

SOUTHERN REGION OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

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

covering:

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

**Covering the Operations in the Territory
of:
ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, AND TEXAS**

PREAMBLE

To cover the drivers employed in the operations of ABF FREIGHT SYSTEM, INC. in the Southern Region Area comprised of the following States: Alabama, Arkansas, Florida, Georgia Louisiana, Mississippi, Oklahoma, Tennessee, and Texas; and other cities where the Local Unions have drivers employed by the Employer in the above-named states.

ABF FREIGHT SYSTEM INC. hereinafter 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 Over-the-Road Supplement 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.

ARTICLE 40. SCOPE OF AGREEMENT

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

Section 3. - Casual Employees

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees, when such regular employees are off due to illness, vacations, or other absence, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) the employee's name, address, telephone number and social security number, and,

(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

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) must be on current seniority list at least one (1) year.

ARTICLE 41. ABSENCE

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2. Leave of Absence

Sick/Personal Leave

(c) Effective ~~April~~ **January 1, 2024** 1980, employees shall accumulate ~~five (5)~~ **seven (7)** days sick/personal leave per year. Sick/personal leave not used by ~~March~~ **December** 31st of any year will be paid ~~on March 31st,~~ **in January** at the hourly rate then in existence. The Employer may request that unused sick/personal leave be accumulated. The Employee at his/her discretion may agree to accrual. Pay for accrued sick/personal leave shall be at the contract rate at the time paid.

~~Accrual and cash-out dates for sick leave will 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. No employee would lose their entitlement to the cash out on January 1, 2009 because of the 'ninety (90) days of compensation rule'.~~

Sick/personal leave will be paid on the first (1st) day of absence. The National Negotiating Committee may develop additional rules and regulations to apply to sick leave provisions negotiated in the 1976 NMFA and amended in this Agreement uniformly to the Supplements. The Committee shall not establish rules and regulations for sick leave programs in existence prior to April 1, 1976.

ARTICLE 42. SENIORITY

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 4. Vacancies and New Runs At Point of First Destination

When a regular over-the-road driver from another region arrives at his first Southern Region destination point where he/she goes on rest, he/she must then be dispatched direct or VIA back to his/her home terminal or to a point from which he/she can be dispatched direct or VIA to his/her home terminal.

If, as above mentioned, he/she is dispatched to another Southern Region point where he/she can reach his/her home terminal in one dispatch, then he/she must be dispatched direct or VIA to his/her home terminal. The dispatch will NOT be over the terminals primary.

Any other dispatch would be a violation of the Local Union's board and subject to the grievance procedure unless the board was exhausted.

If no load is available to extra employee's home terminal, he/she may be dispatched to

another point after all domiciled employees are dispatched.

If no load is available to extra employee's home terminal, driver may be dispatched to another point with empty equipment without regard to domiciled extra board employees in order to get him/her home on his/her next dispatch.

Drivers at the point of second destination may request to return home on their fourth (4th) dispatch. However, the driver must make such request in writing and punch the clock (where available) at the end of their second (2nd) dispatch **and the employee must also notify a supervisor of this request.**

Either a regular or extra employee may be dispatched on VIA dispatch without regard to extra employees at VIA terminals. Extra employees may be dispatched VIA his/her home terminal if that dispatch does not violate the above paragraph and does not cancel a regular employee at that terminal. The Employer and the Local Union may establish dispatch rules, these rules will be in writing and signed by both parties. These dispatch rules must be submitted for approval to the appropriate Grievance Committee within ninety (90) days from the date of the signing of this Agreement. Upon failure of either party to agree to establish dispatch rules the following shall apply: Extra employees upon arrival at home terminal may pick or choose his/her next destination and hold for same in his/her seniority order as long as there are drivers available to perform the work.

In the event the dispatch of an extra employee is changed, he/she shall be paid the applicable rate for the type of run he/she actually performed, subject to the eight (8) hour guarantee.

Wreck of equipment or incapacity of employee, or if dispatch is not completed because of a strike of a Teamsters Union, shall not be considered a broken dispatch.

An employee is not eligible for dispatch until his/her elapsed time in a terminal is equal to the minimum running time plus a statutory rest period. For example; an employee dispatched at 12:00 noon from his/her home terminal on a run that requires eight (8) hours running time will not be eligible for dispatch at the foreign terminal until sixteen (16) hours past the 12:00 noon original dispatch, or 4:00 a.m. the following morning.

