

CAROLINA FRIEIGHT COUNCIL OVER-THE-ROAD AGREEMENT

For the Period: ~~April 1, 2018~~ July 1, 2023 to June 30, ~~2023~~ 2028

covering:

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

PREAMBLE

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

ABF Freight System, Inc., hereinafter referred to as the Employer and the Carolina Freight Council and Local Union No. ____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing ~~April 1, 2018~~ July 1, 2023 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

NO CHANGE, EXCEPT AS LISTED BELOW:

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 pickup 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. ~~The conditions of Article 20, Sections (b) and (c) shall apply to all Road drivers within North and South Carolina.~~ 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.

ARTICLE 41. ABSENCE

NO CHANGE, EXCEPT AS LISTED BELOW:

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

ARTICLE 42. SENIORITY

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2.

(c) Newly created runs. Regular bid drivers may go on the extra board at their request after ninety (90) days but cannot bid again unless all runs are put up for bid or unless there is a new run. In addition, after giving up bid, a driver cannot use his/her seniority to fill a hold-down bid.

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. Once awarded a bid, the driver must remain on the bid for a minimum of ~~sixty (60)~~ ninety (90) days before giving up the bid.

(7) When a bid man's run fails to make or is cancelled, he may wait for his next dispatch day, or elect to go to the extra board. The driver may not be forced to the extra board unless the extra board is exhausted. If canceled, a bid can be reinstated within the bid day. One (1) call, verified by Union member, will be made to the driver to inform them of the reinstatement. Any previously canceled bid that elected to go to the extra board will be returned to his bid. Any previously canceled bid that elected to hold for next bid will have the option of running their bid or holding for next bid day. After notifications have been made, the company can resume dispatching loads in the previously cancelled lane without being subject to any runaround claims from the previously canceled bids. 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.

(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. One for one, in this instance is defined as being the total number of destination bid drivers dispatched in a bid day is equal to the total number of foreign drivers dispatched to their home domicile on that day.

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. One for one, in this instance is defined as being the total number of destination bid drivers dispatched in a bid day is equal to the total number of extra domiciled drivers dispatched ahead of destination bid drivers via the bid destination point on that day.

(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~~**240** miles to bid point will be bid five (5) trips with driver's option of sixth (6th) trip.

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 **by email**.

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. **This agreement is to also include that no dispatch is to be left uncovered if a driver on any of the established boards is available. The process of drafting such drivers will be mutually agreed upon by the Company and the Local Union. If no agreement can be reached, then the most junior employee with available hours will be drafted.** Disagreements will be subject to grievance.

ARTICLE 43. GRIEVANCE MACHINERY

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 45. DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION

NO CHANGE, EXCEPT AS LISTED BELOW:

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 **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 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 **emailed to** the Union affected. Warning notices shall have no force or effect after nine (9) months from the date thereof.

ARTICLE 46. EXAMINATION AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 47. MEAL PERIOD

NO CHANGE

ARTICLE 48. LODGING

NO CHANGE

ARTICLE 49. PAY PERIOD

NO CHANGE

ARTICLE 50. PAID FOR TIME

NO CHANGE, EXCEPT AS LISTED BELOW:

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. Upon implementation, any and all delay time claims shall henceforth be computed by the use of Electronic Time Clock (ETC) and Electronic Logging Device (ELD). The ELD and ETC will replace the mechanical time clock for all such purposes for which the mechanical Time Clock was previously used.

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 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 three (3) 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 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 ~~LayA-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. Inclement weather dates which result in a declared "state of Emergency" will not trigger automatic payment of a sick/personal day, unless requested by the employee.

ARTICLE 51. PICKUP AND DELIVERY LIMITATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

SEE NATIONAL ECONOMIC SETTLEMENT

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 or shipment at point of origin and one (1) delivery of a solid load or shipment while enroute or 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.

ARTICLE 52. MILEAGE AND HOURLY RATES

NO CHANGE, EXCEPT AS LISTED BELOW:

SEE NATIONAL ECONOMIC SETTLEMENT

Section 1.

