

**Carolina Freight Council
Automotive Maintenance
Supplemental
Agreement**

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

**CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL AGREEMENT
FOR THE PERIOD
APRIL 1, ~~2008~~ 2013 TO MARCH 31, ~~2013~~ 2018**

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 ABF National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2008~~ 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. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40 - UNION SHOP AND CHECK OFF

The provisions of the National Agreement shall apply except the probationary period for Maintenance Employees shall be sixty (60) days. No regular assigned employee will be bumped from his regular work shift because of moving a probationary employee between shifts.

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 shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

(b) An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism and/or drugs. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a onetime basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

(c) Leaves of absence as provided in Article 35 shall be governed thereby.

Section 3.

When a mechanic's operating privilege (CDL) has been suspended or revoked, for reason other than those for which he can be discharged by the company, he shall be granted a forty (40) day leave of absence automatically, provided he notifies his immediate supervisor within twenty-four (24) hours of such suspension or revocation.

When a mechanic's operating privilege (CDL) has been suspended or revoked for a period longer than forty (40) days for reasons other than those for which he can be discharged by the company, leave shall be granted for such time as his operating privilege or license has been suspended or revoked but not for a period longer than three (3) years. It is further provided that the mechanic whose operating privilege (CDL) has been suspended or revoked shall notify his immediate supervisor within twenty-four (24) hours of such suspension or revocation.

Mechanics granted a leave of absence, will be allowed to work in the shop or on the dock behind the preferential list employees, but ahead of casual employees. They must live within an area so they then can report for work no longer than one and one-half (1 1/2) hours after being called. They will work as casuals and be paid the casual rate of pay.

Employees applying for a leave of absence under this section must comply with Article 41, Section 4, relative to Health and Welfare contributions, but will not have to make Pension contributions until the end of the leave and then only to the extent of making contributions for a total of one hundred and eighty (180) days for that calendar year(s).

Employees will only be granted one (1) such leave of absence in a lifetime under this section and will be allowed to cancel such leave at any time.

Section 4.

The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before time off is granted under Section 1 or leave is approved under Section 2.

ARTICLE 42 – SENIORITY

Section 1. Seniority Definitions

Company seniority for employees covered by this Agreement is defined as the period of employment since his last date of hire with the Company.

Garage seniority for employees covered by this Agreement shall be defined as the period of employment since his last date of hire by the Employer in any classification covered by the National Master Freight Agreement and any supplement thereto.

Effective April 1, 1985, any employee making a voluntary transfer between garages shall only enjoy garage seniority for the period of employment at the most recent garage at which he is working. In the event of an approved change of operation, the employee will exercise the period of employment at the garage where the employee is working as established by the change of operation.

Section 2. Seniority Rights

Company seniority shall be recognized for the purpose of determining the number of weeks vacation.

Garage seniority shall be recognized within each classification of each department, provided the employee is capable of performing the work available, as mutually determined for the purpose of filling job vacancies and shift and workweek preference as follows:

(a) Layoff

Where there is a reduction in the work force of a department, layoff shall be by garage seniority of those employees within the department, provided the employee is capable of performing work available.

Employees being laid off can exercise all garage seniority to bump the most junior employee in a lower classification within the department.

After an employee has used his garage seniority in his department and is still on layoff, he may bump into another department as outlined below:

1. Group I

Journeyman Mechanic
Trailer – Journeyman
Parts Clerk

2. Group II

Helper - (General repair, trailer or parts, etc.)

3. Group III

Garageman

4. In Group No. I, an employee may bump each other or an employee in Groups No. II and No. III.

5. In Group No. II, an employee may bump each other or any employee in Group No. III.

6. In Group No. III, an employee may only bump another employee in this Group.

7. An employee bumping across department lines may bump into any department where there are employees within the department who are junior provided the bumping employee is qualified to perform the job. An employee going to another department must first seek a junior employee in the lowest active classification in the affected department. If an employee bumps above the lowest classification in any department he must bump the next lowest classification provided it is a lateral or downward bump.

8. It is understood the bumping employee must be qualified to perform the work of the employee being bumped. In the event the Company takes the position that an employee desiring to bump a junior employee in a classification in a particular department is not qualified to perform the work of the junior employee, this does not restrict the bumping employee to exercise his seniority rights to go to another department seeking a junior employee in a classification where the bumping employee is qualified to perform the job. Where the Company takes the position that the employee is not qualified to perform the job of any of the employees junior to him the employee will have the right to submit the dispute on qualifications to the Qualifications Subcommittee.

9. The Qualifications Subcommittee will meet on special notice as directed by the cochairmen of the Grievance Committee. Liability will not be incurred as to qualifications until the issue is resolved.

Employees exercising their seniority to bump as provided above shall assume the job and applicable rate of the employee being bumped.

The above procedure shall apply unless otherwise agreed.

It is agreed the “bumping” employee may exercise his full garage seniority in the classification and department he has bumped in as a result of layoff at the first semiannual bid following such “bump”. This provision shall only become effective if a majority of the employees at a garage vote for such application and the Union notifies the Company in writing.

(b) Recall

When the work force in the department is again increased, employees are to be returned to work for which they are qualified to perform in the reverse order in which they were laid off. Employees who bumped across departmental lines must return to their former department.

(c) Job Vacancy and Promotion

When the Company makes a promotion to a higher classification within a department, qualified men by seniority in the next lower classification of that department will be given the opportunity first.

Any vacancy or new job in any department will be posted for bid garage wide, after the above procedure is followed. The senior employee in the same or lower classification bidding for such vacancy will be awarded the job provided he is qualified and he shall carry all of his garage seniority into the new department for all purposes.

In the event the Company and Local Union involved cannot agree on the qualifications of the man to be promoted, the issue will be determined by a subcommittee of the grievance committee established as follows:

The Qualifications Committee will be composed of four (4) fully qualified automotive mechanics (or trailer mechanics) selected one from each Local Union, and four (4) fully qualified Company representatives. However, no Union representative will be permitted to participate in a dispute involving his Local Union and no Company representative will be permitted to participate in a dispute involving his Company; therefore, the Committee will function with three (3) members for the Unions and three (3) members for the Companies.

The Qualifications Committee will meet not more than every three (3) months at a time to be determined by the Grievance Committee.

In the event the Qualifications Committee cannot agree, the issue of qualifications only as established in the contract will be referred to arbitration for a final and binding decision. The expense of such arbitration shall be shared equally between the Union and the Company involved.

