

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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## MEMORANDUM

**TO:** LOCAL UNIONS: 25 and 340

Michael Hinton, Central Region Freight Coordinator – (LU 407)  
John Murphy, Eastern Region Freight Coordinator - (LU 25)  
Lendon Grisham, Southern Region Freight Coordinator – (LU 480)  
Bob Paffenroth, Western Region Freight Coordinator – (LU 63)

**FROM:** Ernie Soehl, Chairman  
Multi- Region Change of Operations Committee

**DATE:** November 19, 2019

**RE:** YRC Freight and New Penn Motor Express - MR-CO-02-10/2019

The following decision was rendered regarding the YRC Freight and New Penn Motor Express Multi-Region Change of Operations MR-CO-02-10/2019, which was heard on Wednesday, October 30, 2019 in Myrtle Beach, SC (see attached).

Thank you.

Attachment

**YRC FREIGHT – NEW PENN MOTOR EXPRESS  
MULTI-REGION CHANGE OF OPERATIONS**

**MR-CO-02-10/2019**

**OCTOBER 30, 2019**

THE COMPANIES' PROPOSED CHANGE OF OPERATIONS IS APPROVED AS MODIFIED, CLARIFIED, AND STIPULATED TO ON THE RECORD BY THE COMPANIES WITH THE FOLLOWING PROVISIONS. IT SHOULD BE NOTED THAT UNLESS SPECIFICALLY ADDRESSED IN THIS CHANGE OF OPERATIONS THROUGH THIS COMMITTEE, PRESENT OPERATIONS, WORK RULES AND AGREEMENTS SHALL REMAIN IN EFFECT AT THE LOCATION(S) INTO WHICH WORK IS BEING TRANSFERRED. AGREEMENTS REACHED BY THE COMPANIES AND THE UNIONS AT THE LOCAL LEVEL AND/OR ON THE RECORD IN CONNECTION WITH THIS CHANGE OF OPERATIONS ARE INCORPORATED BY REFERENCE IN THIS DECISION AND ARE FINAL AND BINDING. IT IS ALSO UNDERSTOOD, AS STATED ON THE RECORD, THAT EMPLOYEES TRANSFERRING TO GAINING LOCATIONS, AS WELL AS ACTIVE EMPLOYEES AT THOSE LOCATIONS, SHALL HAVE SUFFICIENT WORK OPPORTUNITIES UPON IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

1. IN ACCORDANCE WITH THE AUTHORITY UNDER ARTICLE 8, SECTION 6 OF THE NATIONAL MASTER FREIGHT AGREEMENT, THE COMMITTEE HAS DETERMINED THAT A DOVETAIL SENIORITY APPLICATION IS APPROPRIATE UNDER THE CIRCUMSTANCES. EMPLOYEES ACCEPTING TRANSFER OPPORTUNITIES SHALL BE DOVE-TAILED INTO THE APPROPRIATE SENIORITY LIST AT THE LOCATIONS THEY ARE TRANSFERRING INTO, ON AN ACTIVE-TO-ACTIVE AND INACTIVE-TO-INACTIVE BASIS. THE DATE OF THE MAILING OF THE CHANGE OF OPERATIONS (SEPTEMBER 26, 2019) SHALL BE USED FOR SENIORITY APPLICATION. THIS DECISION IS BASED ON THE FACTS PRESENTED AND DOES NOT CREATE A PRECEDENT FOR SENIORITY

APPLICATION IN FUTURE CHANGES OF OPERATIONS.

2. THE COMPANIES' PROPOSED METHOD OF OFFERING TRANSFER OPPORTUNITIES AND BIDDING, INVOLVING FOLLOW THE WORK FOR AFFECTED EMPLOYEES, IS APPROVED AS CLARIFIED ON THE RECORD. THE COMPANIES' PROPOSED POSTING METHOD AND TIME LINE FOR OFFERING TRANSFER OPPORTUNITIES ARE APPROVED AS FOLLOWS:

- THE COMPANIES SHALL POST OPEN POSITIONS AND TRANSFER OPPORTUNITIES IN CONNECTION WITH THIS CHANGE OF OPERATIONS FOR A PERIOD OF AT LEAST SEVEN (7) DAYS.
- IMPLEMENTATION SHALL BE NO SOONER THAN NOVEMBER 17, 2019.

