

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

**ABF CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL AGREEMENT**

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

ARTICLE 40 - UNION SHOP AND CHECK OFF---NO CHANGE

ARTICLE 41- ABSENCE---NO CHANGE

ARTICLE 42 – SENIORITY

Section 1. Seniority Definitions---NO CHANGE

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. 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.**

Section 3. Departments---NO CHANGE

Section 4. Termination of Seniority---NO CHANGE

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

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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.

Sections 6 – 7---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
NO CHANGE**

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

ARTICLE 47 – MEAL PERIOD---NO CHANGE

ARTICLE 48 – PAY PERIOD---NO CHANGE

ARTICLE 49 – PAID-FOR-TIME

Section 1.

All employees covered by this Agreement shall be paid for all time spent in service of the 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 two (2) business days (excluding Saturdays, Sundays and Holidays) following the employee notifying the Company in writing. Failure to correct as described will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays and Holidays) until corrected.

Section 2.---NO CHANGE

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Section 3. Sick Leave/Personal Day(s)---NO CHANGE

ARTICLE 50 – VACATIONS

Section 1.

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

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

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

Section 2.---NO CHANGE

Section 3. Only Change Below

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.

Remainder of Article 50---NO CHANGE

ARTICLE 51 – HOLIDAYS

Section 1.

The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employees on such holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, ~~Employee's Birthday, and employment anniversary date.~~ and two (2) personal holidays.

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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.**

Section 3.---NO CHANGE

In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's vacation with pay. Such day(s) shall be the employee's first scheduled workday(s) following the vacation period, except as otherwise agreed to with the Local Union.

Section 4.

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

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

Section 5.---NO CHANGE

Sections 6 - 8---NO CHANGE

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Section 9.

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

ARTICLE 52 - HEALTH AND WELFARE

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 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.

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If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health & Welfare Fund during the period of absence.

The Employer shall pay the full weekly Health & Welfare contribution for any active employee on the seniority list who is available for the work the entire contribution week.

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

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

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

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

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ARTICLE 53 – 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.

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

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paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

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

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

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

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

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

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

ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY

Sections 1 – 6---NO CHANGE

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 8. New Departments---NO CHANGE

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.

Remainder of Article 54---NO CHANGE

ARTICLE 55 – WORK DAY AND WORKWEEK

Section 1.---NO CHANGE

Section 2.---NO CHANGE

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

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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.**

Where the employees are not given a starting time, the Employer will offer extra work to laid off employees in seniority order and employees have no obligation to accept such employment and in such event, junior employees may be used.

Section 4.---NO CHANGE

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.

Sections 6 - 12---NO CHANGE

ARTICLE 56 – UNION JURISDICTIONAL RULES---NO CHANGE

ARTICLE 57 – SANITARY CONDITIONS---NO CHANGE

ARTICLE 58 – TOOLS---NO CHANGE

ARTICLE 59 – APPRENTICESHIP PROGRAM---NO CHANGE

ARTICLE 60 – FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral. **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 – SAFETY AND HEALTH---NO CHANGE

ARTICLE 62. PART-TIME EMPLOYEES---NO CHANGE

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Sections 1 - 8.---NO CHANGE

Section 9. Pension Fund—NO CHANGE-Subject to National Economic Settlement

ARTICLE 63 - TERM OF SUPPLEMENTAL AGREEMENT---NO CHANGE

MEMORANDA OF UNDERSTANDING---NO CHANGE

ARTICLE 4 – STEWARDS

ARTICLE 6 - MAINTENANCE OF STANDARDS---NO CHANGE

ARTICLE 11 – BONDS---NO CHANGE

Tentatively Agreed:

William D. Carter
For the Union

Mike Roberts
For the Employer

06/21/2023
Date

6.21.23
Date