

2019-2024 YRCW NMFA and Carolina Supplements

**YRCW
NATIONAL MASTER
FREIGHT AGREEMENT
AND
CAROLINA SUPPLEMENTAL
AGREEMENTS**



**For the Period of April 1, 2019
through March 31, 2024**



**YRCW
CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2019
through March 31, 2024**

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**CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD
APRIL 1, 2019 TO MARCH 31, 2024**

PREAMBLE

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

The _____ (Company) hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2019, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators, switchers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within an area

located within the jurisdiction of the Local Union, not to exceed a radius of 25 miles of the zero point in the terminal city.

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

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

Section 2. Combination City Road Work

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

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

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

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

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

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

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

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

Any Company that requests city employees to make road trips with any regularity will meet with the Local Union for the purpose of reaching an agreement on how to offer work opportunity to these employees.

Section 3. Supervisory Personnel

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

Section 4. Subcontracting

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

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

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

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

Failure to add employees to the seniority list.

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

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

For the purpose of:

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

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

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

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

(B) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions

of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

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

ARTICLE 41. ABSENCE

Section 1. Time Off for Union Activities

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

tively 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. Loss of Operating Privilege or License

When a driver's operating privilege or license 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 su-

pervisor within twenty-four (24) hours of such suspension or revocation.

When a driver's operating privilege or license 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 driver whose operating privilege or license has been suspended or revoked shall notify his immediate supervisor within twenty-four (24) hours of such suspension or revocation.

Drivers granted a leave of absence, will be allowed to work on the dock behind the preferential list employees, but ahead of casual employees. They must live within an area so that they 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 or 3.

Section 5.

When the Operating Privilege or License of a city driver has been revoked for a period of thirty (30) days or more for medical reasons,

the affected employee who is medically and otherwise qualified may request in writing, and will be granted, work opportunity at that terminal in another classification as provided in Article 61, Section 6 of this Agreement.

The employer will post and maintain a ninety (90) day notice alerting employees when their DOT credentials expire in order to help them maintain their operating privilege.

ARTICLE 42. SENIORITY

Section 1.

Company seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer since the employee's last date of hire. Company seniority shall only be recognized in determining the number of weeks vacation.

A probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis during which period he may be terminated without recourse.

Section 2.

Terminal seniority for an employee 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. There shall be no bidding between classifications, except where there is a need for an additional regular employee in another classification. Where there is a need for an additional regular employee in any classification covered by this Agreement, any employee in another classification who is qualified to perform the work, shall have the right to bid for such work. The senior employee bidding shall be awarded the work and he shall retain his terminal seniority for all purposes in the new classification.

Effective April 1, 1985, any employee making a voluntary transfer between terminals shall only enjoy terminal seniority for the period of employment at the most recent terminal at which he is working.

In the event of an approved change of operation, the employee will exercise the period of employment at the terminal where the employee is working as established by the change of operation. The company must consider voluntary transfer in this supplement between terminals in North and South Carolina made in writing before hiring to fill a vacancy or opening in terminal(s). Failure of any party as described in the Eastern Region review decision of June 2017 will subject the issue to the grievance machinery.

If a vacancy occurs in the Over-the-Road operation it shall be posted for a period of seven (7) days and the employee with the most terminal seniority in the City classification will be awarded the vacancy, provided they are qualified. In order to expedite the filling of vacancies/bids in a cross-over bid from road to city and city to road, a single all inclusive bid may be posted provided the seniority of all employees is recognized in filling such vacancy/bid(s) in both the city and road.

When filling such openings, the employee shall work under the provisions of the Over-the-Road Agreement and shall maintain his company seniority for all fringe benefits. He shall go to the bottom of the seniority list under the Carolina Over-the-Road Supplemental Agreement for a period of one (1) year and one (1) day for all purposes, but shall retain terminal seniority during such period for layoff and change of operations purposes only. After one (1) year and one (1) day such employee will be allowed to exercise his terminal seniority for all purposes on the next bid. In addition to the above provisions, any employee cross-bidding will not be permitted to return to his previous classification within the first ninety (90) days after making such move.

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

The Company will implement straight line seniority at any terminal upon request by the Local Union if a majority of the employees covered by this Supplement vote to approve. Seniority will govern on the assignment of driving duties if qualified and the Company may bid primary duties.

Section 3.

All regular runs and positions are subject to seniority and shall be posted for bid. Posting shall be at a conspicuous place so that all eligible employees shall receive notice of the vacancy, run or position open for bid and such posting of bids shall be made 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. The bulletining of the vacancy or change of any job shall include the number of days, the classification, the days to be worked and starting time, and shall be posted for a period of seven (7) days and assignment shall be made within seven (7) days after the closing of the bids. In the event of a layoff or a recall and the work force has to be adjusted as provided in Section 6 and Article 59, Section 8, then such bid period and assignment may be shortened.

The Employer shall bid at least fifty percent (50%) of runs to designated delivery areas within the 25-mile radius. Such bids shall be to areas, which are run with regularity. The Employer and the Local Union will mutually agree to the operational details of such bids. The dispatch of these bid drivers on such runs shall be subject to freight availability at the time of initial dispatch and/or the necessity to maintain efficient operations. Drivers working such bids may be used in other areas or runs, and other drivers may be used in the designated areas as necessary to maintain efficient operations.

The bid for drivers at all terminals, and other employees at terminals with thirty (30) or less employees, shall not exceed two (2) starting times within the workweek. The starting time for switchers and warehouse employees shall be the same on all days in the workweek. Except the Employer may post multiple start times at the end of line terminal. These start times will not exceed two (2) start times within the workweek and the split time may not exceed two (2) hours between the bid times, unless otherwise mutually agreed and the majority of the employees covered by this supplement vote to

approve. These provisions shall not apply to unassigned employees or where otherwise agreed to. The Employer shall furnish a copy of the bid posting to the Union. In the event of a dispute on time or manner for bidding, the matter shall be submitted to the grievance procedure. Seniority shall not govern assignment of equipment.

Unless otherwise mutually agreed to at breakbulk terminals, bids pursuant to this Section for the switcher classification will include a line haul and/or a dock switcher position where applicable. Employees awarded such bids will be subject to complete interchangeability for available work. There will be no bumping within the switcher classification. Where there is no bid switcher classification (or bidding of primary duties) employees assigned switching duties will be permitted to select line haul switching, dock switching or other switching duties by seniority on a daily basis. Such selection shall only take place prior to the beginning of the shift. This assignment is subject to complete interchangeability for available work. There is no bumping within the switcher assignment. Unassigned employees may be assigned where needed. At YRC Freight employees assigned to interchangeability must work thirty (30) minutes in their bid classification before being moved.

Prior to the arrival of a road driver, when necessary equipment and city personnel are available and on duty, the company will make a reasonable effort to pre-hook multiple trailers. This provision is not to be construed to require overtime pay or calling in additional employees.

Regular warehousemen or switchers on the qualified driver list will be assigned driving and/or switching duties ahead of casuals if both are reporting at the same time. The Company will not schedule casuals starting times in a manner to subterfuge this provision.

Section 4.

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 6, Terms of Recall.

(g) Acceptance of regular employment by another Carrier covered by the NMFA.

(h) Retirement.

Section 5.

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).

Section 6.

In reducing the workforce, the employee lowest on the seniority list in the affected terminal classification shall be laid off first and the employer may adjust the workforce, recognizing seniority, as provided in Section 3. All layoffs, recalls and reassignments shall be subject to seniority and qualification. Layoffs shall be by written notice sent to each employee by certified mail or hand delivered and signed for by each employee, provided no employee may refuse to sign for such notice. The union shall be furnished a copy of the layoff notice.

When the workforce is again increased, the employees are to return to work in reverse order in which they are laid off. Employees who accept reassignment must return to their former classification when the workforce is again increased.

Employees being laid off may accept reassignment and will replace the most junior employee in any other classification over which they have seniority and such employee accepting reassignment shall be entitled to exercise his terminal seniority on any bid posted thereafter in his reassigned classification. Employees being reassigned may elect layoff rather than be reassigned until such time as the workforce is increased. The Company and the Union may agree to a different application of reassigning laid off employees.

Employees who agree to be reassigned will be permitted to compete in line with their seniority on any work that becomes available on their shift on a day to day basis in their previous classification.

Laid-off employees shall be offered any extra work in accordance with their terminal seniority provided he is qualified to perform the required duties. 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 work. 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.

Employee 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 work week.

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 time 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 eligible employee 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 work around. When a laid off employee misses three (3) consecutive work calls (on three separate shifts) the Employer will not be obligated to call that employee for any additional work opportunity until that employee notifies the Employer in writing that he will again be available for extra work opportunity commencing at the beginning of the following workweek (12:01 AM Sunday). It is further understood that the Employer must notify the employee in writing, with a copy to the Local Union that he has missed three (3) work calls, and is being removed from the call list.

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.

The Union and the Company may agree to a different workweek.

Memorandum (Re: Unassigned)

Any unassigned or laid off employee that is worked around, will be due pay for that amount of time in addition to his regular forty (40) hours pay, unless the workaround equals eight (8) hours in any one (1) day and is known either by management or the employee in time to correct same prior to the end of that pay period. If known, the eight (8) hours workaround in any one (1) day would count as a day worked toward his weekly forty (40) hours. If the Employer works an employee in excess of forty (40) hours relative to the above, without knowledge of the workaround, the employee will be paid at the regular rate for all hours in excess of forty (40).

ARTICLE 43. GRIEVANCE MACHINERY

Section 1. Joint Bi-State Committee

The Employers 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 Employers 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 Employers and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of dele-

gates 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 or individuals 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 Employers 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 sub-section (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 Employers 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 employee shall not be entitled to or have 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 therefrom.

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 attorneys' 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 driver 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

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of, or being under the influence of alcoholic beverages while on duty, use of narcotics (as prescribed by the Pure Food and Drug Act), barbiturates, or amphetamines while on duty, violation of Article 35, Section 3, willful damage to company property or equipment, or engaging in physical violence while on company property or on duty, to the employee who initiates such action, recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers or

failure to report a serious accident or one which the employee would normally be aware of, the carrying of any firearm(s) on Company property or equipment (except in the employee's personal vehicle). Discharge or suspension must be by proper written notice to the employee and the Union affected. Warning notices shall have no force or effect after nine (9) months from the date thereof. No employee shall be disciplined for "excessive personal time" while working on the dock based solely on data received from informational technology.

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

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

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

The Employer is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules they shall be submitted to the grievance procedure as established by this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted with approval of the Bi-State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

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 sickness 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 reexamined 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 (1) 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. An employee required to work during the two hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth or after the sixth hour.

When the Employer posts his job for bid he shall include the time off that will be required for the lunch period. Meal period shall not be

compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

The Employer agrees to give all local employees two (2) ten (10) minute rest periods each shift, except where otherwise mutually agreed to.

ARTICLE 48. PAY PERIOD

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 (2nd) 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 Employer. Rates of pay provided for by this

Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for. Any employee who has payroll shortage of seventy-five dollars (\$75.00) gross or more will be corrected within three (3) business days (excluding Saturdays, Sundays, and Holidays) following the employee notifying the Company in writing. The Company through direct deposit or by draft will correct the payroll errors and pay the affected employee within three (3) business days (excluding Saturdays, Sundays, and Holidays). Failure to correct as described above will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays, and Holidays) until corrected.

Section 2. 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.

Should a federal or state-of-emergency be declared, the employees that are not able to report to work will not be charged as unexcused. Employees desiring pay sick/personal time during state-of-emergency should request the same.

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:

One year employment — 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, 2019 – six (6) weeks vacation after thirty (30) or more years of service.

Vacation pay shall be forty-five (45) hours at the then prevailing straight time hourly rate at time of vacation for each week of vacation.

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 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.

Section 4.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer’s business.

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 at least forty-eight (48) hours prior to the requested vacation day(s). The number off will be sub-

ject 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 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 classification 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.

At the time vacation is taken, vacation pay for employees who have cross-bid from the Over-the-Road operation to the City Cartage operation under the provisions of Article 42, Section 2(d) of the Over-the-Road Supplemental Agreement shall be calculated and paid under the provisions of this Article.

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, Memo-

rial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Employee's Birthday, and employment anniversary date.

