

# ABF National Master Freight Agreement Carolina Freight Council City Cartage Agreement

**Title Page** - Housekeeping – change dates

**Preamble** – Dates/Housekeeping – No other changes – T/A 03/28/13

## **Article 40 – Scope of Agreement**

Section 1 – Operations Covered – No Change – T/A 03/28/13

Section 2 – Combination City Road Work – No Change – T/A 03/28/13 (a) to (f)

### ***Section 3 – Supervisory Personnel – Change as Follows – T/A 03/28/13***

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

**However, where no local cartage employees are on the property, a supervisor can load/unload an unscheduled customer pick-up or delivery on an occasional and incidental basis. It is understood that this provision is intended to apply only to unanticipated situations taking less than 30 minutes. The Company shall not intentionally schedule such pick-ups for times when the local cartage employees are not available.**

### ***Section 4 – Subcontracting – Add and Delete Language as noted below.***

T/A 03/28/13

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violation through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. ~~It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood, as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs.~~ **The employer may subcontract local cartage work, including pick-ups and deliveries, when all regular employees at a particular location are either working, have been offered work or are scheduled to work, except in no event shall road work presently performed or runs established during the life of this Agreement be farmed out. No dock work shall be farmed out except for existing situations established by agreed-to-past practices. Overflow loads may be delivered pursuant to the provisions of Article 29. Loads may also be delivered by other agreed to methods or as presently agreed to. Other persons performing subcontracted work which is permitted herein shall receive no less than the equivalent of the economic terms and conditions of this Agreement and the applicable Supplement.** It is

understood that several factors including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Carolina Bi-State Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes which allege a violation of this Section. The Carolina Bi-State Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairmen, or their designees, of the Carolina Bi-State Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis to resolve alleged disputes of this Article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:

Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor;

Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted;

Failure to add employees to the seniority list.

**It is a violation of Article 32 for the Employer to knowingly subcontract bargaining unit work to be performed by a subcontractor while any regular scheduled or regular unscheduled employees including "shapes" or percenters are on lay off unless they have been offered and refused such work (or attempt to contact the employee is unsuccessful, which shall be verified).**

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

(1) Preserving work and job opportunities for the employees covered by this Agreement;

(2) Protecting the standards of employment covered by this Agreement; and

(3) Recapturing lost job opportunities; all to the maximum extent legally permissible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement.

(B) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and conditions of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of this Agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

In order to protect the economic terms and conditions of employment of this Agreement, the respective Union may request from the employer, within ninety (90) days following ratification of this Agreement, the economic terms and conditions of employment paid its subcontractors to the Carolina Bi-State Subcontracting Committee for review.

**Article 41 – Absence – No Change – T/A 03/28/13**

Section 1 – Time off for Union Activities – No Change – T/A

Section 2 – Leave of Absence – No Change – T/A

Section 3 – Loss of Operating Privilege or License – No Change – T/A

Section 4 – No Change – T/A

Section 5 – No Change – T/A

**Article 42 – Seniority**

Section 1 – No Change – T/A 03/28/13

Section 2 – No Change – T/A 03/28/13

Section 3 – No Change – T/A 03/28/13

Section 4 – No Change – T/A 03/28/13

Section 5 – No Change – T/A 03/28/13

**Section 6 – No Change – T/A 05/13/13**

**Article 43 – Grievance Machinery – No Change - T/A 05/13/13**

**Article 44 – Grievance Machinery and Union Liability – No Change - T/A 05/13/13**

**Article 45 – Discharge, Suspension or other Disciplinary Action – T/A 03/28/13**

Agreed to add Article 26 National Language as follows after first paragraph.

**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 in conduct such as dishonesty, 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.**

**Article 46 – Examination and Identification Fees – No Change – T/A 03/28/13**

**Article 47 – Meal Period – No Change – T/A 03/28/13**

**Article 48 – Pay Period – No Change – T/A 03/28/13**

**Article 49 – Paid for Time**

Section 1 – No Change – T/A 03/28/13

Section 2 – Sick Leave/Personal Days – No Change – T/A 05/13/13

**Article 50 – Vacations – *Modify language to incorporate National General Monetary Agreement on Vacation in appropriate spot. T/A 05/13/13***

**Section 1 – Add language:**

***Vacation Reduction***

- (a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week.***
- (b) Employees will not lose vacation for vacation anniversary years that began accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one week.***

**Article 50 (continued)**

- Section 2 – No Change – T/A 05/13/13
- Section 3 – No Change – T/A 05/13/13
- Section 4 – No Change – T/A 05/13/13
- Section 5 – No Change – T/A 05/13/13
- Section 6 – No Change – T/A 05/13/13

**Article 51** – Holidays – No Change to entire Article – T/A 03/28/13

**Article 52** – Funeral Leave – No Change – T/A 03/28/13

**Article 53 – Health and Welfare – T/A 05/13/13 – National Summary of General Monetary for Health, Welfare and Pension shall be applicable. Language will be modified to incorporate the National Agreement.**

**Article 54 – Pension – T/A 05/13/13 – National Summary of General Monetary for Health, Welfare and Pension shall be applicable. Language will be modified to incorporate the National Agreement.**

**Article 55** – Leased Equipment – No Change – T/A 03/28/13

**Article 56** – Sanitary Conditions – No Change – T/A 03/28/13

**Article 57** – Protective Apparel – No Change – T/A 03/28/13

**Article 58 – Wages – T/A 05/13/13 – Modify rates and entry rates/progression per National Monetary Agreement. Housekeeping on job classifications**

**Article 59 – Workweek and Workday**

- Section 1 – No Change – T/A 03/28/13
- Section 2 – No Change – T/A 03/28/13
- Section 3 – No Change – T/A 03/28/13
- Section 4 – No Change – T/A 03/28/13
- Section 5 – No Change – T/A 03/28/13
- Section 6 – No Change – T/A 03/28/13
- Section 7 – No Change – T/A 03/28/13
- Section 8 – No Change – T/A 05/13/13
- Section 9 – No Change – T/A 03/28/13
- Section 10 – No Change – T/A 03/28/13
- Section 11 – No Change – T/A 03/28/13
- Section 12 – No Change – T/A 03/28/13
- Memorandum (Re: Act of God) – No Change – T/A 03/28/13

**Article 60 – Peddle Runs – No Change – T/A 03/28/13**

- Section 1 – No Change – T/A 03/28/13
- Section 2 – No Change – T/A 03/28/13
- Section 3 – No Change – T/A 03/28/13
- Section 4 – No Change – T/A 03/28/13
- Section 5 – No Change – T/A 03/28/13
- Section 6 – No Change – T/A 03/28/13
- Section 7 – No Change – T/A 03/28/13

**Article 61 – Part-Time Employees**

- Section 1 – No Change – T/A 03/28/13
- Section 2 – No Change – T/A 03/28/13
- Section 3 – No Change – T/A 03/28/13
- Section 4 – No Change – T/A 03/28/13
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- Section 7 – No Change – T/A 03/28/13
- Section 8 – No Change – T/A 03/28/13
- Section 9 – No Change – T/A 03/28/13

***Section 10 – Pension Fund – T/A 05/13/13 – Modify language to incorporate National General Monetary for Health, Welfare and Pension contributions.***

**Article 62 – Term of Supplemental Agreement – Change dates only – T/A 03/28/13**

Signature Page – Housekeeping Only

**For the Union:**

\_\_\_\_\_  
Tony Scott

\_\_\_\_\_  
Date

**For the Employer:**

\_\_\_\_\_  
Tony Nations

\_\_\_\_\_  
Date