

**SOUTHERN REGION  
AREA LOCAL FREIGHT  
OFFICE CLERICAL EMPLOYEES  
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.

**ARTICLE 40. SCOPE OF AGREEMENT - *No Change***

## ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

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

### Section 2. Casual Employees

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 **tenth paragraph** as follows:

Any protest to the seniority list must be made in writing, with 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.

(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. All days worked in the week of layoff will be at the straight time hourly rate of pay. **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.** - *No Change*

**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.** - *No Change*

**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.

**Maternity Leave**

(f) *No Change*

**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 FEES**

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. Dispute 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 identification, **(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.

No employee shall be required to take any form of lie detector test as a condition of employment.

#### **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. WASH ROOMS AND LUNCH ROOMS

Change **last paragraph** as follows:

Restrooms 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

*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 51. PENSION

*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 52. VACATIONS - *No Change*

## ARTICLE 53. HOLIDAYS

Change **sixth paragraph** as follows:

~~If a personal holiday (birthday or anniversary) falls between the first 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 - No Change**

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

**Section 3. Meal Period**

**Coffee Breaks - Add NEW LANGUAGE to first paragraph as follows:**

There shall be two (2) fifteen (15) minute breaks; one two (2) hours after employee's starting time and one two (2) hours prior to end of employee's regular work 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.**

## ARTICLE 55. WAGES AND HOURS

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

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.**

(b) *No Change*

Add NEW LANGUAGE to (c) **first paragraph** as follows:

(c) 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.

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

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

The hourly rates of pay shall be as follows:

GROUP 1  
Rate Clerk  
**Head Cashier**

GROUP 11  
Cashier  
Rate Clerk B  
~~Division Clerk~~ **Customer Care Clerk**  
Secretary/Stenographer  
OS & D Clerk

GROUP III  
~~Interline Clerk~~ **PACS Clerk**  
Assistant Cashier  
~~Stenographer~~ **Receptionist**  
~~PBX Operator~~ **Imaging Clerk**  
Manifest Clerk  
Billing Clerk  
~~TWX Operator~~ **Special Accounts Clerk**  
Code Clerk  
~~Comptometer Clerk~~ **Driver Check In Clerk**  
~~IBM Machine Operator~~ **Appointment Clerk**  
~~Computer Biller~~ **R&U Clerk**  
~~Key Punch Operator~~ **General Clerk**  
~~Invoice Clerk~~  
~~Revenue Department Clerk~~  
File Clerk  
~~Abstract Clerk~~  
~~Typist Clerk~~  
Tracing Clerk

~~File Clerks hired after 8/1/67 \$17.92~~



**Entry Rates (New Hires)**

Effective April 1, 1998 **2008**, 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 SETTLEMENT IN THE MASTER AGREEMENT.***

(a) *No Change*

(b) *No Change*

(c) *No Change*

Add NEW LANGUAGE as follows:

**The Company, when posting clerical bids, will post specific job assignments. Each posted bid will consist of the primary job assignment and the additional language of . . . . and other assigned duties.**

**The primary job will be construed to be the job taking up at least fifty percent (50%) of the employee's bid day or the majority of the day if less than fifty percent (50%).**

**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***

**ARTICLE 56. 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 57. ADDENDA - *No Change***

**ARTICLE 58. ELIMINATION OF BONUS - *No Change***

**ARTICLE 59. SICK LEAVE - *No Change***

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

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