

**Teamsters
State of Michigan
Office Workers
Supplemental
Agreement
to the
National Master Freight
Agreement**

**For the Period of
April 1, 200308
Through
March 31, 200813**

**TEAMSTERS
STATE OF MICHIGAN
OFFICE WORKERS
SUPPLEMENTAL AGREEMENTS
TO THE
NATIONAL MASTER FREIGHT
AGREEMENT**

**for the period of
April 1, 200308 through March 31, 200813
in the following territory:**

The _____ (Company) hereinafter referred to as the Employer, and the FREIGHT DIVISION, CENTRAL 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 Supplemental Agreement. This Teamsters State of Michigan Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the Master Agreement for the period commencing April 1, 19982008, 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.

Tentative Agreement to Common Articles

All agreed to changes from the 2008-2013 NMFA and the Central States Local Cartage Supplemental Agreement will be incorporated by reference and application into this 2008-2013 Michigan Office Workers Supplemental Agreement.

ARTICLE 40. – No Change

ARTICLE 41. RECOGNITION – No Change

ARTICLE 42. PROBATIONARY PERIOD NEW EMPLOYEE

Section 1.

Section 2.

(a) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

(b) Replacement casuals are defined as employees who may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacations or other absences. To be considered a replacement the casual must work on the shift that the absence occurred, or within two (2) hours thereafter.

(c) However, it is understood and agreed that days worked by casuals to replace a regular employee who is absent from work for a known extended illness in excess of a ninety (90) day period shall not be considered as replacement days for those days worked in excess of such ninety (90) days.

(d) Where an Employer uses casuals to supplement his work force thirty (30) cumulative workdays within any ninety (90) calendar day period, such Employer shall be required to add one (1) probationary employee from among those that have worked during the qualifying period for each occurrence and such probationary employee to be added shall be designated no later than the beginning of the next payroll period. The seniority date for the probationary employee hired will revert back to the thirtieth (30th) day supplemental casuals were used. Failure to comply with this provision shall be subject to the grievance procedure.

(e) Unless specifically provided otherwise in the applicable Supplemental Agreement, four (4) hour casuals may be used to supplement the regular workforce if all available regular employees at the applicable Employer facility are working or scheduled to work. Four (4) hour casuals shall not be started after 8:00 a.m. for morning shifts and earlier than 4:00 p.m. for evening shifts, and shall not be called for less than four (4) hours work. Four (4) hour casuals are required to start on the scheduled bid start time or end by the conclusion of the shift. If worked over four (4) hours in a shift, a four (4) hour casual shall be guaranteed eight (8) hours of work and that shift shall be counted as a supplemental day for the purpose of adding new employees. Four (4) hour casuals shall not be worked on a “back-to-back” or overlapping basis.

No employee will work more than one (1) shift in a twenty-four (24) hour period. (Example: 12:00 a.m. to 12:00 a.m.)

The Employer shall use four (4) hour casuals to perform dock work only unless the Local Union agrees otherwise.

Four (4) hour casuals in the Central States Region shall receive pension contributions for days worked consistent with the provisions of the Central States Pension Plan.

ARTICLE 43. SENIORITY

Section 1. Definition – *No Change*

Section 2. Seniority Rights

Company seniority shall be recognized for determining vacation rights. Terminal seniority shall be recognized, providing the employee is capable of performing the available work, in case of layoff, recall after layoff and job vacancy within the bargaining unit.

~~If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one steward shall be granted superseniority for layoff and recall. Any additional application of superseniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.~~

Section 3. – *No Change*

Section 4. Job Elimination – *No Change*

Section 5. Seniority Termination – *No Change*

Section 6. Posting Seniority List – *No Change*

Section 7. New Hires – *No Change*

Section 8. Bidding Within Bargaining Unit

In the case of bidding a job opening within the bargaining unit, where the employee has the ability and skill to perform the job, terminal seniority shall be the governing factor.

Any employee bidding a known vacancy must notify the Company thirty (30) days prior to vacancy of their desire to bid such opening. The Company will set up a training program to qualified employees prior to the bid vacancy.

Employees off work for an extended period shall not be allowed to bid jobs posted in their absence and shall return to the bid which they occupied prior to their absence. If a bid job was

posted during their absence, they may exercise Article 43, Section 8, second paragraph after their return.

~~No employee may exercise more than one bid in a six (6) month period unless said employee is moving into a higher group or changing shifts in which case an employee shall be permitted a maximum of two bids in the same six (6) month period. Any job opening which is not to be in existence for more than thirty (30) days does not have to be put in for bid. Extension of the period may be put into effect by mutual agreement between the Company and the Union.~~

Office positions will be re-bid not more than once each six (6) months, unless mutually agreed, excepting bids for new positions, vacancies, and operational needs. In the case of bidding a job opening within the bargaining unit, where the employee has the ability and skill to perform the job, terminal seniority shall be the governing factor. Posting shall be in conspicuous place so that all eligible employees will receive equal opportunity by seniority and qualifications

All new jobs must be posted for bids.