(d) Shift and Workweek Preference

In the assignment of shifts and workweek within a department, preference shall be given by garage seniority, unless it is mutually agreed otherwise. Work shift and starting time will be posted not less than semi-annually (within fifteen (15) days of April 1 and October 1 of each year). The thirty (30) day time frame may be extended by mutual agreement between the Company and the Union. Any vacancy required to be bid occurring after the awarding of bids shall be reposted within fourteen (14) days of the creation of the vacancy. Temporary vacancies caused by illness or leave of absence will be filled in accordance with procedures agreed to by the Union and Company. Such bid shall be posted for a period of seven (7) days and assignment shall be made within seven (7) days after the closing of the bid. The Union will be mailed a copy of all bids when posted.

All employees within their classification shall enjoy garage seniority for all purposes.

Section 3. Departments

Any or all of the following departments may be established as deemed necessary by the Company:

- (a) Unit Rebuilding Department
- (b) Trailer Department
- (c) Body and Painting Department
- (d) General Repair Department
- (e) Parts Department
- (f) Service Lane Department

The Company may establish additional or other departments or abolish departments as deemed necessary, in which case the Union will be advised in writing. The Company agrees that it will not establish more departments than those listed above or now in existence, whichever is greater, without first discussing such matter with the Union.

The Company and the Union may mutually agree to one (1) straight line seniority list for bidding, layoff and recall purposes at any garage subject to approval of the employees affected by the majority vote.

Section 4. Termination of Seniority

Seniority shall be terminated and the Employer-employee relationship shall be severed by the following conditions:

- (a) Discharge
- (b) Voluntary Quit
- (c) Layoff of five (5) years, except the layoff will be extended one (1) year for each year in which an employee actually works fifty-two (52) days in any one (1) layoff year of his five (5) year period. A return to regular status during such period will automatically end the running of such five (5) year period.
- (d) Absence without report prior to the end of the third consecutive scheduled shift, except in extreme emergencies (nonscheduled working days excepted).
- (e) Noncompliance with Article 41, Section 2, Leave of Absence.
- (f) Failure to observe requirements of Article 42, Section 5, Notice of Recall.
- (g) Acceptance of regular employment by another Carrier covered by NMFA.
- (h) Retirement.

Section 5. Notice of Recall

In recalling the laid-off employee the Employer shall notify him by certified mail sent to the address last given the Employer by the employee within one (1) week after receipt, or within two (2) weeks of the date of attempted delivery, at such address of the Employer's letter; unless by mutual agreement the employee must notify the recall office by certified mail or telegram of his intention to return to work. The employee may present himself in lieu of sending a letter or telegram. Such employee must return to work within two (2) weeks of receipt or within three (3) weeks of the date of attempted delivery, at such address of the Employer's letter, unless by mutual agreement. Failure of the employee to comply with this condition shall be considered an automatic termination of his employment. Prior to the return to work of such recalled employee, casual or part-time employees may be used without violation of seniority.

Employees shall not be laid off or recalled while respecting an authorized picket line; however, upon removal of the picket line the weekly guarantee shall not apply during the current workweek.

Section 6. Posting of Seniority

The Employer shall post a seniority list concurrent with the posting of the semi-annual bid, pursuant to the terms of Article 5, Section 4(d).

When new employees are put to work at the end of the probationary period, the Company will add the new employee's name to the posted seniority list and advise the Union thereof in writing immediately. Any objection to either Company and/or Garage seniority on the part of the

employee or the Union must be filed in writing with the Company within thirty (30) calendar days of the date the employee's name is added to the posted seniority list. After such thirty (30) day period the posted Company and Garage seniority date for such employee shall be considered as correct and final.

Section 7.

In the event the Company establishes or abolishes departments, the seniority of the employees affected thereby shall be determined by mutual agreement between the Company and the Unions involved. Any controversy with respect to such matter shall be submitted to the Joint Grievance Committee for settlement.

ARTICLE 43 - GRIEVANCE MACHINERY

Section 1. Joint Bi-State Committee

The Employer(s) and the Unions, parties to this Agreement, shall together create a Bi-State Committee to cover the States of North Carolina and South Carolina.

The Bi-State Committee shall consist of an equal number of members appointed by Employer(s) and Unions, but no less than three (3) from each group, except by mutual agreement of the Employer and Union Co-Chairmen, the number may be reduced to two (2) from each group. Each member may appoint an alternate in his place.

The Joint Bi-State Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. Such Joint Bi-State Committee shall have jurisdiction over disputes, grievances and changes of operations within the States of North and South Carolina involving Local Unions or complaints by Local Unions located in the States of North and South Carolina.

Section 2. Eastern Region Joint Area Committee

The Employer(s) and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location.

Section 3. Contiguous Territory

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, which has a labor agreement signed with the Employer or Company, such dispute or grievance shall be handled under the usual procedure established by such labor agreement.

Section 4. Function of Committees

It shall be the function of the various Committees above referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 44. All committees established under this Article may act through subcommittees duly appointed by such Committee.

Section 5. Attendance

Meetings of all Committees above-referred-to must be attended by each member of such Committee or his alternate.

Section 6. Examination of Records

The Local Union, Joint Bi-State Committee, or the Eastern Region Joint Area Committee, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual(s) whose pay is in dispute or records pertaining to a specific grievance.

Section 7. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be referred promptly to the National Grievance Committee in accordance with such Article 8.

ARTICLE 44 – GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Unions and the Employer(s) agree that there shall be no strikes, lockouts, tieups, or legal proceedings, without first using all possible means of a settlement as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall then apply:

(a) Where the Joint Bi-State Committee by a majority vote, settles a dispute, such decision shall be final and binding on both parties.

(b) It is agreed that all matters pertaining to the interpretation of any provision of this Agreement may be referred at the request of any party at any time, for final decision to the Joint Bi-State Committee.

(c) Where the Joint Bi-State Area Committee is unable to agree or come to a decision on a case, except as provided in subsection (d), it shall, at the request of the Union or the Employer involved, be appealed to the Eastern Region Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision, by majority vote,

settles a dispute such decision shall be final and binding on both parties with no further appeal. Any case deadlocked by the Eastern Region Joint Area Committee will be referred to the Eastern Region Review Committee. If the case deadlocks at the Eastern Region Review Committee, it shall be referred to the National Grievance Committee for resolution. Deadlocks at the National Grievance Committee shall follow the procedures in Article 8 of the National Master Freight Agreement.

Any discharge case deadlocked by the Eastern Region Joint Area Committee may be submitted to an impartial arbitrator by majority vote of the Eastern Region Joint Area Committee for final determination, as provided in subsection (d) below.

(d) Any discharge case deadlocked by the Joint Bi-State

Committee may be submitted to an impartial arbitrator by majority vote of the Joint Bi-State Committee for final determination.

