

# SOUTHERN REGION OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

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

*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**.

**Covering the Operations in the Territory of:**

**ALABAMA, ARKANSAS, FLORIDA, GEORGIA,  
LOUISIANA, MISSISSIPPI, OKLAHOMA,  
TENNESSEE, TEXAS, and the City of ASHEVILLE,  
N.C.**

**PREAMBLE**

To cover the drivers employed in the operations of in the Southern Region Area comprised of the following States: Alabama, Arkansas, Florida, Georgia Louisiana, Mississippi, Oklahoma, Tennessee, and Texas; and other cities where the Local Unions have drivers employed by the Employer in the above-named states.

ABF Freight hereinafter referred to as the "Employer," 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 provisions of this Agreement.

This Over-the-Road Supplement 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, **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.**

**Section 3. - Casual Employees**

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer to replace regular employees, when such regular employees are off due to illness, vacations, or other absence, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) the employee's name, address, telephone number and social security number, and,

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(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

**In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:**

**a) The transfer opportunity is a once in a lifetime opportunity;**

**b) The employee must notify the employer and local union, in writing, of their intent to transfer;**

**c) The transfer opportunity will be afforded when the company is in a hiring mode;**

**d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;**

**e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.**

### ARTICLE 41.

NO CHANGE

### ARTICLE 42.

#### Section 4. Vacancies and New Runs

(a) Vacancies, new runs, and new positions, are subject to seniority and shall be posted for bid, except as hereinafter provided. The employee with the highest seniority who bids shall receive such vacancy, new run, or new position. The posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid. Bids shall remain open, if requested by the Local Union or the Employer, for a period of fourteen (14) days, and runs shall be awarded within seven (7) days

thereafter. Seniority shall not govern assignment of equipment.

When foreign power courtesy is utilized at a foreign terminal the trips will be counted to add either new employees or to return laid off drivers back to active status.

When a foreign driver is used for eighteen (18) days/trips during a period of twenty-one (21) days, then a driver will be returned from layoff back to active status. When a foreign driver is used at any other time it will be counted as Supplemental or replacements pursuant to Article 40. Subterfuge of this procedure constitutes a violation and is subject to the grievance procedure.

(b) The bulletining of regular runs shall include the days and approximate time of departure, destination, the routes, types of run and number of days each week (approximate time of departure will not apply at agreed relay points). Drivers may, by majority vote elect not to have approximate departure times.

If there is no load for the bid driver at his/her approximate departure time, the driver will be called at least two (2) hours prior to his/her approximate departure time and either canceled or delayed, subject to call. Failure by the Employer to cancel or delay a bid driver two (2) hours prior, the employee will receive a two (2) hour penalty at the contractual rate.

If canceled, the driver, at the driver's option, may go to the extra board. The driver may not be forced on the extra board unless the extra board is exhausted. If delayed, he/she will be guaranteed his/her bid run during his/her bid day.

All runs shall be posted for bid at least once every six (6) months, which are April and October, and no later than the fifteenth (15th) of the aforementioned months, unless otherwise agreed to between the parties to this agreement as a result of a pending change of operations, etc. Minimum guarantee runs (those paid on hourly basis) shall not be posted for bid, but will be run off the extra board in accordance with their seniority as provided by this Agreement.

The number of regular runs to be posted for bid shall be determined by taking sixty percent (60%) of the number of runs operating between two (2) designated points, using the previous ~~ninety (90) days~~ **years'** time frames, or as otherwise agreed to.

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Turn around runs shall be bid ~~as such with no specific~~ **turnaround** destination **designated in the bid**, ~~or as otherwise agreed to.~~

Any vacancy occurring after the awarding of bids, shall be reposted within seven (7) days after creation of the vacancy.

