

**SOUTHERN REGION LOCAL FREIGHT FORWARDING PICKUP AND DELIVERY
SUPPLEMENTAL AGREEMENT**

For the Period: ~~April 1, 2018~~ July 1, 2023 to June 30, 20232028

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~~.

**Covering the Operations in the Territory
of:**

**ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

ABF Freight System, Inc. hereafter referred to as the 'Employer', and the Southern Region of Teamsters 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 ABF Local Freight Forwarding Pickup and Delivery Supplement is supplemental to and becomes a part of the 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.

ARTICLE 40.

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

Section 3. Over-the-Road Work

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) At terminals with 75 or fewer local cartage employees, a road driver that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver's home domicile or at his/her lay down destination or customer facilities at any time, regardless of whether the terminal is open or closed.

Under no circumstances will out of classification employees be utilized in Over-the-Road operations.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

a) The transfer opportunity is a once in a lifetime opportunity;

b) The employee must notify the employer and local union, in writing, of their intent to transfer;

c) The transfer opportunity will be afforded when the company is in a hiring mode; **No transfer will be allowed if the transferring classification is in a hiring mode.**

d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

f) The transferring employee must be on the current seniority board at least one (1) year.

ARTICLE 41.

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE

ARTICLE 43. ABSENCE

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2.

Sick/Personal Leave

(c) Effective April 1, 1980, employees shall accumulate ~~five—(5)~~ **seven (7)** days sick/personal leave per year. Compensation for sick/personal leave will be based on the hourly shift the employee is working at the

time of the absence, not to exceed forty (40) hours for each contract year.

Accrual and cash out dates for sick leave will ~~be move from April 1 to January 1 effective January 1, 2009. Employees will accrue five (5) days between 04/01/08 and 12/31/08 with any cash out on January 1, 2009~~ **of each year.** ~~No employee would lose their entitlement to the cash out on January 1, 2009 because of the 'ninety (90) days of compensation rule.~~

ARTICLE 44. GRIEVANCE COMMITTEES

REFER TO ABF NMFA ARTICLES 7 & 8

NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

REFER TO ABF NMFA ARTICLES 7 & 8

NO CHANGE

ARTICLE 46. DISCHARGE OR SUSPENSION

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 1.

The Employer shall not discharge, suspend or take any other disciplinary action as respects any employee without just cause, but in respect to discharge, suspension or other disciplinary action shall give at least one (1) warning notice of the complaint against such employee to the employee in writing by certified mail and/or in person and a copy of same to the Union affected, by certified mail; except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is: dishonesty; using or being under the influence of alcoholic beverages, narcotics, or drugs while on duty; failure to submit to a sobriety/drug test, upon request, if the

employee appears to be under such influence; carrying or permitting the carrying of drugs or narcotics on the employee's person or equipment that is prohibited by state or federal law, possession of alcoholic beverages, drugs or narcotics on Company property or equipment, drinking alcoholic beverages, using drugs or narcotics on Company property; a serious preventable accident while on duty, the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; engaging in unprovoked physical violence while on Company property or on duty; outrageous conduct as determined by the Grievance Committee, or failure to comply with Article 35, Section 3 of the National Master Freight Agreement.

The warning notices as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice.

All warning notices, discharges, suspension, or other disciplinary action must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension, Should such investigation prove that an injustice has been done an employee he/she shall be reinstated. The State or Multiple State Committee and the Southern Region Area Grievance Committee shall have the authority to order full, partial, or no compensation for time lost.

Warning letters only will be emailed to the Local Union. Emailed warning letters will be considered protested by the Local Union on behalf of the employee. Letters to employees will be hand delivered or Certified Mailed to the last address on file.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 48. PAY PERIOD

NO CHANGE

ARTICLE 49. WASH ROOMS AND LUNCH ROOMS

NO CHANGE

ARTICLE 50. HEALTH AND WELFARE

SEE NATIONAL ECONOMIC SETTLEMENT

CHANGES ALSO AS LISTED BELOW:

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 (1st) 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 one 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. If the employee does not have sufficient paid time off the employer 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 (3) punch contribution trigger currently required.**

ARTICLE 51. PENSION

SEE NATIONAL ECONOMIC SETTLEMENT

CHANGES ALSO AS LISTED BELOW:

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 (five (5) days per week) for a period of four (4) weeks beginning with the first (1st) 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 one 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. If the employee does not have sufficient paid time off the employer 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 (3) punch contribution trigger currently required.

ARTICLE 52. VACATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 7.

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

At least sixteen percent (16%) of the employees at the terminal involved shall be permitted to take their vacation at the same time during the months of June, July, and August.

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one (1) week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take ~~two (2)~~

three (3) weeks of his/her earned vacation (~~ten (10)~~ fifteen (15) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. **An employee that has earned six (6) weeks of vacation may split up to four (4) weeks of vacation one (1) day at a time.** At least forty-eight (48) 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 percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day (s). During the forty-eight (48) hours prior to vacation day (s), no bumping will be permitted.

ARTICLE 53. HOLIDAYS

NO CHANGE, EXCEPT AS LISTED BELOW:

The following holidays will be observed: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee's birthday, employee's anniversary date and VE and VJ Days, if either be declared a National holiday by the US Government. New Orleans shall retain Mardi Gras as a holiday. In Oklahoma, a personal holiday shall apply.

ARTICLE 54. PAID-FOR TIME

NO CHANGE

ARTICLE 55. WAGES AND HOURS

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 56. LEASED EQUIPMENT

NO CHANGE

ARTICLE 57. FUNERAL LEAVE

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

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. In the event of a death of an employee's **grandparent, grandchild,** mother-in-law, father-in-law or spouse's brother or sister, a regular employee shall be entitled to one (1) day off with pay, to attend the funeral. A regular employee shall be entitled to three (3) days funeral leave during the period from and including the day of the death of the designated relative to and including the day of the funeral, and at the option of the Employee he/she may take the day after the funeral with proper notification, if all other conditions set forth herein are met:

ARTICLE 58. ADDENDA

NO CHANGE

ARTICLE 59. ELIMINATION OF BONUS

NO CHANGE

ARTICLE 60. MOONLIGHTING

NO CHANGE

ARTICLE 61. TERM OF AGREEMENT

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.