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 thirty (30) days 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) months of accumulative 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 terminal.

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.

Memorandum (Re: Personal Holiday):

It is agreed that the employee must give a seven (7) day notice to the Employer if he intends to claim double time for working on his birthday or employment anniversary holidays. Written notices will state that they are in accordance with Article 51, Section 9, or "this notice is given that I intend to claim double time for working my birthday/ anniversary holiday". In the event an employee fails to advise the

Employer of his intent to claim double time and reports to work, he will be required to take the same day off in the next workweek.

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.

ARTICLE 52. 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.

Step father, mother, brother, sister, and step children will be eligible for funeral leave as described above per the Guidelines adopted by the National Grievance Committee on January 31, 1980.

Regular employees will be granted one (1) day off with pay to attend the funeral of a grandparent.

ARTICLE 53. HEALTH AND WELFARE

Effective August 1, 2018, the contribution of four hundred and one dollars and thirteen cents (\$401.13) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the contribution rate increases due each year of the Agreement, the Supplemental Negotiating Committees shall allocate the following contribution rate increases to the Health and Welfare Fund. Due August 1, 2019, the Supplemental Negotiating Committees shall allocate forty-cents per hour (\$0.40 per hour); due August 1, 2020, the Supplemental Negotiating Committees shall allocate forty-two cents per hour (\$0.42 per hour); due August 1, 2021, the Supplemental Negotiating Committees shall allocate forty-five cents per hour (\$0.45 per

hour); due August 1, 2022, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour); and due August 1, 2023, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour).

Once a Fund issues a determination that an increase is reasonably necessary to maintain benefits in a given year, the increase shall become due and owing upon written notice from the Fund to the Employer. The Article 20 approval process is no longer required. If the Employer refuses to honor a request for an increase from the applicable Fund, the matter shall proceed directly to the National Grievance Committee for consideration. If the National Grievance Committee deadlocks, the request of the Fund shall prevail and be honored by the Employer. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

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 the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 54. PENSION FUNDS

Effective August 1, 2018, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty-one dollars and thirty-one cents (\$21.31) per day or tour of duty either worked or compensated, to a maximum of one hundred and six dollars and fifty-five cents (\$106.55) 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, 2019 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall continue to make contributions to the applicable pension funds or 401(k) plan at the rate in effect as of March 31, 2019 for the duration of the agreement, under the terms/conditions currently in effect. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases from the Employer, such contribution rate increases shall be payable up to a maximum of eight percent (8%) annually.

If any Pension Fund rejects this Agreement because of the Employer's level of contributions and terminates the Employer's participation in the Fund, the contract shall be reopened and TNFNC shall have the right to take economic action in support of its position.

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 ef-

fective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers'

employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

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

ARTICLE 55. LEASED EQUIPMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

This Article applies only to city employees owning and operating their own equipment.

ARTICLE 56. SANITARY CONDITIONS

The Employer shall maintain clean air conditioned and heated toilet facilities including hot and cold running water.

The Employer shall maintain clean air conditioned and heated lunchroom facilities at breakbulk terminals.

All employees shall fully cooperate in maintaining these facilities in accordance with the above provisions and shall not deface or damage company property. Violation of this provision shall subject the employee to disciplinary action.

ARTICLE 57. PROTECTIVE APPAREL

Terminal yardmen and hostlers shall be provided with rain gear, including boots. Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 58. WAGES

The rates of pay for employees covered by this Agreement shall be as follows:

Annual rate increases beginning in 2021 and continuing through 2023 shall be split equally between April 1 and October 1 each year (e.g., \$.35 per hour / .875¢ per mile April 1, 2021 and \$.35 per hour / .875¢ per mile October 1, 2021).

(a) City Drivers and Peddle Run Drivers

	Per Hour
Effective 4/1/19	\$23.10
Effective 4/1/20	\$23.80
Effective 4/1/21	\$24.15
Effective 10/1/21	\$24.50
Effective 4/1/22	\$24.90
Effective 10/1/22	\$25.30
Effective 4/1/23	\$25.70
Effective 10/1/23	\$26.10

Effective April 1, 2008, Utility Employees shall receive an additional \$1.00 per hour over the CDL hourly rate.

(b) Switchers

	Per Hour
Effective 4/1/19	\$23.10
Effective 4/1/20	\$23.80
Effective 4/1/21	\$24.15
Effective 10/1/21	\$24.50
Effective 4/1/22	\$24.90
Effective 10/1/22	\$25.30
Effective 4/1/23	\$25.70
Effective 10/1/23	\$26.10

(c) Checkers

	Per Hour
Effective 4/1/19	\$23.10
Effective 4/1/20	\$23.80
Effective 4/1/21	\$24.15
Effective 10/1/21	\$24.50
Effective 4/1/22	\$24.90
Effective 10/1/22	\$25.30
Effective 4/1/23	\$25.70
Effective 10/1/23	\$26.10

(d) Lift Operators

	Per Hour
Effective 4/1/19	\$23.10
Effective 4/1/20	\$23.80

Effective 4/1/21	\$24.15
Effective 10/1/21	\$24.50
Effective 4/1/22	\$24.90
Effective 10/1/22	\$25.30
Effective 4/1/23	\$25.70
Effective 10/1/23	\$26.10

(e) Dockworkers

	Per Hour
Effective 4/1/19	\$22.98
Effective 4/1/20	\$23.68
Effective 10/1/21	\$24.38
Effective 10/1/22	\$25.18
Effective 10/1/23	\$25.98

(f) Teamster Riggers

	Per Hour
Effective 4/1/19	\$22.98
Effective 4/1/20	\$23.68
Effective 4/1/21	\$24.03
Effective 10/1/21	\$24.38
Effective 4/1/22	\$24.78
Effective 10/1/22	\$25.18
Effective 4/1/23	\$25.58
Effective 10/1/23	\$25.98

(g) Dock Casual Employees

Current and future dock only casuals and clerical casuals shall be paid a rate of \$17.50 per hour, subject to the following progression:

Effective first day of employment: \$16.00 per hour

Effective eighteen (18) months and one (1) day: \$16.50 per hour

Effective thirty-six (36) months and one (1) day: \$17.00 per hour

Effective fifty-four (54) months and one (1) day: \$17.50 per hour

These rates shall remain frozen for the duration of the Agreement.

(h) CDL Casual Employees

	Per Hour
Effective 4/1/19	\$19.308
Effective 4/1/20	\$19.903
Effective 4/1/21	\$20.201
Effective 10/1/21	\$20.498
Effective 4/1/22	\$20.838
Effective 10/1/22	\$21.178
Effective 4/1/23	\$21.518
Effective 10/1/23	\$21.858

New Entry Rates

Effective April 1, 2019 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:

Non-CDL Qualified:

The top rate for clerical employees, non-CDL dock employees, maintenance employees, janitors, and porters hired after February 7, 2014 shall be increased from \$18.00 per hour to \$19.00 per hour effective April 1, 2019, subject to the following progression:

Effective First Day of Employment: \$17.00 per hour

Effective First Day Plus One (1) Year: \$18.00 per hour

Effective First Day Plus Two (2) Years: \$19.00 per hour

These rates shall increase by an additional \$.50 per hour effective April 1 of 2020 and 2021 and by an additional \$.25 per hour effective April 1, of 2022 and 2023. These rates do not apply to shop mechanics and employees in Non-CDL driving positions.

CDL Qualified (and Mechanics):

(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 ninety-five percent (95%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years one hundred percent (100%) of the current rate.

Regular, full-time employees in these two categories who currently are in progression also shall be moved to one hundred percent (100%) of the applicable wage rate effective April 1, 2019.

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

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.

Teamster Riggers shall apply except where work is performed under AGC agreement on job site construction. Rigging is in addition to cribbing, blocking, etc., and includes any specialized equipment other than a crane or a similar type of equipment making lift or hoist.

ARTICLE 59. WORKWEEK AND WORKDAY

Section 1.

The workweek shall consist of five (5) consecutive days, except as provided in Section 9 of this Article. The workday shall consist of eight (8) consecutive hours. A minimum of sixty-five percent (65%) of the employees in each classification will be scheduled with Saturday or Sunday off (with at least twenty percent (20%) being off both Saturday and Sunday).

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.

Unless otherwise mutually agreed, Employees marking off for sickness must call at least two (2) hours prior to their starting time.

Section 2.

All time worked in any one (1) day in excess of eight (8) hours shall be paid at the rate of time and one-half (1-1/2). Any hours worked in excess of forty (40) hours in any one (1) workweek shall be paid at the rate of time and one-half (1-1/2).

Section 3.

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.

Section 4.

There shall be no split shifts for regular bid employees at any time. Casual employees, who have worked four (4) hours or less, may be given more than one (1) work call in a calendar day provided such casual has had six (6) hours off. The Company will not use a split shift casual over eight and one-half (8 1/2) hours per calendar day.

Section 5.

Any overtime shall not be used in making up the weekly minimum guarantee for regular employees.

Section 6.

There shall be a minimum weekly guarantee of the number of hours pay set out in Section 1 above, for all regular employees covered by this Agreement at their respective hourly rate of pay. The weekly guarantee shall not apply on absence on the part of the employee nor in cases of labor disputes which affect the employees or an Act of God.

Section 7.

The Employer may utilize employees interchangeably in the various classifications, giving preference to seniority. (Details to be worked out at each terminal.) When an employee is requested to do work in a higher rated classification he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall

receive his regular rate of pay for all such lower rated work performed. YRC Freight shall follow Article 42, Section 3 when using interchangeability employees.

Section 8.

Any employee being laid off due to slack business shall be laid off at 2400 hours on Saturday. Regular employees on lay-off 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 15% or absences will not count toward returning employees to regular status, except when an 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. Where the Company is consistently (at least three (3) consecutive weeks) working laid off employees four (4) calendar days per week (Sunday through Saturday), in a terminal operating less than seven (7) days per week, the Company shall give the employee a starting time for the next day to be worked at the end of his shift.

All laid off employees called to work shall receive a minimum guarantee of eight (8) hours pay at the regular rate of pay.

Section 9.

An Employer may use up to fifteen percent (15%) of the total regular employees (at least one (1) at each terminal) as unassigned employees. These unassigned employees shall work under all conditions and guarantees of this Agreement, except their workweek shall be any five (5) days from Sunday through Saturday. These employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. Unassigned employees shall be advised at the end of their workday when

to next report for work, and reporting times shall be chosen in order of their seniority. If work develops at an earlier time than given to the unassigned employee, he must be called and offered the work before a junior employee or casual employee is called. Casual men shall not be worked on days that unassigned men will not work; unless unassigned men are offered the work and reject same, and are unavailable (this does not apply to premium days and/or overtime work of the unassigned employees).

Section 10.

Regular employees shall be guaranteed four (4) hours when called back to work after completing his regular workday and/or his regular workweek, at the applicable hourly rate.

Section 11.

Where an Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay for the particular week, and shall not be obligated to offer such employee any overtime or premium pay work except regular peddle run drivers who must be allowed to stay with their runs five (5) days a week, (four (4) days on a four (4) day bid). Any employee who has broken his workweek for any reason shall not be entitled to claim any work occurring outside his scheduled workweek.

If an Employer works regular employees on their off days, seniority within the classification worked shall prevail, except where an employee is assigned to a particular route or customer, in which case the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his off day, such employee must have had eight (8) hours' off duty prior to the commencement of the shift on his off day. If an employee works on his off day, he shall be paid time and one-half (1-1/2) for work performed on the off day as such.

Section 12.

No employee shall be required to work more than two (2) hours overtime in a workday except drivers shall be required to complete

their run. Warehousemen and Switchers at Breakbulk Terminals will be notified two (2) hours before the end of their shift of any required overtime.

Memorandum (Re: Act of God):

It was agreed that if during a shift an Act of God occurred (such as the lights going out due to electrical failure) that the daily guarantee did not apply if the Company shut down due to the Act of God.