THE FOLLOW THE WORK TRANSFER AND BIDDING OPPORTUNITIES SHALL BE AVAILABLE TO THOSE EMPLOYEES ON THE APPLICABLE SENIORITY LIST. AT THOSE LOCATIONS WITH A SINGLE LINE SENIORITY LIST, HOWEVER, ALL QUALIFIED EMPLOYEES SHALL BE ALLOWED TO PARTICIPATE IN THE FOLLOW THE WORK BID.

3. EMPLOYEES TRANSFERRING INTO AN EASTERN REGION LOCATION THAT HAS A SINGLE LINE SENIORITY LIST (COMMON ROAD AND LOCAL CARTAGE LIST) MUST REMAIN IN THEIR CURRENT BIDDING CLASSIFICATION FOR A PERIOD OF ONE (1) YEAR, UNLESS THE NEXT ANNUAL BID OCCURS AT LEAST NINE (9) MONTHS FOLLOWING THE DATE OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

4. THOSE EMPLOYEES WHO CURRENTLY ENJOY ARTICLE 29, SECTION

3 PROTECTION SHALL RETAIN THEIR PROTECTION IN ACCORDANCE WITH THIS CHANGE OF OPERATIONS AND THE CONTRACT.

5. IN THE EVENT EMPLOYEES INVOLVED IN THIS DECISION HAVE A COMMON SENIORITY DATE AND THERE ARE NOT ACTUAL DATE AND TIME PUNCH RECORDS AVAILABLE TO DETERMINE WHO PUNCHED IN FIRST, THE PARTIES ARE INSTRUCTED TO AGREE ON A METHOD TO RESOLVE THE ISSUE.

6. IN THE EVENT THERE ARE EMPLOYEES WHO TRANSFER INTO A FACILITY WHERE OTHER EMPLOYEES ARE ON LAYOFF, SUCH LAID OFF SENIOR EMPLOYEES MAY NOT EXERCISE THEIR SENIORITY UNLESS OR UNTIL THE SENIOR EMPLOYEE IS RECALLED BY LETTER OR EQUIVALENT METHOD OF RECALL UNDER THE TERMS OF THE APPLICABLE SUPPLEMENTAL AGREEMENT FOR REGULAR EMPLOYMENT, AT WHICH TIME HE SHALL BE DOVE-TAILED INTO THE ACTIVE SENIORITY LIST.

7. QUALIFIED BIDDERS WHO ARE ON LONG-TERM DISABILITY AT THE TIME OF THE BID, IF ANY EXIST IN THIS CHANGE OF OPERATIONS, SHALL BE ALLOWED TO BID. IN THE EVENT THEY ARE NOT ABLE TO CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, THE POSITION THEY BID INTO SHALL BE OFFERED, ON A HOLD DOWN BASIS, TO THOSE CLASSIFICATION EMPLOYEES AT THE AFFECTED LOCATION WHO WERE AFFORDED AN OPPORTUNITY TO BID UNDER THIS CHANGE OF OPERATIONS BUT WERE NOT SUCCESSFUL BIDDERS AT THE TIME OF THE ORIGINAL BID. IF NO SUCH UNSUCCESSFUL BIDDERS EXIST, THERE SHALL BE NO HOLD DOWN OPPORTUNITIES. ANY SUCCESSFUL HOLD DOWN BIDDER SHALL BE DOVE-TAILED ON THE APPROPRIATE SENIORITY LIST AT THE LOCATION BID INTO UNTIL SUCH TIME AS THE LTD EMPLOYEE IS ABLE TO RETURN TO

WORK AND CLAIM THE BID. AT THAT TIME, THE HOLD DOWN EMPLOYEE WILL BE AFFORDED THE OPPORTUNITY TO EITHER RETURN TO HIS ORIGINAL LOCATION WITH FULL SENIORITY OR REMAIN AT THE HOLD DOWN LOCATION AND BE GIVEN A NEW BIDDING SENIORITY DATE AS OF THE DATE THE HOLD DOWN BID COMMENCED, BUT SHALL RETAIN HIS ORIGINAL BIDDING AND SENIORITY DATE FOR VACATION PURPOSES. EMPLOYEES BIDDING A HOLD DOWN POSITION SHALL NOT BE ENTITLED TO ANY MOVING OR LODGING EXPENSES AS SET FORTH IN ARTICLE 8, SECTION 6 OF THE NATIONAL MASTER FREIGHT AGREEMENT OR AS OTHERWISE APPROVED BY THIS DECISION UNLESS OR UNTIL SUCH TIME AS IT IS DETERMINED THAT THE LTD EMPLOYEE WILL NEVER BE ABLE TO RETURN TO WORK, AT WHICH TIME THE HOLD DOWN EMPLOYEE SHALL BE CONSIDERED AS A SUCCESSFUL BIDDER AND AT THAT TIME THE ORIGINAL BIDDER SHALL BE ENTITLED TO ALL THE PROVISIONS SET FORTH IN THIS DECISION.

