

The Employer Committee reserves the right to add to, delete from or modify any proposals during the course of bargaining.

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

All Wages, Mileage Rates and economic issues subject to National Agreement in all Articles

ARTICLE 40 – SCOPE OF AGREEMENT

Section 1. Operations Covered---NO CHANGE

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:~~

During a normal bid workweek for a City Employee:

- (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

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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.

For weekend work, outside normal city bid days:

- a. **City employees, on a voluntary basis, may be called for road work from EOL locations or at locations with a road domicile.**
- b. **Work will be offered in seniority order, based on qualifications and available hours of service.**
- c. **Runs may be turns or laydown runs, based on available hours of service for the employee.**
- d. **Employees that accept this extra work must use the 34-hour reset and must be able to protect their next city bid.**
- e. **If the employee runs a laydown, they must be returned to their home domicile after the first bed point.**
- f. **All runs will be paid per the applicable over-the-road agreement**

Section 3. Supervisory Personnel---NO CHANGE

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. The Employer may subcontract local cartage work, including pickups and deliveries, when all regular employees at a particular location are either working, have been offered work or are scheduled to work, except in no event shall road work presently performed or runs established during the life of this agreement be farmed out. No dock work shall

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be farmed out except for existing situations established by agreed to past practices. Over flow loads maybe delivered pursuant to the provisions of Article 29. Loads may also be delivered by other agreed-to methods or as presently agreed to. Other persons performing subcontracted work which is permitted herein shall receive no less than the equivalent of the economic terms and conditions of this agreement and the applicable supplement. 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.

It is a violation of Article 32 for the Employer to knowingly subcontract bargaining unit work to be performed by a subcontractor while any regular scheduled or regular unscheduled employees including "shapes" or percenters are on layoff unless they have been offered and refused such work (or attempt to contact the employee is unsuccessful, which shall be verified). **Employees on layoff who have signed documentation to not be called for extra work during layoff period are not subject to call.**

Remainder of Article 40—NO CHANGE

ARTICLE 41 – ABSENCE ----NO CHANGE

Sections 1 – 4 ----NO CHANGE

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 maintain**

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a ninety (90) day notice alerting employees when their DOT credentials expire in order to help maintain their operating privileges.

ARTICLE 42 – SENIORITY

Section 1.---NO CHANGE

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.

The position of Training other employees is not subject to bid Seniority. Being as proper training of employees is the responsibility of the Company, the Company reserves the right to designate its own trainers. The Company recognizes that retired Union Employees can offer job training as well as guidance on working for a Unionized Company. These retired employees shall be given due consideration as Trainers for the Driver Development Program (DDP) and if so chosen, these employees will be paid at the prevailing 100% CDL rate.

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.

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.

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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.---NO CHANGE

Section 4.---NO CHANGE

Section 5.---NO CHANGE

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 **via email**.

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 12:01A.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

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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 or refuses 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 or refused three (3) work calls, and is being removed from the call list.

Where the laid-off 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.

Remainder of Article 42---NO CHANGE

ARTICLE 43 – GRIEVANCE MACHINERY---NO CHANGE

ARTICLE 44 – GRIEVANCE MACHINERY AND UNION LIABILITY ---NO CHANGE

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 emailed 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

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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 **emailed to** 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.

Remainder of Article 45—NO CHANGE

ARTICLE 46 – EXAMINATION AND IDENTIFICATION FEES---NO CHANGE

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. **These breaks are not to be combined with other breaks.**

ARTICLE 48 – PAY PERIOD---NO CHANGE

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

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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. **Reporting late for work breaks the daily guarantee. Reporting to work later than 30 minutes may result in the employee being sent home with loss of daily wages.**

Any employee who has an agreed to payroll shortage of seventy-five dollars (\$75.00) gross or more for work performed will be corrected by direct deposit or station draft within two (2) business days (excluding Saturdays, Sundays and Holidays) following the employee notifying the Company in writing. Failure to correct as described 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)---NO CHANGE

ARTICLE 50 – VACATIONS

Section 1.

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

Section 1(a): Employees will begin earning vacation under the new vacation eligibility scheduled effective with their vacation anniversary date that begins on or after April 1, 2018. The new vacation eligibility schedule shall be the vacation eligibility schedule in the applicable 2008 to 2013 supplemental agreements.

Section 1(b): Vacation for anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior vacation schedule and will be subject to the terms of that bargaining agreement and will not be affected. No employee shall be subject to the loss of more than one (1) week of vacation per vacation anniversary year earned from April 1, 2013 to March 31, 2018.

Sections 2 – 3---NO CHANGE

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)~~ **three (3)** 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 6. Seniority will control when more requests are made than can be permitted to be off

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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.

