

## SOUTHERN REGION AREA LOCAL FREIGHT OFFICE CLERICAL EMPLOYEES 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.**

shall be submitted directly to the National  
Grievance Committee.

### ARTICLE 40. SCOPE OF AGREEMENT

*NO CHANGE*

### PREAMBLE

### ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

To cover the employees employed in the operations of ABF FREIGHT SYSTEM, INC Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, and Texas and the City of Asheville, N.C.

*NO CHANGE*

### ARTICLE 42. SENIORITY

ABF FREIGHT SYSTEM, INC. hereinafter referred to as the "Employer" or "Company" or "ABF" 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 provision this Agreement.

*NO CHANGE*

### ARTICLE 43. ABSENCE

This ABF Office Clerical 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 July 1, 2018 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

*NO CHANGE, EXCEPT AS LISTED  
BELOW:*

#### Section 2. Leave of Absence

##### Sick/Personal Leave

(c) Effective April January 1, 1980 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 absence not to exceed

forty (40) 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 Committees 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 ARITCLES 7 AND 8*  
*NO CHANGE*

**ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY**

*REFER TO ABF NMFA ARITCLES 7 AND 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 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 habd delivered or Certified Mailed to the last address on file.**

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.

**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 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.**

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.

**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:*

~~Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility 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.~~

~~Vacation for vacation anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior eligibility 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 1 week of vacation per vacation anniversary year earned from April 1, 2013 to March 31, 2018.~~

### 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) weeks of his/her earned vacation (ten (10) days total), one (1) day at a time. If the employee has earned three (3) weeks or more vacation **the employee may split up to three (3) weeks' 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. 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 57. ADDENDA**

*NO CHANGE*

**ARTICLE 58. ELIMINATION OF BONUS**

*NO CHANGE*

**ARTICLE 59. MOONLIGHTING**

*NO CHANGE*

**ARTICLE 60. 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.