

## Carolina Freight Council Automotive Maintenance Supplemental Agreement

For the Period: April 1, ~~2008~~2019 through March 31, ~~2013~~2024

*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 Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

### 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.

\_\_\_\_\_ (Company) 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 National Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2008~~2019 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 - UNION SHOP AND CHECK OFF

*NO CHANGE*

### ARTICLE 41- ABSENCE

*NO CHANGE, EXCEPT THE FOLLOWING:*

### Section 5.

**The employer will post and maintain a ninety (90) day notice alerting employees when their DOT credentials expire in order to help them maintain their operating privilege.**

### ARTICLE 42 – SENIORITY

*NO CHANGE, EXCEPT THE FOLLOWING:*

#### Section 1. Seniority Definitions

Company seniority for employees covered by this Agreement is defined as the period of employment since his last date of hire with the Company.

Garage seniority for employees covered by this Agreement shall be defined as the period of employment since his last date of hire by the Employer in any classification covered by the National Master Freight Agreement and any supplement thereto.

Effective April 1, 1985, any employee making a voluntary transfer between garages shall only enjoy garage seniority for the period of employment at the most recent garage at which he is working. In the event of an approved change of operation, the employee will exercise the period of employment at the garage where the employee is working as established by the change of operation. **The company must consider voluntarily transfer in this**

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**supplement between terminals in North and South Carolina made in writing before hiring to fill a vacancy or opening in terminal(s). Failure of any party as described in the Eastern Region review decision of June 2017 will subject the issue to the grievance machinery.**

**ARTICLE 43 - GRIEVANCE MACHINERY  
NO CHANGE**

**ARTICLE 44 – GRIEVANCE  
MACHINERY AND UNION LIABILITY  
NO CHANGE**

**ARTICLE 45 – DISCHARGE,  
SUSPENSION OR OTHER DISCIPLINARY  
ACTION  
NO CHANGE**

**ARTICLE 46 – EXAMINATION AND  
IDENTIFICATION FEES  
NO CHANGE**

**ARTICLE 47 – MEAL PERIOD  
NO CHANGE**

**ARTICLE 48 – PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. (Paid in full each week means employee is to receive all pay claimed in the pay period less any amount in dispute.) Not more than one (1) week's pay shall be held on an employee. All other employees shall be paid at the end of their working period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after work period. The Union and Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be provided with a statement of

gross earnings and an itemized statement of all deductions made for any purpose.

In the event the Company elects to establish a longer pay period, it agrees to establish a payroll period commencing at 12:01 A.M. Sunday and terminating at 2400 hours Saturday. The payday for such payroll period will be advanced one (1) day each week until the second Thursday following the close of the payroll period. Checks will be distributed at 12:01 A.M. on Thursday if available. If the checks are not available by 9:00 A.M. on Thursday, the Company will issue a draft to any employee upon request. The employee that gains seniority on or after April 1, 2008 will be required to participate in the direct deposit/debit card program supplied by the employer. Those employees that gained seniority prior to April 1, 2008 may voluntarily participate in the direct deposit/debit card program.

**Any employee who has payroll shortage of seventy-five dollars (\$75.00) gross or more will be corrected within three (3) business days (excluding Saturdays, Sundays, and Holidays) following the employee notifying the Company in writing. The Company through direct deposit or by draft will correct the payroll errors and pay the affected employee within three (3) business days (excluding Saturdays, Sundays, and Holidays). Failure to correct as described above will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays, and Holidays) until corrected.**

**ARTICLE 49 – PAID-FOR-TIME  
NO CHANGE, EXCEPT THE FOLLOWING:**

**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

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of any employee who has available Sick Leave, until his days of Sick Leave are exhausted. Should a federal or state-of-emergency be declared, the employees that are not able to report to work will not be charged as unexcused. Employees desiring pay sick/personal time during state-of-emergency should request the same.

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.

**ARTICLE 50 – VACATIONS**

**NO CHANGE, EXCEPT THE FOLLOWING:**

**\*\*\*SEE NATIONAL ECONOMIC SUMMARY\*\*\***

**Section 1.**

Employees who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

One year - one (1) week.

Two years or more - two (2) weeks.

Eight years or more - three (3) weeks.

Fifteen years or more - four (4) weeks.

Twenty years or more - five (5) weeks.

Effective for vacation to be taken in the year beginning January 1, ~~2004~~**2019** – six (6) weeks vacation after thirty (30) or more years of service.