(c) There shall be daily call times of one (1) hour each for all extra board drivers, beginning at 12:00 Midnight, and thereafter at 3:00 a.m., 6:00 a.m., 9:00 a.m., 12:00 noon, 3:00 p.m., 6:00 p.m. and 9:00 p.m. Extra board drivers with their rest up at the beginning of a call time will be offered, in seniority order, all known runs to depart prior to the next call time. Drivers must be available at their eligible call time and must accept a dispatch when called. Extra drivers at any terminal location may elect to waive the daily call time by majority vote and select another type of dispatch subject to agreement by the Union and the Employer. The above times as described 12:00 noon to 3:00 p.m., 6:00 p.m. to 9:00 p.m. may not apply to all Employers. Certain employees may elect to have different scheduled times such as at 1:00 p.m. to 3:00 p.m., 4:00 p.m. to 7:00 p.m., etc.

The Employer will make the sign-in and sign-out sheets available to the drivers for a minimum of fifteen (15) days, whether substitute service is used or not. Drivers are required to sign in and sign out properly and accurately with Equipment numbers, load destination, trip destination, via\_\_point(s), home domicile and seniority number. This will be policed by the Employer and stewards Failure to do so will result in: Warning letter (first (1st) occurrence), Three (3) day suspension (second (2nd) occurrence), and discharge (third (3rd) occurrence), subject to Article 45.

(d) Extra employees at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from their home terminal, provided they travel the same routes. On lay-down runs, off route VIAs will also be returned in the same order as dispatched from their home terminal provided they clock in within one (1) hour of the straight through run and provided the driver notifies the dispatcher on arrival that he/she is within the one (1) hour. They may be dispatched ahead of regular employees, provided such dispatch does not result in the cancellation of regular runs back to the home terminal. An extra employee at a point away from the home terminal shall be entitled to the first extra trip to his/her home terminal.

At Point of First Destination

When a regular over-the-road driver from another region ~~or the Southern Region~~, arrives at his first Southern Region destination point where he/she goes on rest, he/she must then be dispatched direct or VIA back to his/her home terminal or to a point from which he/she can be dispatched direct or VIA to his/her home terminal.

If, as above mentioned, he/she is dispatched to another region, ~~or Southern Region~~ point where he/she can reach his/her home terminal in one dispatch, then he/she must be dispatched direct or VIA to his/her home terminal. The dispatch will NOT be over the terminals primary.

### **Application of Article 42, Section 4 at Point of First Destination**

~~Bids must be protected within that bid day when a foreign driver is dispatched to a point other than his home domicile based on the A-B-C-D dispatch principal. In addition, the extra board will be protected on a one-for-one basis.~~

~~Example: A Little Rock driver is dispatched in the following manner~~

- ~~A. Little Rock to Dallas (Little Rock primary)~~
- ~~B. Dallas to Laredo~~
- ~~C. Laredo to Dallas~~
- ~~D. Dallas to Little Rock (Little Rock primary)~~

~~The Dallas board must be exhausted for the Little Rock driver to be dispatched to Laredo and the Dallas bids will be protected within that bid day. In addition if the Dallas extra board is run around, the protection will be for the actual driver(s) that are run around.~~

~~There is no road board in Laredo, so no protection will apply.~~

~~When the Little rock driver is rested in Dallas he can be returned home in his primary lane without violating the Dallas board.~~

Any other dispatch would be a violation of the Local Union's board, and subject to the grievance procedure unless the board was exhausted.

If no load is available to extra employee's home terminal he/she may be dispatched to another point after all domiciled employees are dispatched.

If no load is available to extra employee's home terminal, driver may be dispatched to another point

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with empty equipment without regard to domiciled extra board employees in order to get him/her home on his/her next dispatch.

Drivers at the point of second destination may request to return home on their fourth (4th) dispatch. However, the driver must make such request in writing and punch the clock (where available) at the end of their second (2nd) dispatch.

