

Central States, Southeast and Southwest Areas Pension Plan
Item #37

Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements.

See section 7.07.

The required excerpts from the relevant collective bargaining agreements and side agreements are attached as document numbers:

- 37.1 (Section I ABF Freight System, Inc.)
- 37.2 (Section II YRC, Inc / USF Holland, Inc.)
- 37.3 (Section III Group Agreements)
- 37.4 (Section III Group Agreements (continued))
- 37.5 (Individual Agreements)
- 37.6 (Individual Agreements (continued))
- 37.7 (Individual Agreements (continued))
- 37.8 (Individual Agreements (continued))
- 37.9 (Individual Agreements (continued))
- 37.10 (Participation Agreements)
- 37.11 (Participation Agreements (continued))
- 37.12 (Participation Agreements (continued))
- 37.13 (Participation Agreements (continued))
- 37.14 (Participation Agreements (continued))

**APPLICATION FOR APPROVAL OF BENEFIT SUSPENSION FOR
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN**

ITEM NO. 37

SECTION I	ABF Freight System, Inc.
SECTION II	YRC, Inc. / USF Holland, Inc.
SECTION III	Group Agreements
SECTION IV	Individual Agreements
SECTION V	Participation Agreements

SECTION I

ABF Freight System, Inc.

NATIONAL MASTER FREIGHT AGREEMENT



**For The Period April 1, 2008
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NATIONAL MASTER FREIGHT AGREEMENT

**For the Period of
April 1, 2008 through March 31, 2013**

covering:

Operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory.

The _____ (Company or Association) hereinafter referred to as the EMPLOYER and the TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and Local Union No. ——— which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1. PARTIES TO THE AGREEMENT

Section 1. Employers Covered

The Employer consists of Associations, members of Associations who have given authorization to the Associations to represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signator to this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations represent that they are duly authorized to enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations.

Article 1, Section 2

Section 2. Unions Covered

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters National Freight Industry Negotiating Committee representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

Section 3. Transfer of Company Title or Interest

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this

Article1, Section 3

Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable lay-off provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1. Master Agreement

The execution of this National Master Freight Agreement on the part of the Employer shall apply to all operations of the Employer which are covered by this Agreement and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto.

Section 2. Supplements to Master Agreement

(a) There are several segments of the trucking industry covered by this Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement.

Article 2, Section 2

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements."

All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement.

In all cases involving the transfer of work and/or the merger of operations subject to the provisions of Article 8, Section 6 or Article 5, Section 2, where more than one Supplemental Agreement is involved and one or more of them contains provisions contrary to those set forth in Article 8, Section 6 or Article 5, Sections 2, the applicable terms and conditions of the NMFA shall supersede those of the contrary Supplemental Agreements, including the resolution of any seniority related grievances that may arise following approval of the involved transfer of work and/or merger of operations.

(b) The parties shall establish four (4) Regional Area Iron and Steel and/or Truckload Supplements to the National Master Freight Agreement.

The Employer and the Local Union, parties to this Agreement, may enter into an agreement whereby road drivers working under an Over-The-Road Supplemental Agreement have the opportunity to perform work covered by and subject to the above Regional Area Supplements, under conditions agreed upon. Such Supplement shall be submitted to the appropriate Regional Joint Area Committee.

(c) The jurisdiction covered by the National Master Freight Agreement and its various Supplements thereto includes, without limitation, stuffing, stripping, loading and discharging of cargo or containers. This does not include loading or discharging of cargo or containers to or from vessels except in those instances where such work is presently being performed. Existing practices, rules and understandings, between the Employer and the Union, with respect to this work shall continue except to the extent modified by mutual agreement.

Section 3. Non-covered Units

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

Card Check

(a) When a majority of the eligible employees performing work covered by an Agreement designated by the National Negotiating Committee to be Supplemental to the National Master Freight Agreement execute a card authorizing a signatory Local Union to represent them as their collective bargaining agent at the terminal location, then, such employees shall automatically be covered by this Agreement and the applicable Supplemental Agreements. If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed upon process for determination and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition. In such cases the parties may by mutual agreement negotiate wages and conditions, subject to Regional Joint Area Committee approval.

The parties agree that a constructive bargaining relationship is essential to efficient operations and sound employee relations. The parties recognize that organizational campaigns occur in bargaining relationships and that both parties are free to accurately state their respective positions concerning the organization of certain groups of employees. However, the parties also recognize that campaigns must be waged on the facts only. Accordingly, the parties will not engage in any personal attacks against Union or Company representatives or attacks against the Union or Company as an institution during the course of any such campaign.

Additions to Operations: Over-The-Road and Local Cartage Supplemental Agreements

(b) Notwithstanding the foregoing paragraph, the provisions of the National Master Freight Agreement and the applicable Over-the-

Article 2, Section 3

Road and Local Cartage Supplemental Agreements shall be applied without evidence of union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are controlled and utilized as a part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation.

If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed-upon process for determination, and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition.

The provisions of Article 32 - Subcontracting, shall apply to this paragraph. Extensions or additions to current operations, etc., which adjoin and are controlled and utilized as part of such current operation shall be subject to the jurisdiction of the appropriate Change of Operations Committee for the purpose of determining whether the provisions of Article 8, Section 6 - Change of Operations, apply and, if so, to what extent.

Section 4. Single Bargaining Unit

The employees, Unions, Employers and Associations covered under this Master Agreement and the various Supplements thereto shall constitute one (1) bargaining unit and contract. It is understood that the printing of this Master Agreement and the aforesaid Supplements in separate Agreements is for convenience only and is not intended to create separate bargaining units.

This National Master Freight Agreement applies to city and road operations, and other classifications of employment authorized by the signatory Employers to be represented by Employer Associations or Employers, where applicable, participating in national collective bargaining. The common problems and interest, with respect to basic terms and conditions of employment, have resulted in the creation of the National Master Freight Agreement and the respective Supplemental Agreements. Accordingly, the Associa-

Article 2, Section 4

tions and Employers, parties to this Agreement, acknowledge that they constitute a single national multi-employer collective bargaining unit, composed of the Associations named hereinafter and those Employers authorizing such associations to represent them for the purpose of collective bargaining, and solely to the extent of such authorization, and such other individual employers which have, or may, become parties to this Agreement.

Section 5. Riders

Upon the effective date of this Agreement, all existing or previously adopted Riders which provide less than the wages, hours, and working conditions specifically established by this Agreement and Supplemental Agreements shall become null and void. Thereafter, the specific provisions of this Agreement and applicable Supplemental Agreements shall apply without being subject to variance by Riders. This Section shall not be applied or interpreted to eliminate operational, dispatch, or working rules not specifically set forth in this Agreement and Supplemental Agreements.

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Section 1. Recognition

(a) The Employer recognizes and acknowledges that the Teamsters National Freight Industry Negotiating Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees in the classifications of work covered by this National Master Freight Agreement, and those Supplements thereto approved by the Joint National Negotiating Committees for the purpose of collective bargaining as provided by the National Labor Relations Act.

Subject to Article 2, Section 3 - Non-covered Units, this provision shall apply to all present and subsequently acquired over-the-road and local cartage operations and terminals of the Employer.

This provision shall not apply to wholly-owned and wholly inde-

Central Region Local Cartage Supplemental Agreement

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

*In the following territory: Michigan,
Ohio, Indiana, Illinois, Wisconsin,
Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas,
Kentucky, and West Virginia.*

**For The Period April 1, 2008
thru March 31, 2013**



**Central Region
Local Cartage
Supplemental Agreement**

covering

**EMPLOYEES OF
PRIVATE, COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, and West Virginia.

The _____ (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 Supplemental Agreement.

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2008, 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

Operations Covered

(a) The execution of this Supplemental Agreement (hereinafter referred to as "Agreement"), on the part of the Employer shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight within the area located within the jurisdiction of the Local Union, not to exceed a radius of one hundred (100) miles. However, it is understood that the area between the fifty (50) mile radius and the one hundred (100) mile radius may be serviced by employees operating under this supplemental agreement or an Over-The-Road Supplemental Agreement. The Company has the right to service small or marginal accounts or areas as they do presently and historically. Where there is a dispute as to what operations are presently and historically handled by interline or cartage operations the matter shall be referred to the Central Region Joint Area Local Cartage Committee. Present terminal to terminal operations will continue as they currently exist.

A Local Union may agree with the Employer-Carriers to extend the above-mentioned radius on any city or town within its jurisdiction. However, where there are overlapping jurisdictions, the agreement of all Local Unions affected must be had with regard to such overlapping jurisdictions.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purpose of this Agreement. The term "employee" also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling and allied work.

(c) The provisions of this Article shall not operate to restrict the provisions contained in Article 52 of the Central States Area Over-the-Road Motor Freight Supplemental Agreement.

gible 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 Health and Welfare 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.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 55. PENSIONS

Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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. 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.

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)

(5) 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 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.

ARTICLE 56. LEASED EQUIPMENT

Section 1.

For the purpose of protecting the established driver's rate, minimum rental rates for the leasing of equipment owned by an employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided they produce the minimum cost of operating the equipment in addition to full driver's wages and allowances.

Section 2.

In the event the Employer leases equipment from individual owners, then in that event the Employer shall pay the driver directly and separately from the lessor of said equipment.

Section 3.

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

Central Region Over-the-Road Supplemental Agreement

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON AND
CONTRACT CARRIERS**

*In the following territory: Michigan,
Ohio, Indiana, Illinois, Wisconsin,
Minnesota, Iowa, Missouri, North Dakota,
South Dakota, Nebraska, Kansas,
Kentucky, and West Virginia.*

**For The Period April 1, 2008
thru March 31, 2013**



**Central Region
Over-the-Road Motor Freight
Supplemental Agreement**

covering

**DRIVERS EMPLOYED BY
PRIVATE, COMMON, AND
CONTRACT CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**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.**

The _____ (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 Master Freight Agreement hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2008, 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.

To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty.

The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

In the event of a death of an employee's current Mother-in-law or Father-in-law the employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision.

ARTICLE 61. HEALTH AND WELFARE BENEFITS

"Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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."