In the event that the parties are unable to agree on an impartial arbitrator, either party may request a list of arbitrators from the Federal Mediation and Conciliation Service, and the parties shall select an arbitrator from the list so obtained. The decision of the arbitrator shall be issued not later than thirty (30) days from the close of the hearing of the case by the arbitrator, unless the parties mutually agree otherwise.

The impartial arbitrator referred to above in this subsection shall be selected on a case to case basis by the Chairman of the Joint Bi-State Committee, by lot, from a panel of arbitrators which shall be selected as follows: The Unions and the Employer(s) shall each submit a list of five (5) names. The ten (10) so named shall comprise the panel. Such panel shall be selected within thirty (30) days from the date of the ratification of this Agreement. Decisions of the arbitrator shall be issued not later than thirty (30) days from the close of the hearing unless the parties mutually agree to the contrary.

The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement. The cost of the arbitrator shall be shared equally by the Employer and the Local Union involved. The decision of an arbitrator pursuant to this Article shall be final and binding on all parties.

(e) Failure of any Committee referred to above to meet without fault of the complaining side, refusal of either party to submit to or appear at the Grievance Procedure at any stage, or failure to comply with any final decision withdraws the benefits of Article 44.

(f) In the event of strikes, work stoppages or other activities which are permitted in case of deadlock, default or failure to comply with majority decisions, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretations by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

(g) The procedures set forth herein may be invoked only by authorized Union representatives or the Employer.

Section 2.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's authorized representative who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppages of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to have any recourse to any other provision of this Agreement. It is further agreed and understood that the Carolina Freight Council shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Committee.

The Employer will, within two (2) weeks of the date of the signing of this Agreement serve upon the Local Union a written notice, which notice will list the Company's authorized representative who will deal with the Union and make commitments for the Company.

Section 3.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given five (5) days' written notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting there from. Action for delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters or the Trustees. Any delinquent Employer must also pay all attorney's fees and costs of collection.

Section 4.

All grievances must be made known to the other party, in writing, within ten (10) days after the reason for such grievance has occurred or within ten (10) days after employee has reported back to home terminal. If unable to settle such grievance within a total of twenty (20) days after reason for such grievance has occurred, such grievance must be reduced to writing and submitted to the Employer and Chairmen of the Bi-State Grievance Committee or the complaint will be automatically voided, except where there is a proven violation of wage provisions in this contract. Wage provisions are interpreted to mean the mileage rate and the hourly rate (including the overtime rate).

It is agreed the time limit is waived for a period not to exceed three (3) years involving the issues below, provided such claim is made within ten (10) days following the employee's return to work:

1. holiday pay while an employee is absent due to illness and/or injury;
2. vacation pay;
3. personal/birthday/anniversary holidays.

It is agreed the Company may place accidents and alleged dishonesty under investigation provided the Company issues the letter within the time limits of Article 44. It is understood the investigation must be completed within thirty (30) days and action taken, if any, within forty-five (45) days unless the parties mutually agree to an extension.

Section 5.

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this contract that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by an official of the International Brotherhood of Teamsters with notice of such approval to be given to the Employer in writing. The granting of such approval by the International Brotherhood of Teamsters shall not impose any liability on said International Brotherhood of Teamsters.

ARTICLE 45 – DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION

Section 1.

The Company has the right to make and enforce reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules must be posted for six (6) days before becoming effective, and the Union is to be furnished a copy of such rules.

The Union reserves the right to challenge any such proposed rules within the six (6) day period. Failing to agree such rules may be submitted to the grievance procedure for decision.

All company employees violating the following Company rules shall be subject to discharge:

1. Theft of Company property.
2. Drinking or being under the influence of alcoholic beverages or narcotics while on duty.
3. Failure to report a vehicular accident which the employee would normally be aware of.
4. Being under the influence of alcoholic beverages or narcotics on Company property after being asked to leave in the presence of a steward if one is on duty.
5. Immoral or indecent behavior.
6. Willful destruction of Company property or equipment.
7. Gambling on Company property.

(Agreed with the understanding that “gambling shall not be interpreted to mean flipping coins for coca cola, coffee, or the like or a simple pool on the World Series Baseball Games.)

8. Engaging in physical violence while on Company property or while on duty, to the employee who initiates such action.
9. Carrying of unauthorized passengers.
10. Willfully falsifying own or other employee’s time or rate card.
11. Failing to fulfill responsibilities by intentionally sleeping on duty.
12. Violation of Article 35, Section 3.
13. The carrying of any firearm(s) on Company property or equipment (except in the employee’s personal vehicle).

Section 2.

The Company shall not discharge nor suspend any employee without just cause, but in respect to discharge, except those set forth above, and suspension except as set out in Rule 21, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. It shall not be cause for discharge or suspension if any employee is not legally qualified to drive on a road call. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

Suspensions other than for offenses enumerated in Section 1 of 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 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 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. 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.

Violation of the following rules shall subject any employee to Company disciplinary action. Repeated violations shall subject an employee to discharge:

1. Proven careless or faulty workmanship.
2. Leaving a department or building during working hours without receiving permission from the Foreman (excepting stewards if Foreman not present).
3. Smoking in prohibited areas.
4. Practical jokes or horseplay.
5. Proven unnecessary waste of material and abuse of tools and equipment.
6. Washing or unauthorized stopping of work before the lunch period, break period or before quitting time.
7. Intimidation or coercion of other employees.
8. Failure to report injuries immediately.
9. Failure to comply with posted or printed tool room regulations.
10. Using Company machinery, materials or time for personal work without permission.

11. Creating unsanitary conditions or violations of health rules.
12. Deliberate loafing on job.
13. Interfering with work of another employee.
14. Storing Company tools and/or major parts in personal tool boxes.
15. Failure to follow instructions in the maintenance of time and work cards properly in the recording of time and work performed.
16. Adjusting or changing Company equipment from Company standards.
17. Disobeying posted or printed safety instructions.
18. Willful insubordination.
19. Reporting for work under the influence of alcoholic beverages or narcotics.
20. Failure to meet financial obligations resulting in garnishment or bad checks:
 - a. First: Letter of warning.
 - b. Second: One week layoff if not satisfied within seventy- two (72) hours.
 - c. Third: Discharge.
21. Attendance:
 - a. Reporting to work after scheduled starting time but within one-half (1/2) hour:
 1. Loss of guarantee for that day and that week.
 2. Reprimand and loss of guarantee for that day and that week.
 3. Reprimand and loss of that day.
 4. Reprimand and loss of that day and one more day.
 5. Reprimand and loss of that day and two more days, and warning.
 6. Fifth such reprimand in any sixty (60) day period Discharge.
 - b. Reporting to work one-half (1/2) hour or more after regular scheduled starting time without prior approval from designated supervisor.
 1. Loss of that day, except in proven emergencies.
 2. Loss of that day and one more day.
 3. Loss of that day and two more days, and warning.
 4. Discharge.
 - c. Absenteeism:
 1. First: Letter of Warning.
 2. Second: Three days layoff.
 3. Third: One week layoff.

