



OFFICE EMPLOYEES AGREEMENT

ALBUQUERQUE, NM  
DENVER, CO

BETWEEN

ABF FREIGHT SYSTEM

AND

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL #251, AFL-CIO

JANUARY 1, 2024 TO DECEMBER 31, 2028

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**A G R E E M E N T** between **ABF FREIGHT SYSTEM** and **OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION LOCAL#251, AFL-CIO**  
**ALBUQUERQUE, NEW MEXICO**

AGREEMENT made this 5th day of January, 2024 by and between ABF FREIGHT, hereinafter called the "Employer" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION #251, AFL-CIO, hereinafter called the "Union".

The Employer, its Employees, and the Union have a common interest in the progress and efficient operation of ABF FREIGHT. Therefore, adjustment of differences by rational common sense methods, based on mutual confidence between the Employer and the Union, and between the Employer and its employees, will contribute to progress in the trucking industry and promote harmony among the Employer, its employees, the Union and the Public.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE 1 • RECOGNITION**

The Union (OPEIU Local 251) shall be the sole representative of those classifications of employees covered by this Agreement in Collective Bargaining with the Employer for office and clerical employees currently or in the future who perform Albuquerque proper clerical work in Albuquerque, New Mexico and Denver, Colorado including parts-men, but excluding supervisors as defined in the National Labor Relations Act, drivers, dock workers, clerical workers performing clerical functions for other metropolitan areas that are not classified as Albuquerque proper work or Denver proper work and all other employees as certified by the NLRB, Case No. 33-C-457 dated August 21, 1953.

**ARTICLE 2 • MANAGEMENT OF THE BUSINESS**

The right to manage and to direct the working forces and operations of the office and shop, subject to the limitations of this Agreement, is vested in and retained by the Employer.

**ARTICLE 3 • UNION SECURITY**

Section 1

The Employer agrees that, as a condition of employment, all employees covered by this Agreement shall become and remain members of the Union in good standing after thirty-one (31) days of continuous employment.

Section 2

The Employer shall notify the Union of the name, address and job classification of each new

employee, in writing, within thirty-one (31) days after the employee is placed on the seniority list. The Employer shall also notify the Union, in writing, the name, address and job classification of each terminated employee.

### Section 3

The Chief Shop Steward or Union Representative will be notified when a new bargaining unit employee is hired. The Chief shop steward or a Union Representative may meet with the new employee within 15 days of his or her becoming employed. At that time, the steward or Union Representative may, for at least sixty (60) minutes during paid time, make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature.

## **ARTICLE 4 - PAYROLL DEDUCTIONS OF UNION DUES AND INITIATION FEE**

### Section 1

The Employer shall deduct from the first pay of each month, upon written authorization from the employee, an amount equal to the regular monthly dues as established by the Union and simultaneously, one time only, the initiation fee as established by the Union.

### Section 2

Within one (1) calendar week following the pay day on which the deduction has been made, the Employer shall deliver to the Union treasurer a check for the amount due payable to the Union and a list of the names of employees from whose pay:

- (a) A deduction for the initiation fee has been made and the amount, and
- (b) regular dues deductions have been made and the amount.
- (c) No deduction has been made because of insufficient earnings available in the current pay period.

### Section 3

**J.B. MOSS POLITICAL ACTION COMMITTEE:**

The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.

Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Secretary/Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 205, New York, NY 10011, along with a listing of the names of contributors and the amounts.

## **ARTICLE 5 • BOND**

Should the Employer require any employee to post bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer. However, if the Employer's regular bonding company refuses to bond any employee and the employee is able to secure a bond elsewhere, said employee shall pay the difference in the premium involved, as compared to the premium paid by the Employer for the other employees in the same classification. The Employer reserves the right to approve the outside bonding agency.

## **ARTICLE 6 • PICKET LINES**

### Section 1

It shall not be a violation of this Agreement, and shall not be a cause for discharge or disciplinary action, in the event an employee:

- (a) refuses to enter upon any property of their Employer involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at their Employer's place of business, including picket lines of the Union party to this Agreement;  
or
- (b) refuses to go through or work behind any picket line, including picket lines of the Union party to this Agreement, at the places of business of any other Employer where the employees of such Employer are engaged in a strike ratified or approved by the Union of such employees whom such employer is legally required to recognize.

### Section 2

As a result of individual employees exercising their rights under this Agreement or under Law, the Employer shall, notwithstanding any other provisions in this Agreement, when necessary, handle, use, transport or otherwise deal in such products and continue doing such business by use of other employees (including management representatives), other carriers, or by any other method it deems appropriate.

## **ARTICLE 7 • ABSENCE**

### Section 1

Injury and Illness - Employees absent due to illness or injury, including maternity leave, shall maintain their seniority status. Upon an employee's return to work after an unpaid absence, the Employer may require satisfactory proof of illness or injury and/or a release to return to his/her normal duties from a physician. The Employer may, in addition, require examination and release by a physician of its choice. The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer

and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Employer, the Union and the employee. Neither the Employer nor the Union nor the employee shall attempt to circumvent the decision. The expense of the third doctor shall be divided equally between the Employer and the Union.

## Section 2

Personal Leave - An employee may be granted a personal leave of absence up to 60 days upon mutual agreement between the Employer and the Union. The employee must provide in writing the reason(s) for the request. Personal leave shall not be granted to accept employment elsewhere.

## Section 3

FMLA-All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

## Section 4 Other leaves

The Employer agrees to comply with all Federal, State or Local laws with regards to paid leave including exemptions for bargaining agreements. Changes, amendments or termination of Federal, State or Local laws shall be considered as incorporated into this agreement.

### **(Terminal 120)-Albuquerque - New Mexico Healthy Workplaces Act:**

The parties recognize a new New Mexico law, the Healthy Workplaces Act ("HWA") (effective July 1, 2022) that should be addressed in their CBA. Employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked.