With respect to a situation where the Company was advised as to the existence of the Act of God prior to the commencement of a shift, the following were agreed to be applicable guidelines:

1. If within reason, the employer should give an employee notice of an Act of God at least one (1) hour, if possible, prior to the commencement of his shift.
2. If the employer fails to give reasonable notice and the employee reports for work, he is entitled to a four (4) hour guarantee for showing up and not working.
3. Assuming that proper notice is given by the Employer, what protection does an employee have on work that may become available during his shift? It was agreed, on a shift by shift basis, the employees are to be returned to work as soon as work becomes available. This applies to dock, switchers and maintenance employees at terminals with continuous operations.
4. In non-continuous operations and where there are overlapping starts, employees will be called by seniority, as many as needed, when less than all the employees are needed (drivers). When such employees are called they will work for eight (8) hours from the time they report to work.

ARTICLE 60. PEDDLER RUNS

Section 1.

Regular peddle run drivers shall be guaranteed 45 hours per week, with overtime after 45 hours per week, except as provided below:

Regular peddle run drivers must be permitted to work on each of five (5) consecutive days on their bid runs, providing the run operates, regardless of the number of hours worked in the preceding days. Regular peddle run drivers shall receive daily overtime when performing city driving before or after completing their peddle runs, in which case all time spent that day shall be considered in computing daily overtime after eight (8) hours a day, this is a penalty for the violation and cannot be used to make up the daily or weekly guarantee, and would be in addition to any overtime worked after the forty five weekly guaranteed work week.

If sufficient hours are not available to support a forty-five (45) hour peddle run bid the Company may post one of the following bid schedules:

(a) Five (5) consecutive eight (8) hour days, overtime after eight (8) hours daily and forty (40) hours weekly.

(b) Four (4) nonconsecutive ten (10) hour days, overtime after ten (10) hours daily and forty (40) hours weekly. At least two (2) off days must be consecutive.

Regular peddle run drivers shall not be required to do platform work except to help load and unload their own units or to fulfill their daily guarantee, or weekly guarantee on the fifth (5th) day. Violation of this provision will entitle the employee to daily overtime after eight (8) hours for that day. The Peddle run driver shall be dispatched to his/her respective bid area. Failure to dispatch the peddle run driver as provided in this Article shall be subject to the grievance procedure. The dispatch of the peddle run driver will be subject to the freight availability at the time of the initial dispatch and/or the necessity to maintain efficient operations. Peddle drivers, after completing their peddle runs and return to their home terminal on the

fifth (5th) day and not having fulfilled their weekly guarantee, may be required to perform other work in order to make up the weekly guarantee, providing they have not worked in excess of ten (10) hours on the fifth (5th) day.

Section 2.

A combination peddle run driver is a driver who works out of terminals at which there are thirty (30) or less employees covered by this Agreement. Such drivers may be used on peddle or city driving or dock work as required. The weekly and daily guarantees and overtime provisions for other employees, except regular peddle run drivers, shall apply to this type of driver unless otherwise agreed to by the parties and approved by a majority of the employees. The four (4) hour interpretation shall apply to employees required to perform city work before or after making their peddle runs. Pay shall be computed for any violations on the same basis as the regular peddle run driver.

The Peddle run driver shall be dispatched to his/her respective bid area. Failure to dispatch the peddle run driver as provided in this Article shall be subject to the grievance procedure. The dispatch of the peddle run driver will be subject to the freight availability at the time of the initial dispatch and/or the necessity to maintain efficient operations.

It is understood that any classification terminal with between twenty-one (21) and thirty (30) employees as of April 1, 1991 will remain classified unless a majority of the employees at that terminal vote to become combination. Where such vote is in favor of becoming combination, no further vote will be permitted until the terminal increases employees beyond thirty (30) and the Employer will provide equipment in order for the employee to qualify himself/herself as a combination employee. Employees who cannot learn to drive will be protected except when not qualified to perform work required.

Section 3.

Runs on which pickup and/or delivery of freight from and to shipper, receiver, terminal or terminals en route are performed, where such runs are within a radius of 75 direct highway miles of the home terminal, with a round trip not exceeding 150 miles, shall be classi-

fied as peddle runs. A peddle run must originate and terminate in the same terminal in the same tour of duty.

Section 4.

There shall be a minimum eight (8) hours daily guarantee for miles driven and work performed.

Section 5.

The prevailing local terminal agreement shall govern all wages and conditions on runs exclusively within a compass radius of 25 miles of the zero point of the terminal city.

Section 6.

All equipment regularly assigned to peddle run operations must have steps or some other suitable device to enable drivers to get in and out of the body. Equipment regularly assigned to peddle runs shall have steps.

Section 7.

The provisions of this Article shall apply unless otherwise mutually agreed to.

ARTICLE 61. 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 terminals 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 May 1, 1982. 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 part-time 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 and Article 42, Section 2(d) of the Carolina Over-the-Road Supplemental Agreement.

Section 3. Regular Employment

Any part-time employee who declines regular employment shall be terminated without recourse and will not be used by the Employer for any further work.

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 local cartage employees.
- (2) Medically disqualified drivers as provided in Article 41, Section 4 of this Agreement and Article 41, Section 3 of the Carolina Over-the-Road Supplemental Agreement. Employees working under this provision will be afforded all benefits of a regular employee at the applicable rate.
- (3) His over-the-road employees who are on a letter of layoff, provided such employees have indicated a desire for such work. Employees working under this provision shall be considered temporary employees and shall not be entitled to any provisions of this Agreement (other than those contained in this Article) or any other Agreement.
- (4) His part-time employees on the Preferential List.
- (5) Laid-off employees from other carriers. This subsection shall apply only to carriers who are signatory to the Carolina Freight Supplemental Agreement and who are part of that single multiemployer 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 provisions above, the Company agrees to give first opportunity to qualified laid off employees from other 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. Bids

Consistent use of part-time employees (three (3) weeks or more) on off days of regular employees required to work both Saturday and Sunday will require the Employer to adjust the bids allowing more weekends off.

Section 8. 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 City Cartage 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 9. 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 Employer to violate any applicable law.

Section 10. Pension Fund

Effective August 1, 2018, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty-one dollars and thirty-one cents (\$21.31) per day or tour of duty either worked or compensated, to a maximum of one hundred and six dollars and fifty-five cents (\$106.55) per week, for each regular employee covered by this Agreement who has been on the pay-roll thirty (30) days or more. For the increase in the contribution rate due August 1, 2019 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall continue to make contributions to the applicable pension funds or 401(k) plan at the rate in effect as of March 31, 2019 for the duration of the agreement, under the terms/conditions currently in effect. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases from the Employer, such contribution rate increases shall be payable up to a maximum of eight percent (8%) annually.

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of thirty-four dollars (\$34.00) per day for each casual employee who works, and shall not be required if the Pension contributions established by the Supplemental Agreement (weekly, etc.) have been paid on his behalf as interpreted by the National Committee.

ARTICLE 62. 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 2019 to be effective as of April 1, 2019 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
Ernie Soehl, Co-Chairman

**CAROLINA FREIGHT COUNCIL
Union Negotiating Committee**

Stephen Bishop, Chairman
Jeff Cartee, Local Union 509
Jody Whitlock, Local Union 391

For the Employers:

TRUCKING MANAGEMENT, INC.

Gary Quinn, Co-Chairman

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

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

**YRCW
CAROLINA FREIGHT COUNCIL
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**



**For the Period of April 1, 2019
through March 31, 2024**

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CAROLINA FREIGHT COUNCIL OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

**For the Period
April 1, 2019 to March 31, 2024**

PREAMBLE

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

_____ (Company) hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2019 and shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

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

Section 1. Operations Covered

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

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

Section 2. Employees Covered

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

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

(c) Hired or Leased Equipment. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner operator performs his services, as well as the ends to be accomplished.

Section 3. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate agreements entered into between the Employer and the involved Local Union. Employees subject to the Agreement shall not be permit-

ted to perform dock work or city pickup and delivery service, where the performance of such work conflicts with the local city pickup and delivery agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

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

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

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

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

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

C. Road drivers dispatched with multiple pickups and/or deliveries within a twenty-five (25) mile radius of each other will be paid the applicable hourly road rate starting with the arrival at the first customer until leaving the last customer within said radius.

Section 4. Supervisory Personnel

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

ARTICLE 41. ABSENCE

Section 1. Time Off for Union Activities

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

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

Section 2. Leave of Absence

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

volved. 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. Loss of Operating Privilege or License

When a driver's operating privilege or license has been suspended or revoked for reasons 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 driver's operating privilege or license 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 driver whose operating privilege or license has been suspended or revoked shall notify his immediate supervisor within twenty-four (24) hours of such suspension or revocation.

Drivers, granted a leave of absence, will be allowed to work on the dock behind the Preferential list employees, but ahead of casual employees. They must live within an area so that they 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 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 or 3.

Section 5.

When the Operating Privilege or License of a driver has been revoked for a period of thirty (30) days or more for medical reasons, the affected employee who is medically and otherwise qualified may request in writing, and will be granted, work opportunity at that terminal in another classification as provided in Article 61, Section 6 of the Carolina City Cartage Supplemental Agreement. The employer will post and maintain a ninety (90) day notice alerting employees when their DOT credentials expire in order to help them maintain their operating privilege.

ARTICLE 42. SENIORITY

Section 1.

Company seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer since the employee's last date of hire. Company seniority shall only be recognized in determining the number of weeks' vacation.

A probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis during which period he may be terminated without recourse.

Section 2.

Terminal 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 terminals shall only enjoy terminal seniority for the period of employment at the most recent terminal at which he is working. In the event of an approved change of operation the employee will exercise the period of employment at the terminal where the employee is working as established by the change of operation. The company must consider voluntarily transfer in this supplement between terminal(s) in North and South Carolina made in writing before hiring to fill a vacancy or opening in terminal(s). Failure of any party as described in the Easter Region review decision of June 2017 will subject the issue to the grievance machinery.

Terminal seniority shall be recognized, providing the employee can perform the work, in the following circumstances:

(a) Semi-annual bidding of runs 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 re-posted within fourteen (14) days after 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.

(b) Layoff and recall.

(c) Newly created runs. Regular bid drivers may go on the extra board at their request but cannot bid again unless all runs are put up for bid or unless there is a new run.

(d) If a vacancy in the City operation occurs and is not filled by a City employee the bid will be posted for a period of seven (7) days and the employee with the most terminal seniority in the road classification will be awarded the vacancy, provided he is qualified.

In order to expedite the filling of vacancies/bids in a cross-over bid from road to city and city to road, a single all inclusive bid may be posted provided the seniority of all employees is recognized in filling such vacancy/bid(s) in both the city and road.

When filling such openings, the employee shall work under the provisions of the City Cartage Supplemental Agreement. He shall go to the bottom of the seniority list under the Carolina City Cartage Supplemental Agreement for a period of one (1) year and one (1) day for all purposes, but shall retain terminal seniority during such period for layoff and change of operations purposes only. After one (1) year and one (1) day such employee will be allowed to exercise his terminal seniority for all purposes on the next bid. In addition to the above provisions, any employee crossbidding will not be permitted to return to his previous classification within the first ninety (90) days after making such move. All employees within their classification shall enjoy terminal seniority for all purposes.

Section 3.

The Employer shall not require, as a condition of continued employment, that an employee purchase a truck, tractor, and/or tractor trailer, or other equipment.

Section 4.

Seniority shall not apply to the following conditions:

(a) Assignment of equipment.

(b) Starting or dispatch time except where such is a condition of the bid on bid runs.

Section 5.

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.
- (d) Absence without report for seventy-two (72) hours, except in extreme emergencies (nonscheduled working days accepted). The seventy-two (72) hours start at the time the driver cannot be contacted after being properly called.
- (e) Noncompliance with Article 41, Section 2, Leave of Absence.
- (f) Failure to observe requirements of Article 42, Section 8, Terms of Recall.
- (g) Acceptance of regular employment by another carrier covered by the Master Freight Agreement.
- (h) Retirement.

Section 6.

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).

Section 7.

(A) Bid Drivers.

(1) Vacancies, changes of runs, new runs and new positions are subject to seniority and shall be posted for bid except as hereinafter provided. The employee with the highest seniority who bids shall receive such vacancy, change of run, new run, or new position. The posting shall be at a conspicuous place so that all eligible employees

will receive notice of the positions open for bid. Bids shall remain open for a period of seven (7) days, and runs shall be awarded within seven (7) days thereafter.