ARTICLE 62. PENSIONS

"Effective August 1, 2007, the Employer contributed to the Central

States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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.”

ARTICLE 63.

Section 1. Items Covered

This Article refers to commodities and solid loads referred to in the Iron and Steel and Truckload Supplement.

Section 2.

Such articles may be hauled within, into and out of Central States, Southern, Western, Eastern Regions. Iron & Steel Commodities in excess of the above list which have been previously approved by the original Region may be hauled within and to other Conferences but require destination Region approval for those commodities.

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within I.C.C. and D.O.T. rules and regulations. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of IBT Joint Council #25, and/or Chicago Truck Drivers Local 705, in the Chicago area other than those that may be permitted under the terms of such Local's agreements.

Southern Region Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
PICKUP AND DELIVERY
SUPPLEMENTAL AGREEMENT**

**COVERING EMPLOYEES OF PRIVATE,
COMMON, CONTRACT AND LOCAL
CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations
in the Territory of:**

**ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern 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 Freight Forwarding Pickup and Delivery Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008 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.

Section 1. Scope of Agreement

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Pickup and Delivery operations of the Employer, except as provided in the Over-the-Road Agreement, in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the city pickup and delivery and dockmen employees, this Agreement shall automatically become effective.

(c) City drivers shall be permitted to perform normal pick up and delivery and cartage duties within the one hundred (100) mile radius or as otherwise agreed to. The area between the fifty (50) and one hundred (100) mile radius will, for the most part, be serviced by the City P & D operation however, the Company has the right to service small or marginal accounts as they do presently and historically. Existing mutual agreements will remain in effect.

Within one hundred and eighty (180) days of the signing of this agreement, the Company and Local Unions shall identify present, third party operations within the one hundred (100) mile radius.

This provision does not prohibit road drivers from performing normal terminal operations within the one hundred (100) mile radius as provided in the present contract.

Under no circumstances will overflow traffic within the fifty (50) mile radius be given to a Cartage company with local cartage employees laid off.

The Company will provide each Local Union a list of all shipments given to an interline or third party carrier upon request of the Local Union. This list will consist of the date tendered to the third party carrier, pro numbers and date delivered by third party carrier. The list will be provided to the Local Union pursuant to Article 7 of the National Master Freight Agreement.

HOURS/SHIFTS

The Company may utilize five (5) eight's (8's) / four (4) tens (10's) or any other combination of hours that is mutually agreed to between the parties.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any driver operating a truck tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Agreement, and Checkers, Switchmen, Hostlers, Forklift Operators, and Dockmen.

Section 3. Over-the-Road Work

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) or customer facilities at any time, regardless of whether the terminal is open or closed.

Under no circumstances will out of classification employees be utilized in Over-the-Road operations.

ARTICLE 41.

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but 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 purposes 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 to 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 Health and Welfare 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.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 51. PENSION

Effective August 1, 2007, the Employer contributed to the Central

States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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. 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.

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) (5) 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 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.

ARTICLE 52. VACATIONS

Section 1.

A vacation of one (1) week shall be granted with pay to all employ-

Southern Region Area Over-the-Road Motor Freight Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**, 2008
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**SOUTHERN REGION AREA
OVER-THE-ROAD MOTOR FREIGHT
SUPPLEMENTAL AGREEMENT**

**Covering
DRIVERS EMPLOYED
BY PRIVATE, COMMON AND
CONTRACT CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, AND TEXAS**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern 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 is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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.

(a) The execution of this Supplemental Agreement, herein referred to as "Agreement", on the part of the Employer shall cover all over-the-road operations of the Employer in said described area.

(b) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle, operated for transportation purposes when used to defeat the purpose of this Agreement.

Section 2. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer, during the probationary period and is then worked again at any time during the next full twelve (12) months, at any of the Employer's locations within the jurisdiction of the Local Union covering the ter-

minal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

Section 3. Casual Employees

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees, when such regular employees are off due to illness, vacations, or other absence, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer

must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) the employee's name, address, telephone number and social security number, and,

(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

a) The transfer opportunity is a once in a lifetime opportunity;

b) The employee must notify the employer and local union, in writing, of their intent to transfer;

c) The transfer opportunity will be afforded when the company is in a hiring mode;

d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

Section 4. Preferential Casuals

When a casual is used by the Employer for seventy (70) tours of duty, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list, when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days, after the aforementioned seventy (70) tours and notification of the Local Union. The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) employer.

Casual employees on the preferential casual list shall be offered available extra work in the order in which they were placed on the

preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed eight (8) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company, in writing, thirty (30) days prior to implementation of a preferential casual list being established.

Section 5. Student Driver

Employees on student trips shall be paid in accordance with the provisions of this Agreement.

In all cases hired or leased equipment shall be operated by an employee of the certified or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his/her services, as well as the ends to be accomplished. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

Section 6. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the Local City Pickup and Delivery Agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.

Section 7. Pickup and Delivery limitations

General commodity operations shall be dock-to-dock, but one (1) pickup and delivery shall be permitted within the established city radius at both the origin and destination of the freight provided that the driver received the applicable hourly rate of pay for time lost due to delivery. Pickup or delivery of a trailer at an interline terminal, shall be allowed.

Excessive loading or unloading the freight (fingerprinting freight) by an over-the-road driver, will be resolved by no less than two (2) times the rate of pay for penalty and will be resolved by the two (2) Road Chairman (Union/Employer). It is further understood that the elimination of the T-Rule is NOT authorization by the Union for excessive use by the Employer.

Section 8. Pickup and Delivery

Neither pickup at origin nor delivery at destination shall be permitted where a driver or drivers, or driver and helper would exceed the Interstate Commerce Commission and the Department of Transportation rules or on any run which cannot be completed within said rules, from point of origin to final destination, including such pickup and/or delivery.

Section 9. Addenda

Addenda or Supplements to this Agreement providing for better wages, hours, and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto except in those instances agreed by the National Committee.

ARTICLE 41. ABSENCE

Section 1. Time off For Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. 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.

ARTICLE 58. PENSION

Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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. 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.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association 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 (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 (5 days per week) until such employee returns to work; however, such contributions 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 (5 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 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 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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 in *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 Employer's 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 for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 59. STEEL HAUL ONLY

Section 1. Description of Commodities

The description of iron and steel items is as follows:

Angles

Bands

Bars

Beams

Billets

Blanks

(stamping or shapes unfinished in bundles or lifts)

Channels

Coils

Pilings

Plates

Rods

Sheets

Skelps

Slabs

Strip

Tubing

Coiled rods

Wire in bundles

Rolling mill rolls and individual castings weighing more than 250 pounds.

Section 2. Pickup and Delivery

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within the Interstate Commerce Commission regulations, provided, however, no driver shall be compelled to make delivery at final destination, who has worked and/or driven ten (10) hours.

There shall be no pickup or delivery of a solid load in the area under the jurisdiction of I.B.T. Locals 710, 705, 721, 782, 801 and inde-

Southern Region Area Local Freight Forwarding Garage Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For Th
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**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
GARAGE SUPPLEMENTAL AGREEMENT**

**Covering
Employees of Private,
Common, Contract and Local
Cartage Carriers**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations
in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the Mechanical and Service Department in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern 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 Freight Forwarding Garage Supplement Agreement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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.

The Employers recognize the need to provide the necessary technical tools and training for mechanics that are required to perform maintenance and repair of equipment. The Company will determine the type of training, tools and equipment required for bargaining unit employees. The Company understands that training of mechanics is necessary due to the continued technological changes when new equipment is introduced into the operating company system.

ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED

Section 1. Scope of Agreement

(a) The execution of this Agreement on the part of the Employer shall cover all the Mechanical and Service operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the mechanical and service employees, this Agreement shall automatically become effective.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any Lead Mechanic, Mechanic, Mechanic Helper, Parts Man and Service Man, etc., or any other classification of work when used to defeat the purpose of this Agreement.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.

ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

Section 2. Casual Employees

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. 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.

ARTICLE 51. PENSION

Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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. 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.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association 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 (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 (5 days per week) until such employee returns to work; however, such contributions 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 (5 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 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 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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 in *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 Employer's 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.

ARTICLE 52. VACATIONS

Section 1.

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2.

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3.

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4.

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5.

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of twenty (20) years or more.

Section 6.

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of

Southern Region Area Local Freight Office Clerical Employees Supplemental Agreement

**Covering
Employees of Private, Common, Contract
and Local Cartage Carriers**



**For TI
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**, 2008
13**



**SOUTHERN REGION
AREA LOCAL FREIGHT
OFFICE CLERICAL EMPLOYEES
SUPPLEMENTAL AGREEMENT**

**Covering
EMPLOYEES OF PRIVATE, COMMON,
CONTRACT AND LOCAL
CARTAGE CARRIERS**

**For the Period of
April 1, 2008 through March 31, 2013**

**Covering the Operations in the Territory of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern 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 Office Clerical Supplement Agreement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008, 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.

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Office Clerical operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the Office Clerical employees, this Agreement shall automatically become effective.

Section 2. Employees Covered

To cover persons employed as Office and Clerical employees, construed to mean, but not limited to, any Rate Clerk, Cashier, Head Cashier, Assistant Cashier, OS&D Clerk, Customer Care Clerk, PACs Clerk, Receptionist, Imaging Clerk, Special Account Clerk, Driver Check-in Clerk, Appointment Clerk, R&U Clerk, General Clerk, Manifest Clerk, Billing Clerk, File Clerk, Tracing Clerk, Secretary/Stenographer, Rate Clerk B, Code Clerk and Mail Clerk, any other classifications of work when used to defeat the purpose of this Agreement, who are employees in the offices of Common Contract, and Private carriers in the States of Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Oklahoma, Louisiana, Texas and the City of Asheville, North Carolina.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operations.

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 Health and Welfare 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.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. 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.

ARTICLE 51. PENSION

Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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. 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.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association 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 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 (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 (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

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 (5 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 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 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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 in *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 Employer's employees, for purposes of determining which employees were eli-

gible 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.