1. Employees may use their accrued paid sick leave for the sickness, safety, and caregiving purposes described below. Paid sick leave may be used as soon as it is accrued, and must be taken in one (1) hour increments.
2. Unused paid sick leave shall be cumulative. The Employer will allow employees to carry over accrued but unused paid sick leave from year to year, but employees may not use more than sixty-four (64) hours of paid sick leave in any calendar year.
3. Employees will be paid their regular hourly rate with all the same benefits. This regular hourly rate does not include overtime or bonus pay, and paid sick leave is not considered "hours worked" for purposes of determining whether an employee is entitled to overtime in a given workweek.
4. When leave is foreseeable, the Employer expects employees to make a good faith effort to provide advance notice of their need for leave and to schedule the leave in a manner that does not unduly disrupt the Employer's operations. When possible, such requests should include the expected duration of the leave. When leave is not foreseeable, the Employer expects employees to provide notification as soon as practicable.
5. The Employer will allow employees to use their accrued paid sick leave to be absent from work for the employee's mental or physical illness, injury, or health condition, for medical

diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care.

6. The Employer will also allow employees to use their accrued paid sick leave to be absent from work to care for a Family Member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventative medical care. "Family Member" means an employee's spouse or domestic partner, or a person related to an employee or an employee's spouse or domestic partner as:
  - a. a biological, adopted or foster child, a stepchild or legal ward, or a child to whom the employee stands in loco parentis;
  - b. a biological, foster, step or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child;
  - c. a grandparent;
  - d. a grandchild;
  - e. a biological, foster, step, or adopted sibling;
  - f. a spouse or domestic partner of any of the forgoing; or
  - g. an individual whose close association with the employee or the employee's spouse or domestic partner is the equivalent of a family relationship.
7. The Employer will also allow employees to use their accrued paid sick leave to be absent from work to attend meetings at the employee's child's school or place of care related to the child's health or disability.
8. If an employee or an employee's Family Member is the victim of domestic abuse, sexual assault, or stalking, The Employer will allow the employee to use accrued paid sick leave to obtain medical or psychological treatment or other counseling, to relocate, to prepare for or participate in legal proceedings, or to obtain services or assist a Family Member with any of the forgoing activities.
9. For leaves lasting five (5) or more consecutive workdays, The Employer may request reasonable documentation to establish that the paid sick leave was used for one of the sickness, safety, or caregiving purposes described above. Documentation signed by a health care professional indicating the amount of earned sick leave taken is necessary shall be considered reasonable documentation for sick leave. The Employer may not require the documentation to explain the nature of any medical condition or the details of the domestic abuse, sexual assault or stalking. The Employer shall not delay the commencement of earned sick leave on the basis that it has not yet received documentation.
10. The parties agree that HWA "shall not be construed to preempt, limit or otherwise affect the applicability of any ... policy or standard, including collective bargaining agreements, that provides for greater accrual or use by employees of earned sick leave, whether paid or unpaid, or that extends other protections to employees." 2021 N.M. Laws 131 (H.B. 20) § 12.

**(Terminal 110) - Denver - Paid Family Medical Leave**

Beginning January 1, 2024, employees shall be entitled to use Paid Family Medical leave, which will be usable for a worker's own health conditions, bonding with a child within one year of their birth (or placement for foster care/adoption), caring for a family member with a serious health

condition, addressing certain military family needs, or safe leave. Covered family members will include the worker's child, parent, grandparent, grandchild, sibling, spouse/domestic partner, a parent of their spouse/domestic partner, a grandparent of their spouse/domestic partner, a child of their spouse/domestic partner, a sibling of their spouse/domestic partner, or an individual the worker has a significant personal bond with who is--or is like--family. Workers will be entitled to have their job back at the end of their leave, so long as they have been employed by their employer for at least 180 days prior to taking leave.

An employee has the right to take paid family and medical leave, and to receive family and medical leave insurance benefits while taking paid family and medical leave, if the individual:

- (1) Meets the definition of "covered individual" under section 8-13.3-503(3); and (2) Meets one of the following requirements:
  - (a) Because of birth, adoption or placement through foster care, is caring for a new child during the first year after the birth, adoption or placement of that child;
  - (b) Is caring for a family member with a serious health condition;
  - (c) Has a serious health condition;
  - (d) Because of any qualifying exigency leave;
  - (e) Has a need for safe leave.
- (1) The maximum number of weeks for which a covered individual may take paid family and medical leave and for which family and medical leave insurance benefits are payable for any purpose, or purposes in aggregate, in an application year is 12 weeks; except that benefits are payable up to an additional four weeks to a covered individual with a serious health condition related to pregnancy complications or childbirth complications.
- (2) The first payment of benefits shall be made to an individual within two weeks after the claim is filed, and subsequent payments shall be made every two weeks thereafter.
- (3) A covered individual may take intermittent leave in increments of either one hour or shorter periods if consistent with the increments the employer typically uses to measure employee leave, except that benefits are not payable until the covered individual accumulates at least eight hours of family and medical leave insurance benefits.
- (4) The covered individual shall make a reasonable effort to schedule paid family and medical leave under this part 5 so as not to unduly disrupt the operations of the employer.
- (5) In any case in which the necessity for leave under this part 5 is foreseeable, an employee shall provide notice to the individual's employer with not less than 30 days' notice before the date the leave is to begin of the individual's intention to take leave under this part 5. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the individual shall



provide the notice as soon as practicable.

- (6) Nothing in this section entitles a covered individual to more leave than required under this section.

Amount of Benefits:

- 1) The amount of family and medical leave insurance benefits shall be determined as follows:

(a) The weekly benefit shall be determined as follows:

(I) The portion of the covered individual's average weekly wage that is equal to or less than 50 percent of the state average weekly wage shall be replaced at a rate of 90 percent; and

(II) The portion of the covered individual's average weekly wage that is more than 50 percent of the state average weekly wage shall be replaced at a rate of 50 percent.

(b) The maximum weekly benefit is 90 percent of the state average weekly wage, except that for paid family and medical leave beginning before January 1, 2025, the maximum weekly benefit is 1,100 dollars.