Either a regular or extra employee may be dispatched on VIA dispatch without regard to extra employees at VIA terminals. Extra employees may be dispatched VIA his/her home terminal if that dispatch does not violate the above paragraph and does not cancel a regular employee at that terminal. The Employer and the Local Union may establish dispatch rules, these rules will be in writing and signed by both parties. These dispatch rules must be submitted for approval to the appropriate Grievance Committee within ninety (90) days from the date of the signing of this Agreement. Upon failure of either party to agree to establish dispatch rules the following shall apply: Extra employees upon arrival at home terminal may pick or choose his/her next destination and hold for same in his/her seniority order as long as there are drivers available to perform the work.

In the event the dispatch of an extra employee is changed, he/she shall be paid the applicable rate for the type of run he/she actually performed, subject to the eight (8) hour guarantee.

Wreck of equipment or incapacity of employee, or if dispatch is not completed because of a strike of a Teamsters Union, shall not be considered a broken dispatch.

An employee is not eligible for dispatch until his/her elapsed time in a terminal is equal to the minimum running time plus a statutory rest period. For example; An employee dispatched at 12:00 noon from his/her home terminal on a run that requires eight (8) hours running time will not be eligible for dispatch at the foreign terminal until sixteen (16) hours past the 12:00 noon original dispatch, or 4:00 a.m. the following morning.

The bid and/or dispatch day shall be the calendar day, midnight to midnight, unless otherwise mutually agreed to by the Local Union and Employer involved. Should there be a dispute as to the mutual agreement of the bid and/or calendar day between the Employer and the Local Union that dispute shall be subject to the grievance procedure. Such agreement must be in writing and signed by both parties with a copy filed with

the proper Grievance Committee as provided for in this Agreement. The Local Union and Employer shall arrive at an agreement on the minimum running time and shall file said agreement with the Grievance Committee.

(e) A regular employee at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from their home terminal provided they travel the same routes. On laydown runs, off route VIAs will also be returned in the same order as dispatched from their home terminal provided they clock in within one (1) hour of the straight through run and provided the driver notifies the dispatcher on arrival he/she is within the one (1) hour. A regular run may be canceled at the home terminal in order to get an extra employee back to his/her home terminal for a weekend or a holiday, or any time with empty equipment. If the dispatch of a regular employee is broken, he/she will be paid for miles driven and work performed provided he/she reaches his/her bid destination. If the change in dispatch results in the bid driver not reaching his/her bid destination, he/she will be paid miles to his/her bid destination.

(f) Road drivers may drop and hook at all terminals except those with hostlers on duty. The pay for the road driver will be actual time spent when only switching tractors. When changing trailers, the first trailer change will be paid at fifteen (15) minutes for the drop and fifteen (15) minutes for the hook. All remaining trailer changes (drops and hooks) will be paid for actual time spent during the tour of duty.

At terminals with 75 or fewer local cartage employees, a road driver that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver's home domicile or at his/her lay down destination.

Terminals will continue to pre-string loaded trailers when equipment is available. Converter gears will be placed in front of the rear trailer at security terminals where two (2) trailers have been closed and scheduled to run together. Empty trailers and single trailers will not have to be pre-strung unless the driver is taking rest at the same location. Drivers will be hooked and ready if equipment is available. The penalty for failure to pre-string will be four (4) hours at the hourly rate.

(g) All drivers will be subject to an eight (8) hour guarantee for miles driven and work performed. Any driver in motion arriving at a destination with available hours to continue working may be dispatched to another destination without regard to the drivers at that domicile. The extended dispatch will be paid actual

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miles driven and/or work performed. The eight (8) hour guarantee shall be paid on a bed-to-bed basis which will include all work performed and miles driven.

(h) An Act of God, or any other circumstance beyond the Company's control, shall not constitute a broken dispatch.

### Section 5. Time Off

The Employer shall provide in its dispatch rules and/or procedures suitable provisions relating to time off at the home terminal.

Any procedure or rule agreed to shall not be less than the following:

When an extra board driver has performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request. If the driver does not take the time off, the driver will be entitled to seventy-two (72) hours off after twelve (12) tours of duty on request.