Vacation pay shall be computed by multiplying forty-five (45) hours by the then prevailing straight time hourly rate at time of vacations.

**ARTICLE 51 – HOLIDAYS**

**NO CHANGE**

**ARTICLE 52 – HEALTH AND WELFARE**

**\*\*\*SEE NATIONAL ECONOMIC SUMMARY\*\*\***

**ARTICLE 53 – PENSION FUNDS**

**\*\*\*SEE NATIONAL ECONOMIC SUMMARY\*\*\***

**ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY**

**NO CHANGE, EXCEPT THE FOLLOWING:**

**Section 7. Rates of Pay**

**\*\*\*SEE NATIONAL ECONOMIC SUMMARY\*\*\***

Journeyman Mechanics	Per Hour
Trailer Journeyman	Per Hour
Helper	Per Hour
Garagemen	Per Hour
Parts Clerks	Per Hour
Parts Helpers	Per Hour
Casual Employees	Per Hour

**New Entry Rates**

Effective April 1, ~~2008~~**2019** all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

**\*\*\*SEE NATIONAL ECONOMIC SUMMARY\*\*\***

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The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost of living adjustments, under this Agreement.

**Section 8. New Departments**

If new departments and classifications, other than those set out in Article 42, Section 3, or those in existence, whichever is greater, for which rates of pay are not established by this Agreement, are put into effect after April 1, ~~1988~~**2019**, within operations covered by this Agreement, rates governing such departments shall be subject to negotiations between parties.

Rates agreed upon or awarded shall be effective as of the date the department and/or classification is established.

**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:

<b><u>April 1, 2019</u></b>	<b><u>\$400.00</u></b>
<b><u>April 1, 2020</u></b>	<b><u>\$400.00</u></b>
<b><u>April 1, 2021</u></b>	<b><u>\$400.00</u></b>
<b><u>April 1, 2022</u></b>	<b><u>\$400.00</u></b>
<b><u>April 1, 2023</u></b>	<b><u>\$400.00</u></b>

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. Payment shall be based on the 2008 through 2013 Memo of

Understanding and shall remain a part of this agreement.

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 – WORK DAY AND WORKWEEK**

*NO CHANGE*

**ARTICLE 56 – UNION JURISDICTIONAL RULES**

*NO CHANGE*

**ARTICLE 57 – SANITARY CONDITIONS**

*NO CHANGE*

**ARTICLE 58 – TOOLS**

*NO CHANGE*

**ARTICLE 59 – APPRENTICESHIP PROGRAM**

*NO CHANGE*

**ARTICLE 60 – 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. Two (2) days guaranteed pay regardless of day of death or day of funeral.

**Step father, mother, brother, sister, and step children will be eligible for funeral leave as described above per the Guidelines adopted by the National Grievance Committee on January 31, 1980.**

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**Regular employees will be granted one (1) day off with pay to attend the funeral of a grandparent.**

**ARTICLE 61 – SAFETY AND HEALTH  
NO CHANGE**

**ARTICLE 62 – PART-TIME EMPLOYEES  
NO CHANGE, EXCEPT THE FOLLOWING:**

**Section 9. Pension Fund**

**\*\*\*SEE NATIONAL ECONOMIC  
SUMMARY\*\*\***

**ARTICLE 63 - TERM OF  
SUPPLEMENTAL AGREEMENT  
NO CHANGE**

**MEMORANDA OF UNDERSTANDING  
ARTICLE 4 – STEWARDS  
NO CHANGE**

**ARTICLE 6 - MAINTENANCE OF  
STANDARDS  
NO CHANGE**

**ARTICLE 11 – BONDS  
NO CHANGE**

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, ~~2008~~**2019** to be effective as of April 1, ~~2008~~**2019** except as to those areas where it has been otherwise agreed between the parties:

**NEGOTIATING COMMITTEE**

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT  
INDUSTRY

NEGOTIATING COMMITTEE

James P. Hoffa, Chairman  
**Ernie Soehl**, ~~Phil Young~~, Co-Chairman

**CAROLINA FREIGHT COUNCIL**

**Union Negotiating Committee**

**Stephen Bishop**, Chairman

For the Employers:  
~~TRUCKING MANAGEMENT, INC.~~

**Gary Quinn**, Co-Chairman  
Phil Stanoch ————— Dan Thomas  
————— Len Waldo

**~~TRUCKING MANAGEMENT, INC.  
CAROLINA AREA~~**

~~Chairman~~