4. Fourth: Discharge.

ARTICLE 46 – EXAMINATION AND IDENTIFICATION FEES

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. But, if required to take such examination at some other place, the employee shall be paid the hourly rate for all time spent plus cost of transportation. Employees will not be required to take examinations during their working hours.

The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreements between the doctor selected by the Company and the doctor selected by the Union, the Company and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

Any physician selected pursuant to this Article shall be independent and not related by blood or marriage to the Employer, the Union or the employee.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

No employee shall be required to take any form of lie detector test as a condition of employment.

Where an employee is habitually absent for alleged illness the Employer may require such employee to furnish a doctor's certificate and release from the employee's personal doctor, provided the Employer has notified the employee of such requirement, in writing, with a copy to the Local Union.

Where an employee is absent from work seven (7) consecutive calendar days or more as result of alleged illness the Employer may require such employee to furnish a doctor's certificate and release from the employee's personal doctor prior to returning to work. The Employer may also require such employee to be examined by the Company doctor prior to returning to work, providing scheduling such examination does not result in any lost earnings to the employee when

the employee has given the Employer two (2) working days (excluding Saturday, Sunday and holidays) notice of intent to return to work. The above shall apply to routine absences only and shall not affect the Employer's right to require an examination by the Company doctor where the employee has suffered serious injury or sickness as otherwise provided in this Article. This rule will be applied on a nondiscriminatory basis and subject to grievance.

The Company will record on the employee's attendance card or other records the reason given by the employee to the supervisor why he requested to mark or take off. Requests by supervisor for the employees to volunteer to take off will also be noted on the attendance card.

The following guidelines will apply relative to Article 46 (Habitual Offender Rule).

(a) Absentee control regarding illness including request to furnish proof of illness and discipline will be handled in accordance with the provisions of Article 46.

(b) The Employer must consider the following in making a determination as to whether an employee should be placed under the habitual offender rule:

- (1) Frequency and day(s) of the week the absence occurs.
- (2) Days absent in relation to weekends or days off.
- (3) Hospitalized or not.
- (4) Previous attendance record prior to current absence.

After the determination has been made that an employee is a habitual offender (absenteeism) and given written notice, the employee's record will be monitored in addition to the requirement for doctor's releases to be furnished. If no improvement is recognized and excessive absenteeism continues, Company will have the right to take appropriate disciplinary action subject to grievance.

Time limits as provided under Article 45 must be followed in considering the employee's record, discipline and removing habitual offender's letters.

ARTICLE 47 – MEAL PERIOD

Employees shall, except by mutual agreement take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours.

It is agreed that the Employers will grant two (2) ten (10) minute rest periods for each shift for the employees, except as otherwise mutually agreed.

ARTICLE 48 – PAY PERIOD

Per Article 17 in the ABF National Master Freight Agreement:

Employees shall be paid weekly or bi-weekly in accordance with past practice. The pay day for all employees shall be Friday. Pay stubs or paper checks will be available on payday at the end of the employee’s work shift.

If for reasons beyond the Employer’s control, such as weather delays, express mail failure, etc, an employee’s paycheck does not arrive at the employee’s facility by payday, the employee will be paid on that day by station draft.

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 the employee is enrolled on Direct Deposit and the employee’s pay is not deposited to their bank account on payday due to employer error, the employee’s pay will be deposited to the employee’s account by means of Electronic Funds Transfer or the employee will be paid by station draft that same day.

If an employee hired after the date of ratification is unable to obtain a bank account, he/she 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.

The Employer shall furnish an itemized statement of earnings and deductions with all paychecks.

~~All regular employees covered by this Agreement shall be paid in full each week. (Paid in full each week means employee is to receive all pay claimed in the pay period less any amount in dispute.) Not more than one (1) week’s pay shall be held on an employee. All other employees shall be paid at the end of their working period provided that a responsible person is on duty and in no event later than twenty four (24) hours after work period. The Union and Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.~~

~~In the event the Company elects to establish a longer pay period, it agrees to establish a payroll period commencing at 12:01 A.M. Sunday and terminating at 2400 hours Saturday. The payday for such payroll period will be advanced one (1) day each week until the second Thursday following the close of the payroll period. Checks will be distributed at 12:01 A.M. on Thursday if available. If the checks are not available by 9:00 A.M. on Thursday, the Company will issue a draft to any employee upon request. The employee that gains seniority on or after April 1, 2008 will be required to participate in the direct deposit/debit card program supplied by the employer.~~

~~Those employees that gained seniority prior to April 1, 2008 may voluntarily participate in the direct deposit/debit card program.~~

ARTICLE 49 – PAID-FOR-TIME

Section 1.

All employees covered by this Agreement shall be paid for all time spent in service of the Company except on road trips as provided in Section 2 of this Article. Rates of pay provided for by this Agreement shall be minimums.

Time shall be computed from the time that the employee is ordered for work and registers in and until he is effectively released from duty.

Section 2.

On road calls an employee shall be paid the hourly rate of his classification for all time away from his place of employment less all time spent for meal periods and for resting and/or sleeping. The Company will pay for meals and lodging of employees on a road call upon presentation of satisfactory receipts of such expenditures.

Except where equipment is being exchanged as a result of accident or breakdown or parts are being delivered, all road calls within fifteen (15) miles of the zero point of the garage city involving mechanic's work will be offered to the bargaining unit. This does not apply in instances where the unit is at a point of repair where qualified maintenance employees are employed, unless otherwise mutually agreed to.

Section 3. 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.

The personal day(s) will be paid in accordance with the above guidelines provided the employee notifies the employer no less than two (2) hours prior to the beginning of his/her scheduled work shift.

ARTICLE 50 – VACATIONS

Section 1.

Employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

Section 1(a): Vacation eligibility schedule in affect from the previous Labor Agreement shall be reduced by one (1) week.

Section 1(b): Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

One year - one (1) week.

Two years or more - two (2) weeks.

Eight years or more - three (3) weeks.

Fifteen years or more - four (4) weeks.

Twenty years or more - five (5) weeks.

Effective for vacation to be taken in the year beginning January 1, 2004 – six (6) weeks vacation after thirty (30) or more years of service.

Vacation pay shall be computed by multiplying forty-five (45) hours by the then prevailing straight time hourly rate at time of vacations.

Section 2.

