

**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
PICKUP AND DELIVERY
SUPPLEMENTAL AGREEMENT
COVERING EMPLOYEES OF PRIVATE,
COMMON, CONTRACT AND LOCAL
CARTAGE CARRIERS**

**For the Period of
April 1, ~~2008~~ 2013 through March 31, ~~2013~~-2018
Covering the Operations
in the Territory of:**

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

PREAMBLE *REFER TO THE NATIONAL AGREEMENT*****

This Local Freight Forwarding Pickup and Delivery Supplement 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~~ 2013 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. *Refer to National Language on Subcontracting*****

Section 1. Scope of Agreement – No Change

HOURS/SHIFTS

The Company may utilize five (5) eight’s (8’s) / four (4) tens (10’s) or any other combination of hours that is mutually agreed to between the parties.

Section 2. Employees Covered – No Change

Section 3. Over-the-Road Work – No Change

ARTICLE 41.

Section 1. Probationary Employees – No Change

Section 2. Casual Employees

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, and shall not be counted in the computation of adding employees to the regular seniority list. In order for the Employers utilization of replacement casuals not to be counted in the computation of adding employees to the regular seniority list, the replacement casual must work the shift of the regular employee or within three (3) hours of said regular employee's shift. ~~In order for a casual to replace a regular employee, such casual must be as qualified and/or more qualified than the regular employee being replaced, otherwise the casual will be counted as a supplemental casual.~~ **In order for a casual to replace a regular employee, such casual must be qualified to perform the work in the position vacated by the regular employee he/she is replacing; otherwise the casual will be counted as a supplemental casual.**

Allegations of abuse are subject to the grievance procedure.

~~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;~~

Section 3. - Preferential Casuals –No Change

Section 4 – No Change

Section 5. – No Change

Section 6. – No Change

ARTICLE 42. SENIORITY

Section 1. - No Change

Section 2. Reduction in Force – No Change

Layoff and Recall

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked in any five (5) out of seven (7) days, or, ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

If such employee does not immediately return to work and a laid off employee or a casual is called to replace the employee that was recalled as outlined above, the day (s) worked by the replacing employee or casual will not count under the five (5) out of seven (7) day formula to return another employee to regular status.

Section 3. – No Change

Section 4. Bulletining of Jobs **Refer to National Language regarding start times******

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

ARTICLE 43. ABSENCE – No Change

ARTICLE 44 GRIEVANCE COMMITTEES – No Change

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY – No Change

ARTICLE 46. DISCHARGE OR SUSPENSION – No Change

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Should the Employer or Government body find it necessary to require employees to carry or record full personal identification, (i.e.: ID Badges), such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. The employee will be allowed to have such personal identification requirements made on Company time. **Employees may be required to show their driver's license and Company identification to customers, and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license. The Company identification will not have personal information on it such as home address or social security number.**

ARTICLE 48. PAY PERIOD

~~It is understood and agreed that Yellow Transportation will change their pay week to Sunday through Saturday for pay and benefits, effective October 01, 2010. Should the corporation determine that an extension to the effective date is necessary, it will notify the Southern Region Negotiating Committee, in writing, of the extension required and the new effective date, recognizing that time is of the essence.~~

ARTICLE 49. WASH ROOMS AND LUNCH ROOMS – No Change

ARTICLE 50. HEALTH AND WELFARE *Refer to National Monetary Settlement*****

“Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 51. PENSION *Refer to National Monetary Settlement*****

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 52. VACATIONS *Refer to National Monetary Settlement*****

Section 1.

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2.

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3.

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4.

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5.

A vacation of five (5) weeks shall be granted with pay to all employees who have worked for the Employer for a period of twenty (20) years or more

Section 6.

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) and sixth (6th) week of vacation if any qualified employee is on layoff.

Section 7.

~~At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.~~

At least sixteen percent (16%) of the employees at the terminal involved shall be permitted to take their vacation at the same time during the months of June, July and August.

Vacations may be taken in increments of one (1) week at a time.

Section 8. No Change

Section 9. No Change

ARTICLE 53. HOLIDAYS – No Change

ARTICLE 54. PAID-FOR TIME

Section 1. General Section

******REFER TO NATIONAL AGREEMENT REGARDING BREAKS******

The employees will be entitled to two (2) ten (10) minute breaks per shift. There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.

Section 2. Call-back Time Section – No Change

Section 3. Meal Period – No Change

ARTICLE 55.