ARTICLE 52. VACATIONS

Section 1. One Week

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2. Two Weeks

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3. Three Weeks

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4. Four Weeks

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5. Five Weeks

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement, who have worked for the Employer for a period of twenty (20) years or more.

Carolina Freight Council City Cartage Supplemental Agreement



**For Tl
th**

**, 2008
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**CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD
APRIL 1, 2008 TO MARCH 31, 2013**

PREAMBLE

To cover all city pickup and delivery, peddle runs, and all dock employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

The _____
(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008, 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

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators, switchers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within an area located within the jurisdiction of the Local Union, not to exceed a radius of 25 miles of the zero point in the terminal city.

This Agreement shall also cover peddle run operations (within a radius of 75 direct highway miles of the home terminal) not exceeding 150 miles round trip. Peddle run drivers will not be used to circumvent the road contract guarantees.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver/helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and assembling.

Section 2. Combination City Road Work

The position of both Employer and Union Negotiating Committees is that under the Agreement, city men shall not perform road work or vice versa. But, in certain circumstances, city men must be called in to do roadwork. In that event:

(a) City Work-Road Run-Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is assigned to a road run from which he returns within his normal working day, he shall be paid for city work performed, plus appropriate road pay on the road run plus hours worked in city after return from the road run. All hours actually worked must be included for computation of overtime.

(b) City Work-Road Run-No Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is then assigned to a road run, and does not perform any city work after conclusion of the road run, he shall be paid for city work performed, plus pay for the road run at the appropriate rate and guarantee. In this situation, hours worked on the road run shall not be included in the calculation of overtime.

(c) A combination driver operation shall not be put into effect for the purpose of avoiding or defeating the provisions of either the City or Over-the-Road Agreement. A combination driver shall be defined to be an operation on which an Employer can only by reason of necessity use a driver on combined duties.

(d) Peddle-run drivers shall be allowed to perform their normal duties of their runs.

(e) Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by this Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pickup a trailer to and from the terminal.

When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and /or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

(f) A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

Any Company that requests city employees to make road trips with

any regularity will meet with the Local Union for the purpose of reaching an agreement on how to offer work opportunity to these employees.

Section 3. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

Section 4. – Subcontracting

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as Freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Carolina Bi-State Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The Carolina Bi-State Supplemental Subcontracting Committee shall be comprised of the Union and the Employer Supplemental Chairmen, or their designees, of the Carolina Supplemental Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis, to resolve alleged disputes of this article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:

Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor;

Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted;

Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

(1) Preserving work and job opportunities for the employees covered by this Agreement;

(2) Protecting the standards of employment covered by this Agreement; and

(3) Recapturing lost job opportunities; all to the maximum extent legally possible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(B) Provided, however, that the Employer may subcontract to an

employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

In order to protect the economic terms and conditions of employment of this Agreement, the respective unions may request from the Employer, within ninety (90) days following ratification of this Agreement, the economic terms and conditions of employment paid to its subcontractors to be submitted to the Carolina Bi-State Subcontracting Committee for review.

ARTICLE 41 – ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 54 – PENSION FUNDS

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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.”

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty

either 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 or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the 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 (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

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

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 (5 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 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 Region Joint Area Committee by 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 Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *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-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 55 – LEASED EQUIPMENT

Section 1.

For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

Section 2.

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

Section 3.

The Employer expressly reserves the right to control the manner,

Carolina Freight Council Over-the-Road Supplemental Agreement



**For T
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**CAROLINA FREIGHT COUNCIL
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**

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

PREAMBLE

To cover the drivers employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, **2008** and 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

The execution of this Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above.

Section 1. Operations Covered

All operations into and out of North and South Carolina shall be paid under the terms of this Agreement.

Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by the Carolina Freight Council City Cartage Supplemental Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pick-up a trailer to and from the terminal. (Driver will not handle the freight). Road drivers will also be permitted to switch their unit at any terminal in North or South Carolina provided there is no bid switcher on duty. When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and/or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

Section 2. Employees Covered

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement.

(b) Student Driver. Employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) Hired or Leased Equipment. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permit-

ted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner operator performs his services, as well as the ends to be accomplished.

Section 3. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate agreements entered into between the Employer and the involved Local Union. Employees subject to the Agreement shall not be permitted to perform dock work or city pickup and delivery service, where the performance of such work conflicts with the local city pickup and delivery agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

The prevailing Local Union City Cartage Contract shall govern all wages and conditions on runs exclusively within a compass radius of 25 miles of the zero point in the terminal city. Peddle runs are not covered by this Agreement, but are covered by the City Cartage Agreement.

A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

City and/or Peddle Runs - Road Driver on Peddle.

A. When a road driver is informed he is being put on a city and/or peddle run he shall be entitled to a minimum of four (4) hours.

B. A road driver arriving at a foreign terminal is on delay time until he is informed he is being put on a city and/or peddle. From the time he is so informed until he completes the run, or is told otherwise, he is construed to be on the city and/or peddle run.

C. Road drivers dispatched with multiple pickups and/or deliveries within a twenty-five (25) mile radius of each other will be paid the

applicable hourly road rate starting with the arrival at the first customer until leaving the last customer within said radius.

Section 4. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

ARTICLE 41 – ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

A union member on a seniority list of employees domiciled within the jurisdiction of a Local Union signatory to this Agreement at the time of such member's election or appointment to serve as a full time union official of any such Local Union shall be granted a leave of absence during the period of such union employment, without discrimination or loss of seniority rights, and without pay or benefits of any kind. This provision shall apply retroactively and prospectively to cover only employees who, during the life of this Agreement, hold bona fide full time union positions in a Local Union signatory to this Agreement, and shall not apply to part time union officials or to persons not actively working, or appointed to work, as a bona fide full time union official. This provision shall not be used to avoid the disciplinary provisions of this Agreement.

Section 2. Leave of Absence

(a) Any employee desiring leave of absence from his employment

ARTICLE 60 – PENSION FUNDS

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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.”

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) 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 ter-

mination 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 or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the 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 (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

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

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 (5 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 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 Region Joint Area Committee by 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 Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *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, regard-

less of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 61 – FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral.

ARTICLE 62 – STEEL HAUL ONLY

In the event any Employer institutes an owner operator steel haul, the Union may reopen this Section upon sixty (60) days' written notice by certified or registered mail to the Employer and request negotiations of matters dealing with description of iron and steel items, pickup and delivery of iron and steel items and minimum rates of pay for equipment owned and driven by the owner driver.

Upon the failure of the Employer and the Union to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their position, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 63 – 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.

ARTICLE 64 – TERM OF SUPPLEMENT

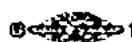
The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Master Agreement between the parties hereto

Carolina Freight Council Automotive Maintenance Supplemental Agreement



**For TI
th**

**, 2008
13**



**CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD
APRIL 1, 2008 TO MARCH 31, 2013**

PREAMBLE

To cover all mechanics, mechanic's helpers, garage men, parts and stock room employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Automotive Maintenance Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008 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.

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.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 53 – PENSION FUNDS

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) 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, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the 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.”

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee cov-

ered by this Agreement who has been on the payroll sixty (60) days or more.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) 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 or for operations under the Carolina Supplemental 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 (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to

pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

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 (5 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 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 Region Joint Area Committee by 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 Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employ-

ees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in 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-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY

Section 1. Repair Mechanics

Journeyman Mechanic: Is an employee fully qualified and capable of building, rebuilding, repairing and maintaining all parts of automotive equipment as may be required in the department to which they are assigned with only customary general supervision normally required by a Journeyman Mechanic. He must be able to handle automotive equipment as may be necessary in the performance of his duties.

Section 2. Trailer Mechanics Journeyman Mechanic

An employee fully qualified and capable of building, rebuilding,

Virginia Freight Council Supplemental Agreement

**Covering
City Pickup and Delivery
and Over-the-Road**



**For The Period April 1, 2008
thru March 31, 2013**



**VIRGINIA FREIGHT COUNCIL
CITY PICKUP AND DELIVERY
And
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**

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

PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. _____ (Company hereinafter referred to as the Employer or Company and the Virginia Freight Council 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 and Over-the-Road Supplemental agreement is supplemental to and becomes a part of the Master Freight agreement, herein referred to as the "Master Agreement" for the period commencing April 1, 2008, 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.

When a non-laid off road driver is held in readiness by the Company for one complete health and welfare week and performs no work, contributions shall be made for that week provided the road driver does not refuse or miss a work call.

Section 8.

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 purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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's contribution obligation.

Section 9.

A proposal to switch employees from coverage by one health and welfare fund to another must be by mutual agreement of the Employer and Union representatives on the Virginia Supplemental Negotiating Committee. In the event of a deadlock by the Virginia Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

ARTICLE 47. PENSION FUNDS

Section 1. Local 822 only -

(a) Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll sixty (60)

days or more. For the increase in the contribution rate due August 3, 2008 and each August of the Agreement, the Supplemental Negotiating Committees shall allocate the 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.

(b) Effective April 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(c) Effective August 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) per day or tour of duty either worked or compensated, to a maximum of two hundred eighty dollars (\$280.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(d) Effective March 30, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

(e) Effective August 3, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) for each day or tour of duty worked by each casual employee until such time as such employees 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.

(f) 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 within the aforesaid jurisdiction.

(g) By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association 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 by such Trustees within the scope of their authority.

(h) 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 (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

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

(j) 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 (5 days per week) into the Pension Fund during the period of absence,

(k) 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 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 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.

(l) 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 purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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 in *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 Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agree-

ment. This decision is consistent with the understanding and intention of the parties to this Agreement.

(m) Action on delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

Section 2. -

Locals 22, 29, 171, 592 (and 822 where applicable)

Effective April 1, 2008, all Employers having employees domiciled in the jurisdiction of Local Unions 22, 29, 171, 592, (and 822 where applicable) shall contribute to the Teamsters Joint Council 83 Pension Fund, the sum of Two Hundred Sixty-five Dollars and Sixty Cents (\$265.60) per week for each regular employee covered by this Agreement.

Section 3. -

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2009, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Funds and multiple Health and Welfare Funds, first allocate that por-

tion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

Section 4.

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 Region 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 Region Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 5.

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

Section 6.

