

**SOUTHERN REGION AREA  
LOCAL FREIGHT FORWARDING  
GARAGE SUPPLEMENTAL AGREEMENT**

**Covering  
Employees of Private,  
Common, Contract and Local**

**Cartage Carriers  
For the Period of**

**APRIL 1, 2008 through March 31, 2013**

**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, 2003, **08** 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.

Add NEW **fourth paragraph** as follows:

**The employer's recognize the need to provide the necessary technical tools and training for mechanics that are required to perform maintenance and repair of equipment. The Company will determine the type of training, tools and equipment required for bargaining unit employees. The Company understands that training of mechanics is necessary due to**

**the continued technological changes when new equipment is introduced into the operating company system.**

**ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED - *No Change***

**ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES**

**Section 1. Probationary Employees - *No Change***

**Section 2. Casual Employees**

Add NEW LANGUAGE to **fourth paragraph** as follows:

Casuals shall not have seniority status, Casuals shall not be discriminated against for future employment. **Casuals who are hired with a Class A CDL with necessary endorsements or casuals that obtain a Class A CDL with necessary endorsements will be “Company Qualified” within sixty (60) days of being hired or notifying the company of obtaining the above stated license. At terminals of less than fifty (50) employees, a casual must possess a Class A CDL with all the necessary endorsements and must be “Company Qualified” prior to placement on the seniority list as a regular employee.**

Change **fifth paragraph** as follows:

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 ~~two (2)~~ **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.**

**Section 3. Preferential Casuals - *No Change***

**Section 4. - *No Change***

**Section 5. - *No Change***

## ARTICLE 42. SENIORITY

### Section 1. Seniority Rights For Employees Shall Prevail

Add NEW LANGUAGE to **ninth paragraph** as follows:

Any protest to the seniority list must be made in writing, a copy to the Employer and the Union, within thirty (30) days from the date of posting of the seniority list. In the event no protest is made, the seniority list, as posted, shall be considered correct and final. **A copy of any revisions or changes shall be sent to the Local Union.**

### Section 2. Reduction in Force

- (a) - *No Change*
- (b) - *No Change*

**Layoff and Recall** (c) - Add NEW LANGUAGE to **third paragraph** as follows:

Regular employees being laid off at the end of their workweek will be eligible for work at .01 a.m. the day following the employees' layoff provided the employee has been off at least eight (8) hours and provided the employee is qualified to perform the required duties. **If a laid off employee is put to work for two (2) days in any workweek, the employee shall be obligated to the Employer for the rest of that workweek. Bonafide absence, or proven sickness or injury shall be a valid exception to this provision. However, should the Employer not offer laid off employee work for a twenty-four (24) hour period, the laid off employee is no longer obligated or required to accept available work that is offered by the Employer for the rest of that work week.**

### Section 3.

- (a) - *No Change*
- (b) - *No Change*

Add NEW (c) as follows:

**(c) The parties agree that during the first year of this Agreement a subcommittee will be formed to work toward establishing clarification on the definition of Class A and Class B mechanic duties.**

### Section 4. Bulletining of Jobs - *No Change*

**Section 5.** - Change as follows:

All bids shall be posted **and implemented** at least one (1) time in the month of April and one (1) time in the month of October, and no later than the ~~fifteenth (15th)~~ **thirtieth (30<sup>th</sup>)** of the

aforementioned months, unless otherwise agreed to between the parties of this Agreement. The Employer shall furnish a copy of the bid posting to the Union.

**Section 6.** - Change as follows:

The assignment of equipment, or work within a particular classification, shall ~~not~~ be subject to seniority or bid **at the beginning of the shift, provided skills are equal.**

**Section 7.** - *No Change*

## **ARTICLE 43. ABSENCE**

**Section 1. Time Off for Union Activities** - *No Change*

**Section 2. Leave of Absence**

- (a) - *No Change*
- (b) - *No Change*

**Sick/Personal Leave (c)** – Add NEW LANGUAGE as follows:

**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’.**

**Alcoholism and/or Drug Addiction**

- (d) - *No Change*

**Jury Duty (e)** - Change **second paragraph** as follows:

When such employees report for jury service on a scheduled workday, they will not ~~unreasonably~~ be required to report for work that particular day.