During the first year of employment the employee must have worked sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for the full year. During the second and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. Paid vacation and paid holidays (within the employees workweek while on active status) not worked will be counted as days worked toward sixty percent (60%) qualifications for vacation.

No more than one (1) vacation will be earned in any twelve (12) month period. Time lost due to sickness or injury shall be considered days worked, but shall not apply where an employee has not worked fifty percent (50%) or more of the total working days during any twelve (12) month period.

When an employee is off due to an “on-the-job” injury and is unable to actually work 130 days during his anniversary year, such off day or days shall be counted toward qualifying for vacation with pay. When such day or days are used by an employee in any anniversary year to earn a vacation, no days off in any subsequent anniversary year due to the same “on-the-job” injury shall be used toward the earning of a vacation with pay.

Section 3.

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except:

1. Any employee with more than one (1) year's seniority who fails to work sixty percent (60%) because of:

(a) layoff;

(b) retirement;

(c) death or total disability shall be entitled to pro rata vacation. Laid off employees shall be paid at the end of their anniversary year. Pro rata will be computed on the basis of number of days actually worked in his anniversary year over 156 to determine the percentage of vacation pay to be paid for each week of vacation.

2. Any employee who quits or has been discharged and has earned a vacation under the provisions of Sections 1 and 2 of this Article shall be paid his vacation pay when the separation becomes final.

3. Vacation pay to employees in layoff status and not working.

It is further agreed that an employee may split up to two (2) weeks of vacation in one or more day(s) increments. At least seventy-two (72) hours notice will be required (except by mutual agreement) and the Employer will verify the request forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen per cent (15%) provision in Section 6. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over one (1) day increments except during the seventy-two (72) hours prior to requested vacation day(s) no bumping will be permitted.

Section 4.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employee, consistent with the efficient operation of the Employer's business, with the Employer designating the number of employees to be off in each classification and each shift.

It is agreed the present practice on employees splitting their vacation will be continued.

Section 5.

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

Where an employee fails to receive his vacation pay for an approved vacation under this Section on his regular pay day prior to the start of his vacation he shall immediately notify the Company. Failure to make the employee's pay available as provided herein shall result in payment of eight (8) hours for each day the pay is not available.

Section 6.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time, provided that a minimum of fifteen percent (15%) of the total number of employees by department shall be permitted to go on vacation. There will be no bumping of weekly vacation selection within thirty (30) days of the commencement of the scheduled vacation period.

ARTICLE 51 – HOLIDAYS

Section 1.

The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employees on such holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Employee's Birthday, and employment anniversary date.

Within seventy-two (72) hours of the holiday the Company will designate the night before or the night of the holiday as the holiday for the shifts beginning or ending on the holiday. The Company will pay the normal workday.

Memorandum (Re: Holiday):

The employee may elect to move their personal holiday within the workweek in which the holiday falls, in conjunction with the employee's off days. The above will be subject to the fifteen percent (15%) off on vacation rule. If the employee fails to make the fifteen percent (15%) during the week in which the holiday falls he/she may move their personal holiday to the following week.

Section 2.

Regular employees called to work on any of the above-listed holidays shall be paid a minimum of six (6) hours' pay at two (2) times the regular rate in addition to the eight (8) hours referred to above.

Section 3.

In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's vacation with pay. Such day(s) shall be the employee's first scheduled workday(s) following the vacation period, except as otherwise agreed to with the Local Union.

Section 4.

In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

The regular scheduled workday which immediately precedes or follows the holiday means the day(s) the employee is actually scheduled to work.

Section 5.

Employees who are serving their sixty (60) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 6.

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) accumulative months of absence due to occupational injury.

Section 7.

A regular laid-off employee shall be eligible for his holiday pay if he works one (1) day in the calendar week preceding the week in which the holiday falls, or one (1) day in the holiday week, or one (1) day in the calendar week following the week in which the holiday falls, provided the employee also works either the day before or the day after the holiday if requested to do so by the Employer.

The day before or the day after the holiday means the physical day before or after each holiday, provided it is a normal workday at that garage.

Section 8.

If a holiday falls on an employee's off day, the Employer will pay such employee an extra day's pay in lieu of the holiday. Employees shall not be compelled to take another day in lieu of the holiday. Should any of the above-named holidays fall on Sunday, the following Monday shall be observed as a legal holiday, except where Monday is also a holiday and in that event the holiday falling on Sunday will be observed on Sunday. When Christmas Eve and Christmas Day holidays fall on Saturday and Sunday, the holidays will be observed on those days. Birthday holidays falling on Sunday will be observed on Sunday unless otherwise mutually agreed to.

Section 9.

When the Employer uses regular employees on a holiday, the employees who are scheduled to work on the shift to be worked shall be offered the work in seniority order, except where otherwise mutually agreed to. This shall also apply to the employees' birthday holiday.

ARTICLE 52 – HEALTH AND WELFARE

******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

“Effective August 1, 2007 2012, the contributions of ~~two hundred thirty seven dollars and seventy cents (\$237.70)~~ two hundred ninety-seven dollars and seventy cents (\$297.70) 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 2013 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.”

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 full weekly contributions for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions 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 full weekly contributions into the Health & Welfare Fund during the period of absence.

The Employer shall pay the full weekly Health & Welfare contribution for any active employee on the seniority list who is available for the work the entire contribution week.

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 minimum rate or more, and regardless of the manner of computation of owner driver compensation.

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.

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.

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

******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

“Effective August 1, ~~2007~~ **2012**, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of ~~fifty one dollars and sixty cents (\$51.60)~~ **sixty-eight dollars and forty cents (\$68.40)** per day or tour of duty either worked or compensated, to a

maximum of ~~two hundred fifty eight dollars (\$258.00)~~ **three-hundred forty-two dollars (\$342.00)** 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 **2013** 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 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 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, repairing and maintaining all parts of trailer equipment as may be required in the department to which they are assigned with only the 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 3. Body and Paint Men

Journeyman Mechanic: 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 the 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 4. Helpers

A Helper is an employee who works under the direction of a mechanic in the department in the performance of his duties. He must possess qualifications such as mechanical aptitude, dexterity and initiative to advance to the top classification in his department. He must be qualified to handle automotive equipment as may be necessary. No helper will be regularly assigned to a shift without a mechanic. The number of helpers shall not exceed one out of four (helpers vs. mechanics), exclusive of apprentices and service lane employees in each department.

The Employer will be entitled to retain a minimum of twenty percent (20%) of the employees as helpers, but at least one in each department even though this may require an employee who has qualified for upgrade to wait for a vacancy in the mechanics classification.

