert names]

**ABF NEGOTIATING COMMITTEE CENTRAL
STATES AREA
OVER-THE-ROAD NEGOTIATING COMMITTEE**

[Insert names]