(2) The bulletining of bid runs shall include the days, destination, routes and type of run. The number of bid runs to be posted for bid shall be determined by taking at least seventy-five per cent (75%) of the number of runs operating between two (2) designated points, loaded in both directions, for a period of six (6) months. All through runs which exceed 300 miles that are bid as minimums at the time of the signing of this contract will be posted for bid. All other runs, excluding minimum runs and through runs of 300 miles or less, shall be posted for bid once each six (6) months.

(3) Bid runs are subject to cancellation upon proper notice. The bid and/or dispatch day shall be the calendar day, midnight to midnight, unless otherwise mutually agreed to by the Local Union and the Employer involved. Such agreement must be in writing and signed by both parties with a copy filed with the Grievance Committee as provided for in this Agreement.

(4) A bid run may be cancelled in order to return an extra employee to his home terminal on the weekend or a holiday, or at any time with empty equipment.

(5) Bid runs are to have first dispatch to their bid destination regardless of destination of the load, except as provided in paragraphs (4) and (12) of this Section.

(6) Bid run drivers are to have first dispatch destined to their bid run destination or via intermediate points that can be made in a normal tour of duty, except as provided in paragraphs (4) and (12) of this Section.

(7) When a bid man's run fails to make or is cancelled, he may wait for his next dispatched day, or elect to go to the extra board. Where there is a seniority type dispatch system he will exercise his seniority. Where there is a first-in/first-out type dispatch system, he will be

placed on the board in accordance with his arrival clock punch time unless otherwise mutually agreed to.

(8) Bid runs are to have first dispatch on any loads dispatched from the foreign terminal to home terminal regardless of destination of the load.

(9) Bid run drivers to have first dispatch on any loads dispatched to their home terminal or via intermediate points that can be made in a normal tour of duty.

(10) If the dispatch of a bid employee is broken he will be paid his original dispatch plus all miles driven off route and plus all delay time off route. Wreck of equipment or incapacity of employee or dispatch not completed because of a strike of a Teamsters Union shall not be considered a broken dispatch.

Vias may be added enroute without violation provided the bid driver reaches his destination and/or home terminal in one (1) tour of duty. If the bid driver fails to reach his destination and/or home terminal as a result of vias being added, he will be paid for all time delayed, including statutory rest.

(11) A bid man may be dispatched on a via dispatch through other domicile points where there are ten (10) or less drivers domiciled, provided, all available domiciled drivers at the time of the via are dispatched within twenty-four (24) hours. In the event such available drivers are not dispatched within the twenty-four (24) hour period, such drivers shall be entitled to runaround pay commencing at the end of the twenty-four (24) hours following the time of the via dispatch, at the prevailing hourly rate, not to exceed the trip lost.

(12) Foreign drivers may be dispatched to their home terminal ahead of domiciled bid drivers provided such domiciled bid drivers are protected to their bid point within their bid day, on a one for one basis, except as provided in paragraph (4) of this Section.

An extra domiciled driver may be dispatched ahead of domiciled bid drivers via the bid destination point provided the complete dispatch

is given and further provided the domiciled bid drivers are protected to their bid point within their bid day, on a one for one basis.

(B) Single Extra Board Drivers.

(1) The dispatch shall control the movement of the driver and does not pertain to the destination of the load except as may be agreed to between a Local Union and Company.

(2) The driver will be dispatched for instructions to an instruction point at which point he shall be advised whether he is on a turn-around or a through run within one (1) hour after presenting himself to someone in authority or if the terminal is closed has called as instructed.

(a) If trip designated is a turnaround run, then Article 53 will govern such dispatch and driver will be paid in accordance with such Article.

(b) If trip designated is a through run then driver will be given a destination point and will be paid in accordance with Article 54 from the point of origin to the destination, except as provided in 7(B)(4).

(3) Driver may be given vias at the origin or instruction point and vias may be added or deleted enroute.

(4) If after arriving at the destination point but within one (1) hour the Company has a dispatch the driver may be extended and be paid mileage or minimum, whichever is greater, for the trip including any extensions. This applies to foreign terminals and not home terminal.

(5) The layover at the destination shall be thirteen (13) free hours.

(6) The layover shall be thirteen (13) free hours at the second and third layover points as defined in Article 50, Section 4. If the driver is required to layover at more than three points he shall be paid for all time.

(7) The dispatch of extra drivers shall be on a first in-first out basis at all terminals except:

(a) An extra driver may be dispatched on a via dispatch through other domicile points where there are ten (10) or less drivers domiciled, provided all available domiciled drivers at the time of the via are dispatched within twenty-four (24) hours. In the event such available drivers are not dispatched within the twenty-four (24) hour period, such drivers shall be entitled to runaround pay commencing at the end of the twenty-four (24) hours following the time of the via dispatch, at the prevailing hourly rate, not to exceed the trip lost.

(b) Extra drivers may be dispatched to their respective domicile ahead of all other extra drivers. Such dispatch may be either a direct or via other points provided the dispatch can be completed in one (1) tour of duty.

(c) Drivers may be dispatched without regard to extra non-domiciled drivers at via or turn points provided such driver in motion is pre-booked. This applies to foreign terminals and not home terminals.

(C) Single Driver Dispatch.

The provisions of this Article shall not prohibit a Local Union and Employer agreeing to another dispatch procedure, provided such agreement is reduced to writing and filed with the Bi-State Committee.

(D) 1. Time Off Between Trips.

Single Man and Extra Board Drivers:

Single man and extra board drivers after being released from duty, shall not be compelled to report to work at home terminal until he has had twelve (12) hours off-duty time, excluding locating time and reporting time.

The drivers may at each terminal decide to establish a minimum amount of time all drivers must take off in order to have a uniform time off procedure. Example: The drivers could by majority vote decide that everyone must clear for a minimum of twelve (12) hours (excluding locating and reporting time).

Bid drivers on through runs who are unable to have twenty-four (24) hours off at the completion of their bid week prior to the start of the new bid week will be entitled to mark off up to twenty-four (24) hours even if such twenty-four (24) hours extend into their first bid schedule in the following bid week. Turnaround Run Board drivers will be allowed to mark off forty-eight (48) hours after completing six (6) tours of duty unless otherwise mutually agreed to. Bid turns in excess of 220 miles to bid point will be bid five (5) trips with driver's option of sixth (6th) trip.

2. Mark-Off Procedure.

In the event the Company and the Local Union are unable to agree to a mark-off procedure the following shall apply:

SINGLE BOARD DRIVERS, EXCLUDING DAILY POINT BID DRIVERS

1. After completion of six (6) tours will be entitled to forty-eight (48) hours off. The drivers may waive the forty-eight (48) hours off, and then;
2. After completion of twelve (12) tours will be entitled to seventy-two (72) hours off. Where drivers fail to exercise time off privilege after twelve (12) tours they shall forfeit such time off and the cycle will revert back to paragraph 1.
3. Any layover of twenty-one (21) or more hours will count as one (1) additional tour of duty toward earned time off.

Time off privileges may be exercised only at the completion of the sixth (6th) or twelfth (12th) tours.

A "tour" is defined as a tour of duty (bed to bed).

In the event a driver has completed five (5) tours and is planning to take forty-eight (48) hours off upon completion of the sixth (6th) tour—while on the sixth (6th) tour the driver is required to layover one (1) time which would earn the driver two (2) tours for a total of seven (7) tours—under this example the driver would still be per-

mitted to take his forty-eight (48) hours off upon return to his home terminal and this shall cancel all tours accumulated at that time or he may elect to continue to build tours for seventy-two (72) hours off.

Section 8.

In reducing the work force the employee lowest on the terminal seniority list shall be laid off first. Layoffs shall be by written notice sent to each employee by certified mail, or hand delivered and signed for by each employee; provided no employee may refuse to sign for such notice. The Union shall be furnished a copy of the layoff notice.

When the force is again increased, the employees are to return to work in reverse order in which they are laid off. 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.

Employees shall not be laid off or recalled while respecting an authorized picket line.

Laid-off road drivers may elect at the time of layoff, in writing, to accept extra road work, beginning at 12:01 AM on the Sunday following the date of layoff. Laid-off road drivers will be afforded work opportunity after active road drivers, subject to current dispatch rules and procedures. When a laid-off road driver works three (3) trips (home-to-home) per week for four (4) consecutive weeks, the senior laid-off road driver shall be issued a letter of recall. Foreign power protection as provided in Article 42, Section 7 (B) will apply to laid-off road drivers who elect to accept extra work as outlined above.

MEMORANDUM OF UNDERSTANDING CAROLINA OVER-THE-ROAD SUPPLEMENTAL AGREEMENT ARTICLE 42, SECTION 8

With respect to road drivers performing extra road work while in layoff status under the provisions of Article 42, Section 8 of the Over-the-Road Agreement, it was agreed that laid-off road drivers will be allowed to elect to go on and off the extra board one time during the period of layoff, such election to be made in writing to be effective at 12:01 A.M. on Sunday.

Example 1: A road driver is laid off on Tuesday and elects in writing to remain available for extra road work beginning the following Sunday at 12:01 A.M. At a later date, while still in layoff status, he decides that he will no longer perform extra road work and so elects in writing effective the following Sunday at 12:01 A.M. From that Sunday until he is recalled from layoff status, he may not change his election and will not be called for extra road work.

Example 2: A road driver is laid off on Thursday and does not elect to accept extra road work. At a later date, he decides that he wishes to accept extra road work and so elects in writing. His election is effective the following Sunday at 12:01 A.M., and he is then called for available road work. However, three weeks later, while still on the extra board, he decides that he will no longer accept extra road work and makes that election to become effective at 12:01 A.M. the following Sunday. From and after that Sunday until he is recalled to regular status, he may not elect to return to the extra board.

With respect to health and welfare and pension contributions for laid-off road drivers performing extra road work under Article 42, Section 8, it was agreed that a one day contribution for one day's work, or a weekly contribution for two or more day's work, will be made only while the employee is actually working as a laid-off road driver under the provisions of Article 42, Section 8, and not simply while remaining available on the board.

With reference to holiday pay, it was agreed that holidays will be payable only if the employee works during the day before, the day

of or the day after the holiday, as opposed to the method of holiday pay qualification applicable to a regular road employee. No holidays will be payable unless the laid-off road driver actually works during one of the aforementioned days, rather than simply remaining available for work. It was acknowledged that the laid-off road driver would receive the four hour premium if he actually worked on the holiday in accordance with Article 58.

It was agreed that sick leave pay is not payable while a road driver is in layoff status; however, days worked pursuant to the provisions of Article 42, Section 8 will count toward the 90 days required for qualification for unused sick leave pay. Funeral leave pay will be afforded a laid-off road driver for each day a junior laid-off road driver performs road work between the day of death and the day of the funeral. Jury duty pay will be afforded a laid-off road driver who complies with the National Guidelines for each day a junior laid-off road driver performs road work. It was also agreed that laid-off road drivers on the extra board can select only weekly vacation, and that days worked by such drivers qualify toward vacation eligibility.

Section 9. Trip Selection

(A) Where the majority of over-the-road drivers, at any particular terminal, vote to change the present dispatch procedure to provide for trip selection, the following shall apply after notification by the Local Union.

The Company will group trips in one (1) hour blocks and drivers will have choice of trips and trailers (twins or single) available for dispatch during such one (1) hour periods. Trip selection will be made based on:

1. arrival time and position on board, or:
2. seniority among the drivers who are eligible to select but arrival time and position on board will determine who is to be called. The drivers may also request the selection that is to be made at the time of call rather than at the dispatch window. If the drivers vote for selection to be made at the time of call and it becomes necessary due to service commitment to change the loads in dispatch block after

the drivers are called and have selected their loads, selection will be made at the window.

(B.) Unless otherwise mutually agreed, when two (2) or more drivers from the same domicile are rested at a foreign domicile, and two (2) or more of them are called at the same time, the senior driver(s) shall have choice of dispatch.

Section 10. Seniority Dispatch

Dispatching of extra board drivers shall be on a rotating board (first in and first out) except where the Local Union requests a seniority dispatch and the majority of drivers vote for such dispatch procedure, it will be implemented. When voting on seniority versus first in, first out dispatch, only that result will be applied to all boards, both bid and extra, except by mutual agreement. The Local Union and the Company will establish dispatch rules covering the seniority dispatch for the extra board and file a copy with the Bi-State Grievance Committee. If the parties are unable to reach agreement on such dispatch rules, the following shall apply to the extra board, but such rules are not to interfere with the mark-off and time-off procedures as provided in this Agreement.

