

NATIONAL MASTER FREIGHT



EASTERN REGION SUPPLEMENTAL AGREEMENTS

CAROLINA CITY CARTAGE, OVER-THE-ROAD AND AUTOMOTIVE

- 2008 -
PROPOSALS

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of these proposals during the course of negotiations.

**EASTERN REGION
CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL
AGREEMENT**

CAROLINA FREIGHT COUNCIL
CITY CARTAGE
SUPPLEMENTAL AGREEMENT

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify and amend any of these proposals during the course of negotiations.

Submitted 9/13/07

ARTICLE 41 - ABSENCE

ADD NEW Section 6: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 42 - SENIORITY

Section 3.

ADD to 2ND paragraph after 2ND sentence: The fifty percent (50%) of runs to designated delivery area within the twenty-five (25) mile radius be bid at the earliest start time going to that area, and the employee that bids the run be the first employee in the area.

REPLACE last sentence in 3RD paragraph with the following: Seniority shall govern assignment of equipment.

Section 6.

ADD to 5TH paragraph after 2ND sentence: When employees are in layoff status, there will be no voluntary overtime.

ADD to 6TH paragraph after 6TH sentence: That during a layoff when forty (40) hours worked by person on layoff, this would put next person back on from layoff.

ADD at end of 8TH paragraph as NEW sentence: When the Company decides to have a lay-off, post it for bid and if a senior driver/dock worker, etc. wants time off, they can bid to take lay-off in seven (7) day blocks and extend for like periods.

ARTICLE 45 - DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION

ADD to end of Article: The Company has sixty (60) days to verify an employee's application. After the sixty (60) days, the Company cannot refer back to application.

ARTICLE 46 – EXAMINATION AND IDENTIFICATION FEES

CHANGE last paragraph to read as follows: Time limits as provided under Article 45 must be followed to no greater than three (3) months for being removed from habitual offender's list.

In the 13TH paragraph, in the first sentence, CHANGE: “in addition to the requirement for doctor's releases to be furnished” to upon an employees return to work for being absent, who has been placed under Article 46.

ARTICLE 47 – MEAL PERIOD

In the 3rd paragraph, CHANGE: “two (2)” to three (3)

ARTICLE 49 – PAID FOR TIME

ADD as new paragraph at end of Article: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 50 - VACATIONS

Section 1.

CHANGE progression to read:

Five (5) years - three (3) weeks
Ten (10) years – four (4) weeks
Fifteen years – five (5) weeks
Twenty or more years – six (6) weeks

Section 4.

In the 2nd paragraph in the 1st sentence, CHANGE: “up to two (2) weeks” to all earned weeks.

In the 2nd paragraph CHANGE: “fifteen percent (15%)” to twenty percent (20%).

ARTICLE 51 - HOLIDAYS

Section 1.

At end of section, CHANGE: period (.) to comma (,) and **ADD:** one (1) personal day, Easter, Veteran’s Day, and MLK Day.

Section 9.

ADD to end of Memorandum: Employees will be allowed to float their personal holidays within their workweek.

ARTICLE 52 – FUNERAL LEAVE

CHANGE Article to read: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, current in-laws, step-relatives, grandparents, grandchildren, aunts, and uncles) a regular employee shall be entitled to a maximum of five (5) days off with pay to attend the funeral. Three (3) days guaranteed pay regardless of day of death or day of funeral.

ARTICLE 56 – SANITARY CONDITIONS

CHANGE 1ST and 2ND paragraphs to read: by adding air-conditioned: The Employer shall maintain clean, heated, and air-conditioned toilet facilities including hot and cold running water.

The Employer shall maintain clean, heated, and air-conditioned lunchroom facilities at breakbulk terminals.

ADD to end of 2ND paragraph: The toilet facilities must be separate from lunchroom facilities.

ADD to beginning of 3RD paragraph: The above listed facilities will be repaired within five (5) working days.

ADD NEW paragraph at end of article: Warehouse facilities will provide and maintain fans installed for dock operations.

ARTICLE 58 – WAGES

ADD/ADJUST: the amounts negotiated by the NMFA.

ADJUST: the amounts negotiated by the NMFA by ninety percent (90%) FOR (g) Dock Casual Employees and (h) CDL Casual Employees.

(Dock casual employees be paid ninety percent (90%) of the wages of a full-time dockworker.)

ELIMINATE existing language under “New Entry Rates” and ADD the following: Start new hires at full rate of pay.

ARTICLE 59 – WORKWEEK AND WORKDAY

Section 8.

In 1ST Paragraph CHANGE 2ND sentence to read: Regular employees on lay-off status shall be returned to the regular payroll when eight (8) man-hours per day are actually worked.

