

# CAROLINA FREIGHT COUNCIL AUTOMOTIVE MAINTENANCE SUPPLEMENTAL AGREEMENT

For the Period: April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

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**.

**PREAMBLE**

To cover all mechanics, mechanic's helpers, garage men, parts and stock room employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

ABF Freight System, Inc. hereinafter referred to as the Employer and the Carolina Freight Council 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 Automotive Maintenance 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 1, ~~2013~~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.

**ARTICLE 40.**

*NO CHANGE*

**ARTICLE 41.**

*NO CHANGE*

**ARTICLE 42.**

*NO CHANGE*

**ARTICLE 43.**

*NO CHANGE*

**ARTICLE 44.**

*NO CHANGE*

**ARTICLE 45.**

**Section 2.**

The Company shall not discharge nor suspend any employee without just cause, but in respect to discharge, except those set forth above, and suspension except as set out in Rule 21, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. It shall not be cause for discharge or suspension if any employee is not legally qualified to drive on a road call. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

Suspensions other than for offenses enumerated in Section 1 of this Article will not be implemented if a timely protest is made until such time as the Union and Employer agree the suspension is appropriate or until after the Carolina Bi-State Grievance Committee makes a final determination.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial, or no compensation for time lost. Appeal from discharge must be taken within ten (10) calendar days by written notice to the Employer and filed with the Carolina Bi-State Committee. If not resolved, a discharge grievance shall be placed on the first agenda of the Carolina Bi-State Committee following the filing of the grievance.

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages

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in conduct such as dishonesty, **falsification of logs, records, claims for compensation and other documents**, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

Violation of the following rules shall subject any employee to Company disciplinary action. Repeated violations shall subject an employee to discharge:

1. Proven careless or faulty workmanship.
2. Leaving a department or building during working hours without receiving permission from the Foreman (excepting stewards if Foreman not present).
3. Smoking in prohibited areas.
4. Practical jokes or horseplay.
5. Proven unnecessary waste of material and abuse of tools and equipment.
6. Washing or unauthorized stopping of work before the lunch period, break period or before quitting time.
7. Intimidation or coercion of other employees.
8. Failure to report injuries immediately.
9. Failure to comply with posted or printed tool room regulations.
10. Using Company machinery, materials or time for personal work without permission.
11. Creating unsanitary conditions or violations of health rules.
12. Deliberate loafing on job.
13. Interfering with work of another employee.
14. Storing Company tools and/or major parts in personal tool boxes.

15. Failure to follow instructions in the maintenance of time and work cards properly in the recording of time and work performed.
16. Adjusting or changing Company equipment from Company standards.
17. Disobeying posted or printed safety instructions.
18. Willful insubordination.
19. Reporting for work under the influence of alcoholic beverages or narcotics.
20. Failure to meet financial obligations resulting in garnishment or bad checks:
  - a. First: Letter of warning.
  - b. Second: One week layoff if not satisfied within seventy- two (72) hours.
  - c. Third: Discharge.
21. Attendance:
  - a. Reporting to work after scheduled starting time but within one- half (1/2) hour:
    1. Loss of guarantee for that day and that week.
    2. Reprimand and loss of guarantee for that day and that week.
    3. Reprimand and loss of that day.
    4. Reprimand and loss of that day and one more day.
    5. Reprimand and loss of that day and two more days, and warning.
    6. Fifth such reprimand in any sixty (60) day period Discharge.
  - b. Reporting to work one-half (1/2) hour or more after regular scheduled starting time without prior approval from designated supervisor.
    1. Loss of that day, except in proven emergencies.
    2. Loss of that day and one more day.
    3. Loss of that day and two more days, and warning.
    4. Discharge.
  - c. Absenteeism:

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1. First: Letter of Warning.
2. Second: Three days layoff.
3. Third: One week layoff.
4. Fourth: Discharge.

## ARTICLE 46.

NO CHANGE

## ARTICLE 47.

NO CHANGE

## ARTICLE 48.

NO CHANGE

## ARTICLE 49.

### Section 3. Sick Leave/Personal Day(s)

Sick Leave pay as provided in Article 38, Section 1, and the National Guidelines issued there under, will be paid on a daily basis for each day of absence due to sickness or accident of any employee who has available Sick Leave, until his days of Sick Leave are exhausted.

The personal day(s) will be paid in accordance with the above guidelines provided the employee notifies the employer no less than two (2) hours prior to the beginning of his/her scheduled work shift.

**Inclement weather days: In the event of a State or Federal "State of Emergency" declaration due to inclement weather, absences will not trigger automatic payment of a sick/personal day, unless requested by the employee.**

## ARTICLE 50.

\*SEE: NATIONAL AGREEMENT\*

## ARTICLE 51.

NO CHANGE

## ARTICLE 52.

\*SEE: NATIONAL AGREEMENT\*

## ARTICLE 53.

\*SEE: NATIONAL AGREEMENT\*

## ARTICLE 54.

### Section 7. Rates of Pay

\*SEE: NATIONAL AGREEMENT\*

### 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 ~~\$400.00~~ **450.00** for the life of this agreement.

In addition, an employee who returns to the active seniority list from layoff, workers compensation or extended leave during the contract year following such effective dates shall be paid the sum payable to active employees at the beginning of that contract year.

Such payments shall be made by separate check on or before April 15 of each year. In the case of an employee returning to the active seniority list, such payment shall be made within fifteen (15) days after such return.

The Employer will be responsible for employee's tools destroyed as a result of fire in the Shop facilities, provided said tools were previously inventoried with the Employer.

## ARTICLE 55.

NO CHANGE

## ARTICLE 56.

NO CHANGE

## ARTICLE 57.

NO CHANGE

## ARTICLE 58.

NO CHANGE

## ARTICLE 59.

NO CHANGE

## ARTICLE 60.

NO CHANGE

## ARTICLE 61.

NO CHANGE

## ARTICLE 62.

NO CHANGE

## ARTICLE 63.

NO CHANGE