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 for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 7.

Contributions to the Pension Fund must be made for each week on each regular and laid-off employee who works at least one(1) day in

that week under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement; and although, contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 8.

Effective April 1, 2008, the Employer shall contribute for each casual employee who works, the maximum amount of Eight Dollars (\$8.00) per day to the applicable Pension Fund. This payment shall not be required if pension contributions established by this Supplemental Agreement have been paid on their behalf.

Section 9.

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 purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors 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's contribution obligation.

ARTICLE 48. SICK LEAVE

All employees shall have five (5) days sick leave per year.

Sick leave not used by March 31 of 2008 will be paid on March 31, 2008 at the hourly rate then in existence. To convert the accrual and cash out dates for sick leave from April 1 to January 1 would become effective January 1, 2009. As an example employees would



**Kansas City Office Contract
for the period of
April 1, 2013 through March 31, 2018**

Between

ABF FREIGHT SYSTEM, INC.

and

**Teamsters Local Union No. 41
International Brotherhood of Teamsters**

RECEIVED

MAR 24 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013 by ABF FREIGHT SYSTEM, INC. hereinafter called the "Company", and TEAMSTERS LOCAL UNION NO. 41 of Kansas City, Missouri, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", for and in favor of certain office employees, hereinafter referred to as "Employees".

ARTICLE 1 **Union Recognition**

The Company recognizes the Union as the sole collective bargaining representative of all office employees, including regular part-time employees, of the Company in the Metropolitan Kansas City area, excluding general office employees, dispatchers, confidential secretaries, salesmen, office manager, professional employees, guards, and supervisory employees as defined in the National Labor Relations Act, as amended.

ARTICLE 2 **Membership**

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all office employees included in the Wage Schedule attached, in matters relating to wages, hours, and working conditions.

Section 2. Those Companies whose facilities are located in the State of Missouri agree that as a continuing condition of employment with the Company that employees covered by this Agreement, both present and new employees, shall become and remain members in good standing of the Union. Employees losing their membership in the Union by reason of failure to pay initiation fees or membership dues will not be retained in the employ of the Company. The Company agrees upon receipt of written notice from the Union to discharge all such employees immediately.

Section 3. Where the Company facility is located in the State of Missouri all employees shall apply for membership in the Union on the thirty-first (31st) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is the later.

Section 4. For the purpose of this Agreement, where the Company facilities are located in the State of Missouri "membership in good standing" means that an employee has paid his/her union dues and fees.

RE: Shorts

The following provisions shall govern the wearing of shorts, unless the Employer and Local Union has a prior existing practice.

During the period May 1 through September 31, employees shall be allowed to wear appropriate shorts, subject to the guidelines set forth herein. Appropriate shorts shall be defined as walking or Bermuda style shorts with at least two (2) pockets and belt loops and which cannot be shorter than two (2) inches above the knee, properly hemmed at the bottom and of a conservative basic solid color, (black, blue, brown or green). Socks and appropriate foot wear must be worn at all times.

Short shorts, cut offs, unhemmed, athletic, gym, biking, spandex and calf length shorts shall not be allowed.

RE: Work transferred from the bargaining unit through a Change of Operations, etc.

Any work transferred out that has been done by the bargaining unit and then returned will be handled by the bargaining unit employees.

RE: Work Week Language

The Work Week language spelled out in the current contract covers the Kansas City Office of ABF, does not preclude by mutual agreement of each company and Local Union of working other agreed to work weeks subject to approval by majority vote of members affected.

RE: Bargaining Unit Work

In the event a management person deliberately performs bargaining unit work the Company will pay as a penalty two (2) times the actual time involved in the performance of each function, with a minimum of one (1) hour to the person designated by the Union for each instance of performance of bargaining unit work.

This penalty clause is in no way intended to supersede any past grievance decision or practices requiring penalty payment of a greater amount.

The language and interpretation of the 2013-2018 ABF National Master Freight Agreement and Central Region Local Cartage Supplemental Agreement (ABF NMFA L/C) will apply for conditions listed below:

Grievance Procedure	ABF NMFA L/C Article 7, 8, 44 & 45
Funeral Leave	ABF NMFA L/C Article 53
Holidays	ABF NMFA L/C Article 52
Vacations	ABF NMFA L/C Article 51
Leave of Absence	ABF NMFA L/C Article 42
Health & Welfare	ABF NMFA L/C Article 54
Pension	ABF NMFA L/C Article 55
Sick Leave	ABF NMFA L/C Article 62



**KANSAS CITY, MO SHOP SERVICE CONTRACT
FOR THE PERIOD OF
JUNE 1, 2013 THROUGH MAY 31, 2018**

BETWEEN

ABF FREIGHT SYSTEM, INC.

AND

**TEAMSTERS LOCAL UNION NO. 41
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

RECEIVED
MAR 24 2014
CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT entered into by and between ABF Freight System, Inc. hereinafter referred to as the "Company" and Local Union No. 41 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union". Where reference is made herein to the ABF National Master Freight Agreement and/or ABF Central Region Local Cartage Supplemental Agreement, it is to those Agreements and interpretations thereof covering the period June 1, 2013 through May 31, 2018.

WHEREAS, the Company and the employees of the maintenance department covered by this Agreement, through their respective representative, except office help, salesmen and night watchmen have negotiated with desire to stabilize employment and eliminate friction; therefore, it is the desire of the Company and all the said employees to incorporate the matters agreed upon and form a contract: therefore, and to this end, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

Section 1:

The Company agrees to bargain with the Union as the sole collective bargaining agent for all its employees affected by this Agreement. The Company will negotiate at all times necessary in the manner provided herein with the chosen accredited representatives of the Union for the purpose of settling disputes which may arise as to wages, hours, working conditions, discriminations, or other grievances which may exist or arise in the future.

Section 2 – Union Shop and Check Off:

The following two (2) paragraphs shall only apply to those establishments located in the State of Missouri:

- (a) Union Shop – Upon compliance with the requirements of Section 8 (a) (3) (i) of the Labor-Management Relations Act, as amended, or upon a change in the law eliminating such requirements, membership in the Union shall be a condition of employment for all employees on or immediately after the thirty-first (31st) Calendar day following the beginning of such employment or the effective date of this provision, whichever is the later.

Union membership, for purpose of this Agreement, is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities.

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the Company from the employee's check.

Section 5:

An employee, upon the giving of a reasonable notice of not less than two (2) weeks to the Company, shall be given his vacation pay before starting on his earned vacation.

Section 6:

It is understood and mutually agreed that with regard to the applications and provisions of this Article that time lost for any one (1) specific sickness or injury may be used in only one (1) anniversary year to determine vacation eligibility.

ARTICLE 8 – HEALTH AND WELFARE FUND

The provisions of the Health and Welfare Benefits of the ABF National Master Freight Agreement and ABF Central Region Local Cartage Supplemental Agreement (April 1, 2013 through March 31, 2018) shall apply, with subsequent increases each year.

ARTICLE 9 – PENSION

The provisions of the ABF National Master Freight Agreement and ABF Central Region Local Cartage Supplemental Agreement (April 1, 2013 through March 31, 2018) in regards to Pension Benefits shall apply, with subsequent increases each year.

The Company hereby agrees to participate in the Teamsters National 401(k) Savings Plan (the "Plan") on behalf of all employees represented for purposes of collective bargaining under this agreement. The Company is not required to participate in the Teamsters National 401(k) if Teamster employees were eligible to participate in an Employer sponsored 401(k) as of January 1, 1998.

The Company will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Company will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Company will execute a Participation Agreement with TNFINC and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

ARTICLE 10 – SICK LEAVE/FAMILY AND MEDICAL LEAVE ACT

Section 1:

Regular employees shall be granted five (5) days sick leave in each contract anniversary year.

Section 2:

Sick leave payments shall be calculated on the basis of eight (8) hours straight time pay at the applicable hourly rate, regardless of daily guarantee.

Sick leave will be paid to eligible employees beginning on the first (1st) working day of absence due to sickness or accident.

Section 3 – Eligibility for Daily Sick Leave:

Employees must be listed on the seniority roster (active or inactive) at the commencement of each contract year (June 1) and have remained continuously on the seniority roster at the time sick leave payments are claimed.

In order to be eligible for daily sick leave payments, the eligible employee must be on the seniority roster at the time of illness or accident.

Employees on the inactive seniority roster prior to June 1 of a calendar year due to layoff or long term illness or injury are not eligible to receive sick leave. Once the employee returns to work, he shall be eligible for sick leave occurring after that date.

Section 4 – Eligibility for Payment of Unused Sick Leave:

Sick leave not used by May 31st of any contract year will be calculated at the applicable hourly rate in existence on that date based on the following:

- (a) In order to receive payment of the unused portion of sick leave upon the completion of the contract year (May 31), the employee must have worked ninety (90) days including holidays, vacations, and compensable jury duty during the contract year and the employee must have remained on the seniority roster (active or inactive) for the complete contract year (June 1 through May 31).
- (b) A laid off employee is due sick leave benefits only if that employee meets the qualifications for payment of unused sick leave at the end of the contract year.



ABF FREIGHT SYSTEM, INC.

AND

**GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS
TEAMSTERS LOCAL UNION NO. 89**

**LOUISVILLE, KENTUCKY
CLERICAL AGREEMENT**

COVERING THE PERIOD APRIL 1, 2013 THROUGH MARCH 31, 2018

RECEIVED

JAN 24 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT dated April 1, 2013 is by and between ABF FREIGHT SYSTEM, INC., or its successors (hereinafter referred to as the "Company") and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 89, I.B.T. (affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union")). Where reference is made herein to the ABF National Master Freight Agreement and/or the ABF Central Region Local Cartage Supplemental Agreements, it is to those Agreements covering the period April 1, 2013 through March 31, 2018.

ARTICLE 1 – RECOGNITION

Section 1.

The Company agrees to recognize the Union as the sole and exclusive bargaining representative of its clerical employees at the Company's Louisville, Kentucky terminal, excluding the following classifications:

All confidential employees, office manager, salesmen, solicitors, terminal manager, guards, watchmen, supervisors, supervisory trainees, dispatchers, administrative and professional employees within the meaning of the National Labor Relations Act as amended and other employees covered by an existing Union contract. Janitorial employees shall be excluded from this labor agreement.

