

CAROLINA FRIEGHT COUNCIL OVER-THE-ROAD AGREEMENT

For the Period: April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions.
Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

PREAMBLE

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

ABF Freight System, Inc., 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 ABF Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2013~~2018 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.

NO CHANGE

ARTICLE 41.

NO CHANGE

ARTICLE 42.

Section 7.

(B) Single Extra Board Drivers.

- (1) The dispatch shall control the movement of the driver and does not pertain to the destination of the load except as may be agreed to between a Local Union and Company.
- (2) The driver will be dispatched for instructions to an instruction point at which point he shall be advised whether he is on a turn-around or a

through run within one (1) hour after presenting himself to someone in authority or if the terminal is closed has called as instructed.

- (a) If trip designated is a turnaround run, then Article 53 will govern such dispatch and driver will be paid in accordance with such Article.
- (b) If trip designated is a through run then driver will be given a destination point and will be paid in accordance with Article 54 from the point of origin to the destination, except as provided in 7(B)(4).
- (3) Driver may be given via's at the origin or instruction point and via's may be added or deleted enroute.
- (4) If after arriving at the destination point but within one (1) hour the Company has a dispatch the driver may be extended and be paid mileage or minimum, whichever is greater, for the trip including any extensions. This applies to foreign terminals and not home terminal.
- (5) The layover at the destination shall be thirteen (13) free hours.
- (6) The layover shall be thirteen (13) free hours at the second and third layover points as defined in Article 50, Section 4. If the driver is required to layover at more than three points he shall be paid for all time.
- (7) The dispatch of extra drivers shall be on a first-in-first out basis at all terminals except:
 - (a) An extra driver may be dispatched on a via dispatch through other domicile points where there are ten (10) or less drivers domiciled,

E-03

provided all available domiciled drivers at the time of the via are dispatched within twenty-four (24) hours. In the event such available drivers are not dispatched within the twenty-four (24) hour period, such drivers shall be entitled to runaround pay commencing at the end of the twenty-four (24) hours following the time of the via dispatch, at the prevailing hourly rate, not to exceed the trip lost.

- (b) Extra drivers may be dispatched to their respective domicile ahead of all other extra drivers. Such dispatch may be either a direct or via other points provided the dispatch can be completed in one tour of duty.
- (c) Drivers may be dispatched without regard to extra non-domiciled drivers at via or turn points provided such driver in motion is pre-booked. This applies to foreign terminals and not home terminals.
- (d) **Extra board drivers may elect to select a hold down bid. The employer will post a hold down bid for known absences of thirty (30) days or more due to illness, injury or approved leave of absence. The driver awarded the hold down bid will hold the bid until the bid driver returns to work or the next bid. The hold down bid will be posted for a period of seven (7) days and awarded to the senior bidding extra board driver.**

ARTICLE 43.

NO CHANGE

ARTICLE 44.

NO CHANGE

ARTICLE 45.

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such

employee to the employee, in writing, and a copy of same to the Union affected, excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of, or being under the influence of alcoholic beverages while on duty, use of narcotics (as prescribed by the Pure Food and Drug Act), barbiturates, or amphetamines while on duty, violation of Article 35, Section 3, willful damage to company property or equipment, or engaging in physical violence while on company property or on

duty, to the employee who initiates such action, recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers, failure to report a serious accident or one which the employee would normally be aware of, or the carrying of any firearm(s) on Company property or equipment (except in the employee's personal vehicle). Discharge or suspension must be by proper written notice to the employee and the Union affected. Warning notices shall have no force or effect after nine (9) months from the date thereof.

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~~, **falsification of logs, records, claims for compensation and other documents**, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, 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.

Suspensions other than for offenses enumerated in this Article will not be implemented if a timely protest is made until such time as the Union and Employer agree the suspension is appropriate or until after the Carolina Bi-State Grievance Committee makes a final determination.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial, or no compensation for time lost. Appeal from discharge must be taken within ten (10) calendar days by written notice to the Employer and filed with the Carolina Bi-State Committee. If not resolved, a discharge grievance shall be placed on the first agenda of the Carolina Bi-State Committee following the filing of the grievance.

The Employer is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules they shall be submitted to the grievance procedure as

E-03

established by this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted with approval of the Bi-State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Any employee using a subterfuge to get time off other than the time off procedure agreed to will subject the employee to the following disciplinary action:

1st Offense - Warning and forfeit time off for thirty (30) days; 2nd Offense - Warning and one (1) week's suspension;
3rd Offense - Subject to discharge.

Subterfuge is defined to mean that the driver has deliberately falsified the reason given for the absence.

ARTICLE 46.

NO CHANGE

ARTICLE 47.