Section 5. Garagemen

Shall be engaged in greasing and oiling of trucks, tractors, trailers, and special equipment, checking of batteries, checking tires, pumping fuels, changing oils, filling radiators, servicing lights, tire changing and repair, vehicle washing, steam cleaning and miscellaneous duties. A garageman shall not be required to perform the duties of a mechanic or helper, as described in this Agreement. Drives equipment, hooks up, and unhooks, as necessary, in connection with maintenance of equipment. Garagemen will not be required to back trailers into the terminal dock except in case of emergency.

Section 6. Parts Room

(a) Parts Clerk: Is an employee qualified and capable of maintaining stock quotas, issuing stock, charging out stock, picking up stock, billing, filling orders, shipping, receiving and filing within the scope of the department with only customary general supervision.

(b) Parts Clerk Helper: Is under supervision and is able to operate company pickup and mobile lift equipment. He will be given an opportunity to learn different phases of the parts department. No Parts Clerk Helper will be regularly assigned to a normal work shift without a Parts Clerk.

Section 7. Rates of Pay

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Journeyman Mechanics

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.79
7/1/14	\$23.25
7/1/15	\$23.71
7/1/16	\$24.18
7/1/17	\$24.78

Trailer Journeyman

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.70
7/1/14	\$23.15
7/1/15	\$23.61
7/1/16	\$24.08
7/1/17	\$24.68

Helper

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.52
7/1/14	\$22.97
7/1/15	\$23.43
7/1/16	\$23.90
7/1/17	\$24.50

Garagemen

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.43
7/1/14	\$22.88
7/1/15	\$23.34
7/1/16	\$23.81
7/1/17	\$24.41

Parts Clerks

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.61
7/1/14	\$23.06
7/1/15	\$23.52
7/1/16	\$23.99
7/1/17	\$24.59

Parts Helpers

<u>Effective</u>	<u>Per Hour</u>
7/1/13	\$22.28
7/1/14	\$22.73
7/1/15	\$23.18
7/1/16	\$23.64
7/1/17	\$24.23

Casual Employees – Will receive 85% of GWI

New Entry Rates

- (a) Effective first (1st) day of employment ninety percent (90%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year one-hundred percent (100%) of the current rate.

Effective April 1, ~~2008~~ **2013** all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost of living adjustments, under this Agreement.

Section 8. New Departments

If new departments and classifications, other than those set out in Article 42, Section 3, or those in existence, whichever is greater, for which rates of pay are not established by this Agreement, are put into effect after April 1, 1988, within operations covered by this Agreement, rates governing such departments shall be subject to negotiations between parties.

Rates agreed upon or awarded shall be effective as of the date the department and/or classification is established.

Section 9. Allowance

As an allowance for tools, uniforms, and other wearing apparel and equipment for all regular employees on the active seniority list on the following effective dates, the employer shall pay to such employees the following:

~~Payment shall be based on the 2008 through 2013 Memo of Understanding and shall remain a part of this agreement.~~

Effective 4/1/08	\$350.00
Effective 4/1/09	350.00
Effective 4/1/10	375.00
Effective 4/1/11	375.00
Effective 4/1/12	400.00

And annual payment shall be \$400.00 for the life of this agreement.

In addition, an employee who returns to the active seniority list from layoff, workers compensation or extended leave during the contract year following such effective dates shall be paid the sum payable to active employees at the beginning of that contract year.

Such payments shall be made by separate check on or before April 15 of each year. In the case of an employee returning to the active seniority list, such payment shall be made within fifteen (15) days after such return.

The Employer will be responsible for employee’s tools destroyed as a result of fire in the Shop facilities, provided said tools were previously inventoried with the Employer.

ARTICLE 55 – WORK DAY AND WORKWEEK

Section 1.

For purposes of this Agreement the term “work day” shall refer to a work shift and shall not refer to a calendar day. It is further agreed that a work day commencing on one calendar day and ending on another calendar day shall, for purposes of this Agreement, be considered as one (1) work day. Unless otherwise mutually agreed, employees marking off for sickness must call at least two (2) hours prior to their starting time.

Section 2.

The guaranteed workweek shall consist of five (5) consecutive work days of eight (8) hours each. At least sixty-seven percent (67%) of the employees by department must be scheduled to be off Saturday and/or Sunday.

In reference to the provision that requires a minimum of sixty-seven percent (67%) of the employees by department to be scheduled off Saturday and/or Sunday, it is agreed the minimum must be maintained during the bid year in the event the workforce is increased. The parties agree to cooperate to correct the absenteeism problem on the weekends (with at least twenty percent (20%) being off both Saturday and Sunday).

Section 3.

Any employee being laid off due to slack business shall be laid off at 2400 hours on Saturday. Unless otherwise mutually agreed to, regular employees on layoff status shall be returned to the regular payroll when eight (8) man hours per day are actually worked in any five (5) days Sunday through Saturday. Hours worked replacing absences caused by split vacations of less than one (1) week, vacations granted in excess of fifteen percent (15%) or absences will not count toward returning employees to regular status, except when the absence of a regular employee continues beyond three (3) consecutive months. The Employer shall maintain a current record of absences defined above showing the employee's name, time and date not worked and make available for inspection to the Union Steward and Business Agent. If any laid off employee works the required time as set out above, the senior employee in layoff status shall be returned to regular status. If more than one (1) employee qualifies, the principle of seniority shall be observed on the return to regular status. Laid off employees shall be offered any extra work in accordance with their garage seniority, provided he is qualified to perform the required duties, and if put to work will be guaranteed eight (8) hours. Such extra work will be offered starting at 12:01 A.M. on Sunday provided the employee has been off at least eight (8) hours and such extra work will continue to be offered on an eight (8) hours on, eight (8) hours off basis, except as mutually agreed between the Company and the Union until such employee has accepted five (5) shifts in the calendar week Sunday through Saturday.

Except as set out below, laid off employees may decline any starting time and remain eligible for any later starting time. Unless a laid off employee elects at the time of layoff in writing to not accept any extra work, he can be required to report for work provided the Company gives the laid off employee a starting time at the time of layoff or at the end of a shift before the employee physically leaves work. Such starting times will be chosen in seniority order. Failure to report for the shift assigned will be an unexcused absence the same as a regular. Employees electing to accept extra work or not at the time of layoff may change their status provided written notice is given and such change will become effective the next Saturday night at 2400 hours. Where work develops on an earlier day than the assigned starting time, the Employer will offer such work to the laid off employees in seniority order and the employee may accept the earlier work or refuse and hold to his original starting time. If the employee elects in writing to not accept extra work he is not eligible to be offered work and the Company has no obligation to the employee and he shall have no claim for workarounds.