ARTICLE 2 – UNION SECURITY

Section 1.

The Company recognizes and acknowledges that the General Drivers, Warehousemen and Helpers Local Union No. 89 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2.

All present employees who are members of the Local Union on the effective date of this section or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment.

Union membership, for purposes of this Agreement, is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service

- current rate.
- (e) Effective first (1st) day of employment plus four (4) years – 100% of the current rate.

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

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

ARTICLE 21 – VACATIONS

By reference herein, the provisions of Article 51 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

ARTICLE 22 - PENSION

By reference herein, the provisions of Article 55 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

By reference herein, the provisions of Article 54 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

ARTICLE 24 - JURY DUTY

By reference herein, the provisions of Article 38, Section 2 of the ABF National Master Freight Agreement shall apply.

ARTICLE 25 - FUNERAL LEAVE

By reference herein, the provisions of Article 53 of the ABF Central Region Local Cartage Supplemental Agreement and interpretations thereof shall apply.

ARTICLE 26 - SICK LEAVE

By reference herein, the provisions of Article 38, Section 1 of the ABF National Master Freight Agreement and Article 62 of the ABF Central Region Local Cartage Supplemental Agreement and interpretations thereof shall apply.



OFFICE CLERICAL AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 100
(An affiliate of the International Brotherhood of Teamsters)

AND

ABF FREIGHT SYSTEM, INC.

CINCINNATI, OHIO

JULY 1, 2013 THROUGH JUNE 30, 2018

RECEIVED

JAN 21 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100 of Cincinnati, Ohio, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union” and ABF Freight System, Inc., hereinafter referred to as the “Company”.

WITNESSETH:

That, therefore, the Company and the Union acting by their duly authorized agents, agree as follows:

ARTICLE 1 – SCOPE OF AGREEMENT

This Agreement shall apply to all office clerical employees, both regular and part time, located at the Cincinnati terminal of the Company, but excluding confidential employees, terminal dispatcher, janitor, foreman, branch manager, office manager, sales representatives, watchmen, casuals, guards, professional and managerial employees and any other supervisors as defined by the National Labor Relations Act, as amended, and employees covered by existing labor agreements.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF

Section 1:

All employees covered by this Agreement who are presently employed by the Company shall, thirty-one (31) days after the effective date of this Agreement, be required to tender or pay uniform initiation fees and periodic dues to the Union as a condition of continued employment. All new employees covered by this Agreement shall, as a condition of continued employment, be required to tender or pay uniform initiation fees and periodic dues to the Union thirty-one (31) calendar days after the date of employment in the office.

Section 2:

The Company agrees to deduct from the pay of the employees covered by this Agreement, due and initiation fees of the Union when such deduction is authorized by the employee in writing to the Company. The Union shall furnish the Company a check-off statement showing the amount due from each employee, in the number of copies requested by the Company. The Company will return a copy of the statement together with the monies deducted to the Union, after having noted the employees that have been added and/or terminated.

sixty (60) days, the employee, upon written notice, shall be required to furnish bond and bear any expenses in excess of what an ordinary bond may cost.

ARTICLE 21 – COST OF LIVING

All employees covered by this Agreement shall be covered by the provisions for a cost of living allowance, as set forth in Article 33 (Cost of Living) of the ABF National Master Freight Agreement covering the period of April 1, 2013 through March 31, 2018.

ARTICLE 22 – HOURS OF SERVICE

Ninety percent (90%) of the regular full time employees shall be guaranteed forty (40) hours work or pay if available for work. It is agreed that office seniority shall prevail and that the forty (40) hours earnings guarantee need not apply to ten percent (10%) of the regular full time employees with a minimum of one. This shall in no way be applied to part time employees.

It is mutually agreed that upon proper notice by the Company to the Local Union, that the Ohio Joint State Committee Guidelines for Operation of a Flexible Workweek are being implemented at the Cincinnati terminal, except for Articles 1 and 2 thereof, such guidelines shall likewise apply to employees covered by this Agreement.

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.

ARTICLE 23 – HEALTH AND WELFARE

By reference herein, the provisions of Article 54 of the ABF Central Region Local Cartage Supplemental Agreement (April 1, 2013 through March 31, 2018) shall apply to this Agreement.

ARTICLE 24 – PENSION

By reference herein, the provision of Article 55 of the ABF Central Region Local Cartage Supplemental Agreement (April 1, 2013 through March 31, 2018) shall apply to this Agreement.

ARTICLE 25 – DELINQUENCY

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of contributions to the Health and Welfare or Pension Funds as required by this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after an appropriate official of the Union shall have given seventy-two (72) hours notice to the Company of such delinquency in

INDIANA
UNIFORM
OFFICE
CLERICAL
AGREEMENT

Between

Joint Council 69

And

Central States Motor Carriers Association, Inc.

April 1, 2008 Thru March 31, 2013 **RECEIVED**

JAN 23 2009

**CONTRACT
DEPARTMENT**

Indiana Uniform Office Clerical Agreement covering employees of private, common, contract and Local Cartage Carriers within the jurisdiction of Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, Teamsters Local Union No. 215, Teamsters Local Union No. 364, Teamsters Local Union No. 414.

AGREEMENT

THIS AGREEMENT, made and entered into by and between (name of Company) ABF Freight System, Inc., hereinafter referred to as the 'Company' or 'Employer', its successors, administrators, executors and assigns, and located at (City and State) Indianapolis, Indiana, the first part, and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135 at 1233 Shelby Street, Indianapolis, Indiana 46203, and Teamsters Local Union No. 215, 825 Walnut Street, Evansville, Indiana 47706, Teamsters Local Union No. 364, 2405 E. Edison Road, South Bend, Indiana 46615 and Local Union No. 414, 2644 Cass Street, Fort Wayne, Indiana 46808, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the 'Union'.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 RECOGNITION AND RELATIONSHIPS

SECTION 1 The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representatives, and collective bargaining agency for all the employees of the Company as hereinafter defined:

SECTION 2 The term employee as used in this Agreement shall cover all office and clerical employees at their place of business located at (street, city, state and zip code) 1260 Terminal Road, Indianapolis, IN 46217, excluding the following classifications: confidential employees, supervisory and professional employees within the meaning of the Labor-Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract and dispatcher exercising independent judgment with

SECTION 10 Days lost between anniversary dates through proven sickness or injury, or where it is necessary for an employee to serve on jury duty or attend a funeral of his/her wife, husband, father, mother, sons or daughters, brothers or sisters, current mother-in-law or father-in-law, shall be counted as days worked for the purpose of this Article. The first twelve (12) months absence due to occupational injury or sickness shall be used in the computation of time worked for determination of a vacation, providing the employee has worked some time during the twelve (12) month anniversary period.

ARTICLE 31 HEALTH AND WELFARE

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Health and Welfare Fund. Effective April 1, 2008, the weekly benefit payment trigger will be three (3) days worked per week. The "S" Plan will be provided for those employees who work at least one (1) day per week, but less than three (3), with an Employer contribution of thirty-four dollars (\$34.00).

ARTICLE 32 PENSIONS

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Pension conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Pension Fund.

ARTICLE 33 JURY DUTY

All employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of fifteen (15) days pay for

Debra ✓
Gale ✓
Pat C.

**MILWAUKEE AREA OFFICE AND CLERICAL EMPLOYEES
SUPPLEMENT TO THE CENTRAL REGION
LOCAL CARTAGE SUPPLEMENTAL AGREEMENT
TO THE NATIONAL MASTER FREIGHT AGREEMENT
FOR THE PERIOD
APRIL 1, 2008 THROUGH MARCH 31, 2013**

Rec'd
3/27/08

This Supplement shall be attached to and become a part of the Central Region Local Cartage Supplemental Agreement to the National Master Freight Agreement covering the period of April 1, 2008 through March 31, 2013.

The terms and conditions set forth herein shall supersede any terms and conditions of said Central Region Local Cartage Supplemental Agreement to the National Master Freight Agreement where such are in conflict with this Supplement.

1. ARTICLE 40. SCOPE OF AGREEMENT - OPERATIONS COVERED

Delete Article 40 of the Central Region Local Cartage Supplement in its entirety and insert in lieu thereof the following:

This Supplement shall cover all office and clerical employees employed at the Employer's Milwaukee office and terminal, excluding supervisory employees with authority to hire, discipline or discharge as defined by the National Labor Relations Act.

2. ARTICLE 41. PROBATIONARY EMPLOYEES

Section 1. Amend the first paragraph of Section 1 by deleting "thirty (30)" wherever it appears and insert "ninety (90)" in lieu thereof.

3. ARTICLE 42. ABSENCE

Section 2. Leave of Absence.

Amend Section 2 by striking "90" and inserting "30" in lieu thereof and by adding the following:

In the event of a leave of absence the employee returning from such leave of absence shall return to the same job held prior to the leave provided, however, that this job is available in line with seniority. Replacement of persons going on leave of absence shall be accomplished by bidding the job for the period of the leave only, and after completion of the leave, all employees revert back to their previous jobs as if no leave had occurred.

Gary Caldwell signature redacted by the
US Department of the Treasury

who has quit, been discharged or laid off, shall be entitled to the sick leave earned and not taken on a pro rata basis. Such pro-rata shall be determined by the fraction of the number of weeks worked since their last anniversary date bears to 52. Any sick benefits paid any employee in excess of the pro rata benefits to which he/she was entitled shall be withheld from such employee's final check.

(b) SICK LEAVE FOR EMPLOYEES HIRED ON AND AFTER OCTOBER 1, 1982.

Sick leave for employees hired on and after October 1, 1982 shall be the same as provided for in Article 38, Section 1 of the National Master Freight Agreement and Article 62 of the Central Region Local Cartage Supplemental Agreement.

14. SUPPLEMENTS

The Employer and the Union shall be allowed to attach local supplements to this Supplement pertaining to working conditions when local conditions conflict with certain articles in this Supplement. All local supplements attached to this Supplement must be approved by the Wisconsin Joint State Area Grievance Committee.

