

CAROLINA FREIGHT COUNCIL CITY CARTAGE SUPPLEMENTAL AGREEMENT

For the Period: 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**.

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.

ABF Freight System, Inc. 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 ABF Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2013~~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 45.

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, excepting that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of, or being under the influence of alcoholic beverages while on duty, use of narcotics (as prescribed by the Pure Food and Drug Act), barbiturates, or amphetamines while on duty, violation of Article 35, Section 3, willful damage to company property or equipment, or engaging in physical violence while on company property or on duty, to the employee who initiates such action, recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers or failure to report a serious accident or one which the employee would normally be aware of, the carrying of any firearm(s) on Company property or equipment (except in the employee's personal vehicle). Discharge or suspension must be by proper written notice to the employee and the Union affected. Warning notices shall have no force or effect after nine (9) months from the date thereof. No employee shall be disciplined for "excessive personal time" while working on the dock based solely on data received from informational technology.

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, **falsification of logs records, claims for compensation and other documents, theft of time or property**, theft of time or property, vandalism, or physical violence for which

ARTICLE 40.

NO CHANGE

ARTICLE 41.

NO CHANGE

ARTICLE 42.

NO CHANGE

ARTICLE 43.

NO CHANGE

ARTICLE 44.

NO CHANGE

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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.

Suspensions other than for offenses enumerated in this Article will not be implemented, if a timely protest is made, until such time as the Union and Employer agree the suspension is appropriate or until after the Carolina Bi-State Grievance Committee makes a final determination.

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial, or no compensation for time lost. Appeal from discharge must be taken within ten (10) calendar days by written notice to the Employer and filed with the Carolina Bi-State Committee. If not resolved, a discharge grievance shall be placed on the first agenda of the Carolina Bi-State Committee following the filing of the grievance.

The Employer is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules they shall be submitted to the grievance procedure as established by this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted with approval of the Bi-State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

NO CHANGE **ARTICLE 46.**

NO CHANGE **ARTICLE 47.**

NO CHANGE **ARTICLE 48.**

ARTICLE 49.

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.

Inclement weather days: In the event of a State or Federal "State of Emergency" declaration due to inclement weather, absences will not trigger automatic payment of a sick/personal day, unless requested by the employee.

ARTICLE 50.
SEE: NATIONAL AGREEMENT

ARTICLE 51.
NO CHANGE

ARTICLE 52.
SEE: NATIONAL AGREEMENT

ARTICLE 53.
SEE: NATIONAL AGREEMENT

ARTICLE 54.
SEE: NATIONAL AGREEMENT

ARTICLE 55.
NO CHANGE

ARTICLE 56.
NO CHANGE

ARTICLE 57.
NO CHANGE

ARTICLE 58.
SEE: NATIONAL AGREEMENT

ARTICLE 59.
NO CHANGE

ARTICLE 60.
NO CHANGE

ARTICLE 61. PART TIME EMPLOYEES

Section 10. Pension
SEE: NATIONAL AGREEMENT

Remainder of Article: NO CHANGE