Where the employees are not given a starting time, the Employer will offer extra work to laid off employees in seniority order and employees have no obligation to accept such employment and in such event, junior employees may be used.

Section 4.

Any employee who may be recalled to work after having completed his regular shift and left the Company premises shall receive a minimum of four (4) hours' pay at the applicable rate.

Section 5.

Any employee who performs work on his sixth (6th) and/or seventh (7th) consecutive day of work shall be guaranteed a minimum of four (4) hours' work at the applicable rate.

Section 6.

None of the above guarantees shall apply in cases of labor disputes or other conditions beyond the control of the Company.

Section 7.

The Company may utilize the employees interchangeably in the various classifications within their respective department.

The Company will not utilize the employees between departments except in an emergency and then only for a period of time to relieve the emergency. If employees are on layoff in a department, employees from another department will not be used in excess of eight (8) accumulative hours on any shift. Regular employees employed in a particular classification shall not suffer a reduction in his hourly rate of pay while working temporarily in a lower classification.

Any abuse of the provision on interchanging employees between departments as a result of emergencies shall be subject to grievance. The Company will be required to keep a current record of any moves between departments and the reason therefore, and such record will be made available to the Union if a dispute arises.

Section 8.

All time worked in excess of eight (8) hours per work day or forty (40) hours per workweek shall be considered as overtime and paid at the rate of time and one-half (1 1/2) the straight time hourly rate. There shall be no pyramiding of daily or weekly overtime and/or premium pay. Hours worked on a holiday which falls on a regularly scheduled work day shall not be taken into consideration in computing weekly overtime.

Section 9.

All time worked on the sixth (6th) consecutive day or on an employee's off day shall be paid for at the rate of time and one-half (1-1/2). All time worked on the seventh (7th) consecutive day shall be paid at the rate of double (2) time.

If an employee works on one of his two (2) off days he shall be paid at the rate of time and one-half (1 1/2). If he works both of his off days, he shall be paid at the rate of double (2) time for the second off day worked.

Section 10.

No employee shall be required to work more than two (2) hours overtime in a work day, unless the employee is on road call.

Employees on duty at the garage will be notified of any required overtime at least two (2) hours before the end of their shift.

Section 11.

If mutual agreement is reached with a Local Union, the Company may institute a four (4) day workweek. If the workday and/or workweek is changed, the overtime provisions shall be adjusted accordingly.

Section 12.

Starting times shall be limited to three (3) within each department, except as otherwise mutually agreed to, subject to the grievance procedure. There shall be no split shifts.

Upon proper written notice from the Local Union shift seniority will prevail on assignment of overtime on off days instead of departmental.

The Company may use casual employees as required and when put to work, each casual will be guaranteed four (4) hours pay.

If extra employees are called in and put to work, they will be guaranteed four (4) hours. On the use of part-time employees the Company agrees to give first opportunity to qualified laid off employees from other carriers covered by the National Master Freight Agreement and Carolina Automotive Maintenance Supplemental Agreement, provided the Local Union furnishes to the carrier a list of their names, addresses, phone numbers and the jobs they are qualified to perform. Such list shall be the sole responsibility of the Local Union including the maintenance of same and shall include the names of all laid off employees not working. The employee must be able to meet the current hiring standard of that company. The employee must live within one (1) hour's drive of the garage, and submit to a physical if required.

ARTICLE 56 – UNION JURISDICTIONAL RULES

Section 1.

The Company agrees to respect the rules of the Union and shall not direct or require its employees or persons other than employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit except in case of emergency.

Section 2.

The Company agrees not to farm out work for the purpose of reducing the work force. However, the following exceptions shall apply:

1. This Section shall not prohibit a Company from farming out work that is presently being farmed out or work the respective Shop is not equipped to perform, subject to Section 3 of this Article.
2. This Section shall not prohibit the Company from taking advantage of warranties or guarantees on purchase of new equipment for specified periods of time where such warranties or guarantees are provided by the manufacturer at no extra cost to the Company. The Union will be permitted to examine copies of any warranty.
3. This Section shall not prohibit the Company from having work performed at points enroute as needed.

Section 3.

Except as otherwise provided in this Agreement, the Employer will not subcontract work the Shop is equipped to perform unless all qualified laid-off employees and all qualified employees on the preferential list work, or are offered work opportunity, on the day such work is subcontracted.

Any subterfuge by the Company to not comply with the new provisions of this Article will be subject to grievance. The Company will not deliberately increase subcontracting as a subterfuge to avoid adding new employees.

ARTICLE 57 – SANITARY CONDITIONS

The Employer agrees to maintain a clean and heated eating area. The Employer shall maintain clean air conditioned and heated toilet facilities, including hot and cold running water.

Employees shall cooperate with the Employer in keeping the aforesaid areas and facilities clean air conditioned.

A proper exhaust system will be provided to exhaust fumes.

The Company will provide lockers for all employees.

ARTICLE 58 – TOOLS

Section 1.

The Company shall furnish all cutting tools, such as files, hacksaw blades, electric drills, drills, reamers, creepers, drop cords and all special tools.

Section 2.

All employees shall be required to furnish their own hand tools if they are employed to perform work that requires use of same.

Garagemen shall not be required to furnish their own hand tools. If the Company furnishes any tools to a garageman he shall be completely responsible for such tools and if such tools are lost they must be replaced by the garageman.

ARTICLE 59 – APPRENTICESHIP PROGRAM

If in the future an Employer and a Local Union mutually agree to institute an apprenticeship program, the parties will negotiate an apprenticeship program which recognizes the National Apprenticeship Guide for the Trucking Industry. Once an apprenticeship program is instituted by the Employer, Article 42, Section 2(c) shall have no application.

ARTICLE 60 – 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 61 – SAFETY AND HEALTH

The Company and the Union agree to establish a Safety and Health Committee in each Shop with equal representation of rank and file employees and supervisory personnel. The Committee shall meet once each month at a scheduled time for the purpose of jointly considering and investigating health and safety conditions and practices that have been filed in writing with the Committee. The Committee shall make constructive recommendations to implement corrective measures to eliminate unhealthy and unsafe conditions and practices. Minutes of all meetings shall be made and copies sent to the Union and Employer. All time spent by such Committee will be during working hours and they shall be compensated at their regular rate of pay. Disagreements shall be subject to the Grievance Committee.

All protective clothing and safety equipment required by law to be worn by the employee shall be furnished by the Employer.

Employees exposed to inclement weather shall be furnished protective clothing, including boots, by the Company.

ARTICLE 62 – PART-TIME EMPLOYEES

Section 1. Part-Time Employees

The use of part-time employees shall be subject to the following:

(1) Each part-time employee shall be guaranteed four (4) hours pay when called to work. Part-time employees will not be permitted to work more than one (1) shift per calendar day nor more than five (5) shifts per calendar week, Sunday through Saturday, unless otherwise mutually agreed.