15. EQUALITY OF TREATMENT CLAUSE

The Union agrees that should more favorable terms for any Employer be incorporated in any agreement that the Union may enter into during the life of this Supplement with any other Employer in the area covered by this Supplement, covering the office and clerical employees of such other Employer in the area, such more favorable terms shall, at the option of the Employer, immediately be extended to the Employer; and this Supplement shall forthwith be deemed amended by the incorporation therein of such more favorable terms. Any controversy which may arise as to the application of this provision shall forthwith be resolved through the grievance procedure.

16. ARTICLE 62 TERMINATION CLAUSE

Section 1. This Supplement shall be in full force and effect from April 1, 2008 to and including March 31, 2013, except as hereinafter defined, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Supplement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided where no such cancellation or termination notice is served and the parties desire to continue said Supplement, but also desire to negotiate changes or revisions in this Supplement, either party may serve upon the other a notice, at least sixty (60) days prior to March 31, 2013 or March 31 of any subsequent contract year, advising that such party desires to continue this Supplement but also desires to revise or change terms or conditions of such Supplement.

Section 3. Revisions agreed upon shall be effective as of April 1, 2013 or April 1 of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

IN WITNESS THEREOF, the parties hereto have, through their duly authorized representatives, set their hands and seals this 24th day of MARCH, 2008, to be effective as of April 1, 2008 except as otherwise provided.

FOR THE EMPLOYER

FOR THE UNION

ABF Freight System, Inc.

Local Union No. 200 IBT

Signature redacted by the US Department
of the Treasury
By: [Redacted]
Ronald Fetty,
Director, Industrial Relations

Signature redacted by the US
Department of the Treasury
By: [Redacted]
Tom Millonzi
Secretary-Treasurer

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**CONTRACT
DEPARTMENT**

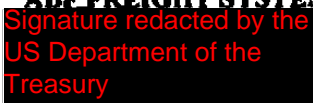
ABF FREIGHT SYSTEM, INC.
ACCOUNT NO.: 0341100-0701-00200-B

LETTER OF UNDERSTANDING AND AGREEMENT

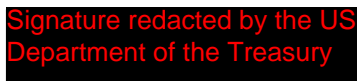
Effective April 1, 2008, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, casual, or seasonal employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, casual, or seasonal employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by Article 55 of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement for regular employees.

ABF FREIGHT SYSTEM, INC.

By:  Signature redacted by the US Department of the Treasury

LOCAL UNION NO. 200

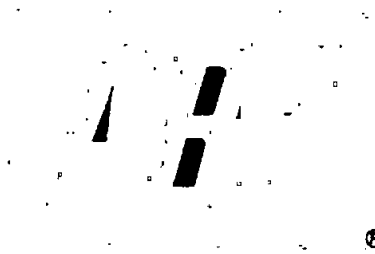
By:  Signature redacted by the US Department of the Treasury

Title: INVESTMENT RELATIONS DIR.

Title: AGENT

Date: 12/7/10

Date: 12/7/10



ABF FREIGHT SYSTEM, INC.

and

TEAMSTERS LOCAL UNION NO. 364

SOUTH BEND, INDIANA

OFFICE EMPLOYEES AGREEMENT

Covering the period from April 1, 2013 through March 31, 2018

RECEIVED

JUN 16 2014

**CONTRACT
DEPARTMENT**

OFFICE CLERICAL EMPLOYEES AGREEMENT

THIS AGREEMENT, severally made and entered into by and between the Company listed below, hereinafter referred to as the "Company", and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, located at South Bend, Indiana, hereinafter referred to as the "Union", who do hereby agree as follows: (Where reference is made herein to the ABF National Master Freight Agreement and/or ABF Central Region Local Cartage Supplemental Agreement, it is to those Agreements and interpretations thereof covering the period April 1, 2013, through March 31, 2018.)

WHEREAS, both parties are desirous of promoting and improving peaceful industrial and economic relations, to facilitate peaceful adjustment of all grievances which may arise between the Company and his employees, to negotiate wage scales, hours of work and related working conditions, and to prevent cessation of work and employment:

ARTICLE 1 RECOGNITION, UNION SECURITY & CHECKOFF

Section 1.

The Company hereby recognizes the Union as the sole and exclusive bargaining representative of its office and clerical employees, excluding the following classifications:

Confidential employees and other salaried supervisory, administrative and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract. It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees, and shall not depend upon mere title.

Section 2.

The Company agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employee in said units unless otherwise stipulated under this Agreement.

Section 3.

The Company agrees that as a condition of continued employment, all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

**ARTICLE 22
HEALTH AND WELFARE**

By reference herein, the provisions of Article 54 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

**ARTICLE 23
PENSION**

By reference herein, the provisions of Article 55 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

**ARTICLE 24
COMPENSATION CLAIMS**

By reference herein, the provisions of Article 14 of the ABF National Master Freight Agreement shall apply.

**ARTICLE 25
ALCOHOL AND DRUG USE**

By reference herein the provisions of Article 35, Section 3 and Section 4 of the ABF National Master Freight Agreement shall apply.

**ARTICLE 26
TENURE OF AGREEMENT**

This Agreement shall be in full force and effect from April 1, 2013, to and including March 31, 2018, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to March 31, 2018, or March 31 of any subsequent contract year.

ABF FREIGHT SYSTEM, INC.

LOCAL UNION NO. 364

Affiliated with the International
Brotherhood of Teamsters

By: Signature redacted by the US
Department of the Treasury

By: Signature redacted by the US Department of the
Treasury

Title: Vice President, Ind. Rel.

Title: Pres

Date: 1-15-14

Date: 1-17-14

RECEIVED

JUN 16 2014

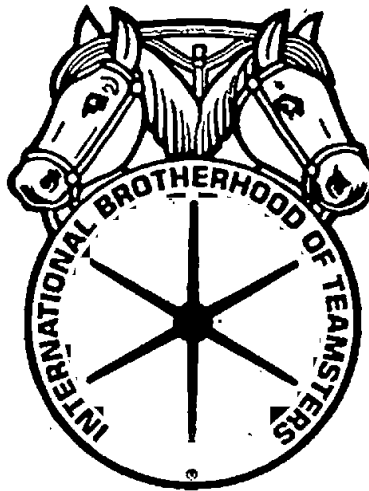
CONTRACT
DEPARTMENT

15

AGREEMENT
BETWEEN
CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION #414

AND

ABF FREIGHT SYSTEM, INC.
FORT WAYNE, INDIANA
OFFICE CLERICAL AGREEMENT
(APRIL 1, 2013 THROUGH MARCH 31, 2018)



GEORGE GERDES
SECRETARY-TREASURER

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DEPARTMENT



TEAMSTERS LOCAL UNION NO. 414

and

**ABF FREIGHT SYSTEM, INC.
FORT WAYNE, INDIANA**

OFFICE CLERICAL AGREEMENT

April 1, 2013 through March 31, 2018

AGREEMENT

THIS AGREEMENT, made and entered into by and between ABF Freight System, Inc. hereinafter referred to as the "Company" or "Employer", its successors, administrators, executors and assigns, located at 3320 North Wells Street, Fort Wayne, Indiana party of the first part, and Chauffeurs, Teamsters and Helpers Local Union No. 414, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the "Union".

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I RECOGNITION AND RELATIONSHIPS

Section 1.

The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representative and collective bargaining agency for all the employees of the Company as hereinafter defined.

Section 2.

The term employee as used in this Agreement shall cover all office and clerical employees at their place of business located at 3320 North Wells Street, Fort Wayne, Indiana 46808, excluding the following classifications: confidential employees, supervisory and professional employees within the meaning of the Labor-Management Relations Act of 1947, as amended and employees already covered by an existing Union contract and dispatcher exercising independent judgment with respect to the responsibility for directing work or recommending firing. It is the intention of the parties hereto that the aforesaid exclusions shall be covered by the duties commonly and regularly performed by employees and shall not depend upon mere title.

Section 3.

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige the Company, upon written notice from the Union to such effect and to

be less than the equivalent of twenty (20) hours' pay for each regular part-time employee. Regular part-time employees need not meet the sixty percent (60%) requirement outlined in Section 2 above to qualify for vacation pay, but they will become eligible for a vacation on each anniversary date.

Section 3.

Days lost between anniversary dates through proven sickness or injury or where it is necessary for an employee to serve on jury duty or attend a funeral of his/her wife, husband, mother, father, sons or daughters, brothers or sisters, shall be counted as days worked for the purpose of this Article.

The first (1st) twelve (12) months' absence due to occupational injury or sickness shall be used on the computation of time worked for determination of a vacation, providing the employee has worked some time during the twelve (12) month anniversary period.

ARTICLE 31 HEALTH AND WELFARE

The Company agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments as those employees covered by the ABF National Master Freight Agreement, Central States Southeast and Southwest Area Health and Welfare Fund for the period of April 1, 2013 through March 31, 2018.

It is agreed that in the event of a mutual agreement between the Company and the Union, the employees may be transferred to a Health and Welfare Fund comparable to the above mentioned fund, but under no circumstances shall the contribution rate under this Article exceed the contribution rate for the Central States Southeast and Southwest Area Health and Welfare Fund.

ARTICLE 32 PENSIONS

The Company agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Pension conditions, provisions and adjustments as those employees covered by the ABF National Master Freight Agreement, Central States, Southeast and Southwest Area Pension Fund for the period of April 1, 2013 through March 31, 2018.

ARTICLE 33 JURY DUTY

When employees covered by this Agreement are called upon for jury service, they shall advise their foreman upon receipt of such call, and, if taken from their work for such service, shall be recompensated for any loss in income, based on a standard workweek. This Article to apply only when an employee is called for jury duty and shall not apply if any employee voluntarily offers his services as a juror.