- (2) The division shall calculate a covered individual's weekly benefit amount based on the covered individual's average weekly wage earned from the job or jobs from which the covered individual is taking paid family and medical leave, up to the maximum total benefit established in section 8-13.3-506(1)(b). If a covered individual taking paid family and medical leave from a job continues working at an additional job or jobs during this time, the division shall not consider the covered individual's average weekly wage earned from the additional job or jobs when calculating the covered individual's weekly benefit amount. A covered individual with multiple jobs may elect whether to take leave from one job or multiple jobs.

**ARTICLE 8 - BULLETIN BOARDS**

The Employer agrees that the Union is entitled to post notices of Union meetings and Union business affecting office personnel on an office employee's section of the company bulletin board.

**ARTICLE 9 - NON-DISCRIMINATION**

Section 1

There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership or legitimate activity in the Union by ABF or any of its agents, and the Union likewise agrees that there shall be no discrimination, interference, or coercion against any employees of ABF.

- (a) ABF shall not subject any employee to prejudice, retaliation, or discrimination because of

action taken by representatives of the Union in presenting grievances instituted for such employee under the provisions of this Agreement.

- (b) Neither the Union nor its officers, members, representatives, or agents, will intimidate or coerce employees into joining or continuing their membership in the Union.

### Section 2

Neither the Union nor ABF shall unlawfully discriminate against any employee because of race, religion, color, sex, age, or national origin, physical or mental disability, sexual orientation, or because the Employee is a disabled or special disabled veteran or a veteran of the Vietnam era. The Union and ABF will comply with all legal requirements regarding veterans, persons with disabilities, and those concerning sexual harassment.

## **ARTICLE 10 -ACCESS OF UNION OFFICIALS TO EMPLOYER PREMISES**

### Section 1

Representatives of the Union shall have the right to enter the premises of the Employer to investigate working conditions, grievances or disputes. They shall have the right to meet with Stewards, or with employees involved in a dispute relative to the administration of this Agreement but shall not in any way disrupt the business of the Employer. Such Union Representatives shall report to the designated Employer Representative upon entering such premises.

### Section 2

Whenever a supervisor places correspondence of a disciplinary nature in the employee's file it will be discussed with the employee. A Union representative will be present if requested by the employee. If any discussion, in the opinion of the employee, may result in disciplinary action, the employee may request Union representation. Copies of disciplinary correspondence will be given to the employee and the Union. In cases where the employee refuses Union representation, a copy will be given to the Union if the employee signs a release. Said discipline shall remain in the employee's personnel file for twelve (12) months.

## **ARTICLE 11-PAYMENT OF WAGES**

Employees shall be paid on a weekly basis with no more than two (2) weeks' pay to be held back by the Employer. Friday of each week shall be the payday.

### Electronic Funds Transfer (Direct Deposit)

Where not prohibited by State Law, all employees hired after the date of ratification are required to use electronic deposit of their paychecks.

If an employee hired after the date of ratification is unable to obtain a bank account, the Employee will be paid electronically using a pay card/debit card. If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc. an employee's "paycheck" or debit card does not arrive at the employee's facility by payday, a replacement check will be issued at the General Office and mailed to the employee's facility by the end of that business day.

#### **ARTICLE 12 - REST PERIODS**

Employees shall be permitted to take two (2) fifteen (15) minute rest periods to be scheduled by the Employer in each regular eight (8) hour shift. One (1) rest period shall be during the first half of the shift and one (1) during the last half of the shift.

Any shop employee may volunteer to work straight eight with no lunch prior to any bid award. During the bid period the shop employee may return to the normal lunch schedule providing they give one week's written notice of their desire to return to the normal lunch schedule.

The shop employee choosing straight eight with no lunch will be allowed to combine their two (2) fifteen-minute breaks and take them at the time other shop employees take their lunch breaks. An employee may elect to combine their breaks (to be taken as a lunch period) or they may take them as separate fifteen-minute rest periods. Once they elect one method or the other they must remain on that schedule until they provide at least one week's written notice that they want to change their rest period breaks.

#### **ARTICLE 13 - HEALTH CARE**

Effective with this agreement the employer will continue to participant in Teamcare "Plan TA". The current contribution rate is \$376.60 per week for each qualifying employee.

The Trust Agreement of the Central States, Southeast and Southwest Areas Health & Welfare Fund is incorporated by reference into this agreement and the Employer agrees to be bound by that agreement.

Contributions shall be paid on each full-time employee and Permanent Part-time Employee if they exceed one-hundred and twenty (120) hours worked per month. For example, if a Permanent Part-time Employee exceeds one-hundred and twenty (120) hours worked in January, they will have contributions paid for February. With respect to casual employees, the parties agree that Contributions shall not be owed on casual employees.

Contributions shall be paid for each contribution period an employee is entitled to receive compensation, including regular and overtime pay, holiday pay, vacation pay, sick pay or back pay. In addition, if an employee is absent and receiving no wages due to an absence caused by an illness or off the job injury, and they notify the employer of such absence, the first full week following the absence, the Employer shall continue to pay contributions for a period of 4 full weeks. If an employee is receiving no compensation due to an absence caused by an on the job injury, the first

full week following the absence, the Employer shall continue to pay contributions until such time as the employee returns to work; however, such contributions shall not be paid for a period of more than 52 weeks. When the employee is off due to illness or on-the-job injury and company is otherwise obligated to make contributions under the provisions of this agreement, the employer obligation to contribute will cease absent the employee's timely payment of the employee's premium cost sharing amount to the employer.

