

SOUTHERN REGION LOCAL FREIGHT FORWARDING GARAGE 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, TEXAS, and the
City of ASHEVILLE, N.C.**

PREAMBLE

To cover the employees employed in the Mechanical and Service Department 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. 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 Local Freight Forwarding Garage Supplemental Agreement 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 July** 1, **2023** ~~2018~~, 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.

The employer's recognize the need to provide the necessary technical tools and training for mechanics that are required to perform maintenance and repair of equipment. The Company will determine the type of training, tools and equipment required for bargaining unit employees. The Company understands that training of mechanics is necessary due to the continued technological changes when new equipment is introduced into the operating company system.

ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED

NO CHANGE

ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 6.

The assignment of equipment, or work within a particular classification, shall **not** be subject to seniority or bid at the beginning of the shift, provided skills are equal.

ARTICLE 43. ABSENCE

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2. Leave of Absence

(a) Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

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 contribution into the Health and Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

(b) Employees who accept employment in a supervisory capacity will forfeit all seniority rights and be removed from the seniority list.

Sick/Personal Leave

(c) Effective ~~April 1, 1980~~ January 1, 2024, employees shall accumulate ~~five (5)~~ seven (7) days sick/personal leave days 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)~~ fifty-six (56) hours for each contract year.

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 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.

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 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 2.

In all cases where an employee is unable to

report to work at the regular starting time, for any reason, he/she shall immediately notify the supervisor on duty **before the start of his/her shift**. Failing to so notify the supervisor on duty he/she shall not be reinstated upon his/her return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article the employee may be disciplined or discharged.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION

NO CHANGE

ARTICLE 48. PAY PERIOD

NO CHANGE

ARTICLE 49. WASHROOMS AND LUNCH ROOMS

NO CHANGE

ARTICLE 50. HEALTH AND WELFARE

SEE NATIONAL ECONOMIC SETTLEMENT

CHANGES ALSO AS LISTED BELOW:

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 (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 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 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 52. VACATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 7.

Past practice shall prevail both as to the time of taking vacation and the number of employees

entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

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) days total~~) **(fifteen (15) days total)**, one (1) day at a time if the employee has earned three (3) weeks or more vacation. **Any 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.

When the employee takes the first (1st) day of such daily vacation, he will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day(s) with his/her check for the week in which the vacation day(s) fall and such day(s) shall be included in the above mentioned fifteen percent (15%).

Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine

average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the workdays during the year.

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

CHANGES ALSO AS LISTED BELOW:

Section 19. Tools

(b) The Employer shall pay to all active employees as of April 1 of each contract year ~~six hundred (\$600.00)~~ **one thousand (\$1,000.00)** dollars for the tool allowance per year to each active employee working under the Garage Supplemental Agreement.

Such payments will be considered as taxable earnings without proof of expenditure for tools purchased.

The Employer will be responsible to an employee for personal tools destroyed as a result of fire in the shop facilities and as a result of the theft of the employees complete tool box

and tools provided said tools are previously inventoried with the Employer. It will be the employee's responsibility to provide the inventory list to the employer.

The Employer will repair all employee-owned air tools and cordless, battery operated tools (including batteries, excluding chargers) used by the employee on the job. Employer provided tools will be maintained in proper working order and replaced as needed.

To be eligible for repair as provided for above, employee owned air and cordless, battery operated tools must be inventoried and identified by model and serial number and Employee agrees to allow Company to apply a decal with a unique identifying number to the tool/battery indicating the tool and or battery has been registered with the Employer.

If it is determined damage leading to repair and/or replacement is a result of abuse, misuse, or usage outside of ABF premises, the tool repair/replacement will not be covered by the Employer.

If the tool and/or batteries require repairs/replacement under the tool manufacturer's warranty, it will be the employee's responsibility for repair/replacement under warranty.

Disagreements regarding these provisions shall be subject to the grievance procedure.

ARTICLE 56. FARM OUT

NO CHANGE

ARTICLE 57. 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 **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:

(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 the employee's regular shift 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.

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee

will not count toward adding employees to the regular seniority list. Make-up days will be at the straight-time hourly rate.

ARTICLE 58. ADDENDA

NO CHANGE

ARTICLE 59. ELIMINATION OF BONUS

NO CHANGE

ARTICLE 60. MOONLIGHTING

NO CHANGE

ARTICLE 61. TERM OF AGREEMENT

NO CHANGE