If the driver does not take time off, the driver will be entitled to ninety-six (96) hours off after eighteen (18) tours of duty, on request. The driver may take the time off only after the sixth (6th) or twelfth (12th) or eighteenth (18th) tour of duty.

If a driver has performed less than six (6) tours and is dispatched and returns with more than six (6) tours, it will be considered six (6) tours for requesting time off.

EXAMPLE: A driver has five (5) tours and is dispatched. Upon return the driver has seven (7) tours. The driver will qualify for time off even though it is not six (6) or twelve (12) tours.

If a driver chooses not to take time off, the driver may run twenty-four (24) tours or more and shall be entitled to thirty-six (36) or seventy-two (72) or ninety-six (96) hours off on request. If a driver has accumulated sufficient time off and more than ninety-six (96) hours is requested, that time off shall be subject to not more than fifteen percent (15%) of the active extra board drivers being off for any reason, excluding vacations and long term illnesses. The driver must run six (6) more tours of duty before being eligible for time off again.

A driver may accumulate up to thirty (30) calendar days off.

If a driver requests thirty-six (36) hours off and goes back on the board in less than thirty-six (36) hours, it shall be considered as thirty-six (36) hours off.

Beyond the thirty-six (36) hours, all time off shall be considered as twenty-four (24) hour periods.

An extra board employee shall not be compelled to report to work at home terminal until he/she has had ten (10) hours off-duty time.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement.

If an extra board driver has been available for fourteen (14) days, but has not performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request.

Bid Drivers may drop their sixth (6th) trip on six (6) day turn around runs, or sixth (6<sup>th</sup>) trip on three (3) and three (3) laydown runs at the drivers option.

**Turn bid drivers may use any compensated day to count as a trip toward dropping their sixth (6) bid run. Lay down bid drivers must use two (2) compensated days to drop their sixth (6<sup>th</sup>) bid run.**

Extra-Board Drivers may slide one (1) call "periods" or "Blocks" upon arrival at the home terminal, provided the extra-board is not exhausted, unless otherwise agreed.

#### ARTICLE 43.

*\*SEE: ABF NMFA ARTICLES 7 & 8\**

#### ARTICLE 44.

*\*SEE: ABF NMFA ARTICLES 7 & 8\**

#### ARTICLE 45.

*\*SEE: NATIONAL AGREEMENT\**

#### ARTICLE 46.

*NO CHANGE*

#### ARTICLE 47.

*NO CHANGE*

#### ARTICLE 48.

*NO CHANGE*

#### ARTICLE 49.

All regular employees and all other employees covered by this Agreement shall be paid in full each week and not later than the end of their working period. Not more than fourteen (14) days shall be held on an

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employee. Each employee shall be provided with statement of his/her gross earnings and of deductions made for a purpose. In the event a driver's pay for time is cut or changed in any way, they will be notified in writing immediately.

All regular employees who recognize a pay shortage in excess of ~~eight (8)~~ **four (4)** hours of pay at the current rate will receive a draft from the Employer by the end of the next business day.

**When a bonafide pay shortage of four (4) hours or greater is recognized, the Employee must notify the Employer in writing.**

**If the Employer fails to pay the shortage by the end of the next business day, the Employee shall be paid eight (8) hours per day until the shortage is paid by the Employer.**

If a holiday falls on a payday, employees shall be paid on the day before the holiday except in the case of personal holiday such as a birthday, etc.

The pay week for all Employees shall be Sunday through Saturday for pay and benefits.

Where not prohibited by State law, all employees hired after the date of ratification are required to use electronic deposit of their paychecks. If the employee is enrolled on Direct Deposit and the employee's pay is not deposited to their bank account on payday due to employer error, the employee's pay will be deposited to the employee's account by means of Electronic Funds Transfer or the employee will be paid by station draft that same day.