### **Health & Welfare Plan**

During the life of this Agreement, the Employer shall continue to make contributions at the rates being paid as of the date of ratification of the ABF OPEIU Agreement to the appropriate Health Welfare Fund in such amounts as are determined on an annual basis by the Fund to be necessary to maintain the benefit then in effect, subject to the following schedule:

Health, Welfare and Pension Contribution increases:

**Effective Date:**

January 1, 2024	\$0.83 cents per hour (\$33.20 per week)
January 1, 2025	\$0.63 cents per hour (\$25.20 per week)
January 1, 2026	\$0.80 cents per hour (\$32.00 per week)
January 1, 2027	\$0.99 cents per hour (\$39.60 per week)
January 1, 2028	\$1.21 per hour (\$48.40 per week)

The Company shall continue to contribute to the same Health, Welfare and Pension Funds it was contributing to as of December 31, 2023 and abide by each fund's rules and regulations. The Company shall execute all documents and participation agreements required by each fund to maintain participation.

Effective on the date previously established by the parties for payment of increases into the applicable funds the Company shall contribute the additional amounts listed above to be split between the applicable health, welfare and pension funds as determined by the Union Negotiating Committee.

Employee Premium Cost Sharing - Based on the above the employee agrees to premium cost sharing of the monthly contribution rates of \$45.00 in the amount of \$10.39 to be deducted from the employee's pay on a weekly basis for the life of the agreement.

Monthly, daily and/or hourly contributions shall be converted from the hourly contributions in accordance with past practice.

***Note: If the employee is responsible for a portion of the contribution amount, the employee may reimburse the Employer for their portion of the contribution amount through payroll deductions or other means; however, the agreement shall state: The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees.***

### **ARTICLE 14 • PENSION PLAN**

For full time employees (not laid off) on the seniority roster, the Employer agrees, effective on

the dates and in the amounts per hour indicated below, to make a contribution on behalf of each employee to the Western States Office Employees Pension Fund. The contribution rate effective on December 31, 2023 is \$4.45 per hour. RED CIRCLED Denver Employees contribution rates effective on December 31, 2023 is \$6.76 per hour.

Health, Welfare and Pension Contribution increases:

<u>Effective Date:</u>	
January 1, 2024	\$0.83 cents per hour (\$33.20 per week)
January 1, 2025	\$0.63 cents per hour (\$25.20 per week)
January 1, 2026	\$0.80 cents per hour (\$32.00 per week)
January 1, 2027	\$0.99 cents per hour (\$39.60 per week)
January 1, 2028	\$1.21 per hour (\$48.40 per week)
Total	\$4.46 per hour (178.40 per week)

The Company shall continue to contribute to the same Health, Welfare and Pension Funds it was contributing to as of December 31, 2023 and abide by each fund's rules and regulations. The Company shall execute all documents and participation agreements required by each fund to maintain participation.

Effective on the date previously established by the parties for payment of increases into the applicable funds the Company shall contribute the additional amounts listed above to be split between the applicable health, welfare and pension funds as determined by the Union Negotiating Committee.

- a) Subject to a maximum of two thousand eighty (2,080) hours per calendar year and subsection (c) below, contributions shall be made for each compensable hour.
- b) If an employee is injured on the job, the Employer shall continue to make the required contributions not to exceed forty (40) times the hourly contribution rate per week, until the employee returns to work, but not to exceed six (6) months.
- c) This section shall not apply to employees with less than eighty-one (81) compensable hours per month.

Pension Legislation

In the event that future federal legislation allows ABF to reduce its pension contribution rates which would not cause a reduction in benefits, the Company reserves the right to reopen the OPEIU bargaining agreement as it relates to the pension contribution rates. If the parties do not agree on a mutually satisfactory resolution to negotiations over such issue within sixty (60) days of the start of such negotiations, either party shall be permitted all legal or economic recourse in support of its proposals on this matter notwithstanding any provisions of this Agreement to the contrary.

401(k) Retirement Savings Plan

The Employer has executed and will abide by the Teamster National 401(k) Plan Participation Agreement. The Plan offers both Pre-tax Contributions and Elective Deferral Roth Contributions OPEIU employees are eligible to participate in the Teamster National 401(k) plan under this agreement. The Employer will make or cause to be made, payroll deductions from the participating employee's wages, in accordance with each employee's salary deferral election subject to compliance with ERISA, Section 401(k) of the Internal Revenue Code and any other relevant provisions of the tax code. The employer shall also authorize the Plan to allow for a participating employee, upon their request, to take out loans on their contributions to the Plan:

## **ARTICLE 15 - SENIORITY**

### Section 1 - Definitions

Regular Full-Time Employee	An employee with an established seniority date with a set schedule to work a minimum of forty (40) hours per week.
Permanent Part-Time Employee	An employee with an established seniority date with a set schedule of less than 40 hours per week.
Probationary Employee	An employee in probationary status as defined in Section 3 of this Article.
Active Employee	An employee not in layoff status.
Laid-Off Employee	An employee who is in layoff status by proper written notice from the Company as defined in Section 10 of this Article
Casual Employee	An employee having no seniority rights under this Agreement. Unless specifically provided otherwise, casual employees are not entitled to any of the benefits or guarantees of this Agreement except the casual hourly wage rate when put to work.

### Section 2

Seniority shall prevail for layoff, recall, transfer and job assignment provided the employee is qualified to perform the job.

- a) There shall be one bargaining unit consisting of two separate seniority rosters, namely location, office and shop.
- b) Seniority rights and privileges may not be exercised alternately between the two rosters.
- c) Seniority shall be continuous from the date on which the employee acquires seniority under this Agreement.

### Section 3

Newly hired employees (including casual employees) may acquire seniority rights and privileges by working as a supplemental employee for thirty (30) eight (8) hour working days out of any ninety (90) calendar day period (or thirty (30) four (4) hour working days out of any ninety (90) calendar day period for part-time employees.) Days or hours worked replacing regular employees absent for any reason shall not be counted. Upon acquiring seniority under this provision, the employee will be subject to a probationary period of thirty (30) calendar days during which time the Employee may be terminated without recourse. Upon successful completion of the probationary period, the employee shall be added to the seniority roster with a date to coincide with the beginning date of the probationary period. Prior to gaining seniority rights as described herein, new employees shall not be entitled to any of the benefits or guarantees of this Agreement except the applicable hourly rates when put to work.