INSERT NEW sentence to 1ST paragraph after 2ND sentence: All hours worked count toward bringing men off of lay-off.

Section 10.

CHANGE: “four (4)” to eight (8).

Section 12.

ADD NEW sentence to end of 1ST paragraph: No force out once you have finished your run once you have your eight (8) hour guarantee.

ADD after 1ST paragraph as Memorandum (a):

(a) Memorandum

In the event of missing a junior man while forcing overtime to said shift, the Company will give all senior ahead of said junior man option to work overtime or get off at regular time.

ARTICLE 60 – PEDDLER RUNS

DELETE: ARTICLE 60 – Peddle Runs

Section 1.

REPLACE 1ST paragraph with the following: All peddle runs be on forty (40) hour work week. All peddles have bid destination and will run that area, any violations on each day will carry a four (4) hour additional penalty.

In 2ND paragraph CHANGE: “forty-five (45)” to forty (40)

In 2ND paragraph ADD to end of 2ND sentence: after ‘day,’ this is a penalty for the violation and cannot be used to makeup the daily or weekly guarantee, and would be in addition to any overtime worked after the forty (40) hour weekly guaranteed work week.

ADD to end of 5TH paragraph: There shall be no pick-up or deliveries made within the twenty-five (25) mile radius of any terminal by a peddle run driver.

Section 2.

ADD to end of 1ST paragraph: Any peddle run that is violated will have a four (4) hour penalty paid to the bid driver on that peddle run.

**EASTERN REGION
CAROLINA FREIGHT COUNCIL
OVER-THE-ROAD
SUPPLEMENTAL
AGREEMENT**

CAROLINA FREIGHT COUNCIL
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify and amend any of these proposals during the course of negotiations.

Submitted 9/13/07

ARTICLE 41 - ABSENCE

ADD NEW Section 6: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 42 - SENIORITY

Section 7.

(C) Single Driver Dispatch

DELETE: Sub-section (C)

Section 8.

ADD to beginning of 4TH paragraph: When the Company decides to have a lay-off, post it for bid and if a senior driver/dock worker, etc. wants time off, they can bid to take lay-off in seven (7) day blocks and extend for like periods.

ARTICLE 50 – PAID FOR TIME

Section 4. Layover

ADD to end of 1ST paragraph: It is further understood that when a driver(s) arrives at a layover point or terminal and is delayed over fifteen (15) minutes or more waiting on transportation to the motel, the driver(s) shall be paid for all time delayed from the time the driver(s) clocked in until the driver(s) is given transportation to the motel. The driver(s) layover period shall start when the driver(s) clocked in at the terminal the first time. It is further agreed that when a

driver(s) arrives at the motel and is not given a proper room at present day standards, the driver(s) shall be paid all time from the time of arrival at the motel until such time as the driver(s) is given a proper room at present day standards. The layover period shall start at the time the driver(s) clocked in at the terminal when he/she first arrived.

CHANGE in 2ND paragraph:

\$7.00 to \$8.25

\$8.00 to \$9.25

Section 11. Sick Leave

ADD as Memorandum: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 51 – PICKUP AND DELIVERY LIMITATIONS

ADD/ADJUST: the amounts negotiated by the NMFA.

ARTICLE 52 – MILEAGE AND HOURLY RATES

Section 1.

ADD/ADJUST: the amounts negotiated by the NMFA.

REPLACE new hire progression with: Start new hires at full rate of pay.

Section 2. Mileage Determination

INSERT NEW language in 1ST paragraph in 2ND sentence after: “from terminal to terminal,” **AND BEFORE:** “and the results reported to the Bi-State Grievance Committee.” and/or customers dock. Mileages shall be based on the 1985/1986 jointly logged miles and shall be applied to all Companies operating over those routes. Any new routes put into affect after the 1985/1986 jointly logged routes shall be based on G P S measured mileages and any disputes arising from mileages over routes other than those established by the 1985/1986 logged miles, shall be resolved based on the G P S measured miles.

ARTICLE 53 – TURN AROUND RUNS

Section 1. Hourly Rates of Pay

ADD/ADJUST: the amounts negotiated by the NMFA.

Section 3.

DELETE 3RD and 4TH sentences and ADD NEW language: It shall be considered an abuse of a drivers free time if a driver is relieved from duty for the one (1)-hour period at the furthest terminal point and is subsequently dispatched with a load that was ready for dispatch prior to his being relieved for duty or during the one (1)-hour period. Any violation will entitle the driver to penalty pay.

