

Carolina Freight Council Over-the-Road 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 the drivers 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 Over-the-Road 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 and 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When the Operating Privilege or License of a driver has been revoked for a period of thirty (30) days or more for medical reasons, the affected employee who is medically and otherwise qualified may request in writing, and will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 the Carolina City Cartage Supplemental 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 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 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 voluntarily transfer in this supplement between terminal(s) 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 Easter 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 – LODGING

NO CHANGE

ARTICLE 49 – PAY PERIOD

NO CHANGE

ARTICLE 50 – PAID FOR TIME

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. General

Any employee who has payroll shortage of seventy five (75) dollars 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 4. Layover

When a single operation employee is required to lay over away from his home terminal layover pay shall commence following the thirteenth (13th) hour after the end of his run. He shall receive layover pay for each hour or fraction thereof held over up to eight (8) hours in the first twenty-one (21) hours of the layover period commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within twenty- one (21) hours after the run ends. The same principle shall apply to each succeeding twenty-one (21) hour period with layover pay commencing after the thirteenth (13th) hour.

On Sundays and holidays, meals shall be allowed in addition, as follows: as of 7:00 a.m., 12:00 noon and 6:00 p.m., \$108.00 for breakfast, \$108.00 for lunch, and \$129.00 for dinner.

For meal allowance other than Sundays and holidays, drivers will be entitled to such meal allowance after the seventeenth (17th) hour of

the first layover period and after the thirteenth (13th) hour on subsequent layovers after the first.

Section 11. 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. Two (2) days sick leave pay will be paid for each trip missed for sickness or accident of A-B-A bid driver, until his days of sick leave are exhausted. The personal day(s) will be paid and awarded in accordance with the above guidelines provided the employee notifies the employer as set out in the terminal work rules and or policy prior to the driver becoming available for work call. 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 51 – PICKUP AND DELIVERY LIMITATIONS
NO CHANGE, EXCEPT THE FOLLOWING:

The operations shall be dock to dock, and there shall be no pickups or deliveries permitted at either end of the run except that one (1) pickup of a solid load at point of origin and one (1) delivery of a solid load at destination shall be allowed provided that the driver receives the following rate or the prevailing city scale, if higher, for such service, including time lost through delivery. At no time shall any provision of this contract permitting pickup and delivery supersede the provisions of any Local Cartage Contract, which prohibits such pickup and delivery.

Hourly Rates (Subject to the hiring rates as provided in Article 52, Section 1)

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

ARTICLE 52 – MILEAGE AND HOURLY RATES

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

ARTICLE 53 – TURN-AROUND RUNS
NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Hourly Rates of Pay

(Subject to the hiring rates as provided in Article 52, Section 1.)

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

ARTICLE 54 – THROUGH RUNS
NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Hourly Rates

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

ARTICLE 55 – SUBSEQUENT RUNS

Where an employee accomplishes an “inbound” through run of less than ~~300~~**400** miles to his home terminal he may be ~~given~~**offered** one (1) subsequent road turnaround run upon reaching his home terminal. In such event the inbound through run and subsequent road turnaround run may be coupled for pay purposes.

The driver will be guaranteed a minimum of eight (8) hours’ pay for all miles driven, delay

and work performed for the entire tour of duty. Where pay for miles driven, delay and work performed exceeds the eight (8) hour minimum, he shall be paid the greater. It is understood the driver must have available hours to make the subsequent turnaround run and if the Company fails to get him home in the same tour of duty he will be entitled to be paid for all time delayed until he returns to his home terminal, however, this shall not apply to drivers taking statutory rest as a result of breakdown or impassable highway on the subsequent run.

Runs within the city or peddle run area under the Local Cartage provisions of this Supplement cannot be subsequent runs under this Article but shall be paid in accordance with the Local Cartage provisions.

**ARTICLE 56 - TWO-MAN OPERATION
NO CHANGE, EXCEPT THE FOLLOWING:**

Section 1. Mileage Rate of Pay

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

**Section 2. Pickup and Delivery and Delay
Time**

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

**ARTICLE 57 – VACATIONS
NO CHANGE, EXCEPT THE FOLLOWING:**

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

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days where they have been employed one (1) year, and twelve

(12) consecutive working days where they have been employed two (2) years or more. Employees shall receive a vacation with pay of eighteen (18) consecutive working days where they have been employed eight (8) years or more. Employees shall receive a vacation with pay of twenty-four (24) consecutive working days where they have been employed fifteen (15) years or more. Employees shall receive a vacation with pay of thirty (30) consecutive working days where they have been employed twenty (20) years or more. Effective for vacations to be taken in the year beginning January 1, 2004~~2019~~**2019**, six (6) weeks vacation after thirty (30) or more years of service with thirty-six (36) working days with pay.

**ARTICLE 58 – HOLIDAYS
NO CHANGE**

ARTICLE 59 - HEALTH AND WELFARE

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

ARTICLE 60 – PENSION FUNDS

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

ARTICLE 61 – 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.

~~John Dale, Co-Chairman~~

~~TRUCKING MANAGEMENT, INC.~~
CAROLINA AREA
Gary Quinn, Chairman

ARTICLE 62 – STEEL HAUL ONLY
NO CHANGE

ARTICLE 63 – PROTECTIVE APPAREL
NO CHANGE

ARTICLE 64 – TERM OF SUPPLEMENT
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.~~
Mitch Lilly, ~~Co-Chairman~~