The employee will be subject to a probationary period of thirty (30) calendar days during which time the Employee may be terminated without recourse. Upon successful completion of the probationary period, the employee shall be added to the seniority roster with a date to coincide with the beginning date of the probationary period. Prior to gaining seniority rights as described herein, new employees shall not be entitled to any of the benefits or guarantees of this Agreement except the applicable hourly rates when put to work.

### Section 4

The Employer shall allow a ten (10) working day on-the-job training period to any employee the Employer feels is unqualified for the job on which the employee has exercised seniority. Such employee will be allowed an additional five (5) working days to demonstrate the ability to perform the job after the Employer has notified the employee of any specific performance deficiencies. If the employee is unable to demonstrate the ability to perform the job they shall be disqualified and may exercise seniority on any job held by a junior employee for which they may be qualified. Employees off duty on account of vacation, temporary sickness or accident for a period not to exceed ninety (90) days may bid on any job vacancy by giving notice to the Employer and the Union Steward of their desire to be considered for any job vacancies which may occur while absent from work.

### Section 5

If an employee's job is abolished or otherwise disturbed, the Employee may exercise seniority on any job held by a junior employee for which they may be qualified

### Section 6

If an employee becomes physically incapacitated and/or fails to demonstrate ability to perform the job, the Employer and Union may mutually agree to a "special circumstance" assignment

and/or rate of pay for such employee. Such agreement will not be unreasonably withheld by either party.

#### Section 7

When it becomes necessary to reduce the working force, the last employee hired in each terminal shall be laid off first and when the force is again increased, employees are to be returned to work in the reverse order in which they were laid off. Employees so laid off shall be given three (3) days' notice or three (3) days' pay in lieu of such notice unless the layoff is due to emergency, catastrophe, work stoppage or other event beyond the control of the Employer.

#### Section 8

The steward in each terminal shall have super-seniority only to maintain employment with the Employer provided the Employee is qualified. The Union agrees to advise the Employer in writing the name of the employee selected as steward in each terminal.

#### Section 9

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place in the Employer's office with a copy to the Local Union. Any protest to the seniority list must be made in writing within thirty (30) days from the date of posting. In the event no protest is made, the seniority list, as posted, shall be considered correct and final. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the controversy shall be processed under the grievance procedure outlined in Article 26 of this Agreement. Errors made in the process of transcribing when preparing a new seniority roster may be connected at any time when brought to the Employer's attention.

#### Section 10

##### **Audio, Video and Computer Tracking Devices**

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. As used in this section "theft of time" shall not include inadvertent and immaterial extensions of break time and lunch periods. If the information on the video, still photo, electronic tracking devices and/ or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

#### **ARTICLE 16 - SUPERVISORS AND NON-UNION EMPLOYEES PERFORMING OPEIU WORK**

Under normal circumstances, work which is normally or customarily performed by employees



within job classifications or titles covered by this collective bargaining agreement shall not be subcontracted by ABF either directly, or to any outside source or agency, including but not limited to Relief/GO.

In the event of absences or falling behind in OPEIU job classifications, the Employer will notify the Union in writing twenty-four (24) hours if possible in advance of Relief/GO staff performing OPEIU work, as well as the anticipated timeframe of such assistance.

Supervisory employees or Relief/GO staff shall not perform work on the jobs covered by this Agreement except as follows:

- a) In the instruction or training of employees
- b) In the investigation or experimentation of new procedures necessary to the performance of supervisory duties.
- c) In the event of an unforeseen emergency

No employees, whether from other unions or non-union employees, will be allowed to perform OPEIU work that is traditionally performed by OPEIU employees.

## **ARTICLE 17 -HOLIDAYS**

### Section 1

The following holidays will be observed: New Year's Day, Martin Luther King Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day, two (2) Personal Holidays, Employee's Anniversary Date and Employee's Birthday.

### Section 2

Should any of the holidays fall on a non-scheduled workday, except Sunday, the Employer may, at its option, designate the holiday to be the last workday immediately before the actual holiday, or, pay the employees holiday pay in addition to their regular earnings for the week. In the event a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

### Section 3

Holiday pay, when no work is performed, shall be paid at eight (8) hours of the applicable straight time hourly rate of pay. When an employee is required to work on a holiday, the pay for such work shall be twice the applicable hourly rate for all time actually worked in addition to the holiday pay except for work performed on Day after Thanksgiving and December 24th.

### Section 4

Employees shall not be eligible for holiday pay while in layoff status unless the layoff occurred fifteen (15) or less calendar days prior to the holiday. If an employee has been in layoff more than fifteen (15) days prior to the holiday, the Employee may be eligible for holiday pay by working both the workdays immediately preceding and following the holiday, if requested to do so by the Employer.

Section 5

An employee absent due to illness or injury for thirty (30) or more consecutive days shall not be entitled to holiday pay for a holiday occurring after the first thirty (30) days of absence due to illness or after the first six (6) months of absence due to occupational injury.

Section 6

Part-time employees are eligible for four (4) hours holiday pay provided the part-time employee works a minimum of twenty (20) hours in the week preceding the holiday week. Casual employees are not eligible for holiday pay.

**ARTICLE 18 -VACATIONS**

Section 1

Bargaining unit employees may qualify for vacation upon completion of a minimum number of years as follows:

Earned Vacation Days

One (1) year	5 days
Two (2) years	10 days
Five (5) years	15 Days
Ten (10) years	20 days
Sixteen (16) years	25 days
Twenty (20) years	30 days

At the Employee's option, any vacation earned over three weeks may be paid out in weekly increments in lieu of time off.

Section 2

The rate of pay for each day of earned vacation shall be nine (9) times the applicable straight time hourly rate.

Employees may elect to schedule all of accrued vacation in increments of one (1) day or more in accordance with (1) below.

1. Employees must give the Employer written notification of one (1) day requested vacation

schedule at least seven (7) days prior to the date of the requested vacation, when practicable. The day shall be granted by the Employer if operationally possible. In the event there is an excessive number of employees who select the same day, granting of this day shall be on a seniority basis and the number of employees allowed to schedule this day shall not be unreasonable.