NO CHANGE

ARTICLE 48.

NO CHANGE

ARTICLE 49.

NO CHANGE

ARTICLE 50.

Section 4. Layover

When a single operation employee is required to lay over away from his home terminal layover pay shall commence following the thirteenth (13th) hour after the end of his run. He shall receive layover pay for each hour or fraction thereof held over up to eight (8) hours in the first twenty-one (21) hours of the layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within twenty-one (21) hours after the run ends. The same principle shall apply to each succeeding twenty-one (21) hour period with layover pay commencing after the thirteenth (13th) hour.

On Sundays and holidays, meals shall be allowed in addition, as follows: as of 7:00 a.m., 12:00 noon and 6:00 p.m., ~~\$8.00~~ **\$10.00** for breakfast, ~~\$8.00~~ **\$10.00** for lunch, and ~~\$9.00~~ **\$12.00** for dinner.

For meal allowance other than Sundays and holidays, drivers will be entitled to such meal allowance after the seventeenth (17th) hour of the

first layover period and after the thirteenth (13th) hour on subsequent layovers after the first.

Section 11. Sick Leave/Personal Day(s)

Sick Leave pay as provided in Article 38, Section 1, and the National Guidelines issued there under, will be paid on a daily basis for each day of absence due to sickness or accident of any employee who has available Sick Leave, until his days of Sick Leave are exhausted. Two (2) days sick leave pay will be paid for each trip missed for sickness or accident of A-B-A bid driver, until his days of sick leave are exhausted. The personal day(s) will be paid and awarded in accordance with the above guidelines provided the employee notifies the employer as set out in the terminal work rules and or policy prior to the driver becoming available for work call. **Incllement weather days, which result in a declared "State of Emergency" will not trigger automatic payment of a sick/personal day, unless requested by the employee.**

ARTICLE 51.

SEE: NATIONAL AGREEMENT

ARTICLE 52.

SEE: NATIONAL AGREEMENT

ARTICLE 53.

SEE: NATIONAL AGREEMENT

ARTICLE 54.

NO CHANGE

ARTICLE 55.

Where an employee accomplishes an "inbound" through run of less than ~~300~~ **400** miles to his home terminal ~~he may be given~~ **they may be offered** one (1) subsequent road turnaround run upon reaching his home terminal. In such event the inbound through run and subsequent road turnaround run may be coupled for pay purposes.

The driver will be guaranteed a minimum of eight (8) hours' pay for all miles driven, delay and work performed for the entire tour of

duty. Where pay for miles driven, delay and work performed exceeds the eight (8) hour minimum, he shall be paid the greater. It is understood the driver must have available hours to make the subsequent turnaround run and if the Company fails to get him home in the same tour of duty he will be entitled to be paid for all time delayed until he returns to his home terminal, however, this shall not apply to drivers

E-03

taking statutory rest as a result of breakdown or impassable highway on the subsequent run.

Runs within the city or peddle run area under the Local Cartage provisions of this Supplement cannot be subsequent runs under this Article but shall be paid in accordance with the Local Cartage provisions.

ARTICLE 56.

Section 5. Layover

Where an employee on a two-man operation is required to layover away from his home terminal, layover pay shall commence following the twelfth (12th) hour after the end of the run. He shall receive layover pay for each hour or fraction thereof held up to eight (8) hours in the first twenty (20) hours of the layover commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty (20) hour period after the run ends. The same principle shall apply to each succeeding twenty (20) hour period, with layover pay commencing after the twelfth (12th) hour. Flagrant abuse of free time shall constitute a violation of this Section and shall be subject to the grievance machinery of Article 44.

On Sundays and holidays, meals shall be allowed in addition, as follows: as of 7:00 a.m., 12:00 noon and 6:00 p.m., ~~\$8.00~~**\$10.00** for breakfast, ~~\$8.00~~**\$10.00** for lunch, and ~~\$9.00~~**\$12.00** for dinner.

For meal allowance other than Sundays and holidays, drivers will be entitled to such meal allowance after the seventeenth (17th) hour of the first (1st) layover period and after the twelfth (12th) hour on subsequent layovers after the first (1st).

ARTICLE 57.

SEE: NATIONAL AGREEMENT

ARTICLE 58.

NO CHANGE

ARTICLE 59.

SEE: NATIONAL AGREEMENT

ARTICLE 60.

SEE: NATIONAL AGREEMENT

ARTICLE 61.

NO CHANGE

ARTICLE 62.

NO CHANGE

ARTICLE 63.

NO CHANGE

ARTICLE 64.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, ~~2013~~**2018**, to be effective as of April 1, ~~2013~~**2018**, except as to those areas where it has been otherwise agreed between the parties: