

# JOINT COUNCIL NO. 40 FREIGHT COUNCIL SUPPLEMENTAL AGREEMENT

For the Period: 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**.

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

NO CHANGE

**PREAMBLE**

NO CHANGE

**ARTICLE 45.**

ABF Freight System, Inc. 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.

NO CHANGE

**ARTICLE 46.**

NO CHANGE

**ARTICLE 47.**

**ARTICLE 48.**

*\*SEE: NATIONAL AGREEMENT\**

**ARTICLE 49.**

*\*SEE: NATIONAL 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, ~~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.

(a) Contributions to the Pension Fund must be made for each week for each regular employee who has ~~worked~~ **been compensated** at least two (2) days (tours of duty) in that week, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

**ARTICLE 40.**

NO CHANGE

**ARTICLE 50.**

**ARTICLE 41.**

*\*SEE: NATIONAL AGREEMENT\**

In the event of a death of a member of the employee's family and the employee attends the funeral, the employee shall be allowed a reasonable time off between the day of death and ~~funeral day~~ **the day of the service**, not to exceed three (3) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work. Members of the employee's family mean husband, wife, child, parent, foster parent, brother and sister.

**ARTICLE 42.**

NO CHANGE

**ARTICLE 43.**

NO CHANGE

**ARTICLE 44.**

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In the event of a death of the employee's mother-in-law or father-in-law and the employee attends the funeral the employee shall be

allowed a reasonable time off between the day of death and funeral day, not to exceed two (2) days and shall be reimbursed eight (8) times the straight time hourly rate for each day lost from work.

In the event of a death of the employee's grandparent **or grandchild**, and the employee attends the funeral, the employee shall be allowed time off, not to exceed one (1) day and shall be reimbursed eight (8) times the straight time hourly rate for the day lost from work.

### ARTICLE 51.

NO CHANGE

### ARTICLE 52.

NO CHANGE

### ARTICLE 53.

#### Section 4.

*\*SEE: NATIONAL AGREEMENT\**

#### Section 5. Protective Apparel

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves. **Any employee servicing those customers that require hard hats and/or safety glasses shall have them provided.** Terminal switchers and hostlers shall be provided with rain gear.

### ARTICLE 54.

#### Section 8.

*\*SEE: NATIONAL AGREEMENT\**

#### Section 9. Wages and Hours

*\*SEE: NATIONAL AGREEMENT\**

### C. Layover Time

When a driver is required to layover away from the driver's home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If driver is held over after the fourteenth (14th) hour, he/she 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 driver is entitled if put to work any time within the twenty-two (22) hours after the run ends. The same

principle shall apply to each succeeding eighteen (18) hours.

Drivers shall not be compelled to report to work at the home terminal until they have had ten (10) hours off-duty time. 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 contract. It is further agreed where the time limit on layover interferes with regular running schedule, it shall be a shop condition.

When on compensable layover on Sunday and holidays there shall be a meal allowance of ten dollars (\$10.00); five (5) hours there- after, ten dollars (\$10.00); and five (5) hours later a third meal allowance of ten dollars (\$10.00). No more than three meals will be allowed during any 24-hour period.

**Drivers shall be dispatched home after their third (3<sup>rd</sup>) layover point. All time spent on layover after the third (3<sup>rd</sup>) layover point shall be paid for time.**

### MEMORANDUM OF AGREEMENT

NO CHANGE

### ARTICLE 55.

*\*SEE: NATIONAL AGREEMENT\**

### MEMORANDUM OF UNDERSTANDING

NO CHANGE