Employees will be paid vacation pay as they are used in daily or weekly segments.

### Section 3

Vacations may be selected by seniority. However, the Employer may determine the number of employees to be on vacation at any one time based on the needs of the business.

### Section 4

Pro rata earned vacation shall be paid to employees with more than one (1) year seniority upon layoff, when requested, or termination for any reason.

Pro rata vacation pay shall be computed on the ratio of days worked to 260. Days worked shall include days absent for jury duty, required military service not exceeding 30 workdays, paid vacation days, paid sick days and paid holidays. A pro rata vacation payment for which such absent days are counted must include an equal number of days worked before any payment is earned.

## **ARTICLE 19 -WORK DAY, WORK WEEK**

### Section 1

The guaranteed work week shall be five (5) consecutive days in seven days. The guaranteed workday shall be eight (8) hours per day. Holidays which fall on a scheduled workday shall be considered time worked in making up the weekly guarantee. The weekly guarantee shall not apply in the event of a work stoppage which may occur anywhere in the Employer's scope of operations which may affect the workload of employees covered by this Agreement, civil commotion, act of God or any other occurrence beyond the control of the Employer which may affect work performed under this Agreement. The weekly guarantee shall not apply to employees who have been placed in layoff status by proper written notice. The Employer shall have no further daily obligation to an employee who has completed eight (8) straight time hours and no further weekly obligation to an employee who has completed forty (40) straight time hours.

### Section 2

The Employer shall have no further daily obligation to a part-time or casual employee who has completed four (4) straight time hours. The weekly guarantee shall not apply to part-time and casual employees.

### Section 3

For Shop employees only, any shifts starting on or after 06:00 hours and before 09:00 hours shall be considered day shifts, any shifts starting on or after 09:00 hours and before 17:30 hours shall be considered swing shifts, any shifts starting on or after 17:30 hours and before 06:00 hours shall be considered graveyard shifts. A Shop employee's starting time shall not be changed prior to the completion of his/her workweek.

#### Section 4

A bid employee who misses a bid workday due to unexcused absence or unpaid sick day (no sick leave available) breaks his/her weekly guarantee and may not make up the missed workday except as noted in (3) below. The following shall set forth the order of work and rates of pay.

(1) Bid employees working their regular bid day. ***Straight Time***

(2) Once the provisions of (1) have been exhausted, the Employer may then use replacement casuals to fill the absence of any regular employee, ***Straight Time***.

(3) Bid people who did not work their five (5) consecutive days offered and not reporting for five (5) workdays in the workweek. ***Straight Time***

(4) Supplemental Casuals. ***Straight Time***

### **ARTICLE 20 - OVERTIME**

#### Section 1

All time worked in excess of eight (8) hours in a regularly scheduled work day and all time worked in excess of forty (40) hours in a regularly scheduled work week shall be paid at one and one-half times the applicable straight time hourly rate.

#### Section 2

Employees drafted to work hours outside of their normal scheduled shift shall be paid the premium rate of one and one-half (1 ½) times their regular rate for such hours provided the employee works such hours in addition to his/her normal scheduled shift, otherwise, such hours will be at the regular rate.

An employee recalled to work after completing eight (8) hours and leaving the Employers premises shall be guaranteed four (4) hours at one and one-half (1 ½) times the applicable straight time hourly rate of pay.

#### Section 3

Employees shall be paid twice the applicable straight time hourly rate for all work performed on the seventh consecutive day of work. This shall not apply when an employee bids on a new

assignment and the change to new workdays results in the need to work seven or more consecutive days to get on the new schedule.

Section 4

If the Employer elects to offer work opportunity to regular employees on a non-scheduled workday, and the rate of pay for such work is at a premium rate, such work opportunity will, as a rule, be offered to the senior qualified employee. If briefing or training of any extent would not be required of a junior employee to obtain the most expedient results, the senior employee may be bypassed for such work opportunity.

Section 5

The Employer shall not reduce the opportunity for OPEIU Employees to work overtime and then request Relief/GO to perform OPEIU duties, in violation of Article 16 - Supervisors and Non-Union Employees Performing OPEIU Work. The Employer will notify the Union prior to allowing Relief/GO to perform any OPEIU duties without prior written notice.

**ARTICLE 21 • SHIFT PREMIUMS**

Shift premiums being paid to individual employees as of the effective date of this Agreement will continue to be paid to such employees as long as they remain on the shifts for which the premium was established. When employees presently on premium shifts elect to come off such shifts or if such shifts are discontinued, there will be no further premium shifts established.

Shop employees working shifts other than Day shifts shall be paid twenty (20) cents per hour above the Day shift rate for Swing shift and twenty-five (25) cents per hour above the Day shift rate for working Graveyard shifts.

Shift premium to start at the beginning of the shift.

**ARTICLE 22 -WAGE RATES AND CLASSIFICATIONS**

Wage rates and classifications for employees covered by this Agreement as set forth in Appendix "A" are attached hereto and by reference constitute a part of this Agreement.

**General Wage Adjustment**

Effective payroll period following ratification (January 1, 2024)

Effective January 1, 2024	\$3.50 per hour
Effective January 1, 2025	+ \$0.75 per hour
Effective January 1, 2026	+ \$0.75 per hour
Effective January 1, 2027	+ \$0.75 per hour

Effective January 1, 2028

+ \$0.75 per hour

**New Hire Wage Progression:**

First day: 80% of top rate

1 year: 85% of top rate

2 year: 90% of top rate

3 year: 100 % of top rate

**ARTICLE 23 -SICK LEAVE**

**Section 1**

Sick leave is available after one year of service for full-time regular employees. It is to be used for the illness of the employee only. Eight (8) paid sick days are provided on the employee's anniversary date and may be accumulated up to a maximum of twenty-five (25) days.

**ARTICLE 24 -TECHNOLOGICAL CHANGES**

**Section 1**

In the event the Employer introduces automated procedures or office equipment, the Employer agrees to discuss any changes with the Union before they are made.

**Section 2**

The Employer agrees to offer employment in any newly created automated job to the present employees before hiring from the outside market.

**Section 3**

Should any new automated equipment or procedures require special training or instruction, the Employer agrees to allow present employees an opportunity to secure training or instruction to become qualified prior to going to the outside labor market.

**ARTICLE 25 • GRIEVANCE PROCEDURE**

**Section 1**

The Employer and the Union agree that grievances or disputes arising under this Agreement shall be settled as provided in this Article and in Article 27, Arbitration. A grievance shall also be defined as any difference of opinion, controversy or dispute between the parties hereto related to the interpretation or application of the terms of this Agreement.

**Section 2**

A grievance must be presented to the Employer by the Union, the Union Steward or an employee, in writing, within 30 workdays following the act or incident which provoked the grievance or such grievance shall be deemed untimely and waived by the Union, Union Steward and employee.

In the event the Union fails to present a grievance within any of the applicable time limits prescribed in this Article and the parties fail to agree on an extension of such time limit, the grievance shall be barred from further processing without prejudice to the Union's right to present other grievances thereafter even though they involve the same subject matter.

In the event the Employer fails to reply within any of the applicable time limits prescribed in this Article and the parties fail to agree upon an extension of such time limit, the Union may present the grievance at the next step.

### Section 3

Grievances shall be processed as follows:

Step 1. A grievance shall first be taken up with the office manager or shop supervisor. The employee and the Steward shall submit the grievance to the office manager or shop supervisor. The meeting to discuss the grievance shall be held within ten (10) workdays from the submission of the grievance. The office manager or shop supervisor shall have ten (10) workdays from the time of the conclusion of the Step 1 meeting to render the decision in writing to the aggrieved employee and the Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 2 within ten (10) workdays of the Step 1 response; otherwise the grievance shall be barred from further processing.

Step 2. The grievance may be submitted to the Branch Manager or Regional Maintenance Supervisor. The employee and the Steward shall submit the grievance to the Branch Manager or Regional Maintenance Supervisor. The meeting to discuss the grievance shall be held within ten (10) workdays from the submission of the grievance. The Branch Manager or Regional Maintenance Supervisor shall have ten (10) workdays from the time of the conclusion of the Step 2 meeting to render the decision in writing to the aggrieved employee and the Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 3 within ten (10) workdays of the Step 2 response; otherwise the grievance shall be barred from further processing.

Step 3. The grievance may be presented by an officer of the Union to the Employer labor relations representative. The employee and the union officer shall submit the grievance to the Employer labor relations representative. The meeting to discuss the grievance shall be held within ten (10) workdays from the submission of the grievance. The Employer labor relations representative shall have ten (10) workdays from the time of the

conclusion of the Step 3 meeting to render the decision in writing to the aggrieved employee and the union officer. Should the decision fail to bring about a satisfactory settlement, the Union shall have forty-five (45) days to initiate arbitration proceedings pursuant to Article 27, Arbitration. If such proceedings are not initiated within forty-five (45) days after receipt of the Step 3 grievance response, the grievance shall be deemed to have been withdrawn and there is no recourse to the provisions of Article 27. The time limits in this step may be extended by mutual agreement.

#### Section 4

An aggrieved employee may participate in all discussions at each step of the grievance procedure described in this Article. The time period for such discussion shall be discretionary with the Employer and if such discussion occurs during the normal working hours of the grievant, the grievant shall be compensated at the regular hourly rate. Time spent for discussion outside normal working hours of an employee is not compensable.

#### Section 5

The notice to an employee of discharge or termination of services (other than voluntary quit or economic layoff) must be confirmed in writing within five (5) days of such discharge or termination and must include the reason(s) therefore. Grievances for such discharges or terminations must be filed at Step 2 within five (5) working days after attempted delivery or receipt of notification at the last known address of the employee. Failure to file the grievance as provided in this section results in forfeiture of the benefits of this Article and of Article 27, Arbitration.

### **ARTICLE 26 -ARBITRATION**

#### Section 1

Grievances or disputes not resolved under the provisions of Article 25 may be submitted to arbitration by either the Employer or the Union. The time limitations specified in Article 25, Section 3 shall apply to the decision to seek arbitration. Within five (5) working days following receipt of the arbitration demand by either party, the aggrieved party may request the Federal Mediation and Conciliation Service, on behalf of both parties to submit the names of seven (7) qualified arbitrators. Upon receipt of the list of arbitrators by both parties and within five (5) working days of such receipt, the Union and the Employer may select one arbitrator by mutual agreement or, failing mutual agreement, shall each strike two names alternately. The party to strike first shall be determined by coin toss. The remaining name shall serve as the arbitrator. Preference shall be given to local arbitrators, if possible. The time limits herein may be extended by mutual agreement.

The chosen arbitrator shall be notified of their selection by a joint letter or email from the Employer and the Union requesting they set a time and place for the hearing, subject to the



availability of the Employer representatives and the Union representatives.

## Section 2

Only one grievance may be decided by the arbitrator at any hearing; however, the parties may agree to waive this requirement in writing. The arbitrator shall not have any power to add to, subtract from, nullify, ignore, alter, modify or change any of the provisions of this Agreement or to substitute any new provision, nor to give any decisions inconsistent with the terms and provisions of this Agreement. The arbitrator's decision and award shall be based solely upon their interpretation or application of the term(s) of this Agreement. If the matter sought to be arbitrated does not involve a grievance as defined in this Article, the arbitrator shall so rule in their award. The arbitrator shall render no award under this contract which shall be retroactive beyond the date the grievance was originally filed with the Employer, or impose any liability not explicitly expressed herein. The award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

## Section 3

Fees and expenses of the arbitrator shall be borne equally by both parties.

