

Southern Region Area Local Freight Office Clerical Employees 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 Master 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~~.

Covering

**EMPLOYEES OF PRIVATE, COMMON,
CONTRACT AND LOCAL
CARTAGE CARRIERS**

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 employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter 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 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~~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. PROBATIONARY AND
CASUAL EMPLOYEES**
NO CHANGE

ARTICLE 42. SENIORITY
NO CHANGE

ARTICLE 43. ABSENCE
NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. Leave of Absence
Sick/Personal Leave

(c) Effective April 1, 1980, employees shall accumulate five (5) days sick/personal leave days per year. Compensation for sick/personal leave will be based on the hourly shift the

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employee is working at the time of absence not to exceed forty (40) hours for each contract year.

Sick/personal leave not used by ~~March~~**December** 31st, of any year will be paid on ~~March 31st~~**the normal pay period in January each year**, at the hourly rate then in existence.

The Employer may request that unused sick/personal leave be accumulated. The Employee at his/her discretion may agree to accrual. Pay for accrued sick/personal leave shall be at the contract rate at the time paid.

Sick/personal leave will be paid on the first (1st) day of absence.

The National Negotiating Committee may develop additional rules and regulations to apply to sick leave provisions negotiated in the 1976 NMFA and amended in this Agreement uniformly to the Supplements.

The Committees shall not establish rules and regulations for sick leave programs in existence prior to April 1, 1976.

~~Accrual and cash out dates for sick leave will move from April 1 to January 1 effective January 1, 2009. Employees will accrue five (5) days between 04/01/08 and 12/31/08 with any cash out on January 1, 2009. No employee would lose their entitlement to the cash out on January 1, 2009 because of the 'ninety (90) days of compensation rule'.~~

ARTICLE 44. GRIEVANCE COMMITTEES

NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 46. DISCHARGE OR SUSPENSION

NO CHANGE EXCEPT THE FOLLOWING: Section 1.

The Employer shall not discharge, suspend or take any other disciplinary action as respects any employee without just cause, but in respect to discharge, suspension or other disciplinary action shall give at least one warning notice of the complaint against such employee to the employee in writing ~~by certified mail and/or in person~~ and a copy of same to the Union affected, by ~~certified~~**electronic** mail; except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is ~~dishonesty~~**proven theft of property, falsification of documents**; using or being under the influence of alcoholic beverages, narcotics, or drugs while on duty; failure to submit to a sobriety/ drug test, upon request, if the employee appears to be under such influence; carrying or permitting the carrying of drugs or narcotics on the employee's person or equipment that is prohibited by state or federal law, possession of alcoholic beverages, drugs or narcotics on Company property or equipment, drinking alcoholic beverages, using drugs or narcotics, on company property; a serious preventable accident while on duty, the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; engaging in unprovoked physical violence while on Company property or on duty; outrageous conduct as determined by the Grievance Committee; or failure to comply with Article 35, Section 3 of the National Master Freight Agreement.

All warning notices issued by the Employer shall be deemed automatically protested by the Local Union on behalf of the employee. Warning letters will be held in abeyance until and when subsequent discipline is issued.

The warning notices as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice.

All ~~warning notices~~, discharges, suspension, or other disciplinary action must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee he/she shall be reinstated. The State or Multiple State Committee and the Southern Region Area Grievance Committee shall have the authority to order full, partial, or no compensation for time lost.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES
NO CHANGE

ARTICLE 48. PAY PERIOD
NO CHANGE

ARTICLE 49. WASH ROOMS AND LUNCH ROOMS
NO CHANGE

ARTICLE 50. HEALTH AND WELFARE
*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 51. PENSION

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

ARTICLE 52. VACATIONS
*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 53. HOLIDAYS
NO CHANGE

ARTICLE 54. PAID-FOR TIME
NO CHANGE

ARTICLE 55. WAGES AND HOURS
NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. Rates of Pay - Change rates of pay and classifications as follows:

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

Entry Rates (New Hires)
*****SEE NATIONAL ECONOMIC SUMMARY*****

Effective April 1, ~~2008~~**2019**, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

Change casual rates of pay as follows:

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

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

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ARTICLE 56. FUNERAL LEAVE
NO CHANGE

ARTICLE 57. ADDENDA
NO CHANGE

ARTICLE 58. ELIMINATION OF BONUS
NO CHANGE

ARTICLE 59. SICK LEAVE
*****SEE NATIONAL ECONOMIC
SUMMARY*****

ARTICLE 60. MOONLIGHTING
NO CHANGE

ARTICLE 61. TERM OF AGREEMENT
NO CHANGE

**NEGOTIATING COMMITTEES FOR THE
LOCAL UNIONS:**

TEAMSTERS NATIONAL FREIGHT
INDUSTRY
NEGOTIATING COMMITTEE

Lendon Grisham, Chairman

Howard Boykin

Allen Aldridge

Brent Taylor

Johnny Gabriel

FOR THE EMPLOYERS:

~~TRUCKING MANAGEMENT, INC.~~

YRC Worldwide, Inc.

NATIONAL NEGOTIATING COMMITTEE

Dan Thomas, Chairman