**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

Add NEW LANGUAGE to **second paragraph** as follows:

For all other examinations, physical or mental, not required by law, the employee shall be paid at the hourly rate for time spent at the place of such examination, except for those examinations required when an employee is returning to employment after illness or injury. **The Employer will provide no less than two (2) choices for examinations.** When the employee is being examined at the Employers request for a return-to-work physical, the employee shall only be required to be examined for that injury for which he/she was out of service. This does not preclude the Company from requiring a DOT physical if the employee has been off for more than thirty (30) days. Examinations are to be taken at the employee's home terminal. Employee's will not be required to take examinations during their working hours. The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Add NEW LANGUAGE to **third paragraph** as follows:

In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Disputes concerning back pay shall be subject to the grievance procedure. **If the third (3<sup>rd</sup>) doctor's decision concurs with that of the Union's doctor to return the employee to work, back pay will be awarded back to the release date of the Union doctor.**

Add NEW LANGUAGE to **fourth paragraph** as follows:

Should the Employer **or Government body** find it necessary to require employees to carry or record full personal identifications, **(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.

Add NEW LANGUAGE as follows:

**Employer shall be required to obtain "free pass" and "toll tags", etc. and maintain an adequate supply for all drivers.**

## ARTICLE 48. PAY PERIOD

Add NEW LANGUAGE to **second paragraph** as follows:

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 at the applicable hourly rate while waiting.**

Add NEW LANGUAGE as follows:

**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. WASHROOMS AND LUNCH ROOMS

Change **fourth paragraph** as follows:

Rest rooms and lunch facilities shall be cleaned ~~one (1) time~~ each day when the terminal is open provided the employees keep them in a reasonably clean condition.

## ARTICLE 50. HEALTH AND WELFARE

**“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

“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 - *No Change*

## ARTICLE 53. HOLIDAYS

Change **sixth paragraph** as follows:

~~If a personal holiday (birthday or anniversary) falls between the first (1st) and last work day of the employees' bid work week, the employee may take the last scheduled work day of the work week or the first (1st) day of the following work week at the Employer's option, provided the employee gives the Company seven (7) days written notice prior to the actual date of the holiday.~~  
A personal holiday (birthday or anniversary) may be taken any day the week it falls or any day the following week, provided the employee gives the company seven (7) days written notice prior to the actual date of the holiday.

## ARTICLE 54. PAID-FOR TIME

**Section 1. General** - Add NEW LANGUAGE to **second paragraph** as follows:

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 (10<sup>th</sup>) hour and once every two (2) hours thereafter.

**Section 2. Call-back Time** - *No Change*

**Section 3. Meal Period** - *No Change*

## ARTICLE 55. WAGES AND HOURS

**Section 1. Hours** - Add NEW LANGUAGE to **third paragraph** as follows:

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. If established by the Employer, a minimum of ten percent (10%) of the number of employees in any classification must be bid. Such bids may be canceled at any time by the Employer without regard to Article 6 of this Agreement. Further, the Southern Region Area Grievance Committee is specifically authorized upon proper complaint filed by the affected Local Union that this provision is being abused, to cancel such bids of any Employer. **When forcing overtime, the Employer will notify employees two (2) hours prior to the end of their shift, when possible. Forced overtime will be no more than three (3) hours, unless it is the clean up shift. Abuse of forced overtime shall be subject to the grievance committee.**

Add NEW LANGUAGE to **fourth paragraph** as follows:

Time and one-half (1-1/2) the applicable hourly rate of pay shall be paid for all work **and for training** performed on the sixth (6th) day, and double time for the seventh (7th) day.

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

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

The hourly rates of pay shall be as follows for the classifications of work covered by this Agreement:

Mechanic-Leadman  
Mechanic, Class A  
Mechanic, Class B  
Mechanics Helper  
Garage Service,  
Class A  
Garage Service,  
Class B  
Parts Man  
Porter

Employees covered by this Agreement who were receiving a night shift differential, second or third shift differential, shall continue to receive that differential in effect, as maintenance of standard. This shall not apply to those employees hired after April 1, 1970.



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

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:

Hourly

**Job Descriptions** - Change **last paragraph** as follows:

At no time will any casual have the authority to sign for the safety of any equipment. Only full time **Class A or Class B** mechanics will be allowed to sign off on driver write-ups.