### **ARTICLE 27 - FUNERAL LEAVE**

Employees on the seniority roster shall be granted funeral leave resulting from death in the immediate family. Conditions applying to funeral leave are as follows:

- a) In the event of a death in the immediate family (father, mother, wife, husband, domestic partner, brother, sister, son, daughter or parent-in-law), 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. Employees will be entitled to one (1) additional day off with pay provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and such day would otherwise have been a compensable workday for the employee.
- b) 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.
- c) In the event of a death of an employee's Grandparent or Grandchild 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.
- d) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend the funeral, funeral burial, cremation, or other memorial service including but not limited to a later scheduled celebration of life remembrance.

- e) 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.

## **ARTICLE 28 - JURY DUTY**

### **Section 1**

Regular seniority employees reporting for jury duty on a regularly scheduled work day and serving on a jury shall receive jury duty pay in the amount of the difference between eight (8) hours straight time pay and the total amount of monies received for jury service for each day of jury duty to a maximum of fifteen (15) days of jury duty service compensation per contract year.

Regular employees reporting for jury duty and not selected for jury service shall be required to report for work, if by reasonable efforts, such employee can complete four (4) or more hours of his/her normally scheduled work day. In such event, the employee shall be paid eight (8) hours straight time pay for the completion of the scheduled shift less total monies received for jury service.

The employee must present proof of jury duty and time of release to the employer including jury duty pay amounts and the employer shall pay jury duty pay the next regular pay period after receipt of the required information.

### **Section 2**

Jury duty pay does not apply to jury duty served when an employee is on sick leave, funeral leave, vacation, holiday, worker's compensation, leave of absence or personal time off.

Employees shall inform the employer upon receipt of jury duty notice. Failure to so notify the employer will result in the disqualification of jury duty pay. When notified, the employee and the employer shall, by mutual agreement, reschedule any vacation which may occur during the period of jury service.

An employee on layoff status will not receive jury duty pay.

### **Section 3**

Time spent on jury service will be considered time worked for purposes of employer contributions to pension plans, vacation eligibility, holidays and seniority in accordance with the agreement to a maximum of fifteen (15) days for each contract year.

## **ARTICLE 29 • TRANSFER OF TITLE OR INTEREST**

The Employer agrees that this Agreement shall be binding upon the parties hereto, their

successors, administrators, executors and assigns. The Employer agrees that it shall give notice of existence of this Agreement to any purchaser, transferee, lessee or assignee. A copy of such notice will be sent to the Union at such time as any agreement with a purchaser, transferee, lessee or assignee is consummated.

### **ARTICLE 30 - COST OF LIVING ADJUSTMENT**

All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth in this Article.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban 45 Wage earners and Clerical Workers", CPI-W (Revised Series Using 1982- 84 Expenditure Patterns), All Items (1982-84-100), published by the Bureau of Labor Statistics, U.S. Department of Labor and referred to herein as the "Index".

Annual COLA payable on October 1, 2024, October 1, 2025, October 1, 2026, October 1, 2027 and October 1, 2028, if the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S., all items, (1982-84=100) increases by more than 3.5% in relevant annual time periods.

Effective October 1, 2024, and every October 1 thereafter during the life of the Agreement, a cost of-living allowance will be calculated based on the difference between the Index for October 2023, (published November 2023) and the index for October 2024 (published November 2024) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.5%, there will be a 1 cent increase in the hourly wage rates payable on January 1, 2025 and every January 1 thereafter. There shall be no cap on the COLA.

All cost-of-living allowances paid under this agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

**ABF FREIGHT SYSTEM & OPEIU LOCAL 251 (2024 - 2028)**

**APPENDIX "A" -RATES OF PAY**

	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
Office	\$29.3914	\$30.1414	\$30.8914	\$31.6414	\$32.3914
Office - Denver Red Circle	\$30.0095	\$30.7595	\$31.5095	\$32.2595	\$3 .0095
Partsman	\$29.4928	\$30.2428	\$30.9928	\$31.7428	\$32.4928
Permanent Part-Time	\$23.5131	\$24.1131	\$24.7131	\$25.3131	\$25.9131
Casual	\$18.5000	\$18.7500	\$19.0000	\$19.2500	\$19.5000

1. Part-time and casual employees are not subject to shift differential rates.

**New Hire Wage Progression:**

First day: 80% of top rate  
 1 year: 85% of top rate  
 2 year: 90% of top rate  
 3 year: 100 % of top rate

**Profit Sharing Bonus**

If the Employer achieves a published, annual operating ratio of 93.0 or below for any full calendar year during this agreement (2024 through 2027), each employee will receive a bonus based on their individual W-2 earnings (excluding any profit sharing bonuses) for the year in which the qualifying operating ratio was achieved according to the following schedule:

ABF Published Annual Operating Ratio:

**Bonus Amount:**

91.1 to 93.0	1%
89.1 to 91.0	2%
87.1 to 89.0	3%
87.0 and below	4%

The profit-sharing bonus will be distributed to the employees by separate check within 60 days of the end of the calendar year. An employee must be on the ABF seniority list for the entire calendar year in question to be eligible for such a bonus. Any employee, who resigns, retires or otherwise incurs a termination of employment, whether voluntary or involuntary, during the year in question shall not be eligible for a year-end bonus.

There shall be no inter-company charges initiated by the employer or changes in accounting assumptions or practices (GAAP), except as required to conform to governmental regulation, for the purpose of defeating the calculation of the annual operating ratio.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index. If the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.


#### ARTICLE 31 - DURATION

This Agreement shall continue in full force and effect from January 1, 2024 to and including December 31, 2028 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.


Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to the expiration date of the Agreement or any year in which notice of change or termination is given.

The parties agree that all proposals for a new contract shall be exchanged between the parties at least forty-five (45) days before the expiration date of the Agreement. Such contract proposal shall be specific as to the exact articles desired to be changed or new articles to be added.

#### ABF FREIGHT SYSTEM

By:   
Title: Vice President Employee Relations  
Date: January 9, 2024

#### OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL #251 AFL-CIO

By:   
Title: President  
Date: December 31, 2023