(2) The Employer shall maintain a current record of part-time employees showing the extra employee's name, time and date worked, with a copy being sent to the Local Union each month, unless otherwise mutually agreed.

(3) If requested by the Local Union Business Agent, the Employer will add a regular employee for each eight (8) man hours per day worked during any thirty (30) days of the previous sixty (60) calendar day period. However, at garages which only operate five (5) days a week, the Employer will add a regular employee for each eight (8) man hours per day worked during any thirty (30) days of any previous ninety (90) calendar day period. Such request may only be made during the calendar months of January, April, July and October, for the preceding two (2) or three (3) calendar month periods.

(4) Part-time employees working while replacing regular employees absent for any reason shall not have those hours included in computing days worked. The Employer will furnish to the Local Union a list of absentees each month with the part-time report as provided in paragraph (2).

Section 2. Preferential List

In addition to any current preferential lists, the Employer will establish and maintain a preferential list of part-time employees effective April 1, 1998. Any part-time employee who works thirty (30) days in any subsequent ninety (90) day calendar period shall be added at the bottom of the preferential list as of the thirtieth (30th) day upon request of the Local Union. (Thirty (30) days in a seventy-five (75) day calendar period at Breakbulk operations.)

The Local Union is to be furnished the list and a copy posted on the bulletin board. Part-time employees will be offered extra work in the order of their position on the list subject to Section 6 of this Article.

When new employees are to be added to the regular list, the parttime employees will be offered regular employment in the order of their position on the preferential list subject to Article 42, Section 2 of this Agreement.

The Employer shall not circumvent the use of casuals to avoid adding employees to the preferential list under these provisions.

Section 3. Regular Employment

Any part-time employee who declines regular employment shall be removed from the preferential list without recourse, but may be used by the Employer for work behind preferential casuals.

Section 4. Seniority

Part-time employees shall not accrue seniority. The part-time employee's seniority date shall be the date he becomes a regular employee.

Section 5. Overtime

The part-time employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable premium rate.

Section 6. Extra Work

The Employer shall offer extra work in the following order:

- (1) His regular laid-off maintenance employees.
- (2) His part-time employees on the preferential list.
- (3) Laid off employees from other Trucking Management, Inc. member carriers. This subsection shall apply only to carriers who are signatory to the Carolina Freight Supplemental Agreement and who are part of that single multi-employer unit covered thereby by virtue of having participated in or authorized a representative to participate in negotiations for the Carolina Freight Supplemental Agreement and to employees laid off by carriers who are part of said single, multi-employer unit.

Subject to the provision above, the Company agrees to give first opportunity to qualified laid off employees from other Trucking Management, Inc. member carriers covered by the above-described single, multi-employer unit provided the Local Union furnishes to the Carrier a list of their names, addresses, phone numbers and the jobs they are qualified to perform. Such list shall be the sole responsibility of the Local Union including the maintenance of same and shall include the names of all laid off employees not working. The employee must be able to meet the current hiring standard of that company. The employee must live within one (1) hour's drive of the terminal and be able to furnish proof of a current physical examination. Any additional physicals required will be paid for by the company.

Section 7. Benefits

Part-time employees (casuals) shall receive none of the conditions, benefits, (including vacation, holidays, sick leave, funeral leave, etc.) or guarantees provided in the Automotive Maintenance Agreement except those set out in this Article.

Preferential part-time employees may grieve any violation of this Article or any discipline. Failure to be available for work call on three (3) occasions within nine (9) months, unless otherwise agreed to, will be grounds for removal from the preferential list, provided the calls are verified.

Section 8. Check Off Provisions

The Employer will check off dues, initiation fees, assessments for any part-time employees who sign a voluntary assignment and remit same to the Local Union. The Employer agrees to recommend to all part-time employees that they become members of the Local Union and maintain such membership during the life of this Agreement since they are receiving the benefits of this Agreement. Nothing contained in this Section shall be construed so as to require the

Section 9. Pension Fund

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

“Effective August 1, 2007 2012, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of ~~fifty-one dollars and sixty cents (\$51.60)~~ **sixty-eight dollars and forty cents (\$68.40)** per day or tour of duty either worked or compensated, to a maximum of ~~two hundred fifty-eight dollars (\$258.00)~~ **three-hundred forty-two dollars (\$342.00)** 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 2013 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 - TERM OF SUPPLEMENTAL AGREEMENT

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.

MEMORANDA OF UNDERSTANDING

ARTICLE 4 – STEWARDS

Employees may first discuss their complaints with their supervisor. If they are unable to resolve the dispute the employee may take the complaint to the steward. Complaints must be reduced to writing within ten (10) days and submitted to the Company as provided in Article 43, Section 4.

The steward may take the complaint to the supervisor involved and attempt to resolve the problem.

If a settlement is not reached the steward will reduce the complaint to writing and take the complaint to the management designated representative and attempt to resolve the complaint. If a settlement is not reached the steward will refer the problem to a Business Agent.

Not more than one steward will meet on a complaint.

ARTICLE 6 - MAINTENANCE OF STANDARDS

The Local Union shall reduce to writing within ninety (90) days of the effective date of this Agreement better conditions, if any, protected by this Article or they shall be automatically voided. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance committee.

If leadmen are used in the garage of a Company, their use must be agreed upon between the Company and the Local Union.

ARTICLE 11 – BONDS

Agreed with understanding that Employer has no obligation to work employee during any period employee is not covered by bond.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, ~~2008~~ **2013** to be effective as of April 1, ~~2008~~ **2013** except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEE

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT INDUSTRY

NEGOTIATING COMMITTEE

James P. Hoffa, Chairman
~~Phil Young~~ **Gordon Sweeton**, Co-Chairman

CAROLINA FREIGHT COUNCIL

Union Negotiating Committee

Tony Scott, Chairman

For the Employers:

~~TRUCKING MANAGEMENT, INC.~~

~~, Co-Chairman~~

~~_____ Phil Stanoch _____ Dan Thomas~~
~~_____ Len Waldo~~

TRUCKING MANAGEMENT, INC.
CAROLINA AREA

Chairman

IN WITNESS HEREOF the undersigned do duly execute The **ABF** National Master Agreement and Supplemental Agreement (and Riders, if any) set forth herein.

FOR THE UNION

LOCAL UNION No. _____, affiliate of International Brotherhood of Teamsters.

By _____

(Signed) _____

Its _____

(Title) _____

FOR THE COMPANY

(Company) _____

By _____

(Signed) _____

Its _____

(Title) _____

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____