**Section 3. Unassigned Employees - *No Change***

**Section 4. - *No Change***

**Section 5. - *No Change***

**Section 6. - *No Change***

**Section 7. Work in Other Classifications - *No Change***

**Section 8. - *No Change***

**Section 9. - *No Change***

**Section 10. - *No Change***

**Section 11. - *No Change***

**Section 12. - *No Change***

**Section 13. - *No Change***

**Section 14. - *No Change***

**Section 15. - *No Change***

**Section 16. Road Work - No Change**

**Section 17.**

Change **second paragraph** as follows:

Employees shall be offered the opportunity in seniority order to attend required training programs for work to be performed **under the Local Freight and Forwarding Garage Supplement.** ~~within the employee's classification.~~ The Employer will reimburse employees for completing ASE Certification, when such certification is required by the Employer. **The Employer will make every effort to provide training on all new equipment within one (1) year of bringing new equipment into service.**

**Section 18. Protective Equipment**

(a) *No Change*

Add NEW LANGUAGE (b) as follows:

**(b) The Employer shall pay to all active employees, beginning with the third year of this agreement one hundred dollars (\$100.00) per year to each active employee working under the Garage Supplemental Agreement.**

**Tools -** Add NEW LANGUAGE to **last paragraph** as follows:

The Employer will repair all employee-owned air tools used by the employee on the job. **Employer provided tools will be maintained in proper working order and replaced as needed.**

**ARTICLE 56. FARM OUT**

Add NEW LANGUAGE to **first paragraph** as follows:

Article 32 of this Agreement shall not prohibit the Employer from taking advantage of manufacturers or vendors warranties, guarantees, or adjustments on equipment or from having work performed at points enroute as needed. The Employer shall not be required to perform the type of work in its shop which has not been performed in the past by its shop employees. Any warranty, or extended service policy, purchased in excess of the standard warranty furnished by the manufacturers must be filed with Southern Region of Teamsters. **All proof of equipment warranty will be provided to the Union when requested by the local union or steward and the Company will comply pursuant to Article 7 of the NMFA.**

Add NEW LANGUAGE to **third paragraph** as follows:

In all shops employing Teamster mechanics and/or service employees, the Employers covered by

this Letter of Understanding agree to maintain the number of mechanics and/or service bargaining unit employees on each of the applicable seniority list at each shop location as those lists are constructed as of December 10, 2002. **When a regular full-time employee is terminated (retired, quits, is discharged, etc.) this full time opening will be filled within fourteen (14) calendar days if the company is hiring an existing casual or if hiring from outside the time will be extended to thirty (30) calendar days.** It is understood and agreed that the use of vendors to perform overflow work that has normally been done by the Teamster mechanics after two (2) hours of overtime has been offered to the affected Teamster mechanics/service employees' shift that the farm out occurred on will not be a violation of this Letter of Understanding or the terms of the Labor Agreement. The training programs that are presently in existence at the shop locations will remain in effect for the term of the 2003 NMFA. This language does not prohibit the company from laying off due to a down turn in business as long as overflow work is not being farmed out and is not intended to preclude the Employer from exercising their rights under Article 8, Section 6 of the NMFA.

Add NEW LANGUAGE to **last paragraph** as follows:

The terms and conditions of this Letter of Understanding are not intended to change or modify the manner in which lease equipment repairs, accident repairs, warranted work, etc. is presently performed or to modify in any manner those written agreements between each of the respective signatory Local Union and Employers relative to the use of outside vendors. **Vendors will only be allowed to perform work at the Employers facility in a designated area.**

#### **ARTICLE 57. FUNERAL LEAVE**

Add NEW LANGUAGE to **first paragraph** as follows:

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. In the event of a death of an employee's mother-in-law, father-in-law or spouse's brother or sister, a regular employee shall be entitled to one (1) day off with pay, to attend the funeral. A regular employee shall be entitled to three (3) days funeral leave during the period from and including the day of the death of the designated relative to and including the day of the funeral, **and at the option of the Employee he/she may take the day after the funeral with proper notification,** if all other conditions set forth herein are met:

**ARTICLE 58. ADDENDA - *No Change***

**ARTICLE 59. ELIMINATION OF BONUS - *No Change***

**ARTICLE 60. MOONLIGHTING - *No Change***

**ARTICLE 61. TERM OF AGREEMENT - *No Change***