The bid and/or dispatch day shall be the calendar day, midnight to midnight, unless otherwise mutually agreed to by the Local Union and Employer involved. Should there be a dispute as to the mutual agreement of the bid and/or calendar day between the Employer and the Local Union that dispute shall be subject to the grievance procedure. Such agreement must be in writing and signed by both parties with a copy filed with the proper Grievance Committee as provided for in this Agreement. The Local Union and Employer shall arrive at an agreement on the minimum running time and shall file said agreement with the Grievance Committee.

(e) A regular employee at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from their home terminal provided they travel the same routes. On laydown runs, off route VIAs will also be returned in the same order as dispatched from their home terminal provided they clock in within one (1) hour of the straight through run and provided the driver notifies the dispatcher on arrival he/she is within the one (1) hour. A regular run may be canceled at the home terminal in order to get an extra employee back to his/her home terminal for a weekend or a holiday, or any time with empty equipment. If the dispatch of a regular employee is broken, he/she will be paid for miles driven and work performed provided he/she reaches his/her bid destination. If the change in dispatch results in the bid driver not reaching his/her bid destination, he/she will be paid miles to his/her bid destination.

(f) Road drivers may drop and hook at all terminals except those with hostlers on duty. ~~The pay for the road driver will be actual time spent when only switching tractors. When changing trailers, the first trailer change will be paid at fifteen (15) minutes for the drop and fifteen (15) minutes for the hook. All remaining trailer changes (drops and hooks) will be paid for actual time spent during the tour of duty.~~ **When performing yard work (hook/drop, push/pull power) employee will be paid fifteen (15) minutes per pin involved.**

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.

Terminals will continue to pre-string loaded trailers when equipment is available. Converter gears will be placed in front of the rear trailer at security terminals where two (2) trailers have been closed and scheduled to run together. Empty trailers and single trailers will not have to be pre-strung unless the driver is taking rest at the same location. Drivers will be hooked and ready if equipment is available. The penalty for failure to pre-string will be four (4) hours at the hourly rate.

(g) All drivers will be subject to an eight (8) hour guarantee for miles driven and work performed. Any driver in motion arriving at a destination with available hours to continue working may be dispatched to another destination without regard to the drivers at that domicile. The extended dispatch will be paid actual miles driven and/or work performed. The eight (8) hour guarantee shall be paid on a bed-to-bed basis which will include all work performed and miles driven.

(h) An Act of God, or any other circumstance beyond the Company's control, shall not constitute a broken dispatch.

ARTICLE 43. GRIEVANCE COMMITTEES

NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 45. 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 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, or drinking alcoholic beverages, or using drugs or narcotics, on company property, or a serious preventable accident while on duty; or the carrying of unauthorized passengers; or the failure to report an accident; or willful damage or destruction of company property or equipment; or 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 notice 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 Grievance Committee and the Southern Region Area Grievance Committee shall have the authority to order full, partial, or no compensation for time lost.

Appeal from discharge, suspension or warning notice must be taken within ten (10) regular working days by written notice, and a decision reached within fifteen (15) days from the date of discharge, suspension or warning notice.

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. Warning letters to the employee will be hand delivered or Certified Mailed to the last address on file.

ARTICLE 46. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 47. MEAL PERIOD

NO CHANGE

ARTICLE 48. LODGING

NO CHANGE, EXCEPT AS LISTED BELOW:

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid ~~thirty-five dollars (\$35.00)~~ **forty-five dollars (\$45.00)** for each rest period except where accommodation is unavailable at such figure and it is necessary for employee to pay in excess of ~~thirty-five dollars (\$35.00)~~, **forty-five dollars (\$45.00)**, he/she shall receive reimbursement of actual cost of room. The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay at away from home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where employee is allowed to use company equipment for transportation. Where Employer specifies means of transportation waiting time beyond thirty (30) minutes shall be paid at the applicable hourly rate, provided that this provision shall not apply where employee is allowed to use company equipment for transportation.

ARTICLE 49. PAY PERIOD

NO CHANGE

ARTICLE 50. PAID FOR TIME

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 1. General

Guarantees/DOT Inspections

Drivers will be paid for all time over fifteen (15) minutes as a result of overloads, certificate violations, and D.O.T. or any other regulated inspections, in the event a driver receives a citation through no fault of the employee, all time lost as a result will be paid. Road closures, road construction, serious accidents, and railroad crossing delays will also be paid for all time over thirty

(30) minutes.

When a bid driver cannot complete his or her bid for reasons caused by the Company (e.g. waiting/delay at service center) the bid driver will be paid bedtime and a minimum of eight (8) hours from bed point to destination.

It is agreed that in instances covered by the Southern Region Over-the-Road Supplemental Agreement, where the Employer is required to pay for a road drivers statutory rest period, that payment will be for a minimum of ten (10) hours paid time at the applicable rate of pay.