1. The Company will group trips in one (1) hour blocks and drivers will have choice of trips available for dispatch during such one (1) hour periods as set out below.

2. Drivers will be called in seniority order subject to available hours and choice of trips will be made by seniority. The drivers may vote for selection to be made at the time of call rather than at the dispatch window. If the drivers vote for selection to be made at the time of call and it becomes necessary due to service commitment to change the loads in the dispatch block after the drivers are called and have selected their loads, selection will be made at window.

3. The drivers may opt to include a "plug provision" which would operate as set out below:

Drivers may choose in writing to "plug" for a bid point or turn-around run only when they arrive from a trip while at the dispatch

window. The employee may remain on the “plug board” for only twenty-four (24) hours. Driver must call in at the end of twenty-four (24) hours and place himself back on the extra board. When plug drivers are needed due to exhaustion of the extra board, they may be drafted in reverse seniority order and their “plug” cancelled. Drivers must have hours to run the trip plugged. Drivers may not re-plug before being dispatched.

Section 11. Turnaround Run Board

The Company will post for bid a Turn Board. Drivers on this Board will run mileage, single and/or double turns. The number of bids on such board will be governed by the flow of freight and turnaround trips available. In addition turnaround point bids now in effect will be continued. Disputes concerning the number on such Board will be subject to grievance.

Section 12. Area Boards

The Company will post for bid Area Board(s). The number on such Board(s) will be governed by flow of freight into such areas. Such Board(s) will be adjusted consistent with business conditions and the active driver board. The Company and Local Union will agree on the manner in which the boards back up each other including the Extra Board to insure the orderly movement of freight. Disagreements will be subject to grievance.

Section 13. Extra Equipment

Certificated or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30) day bona fide lease arrangements on a rotating board, before hiring any extra equipment.

ARTICLE 43. GRIEVANCE MACHINERY

Section 1. Joint Bi-State Committee

The Employers 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 Employers 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 Employers 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 or individuals 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 Employers 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 sub-section (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 Employers 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 employee shall not be entitled to or have 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 therefrom.

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 attorneys' 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 oc-

curred or within ten (10) days after driver 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

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of, or being under the influence of alcoholic beverages while on duty, use of narcotics (as prescribed by the Pure Food and Drug Act), barbiturates, or amphetamines while on duty, violation of Article 35, Section 3, willful damage to company property or equipment, or engaging in physical violence while on company property or on duty, to the employee who initiates such action, recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers, failure to report a serious accident or one which the employee would normally be aware of, or the carrying of any firearm(s) on Company property or equipment (except in the employee's personal vehicle). Discharge or suspension must be by proper written notice to the employee and the Union affected. Warning notices shall have no force or effect after nine (9) months from the date thereof.

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

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

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial, or no compensation for time lost. Appeal from discharge must be taken within

ten (10) calendar days by written notice to the Employer and filed with the Carolina Bi-State Committee. If not resolved, a discharge grievance shall be placed on the first agenda of the Carolina Bi-State Committee following the filing of the grievance.

The Employer is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules they shall be submitted to the grievance procedure as established by this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted with approval of the Bi-State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

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

1st Offense—Warning and forfeit time off for thirty (30) days;

2nd Offense—Warning and one (1) week's suspension;

3rd Offense—Subject to discharge.

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

ARTICLE 46. 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). Examina-

tions 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 sickness 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 reexamined 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 (3rd) 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 (3rd) 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 Em-

ployer 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 non-discriminatory 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

No driver shall be compelled to take more than one (1) continuous hour for meal period in any one ten (10) hour period. Meal period shall not be compulsory at terminals where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

ARTICLE 48. LODGING

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal, and shall be maintained at present day standards. Effective August 20, 1976, road driver lodging shall be maintained on the basis of one (1) driver per room except in emergencies.

Dormitories at Company-owned terminals shall provide janitor service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation and easy access to clean sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath. The rooms shall be air-conditioned, with not more than two (2) beds in a room, (no bunk beds or double beds permitted). Two (2) drivers may be assigned to the same room provided they are from the same domicile and are put to bed within one (1) hour of each other. Dormitories must be sound proofed, with an inside latch or lock installed on

all doors, and comply with all applicable laws. In all terminals with dormitories there shall be a driver's waiting room maintained at present day standards. In all other cases, where the Company doesn't provide drivers with a waiting facility, which is adequate under the circumstances, it shall be taken up as a grievance.

Air-conditioned dormitories, or air-conditioned hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours.

In lieu of the Company furnishing satisfactory lodging, the employee shall be paid Thirteen Dollars and Fifty Cents (\$13.50) for each rest period; except where accommodation is unavailable at such figure and it is necessary for driver to pay in excess of the above amount he shall receive reimbursement of actual cost of room. The Company shall furnish transportation to and from the nearest public transportation, when there is no unreasonable delay, at away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where driver is allowed to use tractor for transportation.

Room rent of owner-operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rate or above.

No new dormitory at Company-owned terminal shall be permitted unless jointly approved by the Union and the Company, subject to Carolina Bi-State Committee approval. Such dormitory shall not be used unless janitor service, clean sheets, pillowcases, blankets, and proper sanitary conditions are provided.

Effective July 1, 1973, all new dormitories must provide for one (1) man to a room.

Drivers will not be required to make their bed if Company personnel are on duty; but if he does he will be compensated fifteen (15) minutes.

Where there is no accessible eating place, the Company shall provide transportation from Company dormitories to such facilities.

The Carolina Negotiating Committee will appoint one (1) Union and one (1) Employer representative as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form incorporating the standards of lodging shall be developed by the Committee. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within fourteen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.

ARTICLE 49. PAY PERIOD

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 seven (7) days shall be held on an employee. All other employees shall be paid at the end of their working period. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized 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 50. PAID FOR TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for. Such payment for driver's time when not driving shall be the hourly rate.

Any employee who has payroll shortage of seventy-five (\$75.00) dollars gross or more will be corrected within three (3) business days (excluding Saturdays, Sundays, and Holidays) following the employee notifying the Company in writing. The Company through direct deposit or by draft will correct the payroll errors and pay the affected employee within three (3) business days (excluding Saturdays, Sundays, and Holidays). Failure to correct as described above will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays, and Holidays) until corrected.

Section 2. Call-In-Time

Drivers called to work at home terminal shall be allowed sufficient time, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and register in. Sufficient time means one (1) hour to locate driver or drivers and two (2) hours to report after notification. In the event an employee or driver team cannot be located within one (1) hour, the next employee or driver team shall be called. If not put to work at home terminal, employees shall be guaranteed six (6) hours' pay at the rate specified in this Agreement.

When an employee is on layover at a foreign terminal and is ordered to report to work and is not put to work, he shall be paid for all time involved, from the time he leaves sleeping quarters with a minimum guarantee of six (6) hours' pay. This shall be in addition to any layover pay due in accordance with the contract, and he shall maintain his dispatch position.

The Union and the Employer may mutually agree to an advance notice procedure. If no agreement is reached the following procedure shall apply: Drivers who are off at the home terminal shall receive a clearance time if requested by the driver. If the Company needs the driver earlier than the clearance time given, an effort will be made to locate the driver. If the driver is unavailable he will maintain his position on the board and the Company will not be obligated to call the driver again prior to the clearance time given, and the driver shall have no claim for runaround

Section 3. Runaround

When any driver is runaround, he shall receive the hourly rate for all time from the time the truck that ran around him left, until he is dispatched, not to exceed the earning opportunity lost on the trip where the runaround occurred.

When tractors are delayed leaving terminals for reasons caused by the driver or drivers not showing up, it shall not be considered as a runaround under the provisions of this Agreement when other trucks lower on the line-up leave ahead of them, but the driver who reports as instructed shall be paid in accordance with Section 1 of this Article.

Section 4. Layover

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

ty-one (21) hours after the run ends. The same principle shall apply to each succeeding twenty-one (21) hour period with layover pay commencing after the thirteenth (13th) hour.

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

For meal allowance other than Sundays and holidays, drivers will be entitled to such meal allowance after the seventeenth (17th) hour of the first layover period and after the thirteenth (13th) hour on subsequent layovers after the first.

Section 5. Breakdowns, Impassable Highways

On breakdowns and impassable highways employees shall be paid for all time spent after being relieved from duty not to exceed eight (8) hours out of a twenty-one (21) hour period in addition to time spent with the equipment. (Same application to apply to two-man operation within the first twenty-one (21) hour period). Where an employee is held longer than the eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed. Any employee performing tire changing or claiming breakdown pay may be required to furnish competent proof, satisfactory to the Employer and the Union.

Section 6. Deadheading

In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employees shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

Section 7. Bobtailing

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

Section 8. Maximum and Minimum Running Times

The Employer, Union and involved employees may mutually agree to maximum and minimum running times. If no agreement is reached, the matter shall be submitted to the Grievance Procedure. If mutual agreement is reached with a Local Union on a time off program that exceeds the contract, the Company may abolish running times.

Section 9. Sign-In Sheets

When requested by the Union, the Employer shall provide a signin/sign-out sheet for all drivers making road dispatches at major domiciles and it shall be mandatory that each driver sign in and out correctly the origin, destination, unit numbers, times, etc. Any driver failing to make a correct and proper entry will be subject to discipline. Any disputes on arrival or departure shall be governed by clock punches.

Section 10. Trailer Switches

The Company will pay a minimum of thirty (30) minutes for each complete trailer switch. (15 minutes for a hook and 15 minutes for an unhook). On two-man operation each driver shall be paid. A switch requiring the change of Jifflox tractor configuration will also entitle the driver to a fifteen (15) minute minimum. If the time exceeds the flat rate the drivers will be paid actual time but may be required to furnish an explanation for the excess time.

Section 11. Sick Leave/Personal Day(s)

Sick Leave pay as provided in Article 38, Section 1, and the National Guidelines issued there under, will be paid on a daily basis for each day of absence due to sickness or accident of any employee who has available Sick Leave, until his days of Sick Leave are exhausted. Two (2) days sick leave pay will be paid for each trip missed for sickness or accident of A-B-A bid driver, until his days of sick leave are exhausted. The personal day(s) will be paid and awarded in accordance with the above guidelines provided the employee notifies the employer as set out in the terminal work rules and or policy prior to the driver becoming available for work call.

Should a federal or state-of-emergency be declared, the employees that are not able to report to work will not be charged as unexcused. Employees desiring pay sick/personal time during state-of-emergency should request the same.

**ARTICLE 51. PICKUP AND DELIVERY
LIMITATIONS**

The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one (1) pickup of a solid load at point of origin and one (1) delivery of a solid load at destination shall be allowed provided that the driver receives the following rate or the prevailing city scale, if higher, for such service, including time lost through delivery. At no time shall any provision of this contract permitting pickup and delivery supersede the provisions of any Local Cartage Contract, which prohibits such pickup and delivery.

Hourly Rates (Subject to the hiring rates as provided in Article 52, Section 1)

Annual rate increases beginning in 2021 and continuing through 2023 shall be split equally between April 1 and October 1 each year (e.g., \$.35 per hour / .875¢ per mile April 1, 2021 and \$.35 per hour / .875¢ per mile October 1, 2021).

	Per Hour
Effective 4/1/19	\$23.05
Effective 4/1/20	\$23.75
Effective 10/1/21	\$24.45
Effective 10/1/22	\$25.25
Effective 10/1/23	\$26.05

Pickup and delivery shall not be permitted where a driver or drivers or driver and helper have driven 250 miles, or on any run which cannot be completed in ten (10) consecutive hours from point of origin to final destination, including pickup and delivery. In no event shall pickup or delivery be permitted in any city having a population

of 600,000 or more, based upon the 1950 census. It is further agreed that all pickup and/or delivery limitations in this Article shall not prohibit a driver from making pickups and/or deliveries at points enroute and intermediate terminals.

The same pickup and delivery limitations shall apply where the pickup and/or delivery is made in the Southeast Area, Southwest Area, the Central Region Area, Western Region Area, and other areas within the Eastern Region Area, as established by awards of the Executive Board of the International Union.