ARTICLE 54 – THROUGH RUNS

Section 1. Hourly Rates

ADD/ADJUST: the amounts negotiated by the NMFA.

ARTICLE 55 – SUBSEQUENT RUNS

ADD/ADJUST: the amounts negotiated by the NMFA.

ARTICLE 56 – TWO-MAN OPERATION

Section 1. Mileage rate of Pay

ADD/ADJUST: the amounts negotiated by the NMFA.

Section 2. Pickup and Delivery and Delay Time

ADD/ADJUST: the amounts negotiated by the NMFA

ARTICLE 57 – VACATIONS

Section 1.

CHANGE the existing progression for the following respective years employed to read:

Five (5) years - three (3) weeks

Ten (10) years – four (4) weeks

Fifteen years – five (5) weeks

Twenty or more years – six (6) weeks

CHANGE 1ST sentence in 4th paragraph to read: An employee may split all earned vacation in one or more day(s) increments.

Section 4.

In the 2nd paragraph CHANGE: “fifteen percent (15%)” to twenty percent (20%)

ARTICLE 58 - HOLIDAYS

At end of 1st sentence in 1st paragraph, CHANGE: period (.) to comma (,) and **ADD** one (1) personal day, Easter, Veteran’s Day, and MLK Day.

ADD to end of Article: Employees will be allowed to float their personal holidays within their workweek.

ARTICLE 61 – FUNERAL LEAVE

CHANGE Article to read: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, current in-laws, step-relatives, grandparents, grandchildren, aunts, and uncles) a regular employee shall be entitled to a maximum of five (5) days off with pay to attend the funeral. Three (3) days guaranteed pay regardless of day of death or day of funeral.

**EASTERN REGION
CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL
AGREEMENT**

**CAROLINA FREIGHT COUNCIL
AUTOMOTIVE MAINTENANCE
SUPPLEMENTAL AGREEMENT**

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify and amend any of these proposals during the course of negotiations.

Submitted 9/13/07

ARTICLE 41 - ABSENCE

ADD NEW Section 5: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 42 – SENIORITY

Section 2. Seniority Rights

(a) Layoff

ADD as number 10: When the Company decides to have a lay-off, post it for bid and if a senior driver/dock worker, etc. wants time off, they can bid to take lay-off in seven (7) day blocks and extend for like periods.

Section 7.

NUMBER 1ST paragraph as: number 1

ADD the following NEW language as paragraph number 2:

ADD: Janitors – When someone quits or gets fired, replace them with another employee within seven (7) days.

ARTICLE 46 – EXAMINATION AND IDENTIFICATION FEES

DELETE: 7TH paragraph

ARTICLE 49 – PAID-FOR-TIME

Section 3. Sick Leave

ADD to end of section: Employees requesting leave under FMLA the following will apply:

(a) The Company cannot force employees to take any or all accrued vacation or sick days prior to the leave. For the purpose of intermittent and reduced leave, excluding visits with documentation from a licensed/certified health care provider, vacation time must be taken first and will be included in the twelve (12) week allowance. The maximum amount of vacation required to be taken within a calendar year will be thirty-two (32) hours.

ARTICLE 50 - VACATIONS

Section 1.

CHANGE the existing progression for the following respective years employed to read:

Five (5) years - three (3) weeks
Ten (10) years – four (4) weeks
Fifteen years – five (5) weeks
Twenty or more years – six (6) weeks

Section 3.

CHANGE 1ST sentence in last paragraph to read: It is further agreed that an employee may split all earned vacation in one or more day(s) increments.

In the 5th paragraph CHANGE: “fifteen percent (15%)” to twenty percent (20%).

ARTICLE 51 - HOLIDAYS

Section 1.

At end of 1ST paragraph, CHANGE: period (.) to comma (,) and **ADD** one (1) personal day, Easter, Veteran's Day, and MLK Day.

DELETE 3RD paragraph and ADD NEW language: Employees will be allowed to float their personal holidays within their workweek.

ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY

Section 7. Rates of Pay

ADD/ADJUST: the amounts negotiated by the NMFA.

ELIMINATE existing language under “New Entry Rates” and ADD the following: Start new hires at full rate of pay.

Section 9. Allowance

CHANGE: dates to appropriate dates.

CHANGE rates to reflect the following:

\$275.00

\$300.00

\$325.00

\$350.00

\$375.00

ARTICLE 60 – FUNERAL LEAVE

CHANGE Article to read: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, current in-laws, step-relatives, grandparents, grandchildren, aunts, and uncles) a regular employee shall be entitled to a maximum of five (5) days off with pay to attend the funeral. Three (3) days guaranteed pay regardless of day of death or day of funeral.