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

Effective first (1st) day of employment ninety percent (90%) of the current rate.

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

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.

ARTICLE 53. TURN-AROUND RUNS

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 54. THROUGH RUNS

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 55. SUBSEQUENT RUNS

NO CHANGE, EXCEPT AS LISTED BELOW:

Where an employee accomplishes an "inbound" through run of less than 400 miles to his home terminal they **can be required to run** ~~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. **When an employee accomplishes an "inbound" through run that is between 400 to 430 miles to his home terminal they may be offered one (1) subsequent road turnaround run upon reaching his home terminal. In such event the inbound through run and subsequent road turnaround run may be coupled for pay purposes.**

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

<u>Effective</u>	<u>Cents</u>
<u>Per Mile</u>	
7/1/18	63.57
23	
7/1/19	64.44
73	
7/1/20	65.44
73	

7/1/21	66.57
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23	
7/1/22	67.82

23	
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Single Man Rate

<u>Effective</u>	<u>Cents</u>
<u>Per Mile</u>	

7/1/18	31.78
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62	
7/1/19	32.22

37	
7/1/20	32.72

37	
7/1/21	33.28

62	
7/1/22	33.91

12	
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Twin Trailer (30 Feet or Less)

<u>Effective</u>	<u>Cents</u>
<u>Per Mile</u>	

7/1/18	64.60
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91	
7/1/19	65.48

41	
7/1/20	66.48

41	
7/1/21	67.60

91	
7/1/22	68.85

91	
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Single Man Rate

<u>Effective</u>	<u>Cents</u>
<u>Per Mile</u>	

7/1/18	32.30
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46	
7/1/19	32.74

21	
7/1/20	
_____	33.24
21	
7/1/21	
_____	33.80
46	
7/1/22	
_____	34.42
96	

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.)

<u>Effective Date</u>	<u>Per Hour</u>
7/1/18	
_____	\$24.9
324	
7/1/19	
_____	\$25.2
824	
7/1/20	
_____	\$25.6
824	
7/1/21	
_____	\$26.1
324	
7/1/22	
_____	\$26.6
324	

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 \$12.00 for dinner.~~

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

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 via's 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.~~

~~4. Drivers may exercise the option of adding an additional ten (10) hour clearance time to their earned time off as provided for in 1, 2 and 3 above. This option must be requested in writing at the dispatch window on completion of the second (2nd), fourth (4th) or sixth (6th) trips.~~

~~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. Via's 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 via's 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 via's 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) via's 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 via's not being greater in distance than from the point the via is added.

Via's 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 via's 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 via's 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 5756. VACATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 1.

~~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.~~

~~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 weeks' vacation pay when each day of that vacation is taken.~~

ARTICLE 587. HOLIDAYS

NO CHANGE, EXCEPT AS LISTED BELOW:

SEE NATIONAL ECONOMIC SETTLEMENT

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~~ **and two (2) personal holidays.** 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. **Employees must schedule their two (2) personal holidays seven (7) days in advance, subject to 15% vacation rule.**

In order to qualify for holiday pay, an employee must work **or be available to work the day before, the day of and the day after the holiday** 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. **In order to qualify for pay for back-to-back holidays, the employee shall be required to work or be available to work the day before and the day after such holidays. Failure to work or be available to work the day prior to a dual holiday shall result in the loss of the first holiday day; failure to work or be available to work the day after the holiday shall result in the loss of the second holiday day, provided the employee has not exhausted his hours of work or is unable to work on account of proven illness, or unless absence is mutually agreed to. If a bid drivers bid day off falls on either of the back to back holidays, that day would be considered as mutually agreed to absence.**

ARTICLE 598. HEALTH AND WELFARE

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 6059. PENSION FUNDS

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 640. 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 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 631. PROTECTIVE APPAREL
NO CHANGE

ARTICLE 642. TERM OF SUPPLEMENT
NO CHANGE