

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

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

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

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 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.

Remainder of Article 40—NO CHANGE

ARTICLE 41 – ABSENCE

Sections 1 – 4 ---NO CHANGE

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When the Operating Privilege or License of a driver has been revoked for a period of thirty (30) days or more for medical reasons, the affected employee who is medically and otherwise qualified may request in writing, and will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

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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

Section 1.---NO CHANGE

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.

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 **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.**

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(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 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.

Section 3.----NO CHANGE

Section 4.---NO CHANGE

Section 5.---NO CHANGE

Section 6.---NO CHANGE

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 **ninety (90)** ~~sixty(60)~~ days before giving up the bid.

Remainder of Section 7 (A) Paragraphs (2)—(12) ----NO CHANGE

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(B) Single Extra Board Drivers.

**(1) – 7(c) NO CHANGES
ONLY CHANGE LISTED BELOW**

(d) Extra board drivers may elect to select a hold down bid. The employer will post a hold down bid for known absences of thirty (30) days or more due to illness, injury or approved leave of absence. The driver awarded the hold down bid will hold the bid until the bid driver returns to work or the next bid. The hold down bid will be posed for a period of seven (7) days and awarded to the senior bidding extra board driver, or as mutually agreed to between the Company and the Local Union.

(C) Single Driver Dispatch.---NO CHANGE

(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 200 ~~220~~ miles to bid point will be bid five (5) trips with driver's option of sixth (6th) trip.

2. Mark-Off Procedure.---NO CHANGE

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.

Remainder of Section 8---NO CHANGE

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Sections 9 - 13. ---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 (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.

Remainder of Article 45---NO CHANGE

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

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.**

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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 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.

Sections 2 - 11---NO CHANGE

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 **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.

Remainder of Article 51—NO CHANGE—Subject to National Economic Settlement

ARTICLE 52 – MILEAGE AND HOURLY RATES

ONLY CHANGE TO ARTICLE 52 is Listed below.

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:**

ARTICLE 53 – TURN-AROUND RUNS

NO CHANGE-Subject to National Economic Settlement

ARTICLE 54 – THROUGH RUNS

NO CHANGE-Subject to National Economic Settlement

ARTICLE 55 – SUBSEQUENT RUNS ---NO CHANGE

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ARTICLE 56 – TWO-MAN OPERATION – Propose to Delete

NOTE: Article 56 is to remain as open as a placeholder

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	Cents
Effective	Per Mile
<u>7/1/18</u>	<u>63.5723</u>
<u>7/1/19</u>	<u>64.4473</u>
<u>7/1/20</u>	<u>65.4473</u>
<u>7/1/21</u>	<u>66.5723</u>
<u>7/1/22</u>	<u>67.8223</u>

Single Man Rate	Cents
Effective	Per Mile
<u>7/1/18</u>	<u>31.7862</u>
<u>7/1/19</u>	<u>32.2237</u>
<u>7/1/20</u>	<u>32.7237</u>
<u>7/1/21</u>	<u>33.2862</u>
<u>7/1/22</u>	<u>33.9112</u>

Twin Trailer (30 Feet or Less)	Cents
Effective	Per Mile
<u>7/1/18</u>	<u>64.6091</u>
<u>7/1/19</u>	<u>65.4841</u>
<u>7/1/20</u>	<u>66.4841</u>
<u>7/1/21</u>	<u>67.6091</u>
<u>7/1/22</u>	<u>68.8591</u>

Single Man Rate	Cents
Effective	Per Mile
<u>7/1/18</u>	<u>32.3046</u>
<u>7/1/19</u>	<u>32.7421</u>
<u>7/1/20</u>	<u>33.2421</u>
<u>7/1/21</u>	<u>33.8046</u>
<u>7/1/22</u>	<u>34.4296</u>

Section 2. Pickup and Delivery and Delay Time

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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>
<u>7/1/18</u>	<u>\$24.9324</u>
<u>7/1/19</u>	<u>\$25.2824</u>
<u>7/1/20</u>	<u>\$25.6824</u>
<u>7/1/21</u>	<u>\$26.1324</u>
<u>7/1/22</u>	<u>\$26.6324</u>

~~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~~

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~~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. Monetary~~

~~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.~~

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~~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.~~

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~~(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.~~

~~(e)~~

~~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~~

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~~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.

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~~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:~~

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~~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

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

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

Only changes to Article 57 are those 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)~~ **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

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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.

Remainder of Article 57---NO CHANGE

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, **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. 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.

Remainder of Article 58---NO CHANGE

ARTICLE 59 - 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~~

~~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

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

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 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.

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

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

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 ABF 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. 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.

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

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 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.

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

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. **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~~

NOTE: Article 62 is to remain open as a placeholder

~~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 ---NO CHANGE

ARTICLE 64 – TERM OF SUPPLEMENT ---NO CHANGE

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

Tentatively Agreed:

William J. Carter
For the Union

Mike Roberts
For the Employer

06/21/2023
Date

6-21-23
Date