Section 1. Wages and Hours

First 2 Paragraphs – No Change

The parties hereto recognize, however, that because of changing conditions of employment, it may be mutually beneficial to both the Employer and the employees to establish a four (4) ten hour day workweek, time and one-half (1-1/2) after ten (10) hours per day and/or forty (40) hours per week. The Employer may establish by proper bid four (4) consecutive days of ten (10) hours each, or four (4) days of ten (10) hours each with two (2) consecutive off days. **At least twenty percent (20%) of the four (4) Ten (10) hour bids must have three (3) consecutive off days unless otherwise mutually agreed. When calculating the 20% threshold, it is understood that any fraction above the calculated bid number will be rounded up to the next whole number.**

The Remaining Language Stays The Same –No Change

Section 2. Rates of Pay

The hourly rate of pay shall be as follows:

******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

ELIMINATE ALL REFERENCE TO BID FORD LIFTS THROUGHOUT.

Checker
Driver
Switchman
(hostler)
~~Forklift~~
~~Operator~~
Dockman

Entry Rates (New Hires)

******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

- (a) Effective first (1st) day of employment - seventy-five percent (75%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year - eighty percent (80%) of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months - ninety percent (90%) of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years - one hundred percent (100%) of the current rate.

The above rates of pay shall not apply to casual employees.

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

Change Casual rates of pay as follows:

Casual rates of pay to be effective on the date of ratification:

The hourly rate for Dock only casuals shall be as follows:

*****SEE NATIONAL ECONOMIC SETTLEMENT IN MASTER AGREEMENT*****

All Combination Casual wage rate will be increased according to the following schedule:

Classification:

(a) Where two (2) or more hostlers are bid at the same starting time, seniority shall prevail on all available jobs, unless otherwise mutually agreed. There shall be no bumping allowed after these assignments.

*****REFER TO NATIONAL AGREEMENT REGARDING WORK ACROSS CLASSIFICATION*****

*****REFER TO NATIONAL AGREEMENT REGARDING BID FORKLIFTS*****

~~(b) To determine the number of forklift operators on a shift at a breakbulk terminal, a ratio of six (6) employees assigned to the dock for each forklift operator will be utilized. At terminal locations where there are no lifts bid on a shift, forklift work will be offered in seniority order; however, if there are four (4) or more hours of lift work on a shift, the Local Union may require a bid lift for that shift.~~

Employees may be assigned to load to and from the dock or, when loading/unloading their particular assigned unit, may use a forklift to handle the freight as necessary, ~~when the above ratios are met.~~

Section 3. Unassigned Employees – No Change

Section 4. – No Change

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9.

*****REFER TO NATIONAL AGREEMENT REGARDING WORKING SUPERVISOR*****

At no time will any employees with supervisory authority of the Employer signatory to this Supplement be permitted to perform work covered by this Supplement for their Employer or any other Employer signatory to this Supplement except as provided in Article 9 of the Master Agreement. Violation of this clause will be a direct violation of this Agreement, except as provided for in Article 9 of the Master Agreement.

Section 10. – No Change

Section 11. – No Change

Section 12. – No Change

Section 13.

If the Employer elects to work regular employees on their sixth (6th) day, seventh (7th) day or on a holiday, seniority and qualifications shall prevail. In all other cases (early call and shift extension), seniority and classification will continue to apply. Where an employee is assigned to a particular route or customer, the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his/her off day, or holiday, such employee must have had ten (10) hours off duty prior to the commencement of the shift on his/her off day or holiday. If an employee works on his/her off day, he/she shall be paid time and one-half (1 & 1/2) for the sixth (6th) day and double time for the seventh (7th) day. If employees are called to work on their sixth (6th) day or seventh (7th) day, in addition to a regular bid shift, they may only exercise their seniority for towmotor, hostling or city driving, behind the regular bid shift employee. Any bid driving employee will be considered eligible for work on a seventh (7th) day if he/she is able to protect his/her bid start time the following day with the required DOT rest and hours of service.

The employer may be permitted to work the active seniority board twenty-five percent (25%) of the straight time hours in overtime. In the event the employee exceeds the twenty-five (25%) overtime allowance in any thirty (30) days of two (2) consecutive months, the employer shall add one additional employee to the seniority list. This provision is not applicable during the months of June, July and August, provided the overtime is due to replacing summer vacation absences.

Section 14. – No Change

Section 15. – No Change

Section 16. – No Change

Section 17. Protective Equipment – No Change

ARTICLE 56. LEASED EQUIPMENT – No Change

ARTICLE 57. FUNERAL LEAVE – No Change

ARTICLE 58. ADDENDA – No Change

ARTICLE 59. ELIMINATION OF BONUS – No Change

ARTICLE 60. MOONLIGHTING – No Change

ARTICLE 61. TERM OF AGREEMENT

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.

NEGOTIATING COMMITTEES
FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE

, Chairman
, Co-Chairman

FOR THE EMPLOYERS:
TRUCKING MANAGEMENT, INC.
NATIONAL NEGOTIATING COMMITTEE
, Chairman

IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION:

LOCAL UNION No. _____, Affiliate of
I. B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE EMPLOYER:

(Employer)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

By _____
(Street)

Its _____
(City/State)

DATE SIGNED