**ABF FREIGHT SYSTEM, INC.
AND
TEAMSTERS LOCAL UNION NO. 554
OMAHA, NEBRASKA**

**OFFICE ADDENDUM TO THE
NATIONAL MASTER FREIGHT AGREEMENT
AND THE
CENTRAL REGION LOCAL CARTAGE
SUPPLEMENTAL AGREEMENT
APRIL 1, 2013 THROUGH MARCH 31, 2018**

THIS AGREEMENT, made and entered into this 1st day of April, 2013, by and between Teamsters Local Union No. 554, affiliated with the International Brotherhood of Teamsters, hereinafter designated as the "Union", and ABF Freight System, Inc., designated as the "Employer".

The Employer hereby agrees to execute, sign and be bound by the National Master Freight Agreement and the Central Region Local Cartage Supplemental Agreement which covers the period from April 1, 2013, to and including March 31, 2018, effective the 1st day of April, 2013, through March 31, 2018, hereinafter referred to as the "Agreement", except where specific provisions to the contrary are contained herein.

**ARTICLE 1
SCOPE OF AGREEMENT**

The execution of this Agreement on the part of the Employer shall cover all office and clerical employees in the City of Omaha, Nebraska who are presently represented by the Union, excluding professional or supervisory employees and other exclusions as defined by the Labor Management Act of 1947 and other employees as hereinafter listed:

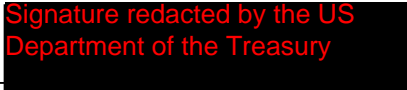
- Confidential Secretaries
- Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring or firing

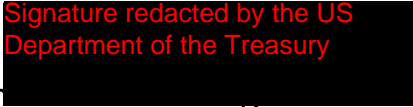
Casuals shall receive 85% of effective new hire rate of pay.

THIS ADDENDUM is subject to the approval of the Teamsters National Freight Industry Negotiating Committee and the involved members of the Local Union and shall not be binding on either party in the event it is not approved.

ABF FREIGHT SYSTEM, INC.

TEAMSTERS LOCAL UNION NO. 554

By:  Signature redacted by the US Department of the Treasury

By:  Signature redacted by the US Department of the Treasury

Title: Vice President Ind. Rel.

Title: Vice President

Date: 12-13-13

Date: November 26, 2013

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JUN 06 2014

**CONTRACT
DEPARTMENT**

**ST. LOUIS, MISSOURI
GARAGE AGREEMENT**

between

ABF FREIGHT SYSTEM, INC.

and

**AUTOMOTIVE, PETROLEUM, AND ALLIED INDUSTRIES
EMPLOYEES UNION, LOCAL 618**

Affiliated with

**International Brotherhood of Teamsters
Chauffeurs, Warehousemen, and Helpers
of America**

April 1, 2013 through March 31, 2018.

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DEPARTMENT**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Employer and the Union representing the employees;

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

1. **RECOGNITION** – The Employer recognizes the Union as the sole bargaining agent for the employees under its jurisdiction. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Employer agrees that all duties coming under the jurisdiction of or specified in this contract shall be performed only by members of the bargaining unit herein described.

2. **UNION SECURITY** – It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

3. NEW EMPLOYEES

(a) In case of a job opening to be filled from outside the unit, the Union may have the right and privilege to refer to the Company its members and the Employer shall have the right of selection or rejection of such members based on the same selection or rejection principle in effect for applicants for employment not members of the Union.

(b) All new employees in this bargaining unit shall, at the time of their employment, be advised of the Union shop provision of this contract.

(c) Employer agrees to notify the Union when additional replacement or probationary employees are used.

day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding funeral leave shall apply to this provision.

5. JURY DUTY

By reference herein, Article 38, Section 2 of the ABF National Master Freight Agreement shall apply.

6. HEALTH AND WELFARE

By reference herein, Article 54 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

7. PENSION

By reference herein, Article 55 of the ABF Central Region Local Cartage Supplemental Agreement shall apply.

ARTICLE 9 - WORKING CONDITIONS

1. All shops shall have at least one Class A employee, after which additional employees' classifications shall be determined by the majority of time worked in any classification.
2. Employers who require their employees to wear specific wearing apparel shall furnish same without cost to the employees and such wearing apparel shall bear the Union label.
3. Employer agrees to be responsible for employees' property while on Company Premises in case of hold-up, robbery, burglary, or fire, provided the employees' property is checked into Company's care; the Employer agrees to furnish all necessary tools, equipment and supplies. A tool kit will be furnished to each employee, (at the option of the Employer) on a one time basis. The tool kit will thereafter be maintained by the employee and turned in upon leaving the services of the Company. Broken or worn out tools will be replaced by the Employer on a turn-in basis. Lost or stolen tools will be replaced by the employee. The Employer is to upgrade tool kits for new equipment when necessary. The Company will pay for any premium on fidelity bond or other bonds or deposits, on hiring charges, if required by him.
4. NON-DISCRIMINATION – Employees shall not be discriminated against because of race, color, sex, creed, religion, national origin or other unjust reason.
5. CONTRACT WITH EMPLOYEES – The Employer agrees that he will not enter into any agreement or contract with his employee or employees, individually or collectively, which in any way modifies or affects the terms and/or conditions of this Agreement unless mutually agreed to by the Company and Local 618.
6. PHYSICAL EXAMINATION – Company may require employee to take a physical examination once per year, provided the Employer shall pay for all such examinations. Where

AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 688
St. Louis, MO



AND
ST. LOUIS OFFICE EMPLOYEES RIDER
ABF FREIGHT SYSTEM

APRIL 1, 2008
to
MARCH 31, 2013

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JUN 30 2009

**CONTRACT
DEPARTMENT**

SAINT LOUIS OFFICE EMPLOYEES RIDER

to the

**CENTRAL REGION LOCAL CARTAGE
SUPPLEMENTAL AGREEMENT**

for the period from

APRIL 1, 2008 THROUGH MARCH 31, 2013

Covering employees of the Employer's St. Louis ABF FREIGHT SYSTEM, INC. offices, located at 8630 North Hall Street, St. Louis, MO; 1066 E. Springfield Road, Sullivan, MO; 1900 N. 24th Street, Quincy, IL.

It is understood and agreed that the following articles, and/or sections, and/or portions of sections of the National Master Freight Agreement and the Central Region Local Cartage Supplemental Agreement shall be deleted, added to, or amended to read as follows:

ARTICLE 1 - SCOPE OF AGREEMENT

Operations covered under Article 40, Scope of Agreement are hereby deleted and replaced with the following: "The execution of this Rider to the Central Region Local Cartage Supplemental Agreement on the part of ABF Freight System, Inc., shall cover all office and clerical employees at their place of business in the jurisdiction of Local 688 only, excluding the following classifications: Confidential employees, Supervisory and Professional employees within the meaning of the Labor Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract, or dispatches exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing. It is the intention of the parties hereto that the aforesaid exclusions shall be covered by the duties commonly and regularly performed by employees and shall not depend upon mere title."

ARTICLE 2 - RECOGNITION

Amend Article 3, Section 1 (a) of National Master Freight Agreement by adding: The Employer recognizes and acknowledges that Teamsters Local Union No. 688 affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all employees in the classifications of work covered by this St. Louis Office Rider, for the purpose of collective bargaining as provided by the National Labor Relations Act.

ARTICLE 3 - MATERNITY LEAVE

Employees shall be allowed a maternity leave as recommended by the attending physician in writing to the Company. Article 38.3 of the NMFA shall apply for Family and Medical Leave Act.

ARTICLE 4 - SICK LEAVE

Article 62 of the Central Region Local Cartage Supplemental Agreement shall apply.

KANSAS CITY MECHANICS AGREEMENT

between

ABF FREIGHT SYSTEM, INC.



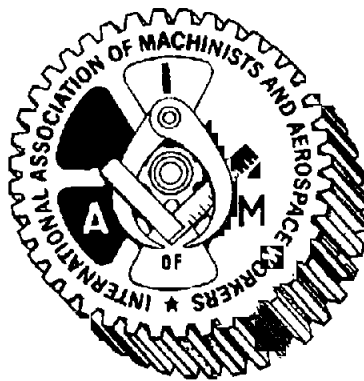
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and

LOCAL LODGE 778

of the

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO**



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**CONTRACT
DEPARTMENT**

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2013

AGREEMENT

This Agreement covers ABF Freight System, Inc. signatory hereto (hereinafter referred to as the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and Local Lodge 778 signatory hereto (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

Section 1:

The Employer recognizes the Union as exclusive collective bargaining representative of those employees who are employed in those classifications covered by this Agreement.

Section 2: Single Bargaining Unit.

The Employer and Union hereto agree to create a single employer, single union collective bargaining unit covering employees of the Employer working at Kansas City, Missouri.

Section 3: Unions Covered.

The Union consists of the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 778.

Section 4: Shop Closing - Transfer of Work.

If the Employer closes a shop in whole or in part and transfers the work of employees covered by this Agreement to any Employer-maintained shop facility within the territory of the states of Illinois (excluding the Chicago area), Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin so as to cause layoffs of such employees, such employees shall be offered work opportunity at such new location by seniority and qualification and the Employer and the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM) shall enter into negotiations concerning the wages, hours and working conditions to apply at such newly opened shop facility. However, the Saturday and Sunday premium rates of pay described in this Agreement shall not apply to shop facilities which are subsequently covered by an agreement with the IAM and located sixty (60) miles or more from the existing shops which are covered by this Agreement. The scheduled workweeks applicable to such subsequently covered shops shall be forty (40) hours composed of any five (5) consecutive eight (8)-hour days.

This Article shall not apply to work transfers to company maintained shop facilities where collective bargaining agreements are in effect between the Employer and a Union who is not signatory to this Agreement.

ARTICLE 24
Health & Welfare

The provisions of Article 54 (Health and Welfare Benefits) of the Central Region Local Cartage Supplemental Agreement (April 1, 2008 through March 31, 2013) shall apply. Increases shall be effective August 1, 2008; August 1, 2009; August 1, 2010; August 1, 2011; and August 1, 2012.

Effective the date of ratification, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of eighteen (18) months.

ARTICLE 25
Pension

The provisions of Article 55 (Pension) of the Central Region Local Cartage Supplemental Agreement (April 1, 2008 through March 31, 2013) shall apply. Increases shall be effective August 1, 2008; August 1, 2009; August 1, 2010; August 1, 2011; and August 1, 2012.