8. EMPLOYEES WHO HAVE BEEN DISCHARGED AND WHOSE DISCHARGE IS PENDING RESOLUTION UNDER THE APPLICABLE TERMS OF THE NATIONAL MASTER FREIGHT AGREEMENT AND THE APPLICABLE SUPPLEMENTAL AGREEMENT SHALL BE AFFORDED THE OPPORTUNITY TO BID.

9. IN ORDER TO BID A POSITION THAT REQUIRES A DRIVER TO BE DOUBLES OR TRIPLES CERTIFIED, THE DRIVER MUST EITHER BE CERTIFIED OR BECOME CERTIFIED AS SOON AS POSSIBLE.

10. EMPLOYEES TRANSFERRING FROM THE JURISDICTION OF ONE SUPPLEMENTAL AGREEMENT TO THAT OF ANOTHER SUPPLEMENTAL AGREEMENT SHALL NOT LOSE THEIR ENTITLEMENT TO EARN VACATION IN ACCORDANCE WITH THE SOUTHERN REGION OVER-THE-ROAD LETTER OF UNDERSTANDING, WHICH HAS BEEN INCORPORATED IN PREVIOUS CHANGE

OF OPERATIONS. IN ADDITION, PREVIOUSLY BID OR APPROVED VACATION SHALL BE HONORED IN CONNECTION WITH THIS CHANGE OF OPERATIONS.

11. HEALTH WELFARE AND PENSION CONTRIBUTIONS PAID ON BEHALF OF THE EMPLOYEES WHO RELOCATE UNDER THIS DECISION SHALL CONTINUE TO BE PAID INTO THE RESPECTIVE TRUST SUCH CONTRIBUTIONS WERE BEING PAID TO IMMEDIATELY PRIOR TO THE TIME OF THE EMPLOYEE'S RELOCATION.

12. FULL-TIME TEAMSTER OFFICERS, BUSINESS AGENTS AND ORGANIZERS WHO HAVE SENIORITY RIGHTS TO RETURN TO EMPLOYMENT WITH THE COMPANY THAT IS CLOSING OPERATIONS IN WHOLE OR IN PART, SHALL BE ALLOWED TO BID AND IF SUCCESSFUL MUST CLAIM THEIR BID AT THE TIME THEY CEASE TO BE A FULL-TIME OFFICER, BUSINESS AGENT OR ORGANIZER OR FORFEIT THEIR BID.

13. MOVING AND LODGING EXPENSES SHALL BE PAID IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 8, SECTION 6(C) OF THE NATIONAL MASTER FREIGHT AGREEMENT.

14. THE COMMITTEE RETAINS JURISDICTION FOR A PERIOD OF ONE (1) YEAR TO RESOLVE ANY ISSUES RELATED TO THIS CHANGE OF OPERATIONS.

15. THE REQUEST OF LOCAL 340 WITH RESPECT TO THE EXISTING STATE-WIDE SENIORITY LIST IN MAINE IS APPROVED, AS EXPLAINED AND CLARIFIED ON THE RECORD. EMPLOYEES IN MAINE WHO ARE AFFORDED TRANSFER OPPORTUNITIES SHALL EXERCISE SENIORITY IN ACCORDANCE WITH A DOVETAILED, STATE-WIDE SENIORITY LIST.

THIS DECISION IS RENDERED UNDER THE AUTHORITY OF ARTICLE 8, SECTION 6 OF THE NATIONAL MASTER FREIGHT AGREEMENT AND IS NOT INTENDED TO BE IN VIOLATION OF OR MODIFY THAT AGREEMENT OR THE APPLICABLE SUPPLEMENTS.

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