It is specifically agreed that none of the limitations contained in this Article shall apply to the transportation of iron and steel as defined in Article 62 of this Agreement and except where Article 6 prevails.

ARTICLE 52. MILEAGE AND HOURLY RATES

Section 1.

The rate of pay per mile for drivers on all runs other than peddle runs shall be as follows:

All Units (including Bobtail), Except Twin Trailer

	Per Mile
Effective 4/1/19	57.006¢
Effective 4/1/20	58.756¢
Effective 4/1/21	59.631¢
Effective 10/1/21	60.506¢
Effective 4/1/22	61.506¢
Effective 10/1/22	62.506¢
Effective 4/1/23	63.506¢
Effective 10/1/23	64.506¢

Twin Trailer (30 Feet or Less)

	Per Mile
Effective 4/1/19	57.877¢
Effective 4/1/20	59.627¢
Effective 4/1/21	60.502¢
Effective 10/1/21	61.377¢

Effective 4/1/22	62.377¢
Effective 10/1/22	63.377¢
Effective 4/1/23	64.377¢
Effective 10/1/23	65.377¢

Effective April 1, 2019 all regular employees hired on or after that date and all employees who are in progression shall receive the following hourly and/or mileage rates of pay:

(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 ninety-five percent (95%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years one hundred percent (100%) of the current rate.

Regular, full-time employees in these two categories who currently are in progression also shall be moved to one hundred percent (100%) of the applicable wage rate effective April 1, 2019.

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

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

Time spent in making pickup and/or deliveries at points enroute and intermediate terminals shall be paid for at the current minimum hourly rates set out below. Time lost through delay in pickup and/or deliveries at intermediate terminals shall be paid for at the minimum current hourly rates set out below. Mileage pay shall be allowed for driving time in making pickups and/or deliveries at offline points enroute.

Hourly Rates of Pay (Subject to the hiring rates as provided in Section 1 above.)

	Per Hour
Effective 4/1/19	\$23.05
Effective 4/1/20	\$23.75

Effective 4/1/21	\$24.10
Effective 10/1/21	\$24.45
Effective 4/1/22	\$24.85
Effective 10/1/22	\$25.25
Effective 4/1/23	\$25.65
Effective 10/1/23	\$26.05

Section 2. Mileage Determination

Current established mileage shall be applied to all runs operated over that particular route by all employers between those two (2) points. Any new runs or terminals established will have the mileage computed using such electronic technology as GPS or other mapping systems software available and agreeable to all parties. Where a dispute arises it shall be filed with the Bi-State Grievance Committee. The Employer and the Union shall then jointly log the mileage from terminal to terminal and/or customers dock. When logging disputed mileage, the parties may utilize such electronic computer technology, such as GPS or other mapping systems software, as then available and agreeable to the parties, subject to review and approval by the Carolina Bi-State Grievance Committee at the time of report on such logging. Once this mileage is established, it shall immediately be applied to all runs operated over that particular route by all Employers operating between those two (2) points. No Employer shall change its present mileage pay until the above procedure has been followed, unless such change is agreed to by the Local Union involved. Any change in mileage resulting from the above procedure shall not result in any retroactive pay to a driver or refund from a driver.

ARTICLE 53. TURN-AROUND RUNS

Section 1. Hourly Rates of Pay

(Subject to the hiring rates as provided in Article 52, Section 1.)

	Per Hour
Effective 4/1/19	\$23.05
Effective 4/1/20	\$23.75
Effective 4/1/21	\$24.10
Effective 10/1/21	\$24.45

Effective 4/1/22	\$24.85
Effective 10/1/22	\$25.25
Effective 4/1/23	\$25.65
Effective 10/1/23	\$26.05

Section 2.

A turn-around run is defined as a run exceeding a 75 highway mile radius outbound from the home terminal and 150 highway miles round trip and is completed in one (1) tour of duty

Section 3.

Where an employee accomplishes only one (1) turn-around run in one (1) tour of duty he shall be guaranteed a minimum of eight (8) hours pay at the rate set out above for all miles driven, delay and work performed. Where pay for miles driven, delay and work performed exceeds the eight (8) hours minimum he shall be paid the greater. The employee may be requested to take his lunch period but not to exceed one (1) hour at the farthest terminal point away from home terminal. The one (1) hour lunch period will be non-compensable unless the driver is performing work.

Section 4.

Where an employee accomplishes two (2) or more turn-around runs in the same tour of duty he will be guaranteed a minimum of eight (8) hours pay for all miles driven, delay time and work performed. Where pay for miles driven, delay and work performed exceeds the eight (8) hour minimum he shall be paid the greater. There will be no free time on the multiple turn. The Company is not required to pre-book the driver for all turns at the time of initial dispatch.

Section 5.

When a driver is advised he is on a turn-around run, the provisions of Article 53 shall apply, and the driver is entitled to pay for all delay time until he returns to the home terminal, except for free time and/or meal time as permitted under this Article

ARTICLE 54. THROUGH RUNS

Section 1. Hourly Rates

(Subject to the hiring rates as provided in Article 52, Section 1.)

	Per Hour
Effective 4/1/19	\$23.05
Effective 4/1/20	\$23.75
Effective 4/1/21	\$24.10
Effective 10/1/21	\$24.45
Effective 4/1/22	\$24.85
Effective 10/1/22	\$25.25
Effective 4/1/23	\$25.65
Effective 10/1/23	\$26.05

Section 2.

On all through runs there shall be a minimum guarantee for miles driven, delays and work performed of eight (8) hours' pay at current minimum hourly rate set out above. Where pay for miles driven, delay and work performed exceeds the eight (8) hours minimum he shall be paid the greater. There is no free time on through runs.

ARTICLE 55. SUBSEQUENT RUNS

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

The driver will be guaranteed a minimum of eight (8) hours' pay for all miles driven, delay and work performed for the entire tour of duty. Where pay for miles driven, delay and work performed exceeds the eight (8) hour minimum, he shall be paid the greater. It is understood the driver must have available hours to make the subsequent turnaround run and if the Company fails to get him home in the same tour of duty he will be entitled to be paid for all time de-

layed until he returns to his home terminal, however, this shall not apply to drivers taking statutory rest as a result of breakdown or impassable highway on the subsequent run.

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

ARTICLE 56. TWO-MAN OPERATION

Section 1. Mileage Rate of Pay

(Subject to the hiring rates as provided in Article 52, Section 1.)

The following rate of pay shall prevail for the two-man operation:

Two-Man Rate—All Units (including Bobtail), Except Twin Trailer

	Per Mile
Effective 4/1/19	59.006¢
Effective 4/1/20	60.756¢
Effective 4/1/21	61.631¢
Effective 10/1/21	62.506¢
Effective 4/1/21	63.506¢
Effective 10/1/22	64.506¢
Effective 4/1/21	65.506¢
Effective 10/1/23	66.506¢

Single Man Rate

	Per Mile
Effective 4/1/19	29.503¢
Effective 4/1/20	30.378¢
Effective 4/1/21	30.816¢
Effective 10/1/21	31.253¢
Effective 4/1/22	31.753¢
Effective 10/1/22	32.253¢
Effective 4/1/23	32.753¢
Effective 10/1/23	33.253¢

Twin-Trailer (30 Feet or Less)

	Per Mile
Effective 4/1/19	59.877¢
Effective 4/1/20	61.627¢
Effective 4/1/21	62.502¢
Effective 10/1/21	63.377¢
Effective 4/1/22	64.377¢
Effective 10/1/22	65.377¢
Effective 4/1/23	66.377¢
Effective 10/1/23	67.377¢

Single Man Rate

	Per Mile
Effective 4/1/19	29.939¢
Effective 4/1/20	30.814¢
Effective 4/1/21	31.251¢
Effective 10/1/21	31.689¢
Effective 4/1/22	32.189¢
Effective 10/1/22	32.689¢
Effective 4/1/23	33.189¢
Effective 10/1/23	33.689¢

Section 2. Pickup and Delivery and Delay Time

The rate of pay for pickup and delivery or delay time shall be as follows:

(Subject to the hiring rates as provided in Article 52, Section 1.)

	Per Mile
Effective 4/1/19	\$23.05
Effective 4/1/20	\$23.75
Effective 4/1/21	\$24.10
Effective 10/1/21	\$24.45
Effective 4/1/22	\$24.85
Effective 10/1/22	\$25.25
Effective 4/1/23	\$25.65
Effective 10/1/23	\$26.05

Both drivers on two-man operations shall receive the full hourly rate of pay on all delay making pickups and deliveries. Full allowance shall also apply on breakdown, layover, impassable highways and deadheading time and for lodging, etc., as specified elsewhere in this Agreement for both men.

Each driver shall receive fifteen (15) minutes pay for each fuel stop enroute between terminals. Drivers shall also receive pay for time spent taking on fuel and oil at terminals

Section 3.

There shall be no two-man operation on runs less than five hundred (500) miles with a one thousand (1,000) mile round trip except as provided below:

(a) The outbound dispatch of more than four hundred (400) miles but less than five hundred (500) miles cannot be driven in ten (10) hours, or;

(b) The team is given a turn-around trip in which the distance is more than four hundred (400) miles on the outbound and eight hundred (800) miles on the round trip. On such trip the drivers must be given the dispatch for the entire trip and the free time on layover is forfeited with the drivers receiving pay for all delay on the entire trip. The Employer shall advise the Local Unions when and which board shall be dispatched to terminals beyond the 400 mile radius of the home terminal that can be made in one (1) ten (10) hour tour of duty.

Each sleeper driver shall be paid eight (8) hours minimum pay at the hourly rate specified in Article 56, Section 2, for all work performed during each tour of duty. The term "all work performed" shall include the applicable trip or mileage rate, trailer drop and/or pickup, pickup and/or delivery time, delay time and breakdown time. A tour of duty for a sleeper driver is from the time the driver is put on duty until relieved of duty at destination or home terminal.

Section 4. Sleeper Cab Operations

Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper

cabs over the same route where he has established relay runs or through runs unless all bids are protected, except to move an unusual or overflow of freight, and in such event drivers employed on relay runs or through runs shall have full guarantee preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate set forth in this Article for all time spent on such relay route.

Section 5. Layover

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

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

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

Section 6.

The layover provision of this Article shall apply at only one (1) away-from-home terminal, and all times spent at all other points touched on a round trip from the home terminal, exclusive of meal time is to be paid for at the full hourly rate to each man. On any dispatch from home terminal, the destination point at which the layover provisions of this Agreement shall apply, shall be designated at

time of departure and shall not be changed except that drivers dispatched to other than Company terminals, shall call as instructed to find out their destination point and such first (1st) destination point shall be his layover point.

When driver teams are dispatched to customer points for destination, the following conditions must be met:

1. Drivers must be given the following instructions in writing before departing home terminal. "Call when unloaded or if not unloaded by _____ on _____."
2. Drivers must be given their layover point the first (1st) time they call in accordance with instructions.
3. Drivers cannot be dispatched through a Company terminal to switch trailers and then to a customer point for destination.
4. Drivers cannot be broke short of instruction point except in the event a strike occurs after dispatch.

Drivers will be advised within twenty (20) minutes after arrival at the destination whether they will turn or be relieved of duty. If drivers are advised they will turn, they will receive pay for all time delayed. If drivers are relieved of duty within twenty (20) minutes they will be furnished lodging and be placed on layover, effective from time of arrival.

When the Local Union and a majority of the road drivers at a terminal agree to it, the Company may advise drivers that they are on a "turn" and the Company will have up to an hour and one-half (1 1/2) free time to hook the unit and prepare the bills. If the team is not dispatched within the hour and one-half (1 1/2) they will receive pay for all time including the first hour and one-half. If during the course of hookup, breakdown develops or it is overweight the Company will be permitted to send the drivers to lodging but will be required to pay for all delay time up to the time the drivers are relieved of duty. Their layover period will start from the arrival time. Past practice shall prevail, unless changed by mutual agreement.

All sleeper teams must be sent to their home terminal on the third (3rd) dispatch unless otherwise agreed to. Where there is a need for vias it will be governed by "dispatch rules" for two-man operation, which are set out in Section 14.

It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8) hour rest period.