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, **Martin Luther King Jr. Day**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, ~~Employee's Birthday and employment anniversary date~~ **and two (2) Personal Holidays. Employees must schedule their two (2) personal holidays seven (7) days in advance, subject to 15 % vacation rule.**

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. **The six (6) hour minimum is not to be construed as meaning that an employee can leave at six(6) hours if work is available.**

Section 3.---NO CHANGE

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. **Regarding back-to-back holidays, the employee shall be required to work the day before and the day after such holiday when requested to do so. Failure to work the day prior to a dual holiday shall result in the loss of the first holiday day; failure to work the day after the holiday shall result in the loss of the second holiday day.**

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

Section 5.---NO CHANGE

Section 6.---NO CHANGE

Section 7.---NO CHANGE

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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. ~~Birthdays falling on Sunday will be observed on Sunday unless otherwise mutually agreed to.~~

Section 9.---NO CHANGE

~~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. **In the event of a death of a grandparent, a regular employee shall be entitled to one (1) day off with pay to attend the funeral.**

ARTICLE 53 - HEALTH AND WELFARE

Contribution Rates are Subject to the National Economic Settlement

“Effective August 1, ~~2017~~ **2022**, the contributions of three-hundred and eighty-five dollars and fifty-three cents (~~\$385.53~~) **TBD** was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. Per the ABF National Economic Settlement the fixed guaranteed contribution increases for this agreement are:

~~August 1, 2018 — increase of \$0.39 per hour~~

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~~August 1, 2019 — increase of \$0.40 per hour~~

~~August 1, 2020 — increase of \$0.42 per hour~~

~~August 1, 2021 — increase of \$0.50 per hour~~

~~August 1, 2022 — increase of \$0.50 per hour~~

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.

In the case of an employee whose illness or off-the-job injury triggers the full weekly contribution(s) as described above but does not trigger a full week contribution at the onset of the absence (the employee only works on or two days in the week the illness or off the job injury occurs), if notified of the shortage, the employer will first apply eligible paid time off to meet the three (3) punch requirement and if the employee does not have sufficient paid time off will make a full weekly contribution for the week but shall not exceed the four (4) week period of contributions for the total illness/injury. This does not change the three-punch contribution trigger currently required.

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

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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 54 – PENSION FUNDS

Contribution Rates are Subject to the National Economic Settlement

“Effective August 1, ~~2017~~ 2022 the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of sixty-eight dollars and forty cents (\$68.40) per day or tour of duty either worked or compensated, to a maximum of three-hundred forty-two dollars (\$342.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. ~~Per the ABE National Economic Settlement, all Pension Contribution rates shall be frozen at those rates required by the applicable Pension Fund as of March 31, 2018 for the duration of this agreement.~~—Neither the Company nor any Pension Fund is permitted to require contribution or payments of any assessments, co-pays, fees or surcharges from any employee or Union entity signatory hereto as a result of the frozen rate.

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.

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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. **In the case of an employee whose illness or off-the-job injury triggers the full weekly contribution(s) as described above but does not trigger a full week contribution at the onset of the absence (the employee only works on or two days in the week the illness or off the job injury occurs), if notified of the shortage, the employer will first apply eligible paid time off to meet the three (3) punch requirement and if the employee does not have sufficient paid time off will make a full weekly contribution for the week but shall not exceed the four (4) week period of contributions for the total illness/injury. This does not change the three-punch contribution trigger currently required.**

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

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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---NO CHANGE

ARTICLE 56 – SANITARY CONDITIONS---NO CHANGE

ARTICLE 57 – PROTECTIVE APPAREL----NO CHANGE

ARTICLE 58 – WAGES—Subject to National Economic Settlement

The only changes to Article 58 listed below:

New Entry Rates

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Effective upon ratification 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. **Upon the re-hire of former employees, these employees will start at 100% pay rate. Re-hired employees will be subject to all new hire provisions, including probationary period:**

CDL Qualified Employees and Mechanics that meet Company Standards:

ARTICLE 59 – WORKWEEK AND WORKDAY

Sections 1-- 9--NO CHANGE

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. **This is not taken to mean that an employee can limit the time he/she works to only four(4) hours.**

Sections 11 – 12 ---NO CHANGE

Memorandum (Re: Act of God):---NO CHANGE

ARTICLE 60 –PEDDLE 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.

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Regular peddle run drivers ~~may shall not~~ be required to do platform work, to include the loading and unloading ~~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.

Sections 2 – 7---NO CHANGE.

ARTICLE 61 PART-TIME EMPLOYEES

Sections 1 – 9---NO CHANGE

Section 10. Pension Fund—NO CHANGE--- Subject to National Economic Settlement

**ARTICLE 62 – TERM OF SUPPLEMENTAL AGREEMENT---NO CHANGE
Subject to National Agreement**

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Tentatively Agreed:

William D. Carter
For the Union

Mike Roberts
For the Employer

06/21/2023
Date

6.21.23
Date