

Carolina Freight Council City Cartage 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 city pickup and delivery, peddle runs, and all dock employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

The _____
(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 Local Cartage Supplemental Agreement is supplemental to and becomes a part of the 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 – SCOPE OF AGREEMENT
NO CHANGE

ARTICLE 41 – ABSENCE
NO CHANGE, EXCEPT THE FOLLOWING:

Section 5.

When the Operating Privilege or License of a city driver has been revoked for a period of thirty (30) days or more for medical reasons, the affected employee who is medically and otherwise qualified may request in writing, and will be granted, work opportunity at that terminal in another classification as provided in Article 61, Section 6 of this Agreement.

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 2.

Terminal seniority for an employee 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. There shall be no bidding between classifications, except where there is a need for an additional regular employee in another classification. Where there is a need for an additional regular employee in any classification covered by this Agreement, any employee in another classification who is qualified to perform the work, shall have the

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right to bid for such work. The senior employee bidding shall be awarded the work and he shall retain his terminal seniority for all purposes in the new classification.

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

Section 3.

Unless otherwise mutually agreed to at breakbulk terminals, bids pursuant to this Section for the switcher classification will include a line haul and/or a dock switcher position where applicable. Employees awarded such bids will be subject to complete interchangeability for available work. There will be no bumping within the switcher classification. Where there is no bid switcher classification (or bidding of primary duties) employees assigned switching duties will be permitted to select line haul switching, dock switching or other switching duties by seniority on a daily basis. Such selection shall only take place prior to the beginning of the shift. This assignment is subject to complete interchangeability for available work. There is no bumping within the switcher assignment. Unassigned employees may be assigned where needed. **At YRC Freight employees assigned to interchangeability must work thirty (30)**

minutes in their bid classification before being moved.

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

NO CHANGE

ARTICLE 49 – PAID FOR TIME

Section 1.

All employees covered by this Agreement shall be paid for all time spent in 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 he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for. **Any employee who has payroll shortage of seventy-five**

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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.

Section 2. 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.

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.

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 employment — 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 forty-five (45) hours at the then prevailing straight time hourly rate at time of vacation for each week of vacation.

ARTICLE 51 – HOLIDAYS

NO CHANGE

ARTICLE 52 – 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.

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

ARTICLE 53 – HEALTH AND WELFARE

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

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ARTICLE 54 – PENSION FUNDS
*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 55 – LEASED EQUIPMENT
NO CHANGE

ARTICLE 56 – SANITARY CONDITIONS
NO CHANGE

ARTICLE 57 – PROTECTIVE APPAREL
NO CHANGE

ARTICLE 58 – WAGES
*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 59 – WORKWEEK AND WORKDAY
NO CHANGE, EXCEPT THE FOLLOWING:

Section 7.

The Employer may utilize employees interchangeably in the various classifications, giving preference to seniority. (Details to be worked out at each terminal.) When an employee is requested to do work in a higher rated classification he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower rated work performed. **YRC Freight shall follow Article 42, Section 3 when using interchangeability employees.**

ARTICLE 60 – PEDDLER RUNS
NO CHANGE

ARTICLE 61 –PART-TIME EMPLOYEES
NO CHANGE

ARTICLE 62 – TERM OF SUPPLEMENTAL AGREEMENT
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
~~Tyson Johnson~~**Ernie Soehl**, Co-Chairman

CAROLINA FREIGHT COUNCIL
Union Negotiating Committee

Stephen Bishop, Chairman

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

Gary Quinn, Co-Chairman
~~Len Waldo~~

~~TRUCKING MANAGEMENT, INC.~~
CAROLINA AREA

~~, Chairman~~