Section 7.

Bedding and fresh linen for sleeper cabs. (Subject to Article 8 Section 8h.)

Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.

When ordering new sleeper cab equipment, the Employer shall give consideration to the size of the sleeper berth and shall notify the Unions affected as to the size of the sleeper berth. Any dispute concerning the size of the sleeper berth shall be subject to the grievance procedure.

1964 sleeper equipment and all new equipment for sleeper operations must be provided with air conditioning or a mechanical cooling system and heating appliances. In the event of mechanical failure of such air conditioning and heating appliances, repairs shall be made at the first point of repair enroute where qualified service is offered but drivers will not receive breakdown pay for repairs to air conditioner enroute.

The off-duty driver's seat in a sleeper cab tractor shall not be less than the standard as to width and depth installed by manufacturer at time of delivery.

Section 8.

(a) Where driver teams are once established it is understood that they are not to be separated unless mutually agreed to by the Company, the Union, and the driver team involved except in case of emergency or reduction in force.

(b) The drivers may, by agreement among themselves, switch partners within the same area board after approval by the Company and Union. Drivers may go on the extra board at their request but shall remain on the extra board for one (1) year or unless there is a vacated or new run or where there are annual bids for partners.

(c)

1. It is understood no established team can be required to split to move equipment at the home terminal except on a voluntary basis. The Company will offer the "split team dispatch" to the first ten (10) teams on the lineup. If none of the teams offered this work want to split the Company will be permitted to dispatch the first (1st) two (2) extra board drivers and there will be no claim for runaround by the established teams on the board.

At destination terminals the Company will offer the "split team dispatch" in order as they appear on the lineup with the understanding the bottom team will be required to split but this will not affect the layover pay of the teams declining to split.

It is further understood if drivers do split they will receive single operation rate each and will be paid for delay to pick up the necessary hours to drive if the split is for only part of the dispatch from origin to destination or part of the dispatch from destination to home terminal.

At no time will an employee be paid for statutory time if the split is for the entire dispatch.

Drivers can be dispatched to an intermediate point to split for the duration of the trip to or from the destination.

Example: Charlotte based team could be dispatched as a team from New York to Danville, Virginia to split provided they remain split until they reach Charlotte.

Charlotte based team could not be dispatched as a team from New York with instruction to split at Philadelphia and team back at Richmond, Virginia.

2. An extra board driver cannot be required to ride with another road driver and vice versa provided, however, he has made at least one (1) trip with such driver and has notified the Company by letter, with a copy to the Union, giving reason why he does not want to be dispatched with such driver. This letter must be received by the proper official of the Company and the Union prior to being called for dispatch. Such driver shall have no claim for runaround as a result of the Company calling another driver.

Section 9.

The Union and the Employer may mutually agree to an advance notice procedure. If no agreement is reached the following procedure shall apply: Drivers who are off at the home terminal shall receive a clearance time if requested by the driver. If the Company needs the driver earlier than the clearance time given an effort will be made to locate the driver. If the driver is unavailable he will maintain his position on the board and the Company will not be obligated to call the driver again prior to the clearance time given, and the driver shall have no claim for runaround.

Section 10.

Only two (2) men shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event shall a master driver be in the cab in addition to the two (2) regular drivers, for more than 300 miles or ten (10) hours.

Section 11.

On two-man operations, employee, after being released from duty, shall not be compelled to report to work at home terminal until he has had ten (10) hours off-duty time, excluding locating time and reporting time.

Section 12.

In the event the Company and the Local Union are unable to agree to a mark-off procedure the following shall apply:

TWO-MAN AND EXTRA BOARD DRIVERS

1. After completion of two (2) trips the drivers will be entitled to thirty-six (36) hours off. The drivers may waive the thirty-six (36) hours off, and then;

2. After completion of four (4) trips the drivers will be entitled to forty-eight (48) hours off. The drivers may waive the forty-eight (48) hours off, and then;

3. After completion of six (6) trips the drivers will be entitled to seventy-two (72) hours off. Where drivers fail to exercise time off privilege after six (6) trips they shall forfeit such time off, and the cycle will revert back to paragraph 1.

Time off privileges may be exercised only at the completion of the second (2nd), fourth (4th), or sixth (6th) trips.

Where only one driver of an established team marks off for any reason, he shall remain off until his partner returns to the home terminal, except as otherwise mutually agreed. In those instances where an extra board driver makes a combination of single operation and sleeper operations trips, the driver(s) will earn two (2) tours for a complete sleeper trip.

Section 13.

Where the majority of over-the-road drivers, at any particular terminal, vote to change the present dispatch procedure to provide for trip selection, the following shall apply after notification by the Local Union:

The Company will group trips in one (1) hour blocks and drivers will have choice of trips available for dispatch during such one (1) hour periods. Trip selection will be made based on:

a. arrival time and position on board, or:

b. seniority among the drivers who are eligible to select, but arrival time and position on board will determine who is to be called. The drivers may also request the selection to be made at the time of call rather than at the dispatch window. If the drivers vote for selection to be made at the

time of call and it becomes necessary due to service commitment to change the loads in the dispatch block after the drivers are called and have selected their loads, selection will be made at the window.

Section 14.

A.B.C. DISPATCH

Driver teams will be dispatched on an A-B-C principle which is outlined below:

Dispatch A—Team is given their layover point at time of dispatch except as provided in Section 6, paragraph 1. Vias are to be designated at time of dispatch.

Where the distance from origin to a via point is further than the distance from origin to the destination, this shall constitute Dispatch A and Dispatch B, but the layover provisions shall apply at the destination of Dispatch B.

Dispatch B – Team may be given a second (2nd) dispatch with vias provided they are not dispatched beyond the home terminal and are named at the time of dispatch. If the dispatch is broken at the via point it will constitute a violation.

Dispatch C—On third (3rd) dispatch team must be dispatched home with vias permitted provided they are in the general direction of the home terminal and are given at the time of dispatch. The Company will be permitted to add two (2) vias provided from such second (2nd) via point the drivers are dispatched directly home. The distance from the added via point to home terminal cannot be greater than the distance from the via point at which the via is added to home terminal. The via cannot be beyond home terminal. The driver may be given one (1) leg on “C” dispatch that exceeds the direct distance provided there is no violation of the zones or provision on added vias not being greater in distance than from the point the via is added.

Vias set forth in the first (1st), second (2nd) and third (3rd) dispatches above shall be defined as being “general direction from point of dispatch to destination and not beyond but not necessarily a straight

line.” At no time will the leg of the via exceed the direct distance of the dispatch except:

1. On the outbound in which the Company elects to combine “A” and “B” dispatches.
2. If the Company has combined “A” and “B” dispatches to get the driver to his destination the driver may be given one (1) leg on “C” dispatch that exceeds the direct distance provided there is no violation of the zones or provision on added vias not being greater in distance than from the point the via is added.
3. On “A” and “C” dispatch with a via in North and South Carolina and the team is traveling in a general sweeping direction toward their destination or home terminal provided there is no violation of the zones or the provision on added vias not being greater in distance than from the point the via is added.

Nothing contained in this Section will prevent a Company and a Local Union from mutually agreeing to some other arrangement on “via” dispatches.

Any violation of the A-B-C Dispatch will entitle the drivers to four (4) hours penalty pay each.

A team may not be dispatched to a point which requires the team to go through their domicile city (15 mile) radius, except where agreed otherwise.

(a) In the jurisdiction of Local 61, Local 71 and Local 391, the following points shall be “beyond the home terminal”.

EAST OPERATION

All points south of the North Carolina-South Carolina line.

WEST OPERATION

All points east of the following highways: South on Interstate 95 beginning at the Virginia-North Carolina line and continuing to the

South Carolina-Georgia line. It is understood the Rocky Mt., North Carolina terminal is east of such line. Fayetteville, N.C. and Darlington is west of such line.

SOUTH OPERATION

All points north of the North Carolina-South Carolina line except those points and places in an imaginary arc in North Carolina beginning where Route 441 crosses the North Carolina-South Carolina line, thence to Asheville, North Carolina, thence to Hickory-Conover, North Carolina and thence to Charlotte, North Carolina (except agreement on refrigerated freight).

(b) In the jurisdiction of Local 28 and Local 509 the following points shall be "beyond the home terminal." **EAST OPERATION**
All points south of the South Carolina-Georgia line.

WEST OPERATION

All points east of the following highways: South on Route 220 beginning at the North Carolina-South Carolina line, to Route 52, south on Route 52 to Route 95 and south on Route 95 to the South Carolina-Georgia line.

SOUTH OPERATION

All points north of the North Carolina-South Carolina line.

MEMO OF UNDERSTANDING

On the "C" dispatch, the Company will be allowed to add VIA(s) that are within a 75 mile radius of Cherryville, NC. Such VIA(s) will not constitute a violation of the leg or radius restriction.

Example: Where a team in Chicago is dispatched on "C" dispatch "Chicago to Cherryville VIA Atlanta," at Atlanta the Company will be permitted to add Gastonia and/or Charlotte as a VIA.

Section 15.

It is agreed the Company will post for bid sleeper team runs. Such bids may include multiple cluster points such as all terminals in Louisiana and Mississippi. The bid will control the dispatch to the destination but such drivers may be dispatched on "B" and "C" legs outside the bid area the same as other sleeper team drivers. The number of bids will be controlled by the flow of freight to and from such points and/or areas but in no event will the number exceed seventy-five percent (75%) of trips moving to and from such point and/or cluster area. The Company and Local Union will agree on the manner in which the bids back up each other, including the extra board to insure the orderly movement of freight. Disagreements will be subject to grievance.

ARTICLE 57. VACATIONS

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, and twelve (12) consecutive working days where they have been employed two (2) years or more. Employees shall receive a vacation with pay of eighteen (18) consecutive working days where they have been employed eight (8) years or more. Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more. Employees shall receive a vacation with pay of thirty (30) consecutive working days where they have been employed twenty (20) years or more. Effective for vacations to be taken in the year beginning January 1, 2019, six (6) weeks vacation after thirty (30) or more years of service with thirty-six (36) working days with pay.

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

It is understood that during the first (1st) year of employment the employee must have worked sixty percent (60%) of the total work-

ing days in order to obtain his vacation and must have been employed for the full year. During the second (2nd) and subsequent years, the man 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. No more than one (1) vacation will be earned in any twelve (12) month period. Paid vacation and paid holidays (while on active status) not worked will be counted as days worked toward 60% qualifications for vacation.

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 at least 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 4. 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. When an employee elects to split a week of vacation into one or more day(s) increments, his vacation pay for that week shall be determined in accordance with Section 2. However, he shall be paid one-sixth (1/6th) of that week's vacation pay when each day of that vacation is taken.

Time lost due to sickness or injury shall be considered days worked but shall not be included in computation to determine average daily earning. This shall not apply where an employee has been off due to sickness or injury fifty percent (50%) or more of the total working days during any twelve (12) month period.

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 2.

full week's vacation pay shall be computed on the basis of one fifty-second (1/52nd) of the employee's earnings for the preceding

calendar year except that for the first (1st) year the employee's anniversary year earnings shall be used in computing vacation 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) available for work in a non-laid off status and not offered work;

(c) retirement;

(d) 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 188 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.

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

It is further agreed that any Employer that has not permitted the employees to split their vacations in the past shall allow any employee with two (2) or more weeks of earned vacation to split such vacation in not less than one (1) week increments.

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

Section 4.

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 classification shall be permitted to go on vacation.

There will be no bumping of vacation selection within thirty (30) days of the commencement of the scheduled vacation period.

INTERPRETATION

The following interpretation shall apply to the vacation clause of the Over-the-Road provisions of this Supplement:

1. The 60% means that an employee must have actually worked 188 days during his anniversary year to earn a vacation with pay; except, where an employee has been off due to sickness or "off the-job" injury 50% or more of the total working days during his anniversary year the employee must actually work 156 days during his anniversary year to earn a vacation with pay; except, when an employee is off due to an "on-the-job" injury and is unable to actually work 156 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 his 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.

Examples: "on-the-job" injury

(a) Anniversary 1/1/70 to 12/31/70. Injured 12/1/70, due full vacation as he had worked 188 days in anniversary year. If in 1971 he is still out until end of year he is entitled to vacation, as no off day or days were used in the 1970 anniversary year. If injury continues he can no longer use lost time toward qualifying for vacation after 1971.