One (1) Steward shall be compensated at the highest applicable rate for all time reasonably spent attending local level meetings/hearings with the Company. Local level meetings shall be held as not to interfere with a Stewards regular run or shift.

Section 3. Layover

Meal Allowance

Employees shall receive a meal allowance of ~~fourteen dollars (\$14.00)~~ **sixteen dollars (\$16.00)** immediately after the seventeenth (17th) hour of the first (1st) layover period, and immediately after the thirty-second (32nd) hour, and immediately after the fiftieth (50th) hour, and immediately after the sixty-eighth (68th) hour of layover.

When on a compensable layover on Sundays and holidays, there shall be a meal allowance of ~~fourteen dollars (\$14.00)~~ **sixteen dollars (\$16.00)**; five (5) hours thereafter, another meal allowance of ~~fourteen dollars (\$14.00)~~ **sixteen dollars (\$16.00)**; and five (5) hours later a third (3rd) meal allowance of ~~sixteen dollars (\$16.00)~~ **eighteen dollars (\$18.00)**. For clarification purposes, first meal fourteenth (14th); second meal nineteenth (19th); and third meal twenty-fourth (24th). When an employee starts compensable layover on

Sunday or a holiday, they will be compensated under this formula for meals until they depart. No more than three (3) meals will be allowed during any twenty-four (24) hour period.

ARTICLE 51. MILEAGE AND HOURLY RATES

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 52. GUARANTEES

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 3.

On turnaround runs of 200 miles or more round trip, the employee may be requested to take up to, but not to exceed, thirty (30) minutes off duty without compensation at the point farthest away from the home terminal. When the pay for miles driven would be higher than the guarantee, the mileage pay will prevail.

A driver at a meet and turn point at a non-terminal location may be required to take a lunch period not to exceed ~~one (1) hour~~ **thirty (30) minutes** (slip seat operation). If no full meal service is available there will be no free hour.

ARTICLE 53. SLEEPER OPERATION

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 54. OWNER/OPERATORS

NO CHANGE

ARTICLE 55. VACATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 1.

Incremental Vacations

1. It is agreed that a road driver may split two (2) weeks of his/her earned vacation (twelve (12) days total).

2. It is further agreed that a road driver with three (3) or more weeks of vacation may split three (3) weeks of his/her earned vacation. However, vacation cannot be split causing an employee to miss extra work. Example: a lay down bid driver must take incremental vacations in two (2) day, four (4) day, six (6) day segments, etc. Extra board or turn around bid may take daily vacation or any other combination.

3. A employee who qualifies for six (6) weeks vacation may split up to four (4) weeks of his/her earned vacation. (Twenty-four (24) days total.)

~~3.~~**4.** A minimum of forty-eight (48) hours' notice will be required prior to taking segmental vacation, unless mutually agreed otherwise.

~~4.~~**5.** The Employer will verify the request prior to the segment being taken.

~~5.~~**6.** The number of drivers taking off will be subject to the fifteen percent (15%) provision above.

~~6.~~**7.** Seniority will control when more requests are made than can be permitted to be off, and one (1) week increments will take priority over segments.

~~7.~~**8.** During the forty-eight (48) hours prior to the vacation segment, no bumping will be permitted.

~~8.~~**9.** There shall be no runaround claims for missed vacation, due to this agreed split.

9. **10.** The Company may pay the entire week vacation when the first (1st) segment is taken, unless the employee requests in writing, to be paid on his regular payday for the segment taken.

ARTICLE 56. HOLIDAYS

NO CHANGE, EXCEPT AS LISTED BELOW:

The following holidays shall be paid for at the rate of eight (8) hours' pay for the holiday in addition to any monies an employee may earn on such holidays: New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, the employee's birthday, employee's anniversary date, Christmas Eve Day, Christmas Day, 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 instead of Memorial Day listed above. The employee's anniversary date shall apply in Oklahoma. Employees in Oklahoma shall receive a personal holiday.

ARTICLE 57. 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 and 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-punch contribution trigger currently required.

ARTICLE 58. 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 and 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-punch contribution trigger currently required.**

ARTICLE 59. STEEL HAUL ONLY

NO CHANGE

**ARTICLE 60. PERISHABLE
COMMODITIES ONLY**

NO CHANGE

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. In the event of a death of an employee's mother-in-law, father-in-law, grandfather, grandchild, 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:

(1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.

(2) Pay for compensable funeral leave shall be for eight (8) hours at the straight-time hourly rate.

(3) Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.

(4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step," providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated

If the funeral is beyond three hundred fifty (350) miles of the home domicile the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

ARTICLE 62. MOONLIGHTING

NO CHANGE

ARTICLE 63. TERM OF AGREEMENT

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