It is recognized that in any dispute as to ability, the Company's decision shall control subject to the grievance procedure of this Agreement in case of dispute.

Copies of all posted bids shall be sent to the Union. The Employer shall notify the Union and Steward in writing of the individual who is the successful bidder.

A change of two (2) hours or more in a starting time shall result in that job being posted for bid.

Pursuant to this Article and Section, where an employee's training has no productive value to the employer, and such training occurs outside the employee's normal daily or weekly work schedule, said employee shall be compensated at the rate of ten dollars (\$10.00) per hour.

Section 9. Assignment of Work Location and Equipment – *No Change*

Section 10. Employment Agency Fees – *No Change*

ARTICLE 44. LEAVE OF ABSENCE – *No Change*

ARTICLE 45. DISCHARGE, SUSPENSION AND DISCIPLINE

Subject to the provisions of Article 8 of the Master Freight Agreement, the Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Local Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven dishonesty or drunkenness which may be verified by an alcohol or drug test.

Refusal to take an alcohol or drug test shall establish a presumption of drunkenness. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty, per se, and will require at least one (1) warning notice prior to suspension or discharge. Prior warning notice is not required if the cause of discharge is drug intoxication as provided in Article 35, Section 3(a), of the Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; unprovoked physical assault on a company supervisor while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; sexual Harassment – ability of employer to take employee out of service immediately for proven sexual harassment.

Warning letters must be postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of investigation was issued within such ten (10) day period for an accident. Letters of investigation shall be valid for forty (40) calendar days from the date of the accident.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. The nine (9) month time period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures outlined herein.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The Committees established by the Supplemental Agreement and the Master Agreement shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within (30) days from date of discharge, suspension or warning notice.

If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 46 Section 2, of this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted for each state, but must be approved by the Joint State Committee for such state and by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid no later than (15) fifteen days from the date of the decision or settlement.

ARTICLE 46. GRIEVANCE PROCEDURE – *No Change*

ARTICLE 47. PAY PERIOD

All employees covered by this Agreement shall be paid in full weekly. Such pay shall be received by the employee not later than one (1) week after the close of the pay period. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. The Employer may implement a two (2) week holdback period provided it meets the formula established by Central States Area Committee. All payroll checks will be issued in an envelope with employee's name only.

Where not prohibited by state law, Electronic funds transfer will be mandatory for employees hired after April 1, 2008.

ARTICLE 48. HOURS OF WORK AND PAID FOR TIME

Section 1. – *No Change*

Section 2. Overtime Rate – *No Change*

Section 3. Hours After Which Overtime Paid

(a) All time worked in excess of eight (8) hours per workday, or in excess of ten (10) hours per work day for employees working a four (4) ten (10) hour a day work week, or forty (40) hours per workweek shall be considered as overtime and paid at the rate of time and one-half (1-1/2) straighttime hourly rate. There shall be no pyramiding of daily or weekly overtime and/or premium pay. Also hours worked on a holiday which fall on a regularly scheduled workday shall not be taken into consideration in computing weekly overtime.

(b) Daily overtime work will be assigned on the basis of classification and shift with the understanding that in any particular classification, the individual's seniority will be recognized within the classification of work. Weekend overtime will be given by seniority within the classification; provided, however, that, if all employees within the classification refuse the available overtime work, then terminal seniority shall prevail in the assignment of weekend overtime, with the understanding that the individual must be qualified to perform the work.

(c) It is mutually agreed that vacation replacements shall not be entitled to weekend overtime.

(d) In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1/2) times the regular rate, provided the holidays fall within the scheduled workweek.

(e) All employees, (bid, percenter, supplemental or replacement) working on a clean up shift shall be included as part of that shift. Seniority shall prevail for overtime purposes.

ARTICLE 49. PART-TIME EMPLOYEE – *No Change*

ARTICLE 50. MEAL PERIOD – *No Change*

ARTICLE 51. SPLIT SHIFT – *No Change*

ARTICLE 52. TIME CLOCKS – *No Change*

ARTICLE 53. FUNERAL LEAVE – *No Change*

ARTICLE 54. HOLIDAYS – *No Change*

ARTICLE 55. HEALTH AND WELFARE BENEFITS

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

“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 56. PENSIONS

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

“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 57. VACATIONS

Section 1. – *No change*

Section 2. – *No Change*

Section 3.

