

Southern Region Area Local Freight Forwarding Pickup and Delivery 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 the Operations in the Territory of:

**ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
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.

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Scope of Agreement

(c) City drivers shall be permitted to perform normal pick up and delivery and cartage duties within the one hundred (100) mile radius or as otherwise agreed to. The area between the fifty (50) and one hundred (100) mile radius will, for the most part, be serviced by the City P & D operation however, the Company has the right to service small or marginal accounts as they do presently and historically. Existing mutual agreements will remain in effect.

Within one hundred and eighty (180) days of the signing of this agreement, the Company and Local Unions shall identify present, third party operations within the one hundred (100) mile radius.

This provision does not prohibit road drivers from performing normal terminal operations within the one hundred (100) mile radius as provided in the present contract.

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Under no circumstances will overflow traffic within the fifty (50) mile radius be given to a Cartage company with local cartage employees laid off- , unless and until employees on lay off, all employees on vacation and all qualified employees at the terminal have been offered the opportunity to work, refused the work or is not qualified to perform the work.

Section 3. Over-the-Road Work

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) or customer facilities at any time, regardless of whether the terminal is open or closed.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation- , unless mutually agreed between the Local Union and the Employer and the approval of TNFINC.

ARTICLE 41.

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE

ARTICLE 43. ABSENCE

NO CHANGE, EXCEPT THE FOLLOWING:

Section 2.

Sick/Personal Leave

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

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

Sick/personal leave not used by ~~March 31st~~ **December 31st** of any year will be paid on ~~March 31~~ **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 shall 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 Committee 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".~~

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

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, or drinking alcoholic beverages, or using drugs or narcotics, on company property, or a serious preventable accident while on duty; or the carrying of unauthorized passengers; or the failure to report an accident; or willful damage or destruction of company property or equipment; or 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 notice 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 Grievance Committee and the Southern Region Area Grievance Committee shall have the authority to order full, partial, or no compensation for time lost.

Appeal from discharge; **or** suspension ~~or warning notice~~ must be taken within ten (10) regular working days by written notice, and a decision reached within fifteen (15) days from the date of discharge, suspension or warning notice.

**ARTICLE 47. EXAMINATIONS AND
IDENTIFICATION FEES**
NO CHANGE

ARTICLE 48. PAY PERIOD

All regular employees and all other employees covered by this Agreement shall be paid in full each week and not later than the end of their working period. Not more than seven (7) days shall be held on an employee. Each employee shall be provided with a statement of his/her gross earnings and of deductions made for any purpose.

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The Employer may change from the present seven (7) days withheld to fourteen (14) days by giving proper notice to the involved employee and the Local Union, and then withhold one (1) additional day each week until the maximum of fourteen (14) days is withheld. Thursday shall be the payday in the event the withholding period is longer than seven (7) days. Time waiting for a pay shortage will be paid by **draft or Direct Deposit** at the applicable hourly rate while waiting.

If a holiday falls on a payday, employees shall be paid on the day before the holiday. If a personal holiday falls on a regular pay day, the employee shall be paid the day before, after 5:00 p.m., providing the regular payroll checks are available at the terminal and the employee makes a request.

The pay week for all Employees shall be Sunday through Saturday for pay and benefits.

The Employer may require its employees to authorize Direct Deposit of the employee's regular payroll check through Electronic Fund Transfer where it is not in violation of state law.

~~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

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

ARTICLE 51. PENSION
******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

ARTICLE 52. VACATIONS
******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

ARTICLE 53. HOLIDAYS
NO CHANGE

ARTICLE 54. PAID-FOR TIME
NO CHANGE

ARTICLE 55.
******SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT******

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
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