ARTICLE 26
Modified Work Program

(a) The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance worker's compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an industrial injury.

(b) Implementation of a modified work program shall be at the Employer's option and shall be in strict compliance with applicable Federal and State Worker's Compensation statutes. Acceptance of modified work shall be on a voluntary basis at the option of the injured employee. Employees who accept modified work shall continue to be eligible to receive "temporary partial" worker's compensation benefits as well as all other entitlements as provided by applicable Federal or State Worker's Compensation statutes.

(c) Modified work shall be offered on a non-discriminatory basis to those employees who have sustained an on-the-job injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified work. It is understood and agreed those employees who, consistent with professional medical evaluations and opinion, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified work program.



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ABF FREIGHT SYSTEM, INC.

AND

TEAMSTERS LOCAL UNION NO. 795

WICHITA, KANSAS OFFICE AGREEMENT

APRIL 1, 2013 THROUGH MARCH 31, 2018

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JAN 23 2014

**CONTRACT
DEPARTMENT**

FREIGHT LINE OFFICE CONTRACT

**SUPPLEMENTAL AGREEMENT
TO THE 2013-2018
ABF CENTRAL REGION LOCAL CARTAGE SUPPLEMENT
TO THE
ABF NATIONAL MASTER FREIGHT AGREEMENT
BETWEEN
TEAMSTERS UNION LOCAL 795, WICHITA, KANSAS
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, HEREINAFTER REFERRED TO AS
THE "UNION"
AND
ABF FREIGHT SYSTEM, INC.
HEREINAFTER REFERRED TO AS THE "COMPANY"
COVERING
WICHITA, KANSAS OFFICE EMPLOYEES
FOR THE PERIOD
APRIL 1, 2013 TO AND INCLUDING MARCH 31, 2018**

This Office Agreement is supplemental to the ABF National Master Freight Agreement and ABF Central Region Local Cartage Supplemental Agreement, and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 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 and herein set out.

It is understood and agreed that the following articles and/or sections and/or portions of sections shall be deleted, added to, or amended to read as follows:

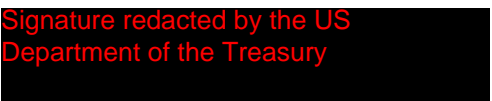
1. Article 40, Scope of Agreement is hereby replaced with the following:

The execution of this addendum to the ABF Central Region Local Cartage Supplemental Agreement on the part of ABF Freight System, Inc., shall cover all office clerical employees at their place of business in Wichita, Kansas excluding the following classifications:

Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended, and employees already covered by another existing Union contract and dispatches exercising independent judgment with respect to the responsibility for directing the work, or recommending hiring and firing. It is the intention of the parties hereto that the aforesaid exclusions shall be covered by the duties commonly and regularly performed by employees and shall not depend upon mere title.

12. It is understood and agreed that except for the amendments listed herein, all provisions of the ABF Central Region Local Cartage Supplement to the ABF National Master Freight Agreement for the period April 1, 2013, through March 31, 2018, shall prevail for said employees.

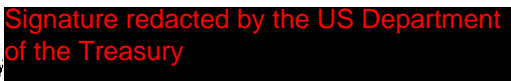
FOR THE COMPANY:
ABF Freight System, Inc.

By:  Signature redacted by the US Department of the Treasury

Title: Vice President, Ind. Rel.

Date: 12-12-13

FOR THE UNION:
Teamsters Local Union No. 795

By:  Signature redacted by the US Department of the Treasury

Title: President

Date: 1/13/14

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JAN 23 2014
CONTRACT
DEPARTMENT



OFFICE AGREEMENT

Between

ABF FREIGHT SYSTEM, INC.

Dayton, Ohio

and

TEAMSTERS LOCAL UNION NO. 957

July 1, 2008 through June 30, 2013

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SEP 18 2008

**CONTRACT
DEPARTMENT**

OFFICE AGREEMENT
Between
ABF FREIGHT SYSTEM, INC.
DAYTON, OH
and
TEAMSTERS LOCAL UNION NO. 957

THIS AGREEMENT dated the 1st day of July, 2008, by and between ABF FREIGHT SYSTEM, INC., or its successors, located in Dayton, Ohio, hereinafter called the "Company", party of the first part, and TEAMSTERS LOCAL UNION NO. 957, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or its successors, party of the second part, hereinafter called the "Union", for the purpose of establishing rates of pay and working conditions to be observed between the parties hereto.

ARTICLE 1
RECOGNITION

Section 1:

Whereas, the Company agrees to recognize the Union as exclusive bargaining representative for all employees in its Dayton terminals for the following job classifications: Rate Clerks other than the Chief Rate Clerk, Billing Clerks, Cashiers, OS&D Clerks, Tally Clerks, File Clerks, Typists, Stenographers, General Office Clerks, but excluding Confidential Secretaries, Line-haul, and/or City Dispatchers, and Foreman exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing, Sales Representatives, Salaried Supervisory, Administrative Employees, Watchmen, Guards, and other employees presently covered by existing labor agreements.

Section 2:

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees in such classifications and shall not depend upon a mere title.

Section 3:

Neither employee nor the Company, either orally or in writing, shall enter into any agreement, contract or arrangement that is contrary to, or conflicting with, the terms and conditions of this Agreement.

Full week vacations have preference over single day vacations during the sign-up period agreed to by each Local Union. Any changes granted after the sign-up period will be on a first-come, first-serve basis.

ARTICLE 24 SICK LEAVE

Section 1.

The number of sick leave days accumulated by an employee under the provisions of Article 24 of the 1982-1985 Agreement shall be frozen effective June 30, 1985, and such accumulated sick days shall be exhausted before the sick leave benefits of this Agreement shall apply. If an employee still has frozen sick leave days available on June 30 of each contract year, such employee shall be entitled to a maximum of five (5) days unused sick leave pay as hereinafter provided.

Effective July 1, 2008, all regular employees covered by this Agreement shall receive five (5) days of sick leave with pay each contract year in accordance with the National and Central States Area guidelines of the Master Freight Agreement. Further, it is definitely understood and agreed that at no time is any part of sick leave to be used unless the employee is sick.

Section 2.

The Company may request evidence of an employee's right to claim benefits under this Article.

ARTICLE 25 PENSION

By reference herein, the provisions of Article 55 of the Central States Area Local Cartage Supplemental Agreement (April 1, 2008 through March 31, 2013) shall apply to this Agreement. Increases, if any, shall be effective July 1, 2009; July 1, 2010; July 1, 2011; and, July 1, 2012.

ARTICLE 26 FUNERAL LEAVE AND JURY DUTY

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and

KANSAS CITY MECHANICS AGREEMENT

between

ABF FREIGHT SYSTEM, INC.



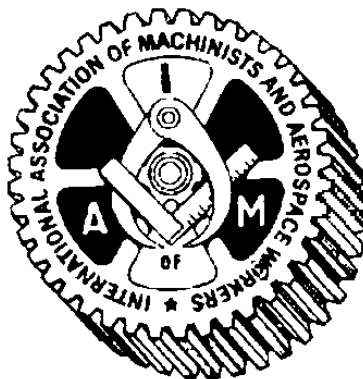
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and

LOCAL LODGE 778

of the

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO**



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SEP 17 2008

**CONTRACT
DEPARTMENT**

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2013

AGREEMENT

This Agreement covers ABF Freight System, Inc. signatory hereto (hereinafter referred to as the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and Local Lodge 778 signatory hereto (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

Section 1:

The Employer recognizes the Union as exclusive collective bargaining representative of those employees who are employed in those classifications covered by this Agreement.

Section 2: Single Bargaining Unit.

The Employer and Union hereto agree to create a single employer, single union collective bargaining unit covering employees of the Employer working at Kansas City, Missouri.

Section 3: Unions Covered.

The Union consists of the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 778.

Section 4: Shop Closing - Transfer of Work.

If the Employer closes a shop in whole or in part and transfers the work of employees covered by this Agreement to any Employer-maintained shop facility within the territory of the states of Illinois (excluding the Chicago area), Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin so as to cause layoffs of such employees, such employees shall be offered work opportunity at such new location by seniority and qualification and the Employer and the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM) shall enter into negotiations concerning the wages, hours and working conditions to apply at such newly opened shop facility. However, the Saturday and Sunday premium rates of pay described in this Agreement shall not apply to shop facilities which are subsequently covered by an agreement with the IAM and located sixty (60) miles or more from the existing shops which are covered by this Agreement. The scheduled workweeks applicable to such subsequently covered shops shall be forty (40) hours composed of any five (5) consecutive eight (8)-hour days.

This Article shall not apply to work transfers to company maintained shop facilities where collective bargaining agreements are in effect between the Employer and a Union who is not signatory to this Agreement.

ARTICLE 24
Health & Welfare

The provisions of Article 54 (Health and Welfare Benefits) of the Central Region Local Cartage Supplemental Agreement (April 1, 2008 through March 31, 2013) shall apply. Increases shall be effective August 1, 2008; August 1, 2009; August 1, 2010; August 1, 2011; and August 1, 2012.

Effective the date of ratification, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of eighteen (18) months.

ARTICLE 25
Pension

The provisions of Article 55 (Pension) of the Central Region Local Cartage Supplemental Agreement (April 1, 2008 through March 31, 2013) shall apply. Increases shall be effective August 1, 2008; August 1, 2009; August 1, 2010; August 1, 2011; and August 1, 2012.

ARTICLE 26
Modified Work Program

(a) The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance worker's compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an industrial injury.

(b) Implementation of a modified work program shall be at the Employer's option and shall be in strict compliance with applicable Federal and State Worker's Compensation statutes. Acceptance of modified work shall be on a voluntary basis at the option of the injured employee. Employees who accept modified work shall continue to be eligible to receive "temporary partial" worker's compensation benefits as well as all other entitlements as provided by applicable Federal or State Worker's Compensation statutes.

(c) Modified work shall be offered on a non-discriminatory basis to those employees who have sustained an on-the-job injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified work. It is understood and agreed those employees who, consistent with professional medical evaluations and opinion, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified work program.