All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%), shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. **If mutually agreed to between the employee and employer, the employee will have the option to receive compensation for any earned vacation he is eligible for over three (3) weeks.** and further provided that ~~if mutually agreed between the Employer and the employee, the employee shall either take the fourth (4th) and fifth (5th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) week of vacation.~~

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the Employer from the employee's check.

Section 4. – *No Change*

Section 5. – *No Change*

Section 6.

The employer must allow a minimum of ~~ten percent (10%)~~ **twelve percent (12%)** of the active employees to be on vacation each day of the year. Each employee may split two (2) weeks of their earned vacation into a maximum of ten (10) calendar days. The employee must give a minimum of forty-eight (48) hours' notice to the company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he will be paid for a full weeks vacation, except however if the employee makes a written request at the time of scheduling such one-day vacation he will be paid for such days with his check for the week in

which the vacation day(s) fall, and such day(s) shall be included in the computation of the above mentioned ~~ten percent (10%)~~ **twelve percent (12%)**. There will be a maximum of ~~ten percent (10%)~~ **twelve percent (12%)** of the active employees allowed off on any day including any alternate day selected by an employee.

ARTICLE 58. SICK LEAVE AND PERSONAL LEAVE DAYS – *No Change*

ARTICLE 59. SANITARY CONDITIONS – *No Change*

ARTICLE 60. RATES OF PAY

Section 1. Classifications and Minimum Rates

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

Section 2. Small Offices

Employees working in offices having three or less employees working under the classifications of this Agreement doing general office work which falls within the first four groups shall automatically receive the rate of pay for Group IV. However, even in the small office referred to herein, if an individual employee does not regularly perform any work in Group IV, then he/she will be classified at the rate of pay for the highest paid classification of work which they regularly perform.

However, where an employee in the small office occasionally performs work in a classification higher than the regular assigned classification, all time spent on such work in excess of one (1) hour will be paid at the highest rate of pay.

Section 3. Red Circle Rates

SEE NATIONAL ECONOMICS SETTLEMENT IN THE MASTER AGREEMENT

(b) An employee hired prior to July 1, 1973 who is presently in Group I or who subsequently bids or bumps into Group I shall be paid an additional twenty-five cents (25¢) per hour over and above the hourly rate set forth in Article 60, Section 1 for Group I.

Section 4.

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT

New Entry Rates of Pay

~~Effective First (1st) day of employment 75% of the current rate.~~

~~Effective first (1st) day of employment plus one (1) year 80% of the current rate.~~

~~Effective first day of employment plus eighteen(18)months 90% of the current rate.~~

~~Effective first day of employment plus two (2) years 100% of the current rate.~~

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

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

In addition, these wage rates are subject to the provisions of Article 33 of the National Master Freight Agreement on April 1, 200409, April 1, 200510, April 1, 200611, and April 1, 200712.

Section 5. Rate for Work Performed on Higher or Lower Rated Jobs

It is further agreed that any employee in a higher rated classification may at any time perform duties of a lower rated classification without a decrease in pay. It is further agreed that any employee in a lower rated classification may perform the duties of a higher rated classification for a period not to exceed two (2) hours in any one day without any increase in pay for the period spent in the performance of duties incidental to such higher rated classification; however, if more than two (2) hours are spent in the higher classification, the higher rate of pay will be paid for the entire day. It is further agreed that employees excluded from the bargaining unit shall not perform the duties of employees within the bargaining unit except in cases of emergencies. Employees excluded from the bargaining unit may help and assist employees within the bargaining unit, provided such help and assistance is not being used by the Company to avoid filling a vacancy.

It is specifically understood that it shall not be a violation of this Agreement for supervision to be used to relieve absenteeism for up to a three (3) day period, provided an available, qualified, fulltime employee has been offered all the overtime before supervision is used. It is understood that supervision shall not perform the work of absent employees beyond the employees’ regular shift.

This provision shall not apply to absence due to vacation, birthday, holiday unless scheduled, or during periods where qualified employees are laid off and are not offered the work in question.

Section 6.

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

Section 7. Casual Rates of Pay:

The casual rate of pay will be eighty-three (83%) percent of the Group IV Office rate. Any casual employee receiving more than the above referenced eighty-three (83%) percent shall be red-circled until such time as the eighty-three (83%) percent is greater than their current hourly rate.

ARTICLE 61. WORKERS' COMPENSATION – *No Change*

ARTICLE 62. INVALIDATION CLAUSE – *No Change*

ARTICLE 63. MICHIGAN OFFICE WORKERS UNIFORM RULES AND REGULATIONS – *No Change*

APPENDIX A MEMORANDUM OF UNDERSTANDING PER CENTRAL STATES

APPLICATION OF CASUALS (ARTICLE 3) – *No Change*