

# CAROLINA FREIGHT COUNCIL AUTOMOTIVE MAINTENANCE SUPPLEMENTAL AGREEMENT

For the Period: ~~APRIL 1, 2018~~ July 1, 2023 TO ~~JUNE 30, 2023~~ June 30, 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 all mechanics, mechanic's helpers, garage men, parts and stock room employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

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 Automotive Maintenance Supplemental Agreement is supplemental to and becomes a part of the ABF National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing ~~April 1, 2018~~ July 1, 2023 which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

Work shift and starting time will be posted not less than semi-annually (within fifteen (15) days of April 1 and October 1 of each year). The thirty (30) day time frame may be extended by mutual agreement between the Company and the Union. Any vacancy required to be bid occurring after the awarding of bids shall be reposted within fourteen (14) days of the creation of the vacancy. Temporary vacancies caused by illness or leave of absence will be filled in accordance with procedures agreed to by the Union and Company. Such bid shall be posted for a period of seven (7) days and assignment shall be made within seven (7) days after the closing of the bid. The Union will be mailed a copy of all bids when posted. **Work on each shift is to be assigned to employees at the discretion of the Employer with due consideration being given for qualification of the employee to perform the work assigned. Once assigned there will be no bumping of assignments.**

All employees within their classification shall enjoy garage seniority for ~~all purposes~~. **shift and workweek preference.**

## ARTICLE 40.

NO CHANGE

## ARTICLE 41.

NO CHANGE

## ARTICLE 42.

NO CHANGE, EXCEPT AS NOTED BELOW:

### Section 2. Seniority Rights (d) Shift and Workweek Preference

In the assignment of shifts and workweek within a department, preference shall be given by garage seniority, unless it is mutually agreed otherwise.

## Section 5. Notice of Recall

In recalling the laid-off employee the Employer shall notify him by certified mail sent to the address last given the Employer by the employee within one (1) week after receipt, or within two (2) weeks of the date of attempted delivery, at such address of the Employer's letter; unless by mutual agreement the employee must notify the recall office by certified mail, ~~or telegram~~ of his intention to return to work. The employee may present himself in lieu of sending a letter, ~~or telegram~~. Such employee must return to work within two (2) weeks of receipt or within three (3) weeks of the date of attempted delivery, at such

address of the Employer's letter, unless by mutual agreement. Failure of the employee to comply with this condition shall be considered an automatic termination of his employment. Prior to the return to work of such recalled employee, casual or part-time employees may be used without violation of seniority.

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

NO CHANGE ARTICLE 43.

NO CHANGE ARTICLE 44.

NO CHANGE ARTICLE 45.

NO CHANGE ARTICLE 46.

NO CHANGE ARTICLE 47.

NO CHANGE ARTICLE 48.

ARTICLE 49.

NO CHANGE, EXCEPT AS NOTED BELOW:

**Section 1.**

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

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

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.

**ARTICLE 50.**

NO CHANGE, EXCEPT AS NOTED BELOW:

**Section 1.**

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

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

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

**Section 3.**

It is further agreed that an employee may split up to ~~two (2)~~ **three (3)** weeks of vacation in one or more day(s) increments. At least seventy-two (72) hours' notice will be required (except by mutual agreement) and the Employer will verify the request forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen per cent (15%) provision in Section 6. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over one (1) day increments except during the seventy-two (72) hours prior to requested vacation day(s) no bumping will be permitted.

**ARTICLE 51.**

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

**Section 1.**

The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employees on such holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day,

Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, ~~Employee's Birthday, and employment anniversary date.~~ **and two (2) personal holidays.**

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

Memorandum (Re: Holiday):

~~The employee may elect to move their personal holiday within the workweek in which the holiday falls, in conjunction with the employee's off days.~~ **Employees must schedule their two (2) personal holidays seven (7) days in advance.** The above will be subject to the fifteen percent (15%) off on vacation rule. If the employee fails to make the fifteen percent (15%) during the week in which the holiday falls he/she may move their personal holiday to the following week, **a later date.**

**Section 2.**

Regular employees called to work on any of the above-listed holidays shall be paid a minimum of six (6) hours' pay at two (2) times the regular rate in addition to the eight (8) hours referred to above. **The six (6) hour minimum is not to be construed as meaning that an employee can leave at six (6) hours if work is available. Any work offered on a Holiday must be covered. Holiday work will be offered first by seniority order by classification then by qualification and any lack of manpower will be filled by forcing of overall most junior qualified regular employees.**

**Section 4.**

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. **Regarding back-to-back holidays, the employee shall be required to work the day before and the day after such holiday when requested to do so. Failure to work the day prior to a dual holiday shall result in the loss of the first holiday day; failure to work the day after the holiday shall result in the loss of the second holiday day.**

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

**Section 9.**

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

**ARTICLE 52.**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 53.**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 54.**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 7. Rates of Pay**

New Entry Rates

**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.**

**Section 9. Allowance**

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

An annual payment shall be \$450.00 ~~-\$600.00~~ for the life of this agreement.

**ARTICLE 55.**

*NO CHANGE, EXCEPT AS NOTED BELOW:*

**Section 3.**

Except as set out below, laid off employees may decline any starting time and remain eligible for any later starting time. Unless a laid off employee elects at the time of layoff in writing to not accept any extra work, he can be required to report for work provided the Company gives the laid off employee a starting time at the time of layoff or at the end of a shift before the employee physically leaves work. Such starting times will be chosen in seniority order.

Failure to report for the shift assigned will be an unexcused absence the same as a regular. Employees electing to accept extra work or not at the time of layoff may change their status provided written notice is given and such change will become effective the next Saturday night at 2400 hours. Where work develops on an earlier day than the assigned starting time, the Employer will offer such work to the laid off employees in seniority order and the employee may accept the earlier work or refuse and hold to his original starting time. If the employee elects in writing to not accept extra work he is not eligible to be offered work and the Company has no obligation to the employee and he shall have no claim for workarounds. When a laid off employee misses or refuses three (3) consecutive work calls (on three separate shifts) the Employer will not be obligated to call that employee for any additional work opportunity until that employee notifies the Employer in writing that he will again be available for extra work opportunity commencing at the beginning of the following workweek (12:01 AM Sunday). It is further understood that the Employer must notify the employee in writing, with a copy to the Local Union that he has missed or refused three (3) work calls, and is being removed from the call list.

**Section 5.**

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

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

**Section 9.**

All time worked on the sixth (6th) consecutive day or on an employee's off day shall be paid for at the rate of time and one-half (1-1/2). Work on the sixth (6<sup>th</sup>) day may be required by the Company. When voluntary signup has not fulfilled the manpower needs for that day/shift, employees will be drafted in reverse seniority order. All time worked on the seventh (7th) consecutive day shall be paid at the rate of double (2) time.

**ARTICLE 56.**

NO CHANGE

**ARTICLE 57.**

NO CHANGE

**ARTICLE 58.**

NO CHANGE

**ARTICLE 59.**

NO CHANGE

**ARTICLE 60.**

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 61.**

NO CHANGE

**ARTICLE 62**

NO CHANGE, EXCEPT AS NOTED BELOW:

**Section 9. Pension Fund**

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

**ARTICLE 63**

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

**MEMORANDA OF UNDERSTANDING**

NO CHANGE