(b) Anniversary 1/1/70 to 12/31/70. Injured on 5/1/70. Actually worked 130 days, so used 58 days off to qualify for vacation in 1970. In 1971 still out and did not actually work 156 days, so he is not entitled to vacation since cannot use off days in 1971.

2. Vacation pay shall be computed by dividing the employee's earnings of the last calendar year by fifty-two (52) to determine one week's earnings and then multiplying by the number of weeks earned vacation. There shall be no exceptions to the above unless an employee is out of work because of his proven illness or injury resulting in inability to work for a cumulative period for four (4) weeks or more as evidenced by a doctor's certificate filed with the Company when returning to work if required by the Company. Any period of illness or injury less than one (1) week (7 days) duration shall not be used to make up the four (4) weeks. When such conditions occur then the actual annual earnings for the calendar year involved shall be divided by fifty-two (52) less the number of weeks of proven illness or injury as outlined above.

This does not affect the conditions governing an employee's qualifying for vacation.

At the time vacation is taken, vacation pay for employees who have cross-bid from the City Cartage operation to the Over-the-Road operation under the provisions of Article 42, Section 2 of the City Cartage Supplemental Agreement shall be calculated and paid under the provisions of this Article.

ARTICLE 58. HOLIDAYS

The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay: 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. Regular road drivers performing work on the holidays stated above shall be paid twelve (12) hours holiday pay in addition to any monies earned by the employees on such holiday.

In order to qualify for holiday pay, an employee must work a part of either the day before, the day of, or the day after the holiday, if requested to do so, and has not exhausted his hours of work or is unable to work on account of proven illness, or unless absence is mutually agreed to.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay. 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) months of accumulative absence due to occupational injury.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be the equivalent to eight (8) hours at the straight-time hourly rate specified in the contract. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

ARTICLE 59. HEALTH AND WELFARE

Effective August 1, 2018, the contribution of four hundred and one dollars and thirteen cents (\$401.13) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the contribution rate increases due each year of the Agreement, the Supplemental Negotiating Committees shall allocate the following contribution rate increases to the Health and Welfare Fund. Due August 1, 2019, the Supplemental Negotiating Committees shall allocate forty-cents per hour (\$0.40 per hour); due August 1, 2020, the Supplemental Negotiating Committees shall allocate forty-two cents per hour (\$0.42 per hour); due August 1, 2021, the Supplemental Negotiating Committees shall allocate forty-five cents per hour (\$0.45 per hour); due August 1, 2022, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour); and due August 1, 2023, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour).

Once a Fund issues a determination that an increase is reasonably necessary to maintain benefits in a given year, the increase shall become due and owing upon written notice from the Fund to the Employer. The Article 20 approval process is no longer required. If the Employer refuses to honor a request for an increase from the applicable Fund, the matter shall proceed directly to the National Grievance Committee for consideration. If the National Grievance Committee deadlocks, the request of the Fund shall prevail and be honored by the Employer. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

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 60. PENSION FUNDS

Effective August 1, 2018, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty-one dollars and thirty-one cents (\$21.31) per day or tour of duty either worked or compensated, to a maximum of one hundred and six dollars and fifty-five cents (\$106.55) 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, 2019 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall continue to make contributions to the applicable pension funds or 401(k) plan at the rate in effect as of March 31, 2019 for the duration of the agreement, under the terms/conditions currently in effect. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases from the Employer, such contribution rate increases shall be payable up to a maximum of eight percent (8%) annually.

If any Pension Fund rejects this Agreement because of the Employer's level of contributions and terminates the Employer's participation in the Fund, the contract shall be reopened and TNFINC shall have the right to take economic action in support of its position.

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 61. FUNERAL LEAVE

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

Step father, mother, brother, sister, and step children will be eligible for funeral leave as described above per the Guidelines adopted by the National Grievance Committee on January 31, 1980.

Regular employees will be granted one (1) day off with pay to attend the funeral of a grandparent.

ARTICLE 62. STEEL HAUL ONLY

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

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

ARTICLE 63. PROTECTIVE APPAREL

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 64. TERM OF SUPPLEMENT

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this_____ day of _____, 2019, to be effective as of April 1, 2019, 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
Ernie Soehl, Co-Chairman

**CAROLINA FREIGHT COUNCIL
Union Negotiating Committee**

Stephen Bishop, Chairman
Jeff Cartee, Local Union 509
Jody Whitlock, Local Union 391

For the Employers:

TRUCKING MANAGEMENT, INC.

Gary Quinn, Co-Chairman

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

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

YRCW CAROLINA FREIGHT COUNCIL AUTOMOTIVE MAINTENANCE SUPPLEMENTAL AGREEMENT



**For the Period of April 1, 2019
through March 31, 2024**

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CAROLINA FREIGHT COUNCIL AUTOMOTIVE MAINTENANCE SUPPLEMENTAL AGREEMENT

**FOR THE PERIOD
APRIL 1, 2019 TO MARCH 31, 2024**

PREAMBLE

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

_____(Company) hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Automotive Maintenance Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2019 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 in-

volved. 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.

Section 5.

The employer will post and maintain a ninety (90) day notice alerting employees when their DOT credentials expire in order to help them maintain their operating privilege.

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. The company must consider voluntarily transfer in this supplement between terminals in North and South Carolina made in writing before hiring to fill a vacancy or opening in terminal(s). Failure of any party as described in the Eastern Region review decision of June 2017 will subject the issue to the grievance machinery.

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 repre-

sentatives. 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 Employers 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 Employers 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 Employers 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 Employers 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 Employers 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 ques-

tions 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.

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

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.

Any employee who has payroll shortage of seventy-five dollars (\$75.00) gross or more will be corrected within three (3) business days (excluding Saturdays, Sundays, and Holidays) following the employee notifying the Company in writing. The Company through direct deposit or by draft will correct the payroll errors and pay the affected employee within three (3) business days (excluding Saturdays, Sundays, and Holidays). Failure to correct as described above will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays, and Holidays) until corrected.

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. Should a federal or state-of-emergency be declared, the employees that are not able to report to work will not be charged as unexcused. Employees desiring pay sick/personal time during state-of-emergency should request the same.

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:

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, 2019 – 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

Effective August 1, 2018, the contribution of four hundred and one dollars and thirteen cents (\$401.13) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the contribution rate increases due each year of the Agreement, the Supplemental Negotiating Committees shall allocate the following contribution rate increases to the Health and Welfare Fund. Due August 1, 2019, the Supplemental Negotiating Committees shall allocate forty-cents per hour (\$0.40 per hour); due August 1, 2020, the Supplemental Negotiating Committees shall allocate forty-two cents per hour (\$0.42 per hour); due August 1, 2021, the Supplemental Negotiating Committees shall allocate forty-five cents per hour (\$0.45 per hour); due August 1, 2022, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour); and due August 1, 2023, the Supplemental Negotiating Committees shall allocate fifty cents per hour (\$0.50 per hour).

Once a Fund issues a determination that an increase is reasonably necessary to maintain benefits in a given year, the increase shall become due and owing upon written notice from the Fund to the Employer. The Article 20 approval process is no longer required. If the Employer refuses to honor a request for an increase from the applicable Fund, the matter shall proceed directly to the National Grievance Committee for consideration. If the National Grievance Committee deadlocks, the request of the Fund shall prevail and be honored by the Employer. Failure to comply within seventy-two (72) hours shall constitute an immediate delinquency.

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

Effective August 1, 2018, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty-one dollars and thirty-one cents (\$21.31) per day or tour of duty either worked or compensated, to a maximum of one hundred and six dollars and fifty-five cents (\$106.55) 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, 2019 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall continue to make contributions to the applicable pension funds or 401(k) plan at the rate in effect as of March 31, 2019 for the duration of the agreement, under the terms/conditions currently in effect. The Employer shall execute all documents and participation agreements required by each Fund to maintain participation. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases from the Employer, such contribution rate increases shall be payable up to a maximum of eight percent (8%) annually.

If any Pension Fund rejects this Agreement because of the Employer's level of contributions and terminates the Employer's participation in the Fund, the contract shall be reopened and TNFINC shall have the right to take economic action in support of its position.

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 per-cent (20%) of the employees as helpers, but at least one in each de-partment even though this may require an employee who has quali-fied 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, pump-ing fuels, changing oils, filling radiators, servicing lights, tire chang-ing 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 equip-ment, 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 com-pany 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

Journeyman Mechanics

	Per Hour
Effective 4/1/19	\$23.19
Effective 4/1/20	\$23.89
Effective 4/1/21	\$24.24
Effective 10/1/21	\$24.59
Effective 4/1/22	\$24.99
Effective 10/1/22	\$25.39
Effective 4/1/23	\$25.79
Effective 10/1/23	\$26.19

Trailer Journeyman

	Per Hour
Effective 4/1/19	\$23.10
Effective 4/1/20	\$23.80
Effective 4/1/21	\$24.15
Effective 10/1/21	\$24.50
Effective 4/1/22	\$24.90
Effective 10/1/22	\$25.30
Effective 4/1/23	\$25.70
Effective 10/1/23	\$26.10

Helper

	Per Hour
Effective 4/1/19	\$22.93
Effective 4/1/20	\$23.63
Effective 4/1/21	\$23.98
Effective 10/1/21	\$24.33
Effective 4/1/22	\$24.73
Effective 10/1/22	\$25.13
Effective 4/1/23	\$25.53
Effective 10/1/23	\$25.93

Garagemen

	Per Hour
Effective 4/1/19	\$22.86
Effective 4/1/20	\$23.56
Effective 4/1/21	\$23.91
Effective 10/1/21	\$24.26
Effective 4/1/22	\$24.66
Effective 10/1/22	\$25.06
Effective 4/1/23	\$25.46
Effective 10/1/23	\$25.86

Parts Clerks

	Per Hour
Effective 4/1/19	\$23.02
Effective 4/1/20	\$23.72
Effective 4/1/21	\$24.07
Effective 10/1/21	\$24.42
Effective 4/1/22	\$24.82

Effective 10/1/22	\$25.22
Effective 4/1/23	\$25.62
Effective 10/1/23	\$26.02

Parts Helpers

	Per Hour
Effective 4/1/19	\$22.72
Effective 4/1/20	\$23.42
Effective 4/1/21	\$23.77
Effective 10/1/21	\$24.12
Effective 4/1/22	\$24.52
Effective 10/1/22	\$24.92
Effective 4/1/23	\$25.32
Effective 10/1/23	\$25.72

Casual Employees

	Per Hour
Effective 4/1/19	\$19.29
Effective 4/1/20	\$19.89
Effective 4/1/21	\$20.18
Effective 10/1/21	\$20.48
Effective 4/1/22	\$20.82
Effective 10/1/22	\$21.16
Effective 4/1/23	\$21.50
Effective 10/1/23	\$21.84

New Entry Rates

Effective April 1, 2019 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:

(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 ninety-five percent (95%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years one hundred percent (100%) of the current rate.

Regular, full-time employees in these two categories who currently are in progression also shall be moved to one hundred percent (100%) of the applicable wage rate effective April 1, 2019.

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

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, 2019, 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.

April 1, 2019	\$400.00
April 1, 2020	\$400.00
April 1, 2021	\$400.00
April 1, 2022	\$400.00
April 1, 2023	\$400.00

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

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 as-

signed 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 workaroud.

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.

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.

Step father, mother, brother, sister, and step children will be eligible for funeral leave as described above per the Guidelines adopted by the National Grievance Committee on January 31, 1980.

Regular employees will be granted one (1) day off with pay to attend the funeral of a grandparent.

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 part-time 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 in-

clude 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 employer to violate any applicable law.

Section 9. Pension Fund

Effective August 1, 2019, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per

hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

ARTICLE 63. 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 _____, 2019 to be effective as of April 1, 2019 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
Ernie Soehl, Co-Chairman

**CAROLINA FREIGHT COUNCIL
Union Negotiating Committee**

Stephen Bishop, Chairman
Jeff Cartee, Local Union 509
Jody Whitlock, Local Union 391

For the Employers:

TRUCKING MANAGEMENT, INC.

Gary Quinn, Co-Chairman

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

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