If an employee hired after the date of ratification is unable to obtain a bank account, he/she will be paid electronically using a pay card/debit card. If for reasons beyond the Employer's control, such as weather delays, express mail failure, etc, an employee's "paycheck" or debit card does not arrive at the employee's facility by payday, a replacement check will be issued at the General Office and mailed to the employee's facility by the end of that business day.

### ARTICLE 50.

#### Section 1. General

All time spent in the service of the Employer is to be logged according to DOT requirements.

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty. Such payment for employee's time when not driving shall be the hourly rate.

Excluding minimum runs, employees will be paid a minimum of five (5) minutes for each enroute instructed telephone calls. Any additional time requested by the employee will require documentation.

#### Guarantees/DOT Inspections

Drivers will be paid for all time over fifteen (15) minutes as a result of overloads, certificate violations, and D.O.T. or any other regulated inspections, in the event a driver receives a citation through no fault of the employee, all time lost as a result will be paid. Road closures, road construction, serious accidents, and railroad crossing delays will also be paid for all time over thirty (30) minutes.

**When a bid driver cannot complete his or her bid for reasons caused by the Company (e.g. waiting/delay at service center) the bid driver will be paid bedtime and a minimum of eight (8) hours from bed point to destination.**

**One (1) Steward shall be compensated at the highest applicable rate for all time reasonably spent attending local level meetings/hearings with the Company. Local level meetings shall be held as not to interfere with a Steward's regular run or shift.**

### ARTICLE 51.

*\*SEE: NATIONAL AGREEMENT\**

### ARTICLE 52.

#### Section 6.

This Section will not apply when the work performed plus miles driven would exceed the ~~fifteen (15)~~ **fourteen (14)** hour limitation in accordance with DOT regulations, which include a maximum of ~~ten (10)~~ eleven (11) hours driving time and ~~five (5)~~ **four (4)** hours work time, resulting in the loss of a trip or trips to the employee.

### ARTICLE 53.

*\*SEE: NATIONAL ECONOMIC SETTLEMENT\**

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**ARTICLE 54.**

NO CHANGE

**ARTICLE 55.**

\*SEE NATIONAL AGREEMENT\*

**ARTICLE 56.**

The following holidays shall be paid for at the rate of eight (8) hours' pay for the holiday in addition to any monies an employee may earn on such holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, the employee's birthday, employee's anniversary date, Christmas Eve Day, Christmas Day, 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 instead of Memorial Day listed above. The employee's anniversary date shall apply in Oklahoma. Employees in Oklahoma shall receive a personal holiday.

In order to qualify for holiday pay, it is provided that the regular extra employee must work the regular workday immediately preceding or following the holiday, if said employee is requested to so and has not exhausted his/her hours of work, or unless he/she is unable to work on account of proven illness, or unless absence mutually agreed.

If a holiday falls within the vacation period of a regular employee he/she shall receive pay for such holiday in addition to his/her vacation pay.

Regular employees shall be paid holiday pay for any holiday that occurs within thirty (30) days after they are laid off, such holiday pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement.

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight time hours, in addition holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay, except for the following: In the event a road driver should have two (2) holidays fall on the same day, he/she will be compensated for two (2) worked holidays and a maximum of twenty-four (24) straight time hours of holiday pay.

**A driver may take a personal holiday (birthday or anniversary) any day of the week it falls or any day the following week, provided the Employee gives the Company seven (7) days written notice prior to the actual date of the holiday. A bid laydown driver**

**would be required to use a compensated day to cover the second (2<sup>nd</sup>) day.**

**ARTICLE 57.**

\*SEE: NATIONAL AGREEMENT\*

**ARTICLE 58.**

\*SEE: NATIONAL AGREEMENT\*

**ARTICLE 59.**

NO CHANGE

**ARTICLE 60.**

NO CHANGE

**ARTICLE 61.**

NO CHANGE

**ARTICLE 62.**

NO CHANGE

**ARTICLE 63.**

NO CHANGE