

# **Southern Region Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement**

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



**For The Period April 1, 2008  
thru March 31, 2013**



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**SOUTHERN REGION AREA  
LOCAL FREIGHT FORWARDING  
PICKUP AND DELIVERY  
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, 2008 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.**

### **Section 1. Scope of Agreement**

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Pickup and Delivery operations of the Employer, except as provided in the Over-the-Road Agreement, in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the city pickup and delivery and dockmen employees, this Agreement shall automatically become effective.

(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.



Under no circumstances will overflow traffic within the fifty (50) mile radius be given to a Cartage company with local cartage employees laid off.

The Company will provide each Local Union a list of all shipments given to an interline or third party carrier upon request of the Local Union. This list will consist of the date tendered to the third party carrier, pro numbers and date delivered by third party carrier. The list will be provided to the Local Union pursuant to Article 7 of the National Master Freight Agreement.

## **HOURS/SHIFTS**

The Company may utilize five (5) eight's (8's) / four (4) tens (10's) or any other combination of hours that is mutually agreed to between the parties.

### **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean any driver operating a truck tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Agreement, and Checkers, Switchmen, Hostlers, Forklift Operators, and Dockmen.

### **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 Over-the-Road operations.

## **ARTICLE 41.**

### **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall

be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

## **Section 2. Casual Employees**

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift he/she is supplementing or replacing. Casuals shall not work over-time on the shift unless all regular employees working the shifts they are supplementing or replacing have been offered over-time, regardless of the work being performed. The only exceptions to this would be if the casual has worked past their sixth (6th) hour, he/she may complete his/her eight (8) hours or unless there are no regulars on the same shift in the same area of the city.

Each casual employee shall be guaranteed four (4) hours' pay when called to work. If, however, the employee works more than six (6)

hours, the employee shall be guaranteed eight (8) hours' pay and may complete eight (8) hours of work. The employee may be called to work more than one time each day, such as morning and evening, if used to supplement regular crews.

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. 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.

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 Employer's 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 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.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplementary casuals may be used to supplement regular crews

and for each six (6) man-hours worked per day during any thirty (30) days of such two (2) calendar month period the Employer will add a regular employee. The Employer shall have the right of selection of the employees to be added to the seniority list.

Casual employees shall not accrue seniority. The selected casual employee seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

A casual employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable rate of pay.

Casual hours worked in parallel shall not be considered as man hours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, telephone number and social security number,
- (b) The dates worked,
- (c) The classification of work performed each day, and the hours worked; and,
- (d) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or

from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

- a) The transfer opportunity is a once in a lifetime opportunity;
- b) The employee must notify the employer and local union, in writing, of their intent to transfer;
- c) The transfer opportunity will be afforded when the company is in a hiring mode;
- d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;
- (e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

### **Section 3. - Preferential Casuals**

When a casual is used by the Employer for seventy (70) shifts of six (6) hours or more, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days after the aforementioned seventy (70) shifts and notification of the Local Union.

The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future, regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications, or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) Employer.

Casual employees on the preferential casual list shall be offered available extra work in the order in which they were placed on the preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed six (6) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company in writing, thirty (30) days prior to implementation of a preferential casual list being established.

#### **Section 4.**

The Employer agrees not to establish qualifications for employment for the purpose of evading the terms of this Agreement or discriminating against Union members. Violation of this provision shall be subject to the grievance procedure.

#### **Section 5.**

Subterfuge or abuse of this Article is subject to the grievance procedure.

## **Section 6. Referral Hall**

To provide an efficient, competent, and safe system of operations in the industry; to minimize the evils of casual employment, thereby securing a fair distribution of employment, a living wage to those workmen who must gain their livelihood from the industry to which they contribute their labor, to provide an orderly procedure of referral of applicants to employment, and to assist carriers in obtaining qualified employees, there is hereby established this plan of referral between the Employer and the Union.

(a) Local Unions shall be the sole and exclusive source of referrals of applicants for employment, except as herein provided.

(b) The Employer shall notify the appropriate Local Union of its need for employees (casual, temporary, or regular) at least twenty-four (24) hours in advance of the job. This notice shall not be required when the need of the Employer is to replace an absent regular employee or in an emergency. In requesting referrals, the Employer shall specify to the Local Union the number of employees required, the location of the job, the nature and type of work to be performed and such other information as is deemed essential in order to enable the Local Union to make proper referral of applicants.

(c) The Employer shall not recruit or hire applicants not referred by the Local Union. However, if the Local Union is unable to refer applicants for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, or within two (2) hours if replacing an absent employee the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employee." The Employer shall notify the Local Union promptly of the names and social security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

(d) The Local Union shall maintain a register of applicants for employment established on the basis of the time of registration.

(e) The Local Union shall refer applicants to the Employer in the order of time and date of their registration, provided the Local Union shall not refer an applicant previously discharged or disqualified by the Employer requesting a referral.

(f) When a request is made by the Employer for employees, the applicant next entitled to a referral shall be notified by the Local Union at the Hiring Hall or by telephone. If an applicant refuses a referral or cannot be readily reached in the foregoing manner, his/her name shall be placed at the bottom of the list. If an applicant accepts referral and is actually employed for more than three (3) days, his/her name shall be removed from the register and he/she shall thereafter be required to re-register for additional employment,

(g) Registration and selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. The parties hereto agree that a copy of this Agreement shall be posted at the Union Hall and the terminal of the Employer.

(h) When hiring hall is closed, vacancy caused by absenteeism may be filled with casuals without referrals.

## **ARTICLE 42. SENIORITY**

### **Section 1. Seniority Rights for Employees Shall Prevail**

Seniority shall be broken only by discharge, retirement, voluntary quit, absence from work for a ninety-six (96) hour period after proper notice from the employer, the ninety-six (96) hour notice excludes Sundays and all holidays, including non-contractual holidays when the United States Postal Service is officially closed, failure to answer recall, or more than a five (5) year layoff. The above time limits for the ninety-six (96) hour notice shall begin with the day following the postmark of proper notification.

The parties agree that the proper procedure to be followed when an employee refuses a work order is:



When an employee refuses a direct work order by a supervisor, not in violation of the law or this contract, he/she will be given a written warning for his/her refusal, stating that he/she has a ten (10) minute cooling off period to reconsider his/her refusal (such as calling a job steward or Business Agent for counsel) and that continued failure to perform the work may result in his/her complete loss of seniority.

If the employee continues to refuse the work order, after the ten (10) minute cooling off period, he/she may be subject to complete loss of seniority and immediately taken out of service.

A written notification as set forth above, will not be required for an employee who is away from a terminal facility or is at a dark facility; but verifiable (witnessed by a job steward when available or a bargaining unit employee and/or electronic recording) oral instructions will suffice.

All of the above is subject to the grievance procedure.

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his/her last known home address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement. Employees shall give the Employer one (1) week notice of intent to return to work. The above time limits shall begin with the day following the postmark of the certified letter of recall.

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. When an employee is added to the regular seniority list, there will be a clock punch in his/her personnel file.

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.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the Grievance Procedure as set out in Article 44 and 45 of this Agreement.

The Employer will maintain a list of overtime hours worked at each terminal and make the list available to the job steward and/or Local Union upon request. All employees (regular and casual) performing work in terminals of twenty (20) employees or less would afford the employer two (2) hours per employee of exempt overtime. All employees (regular and casual) performing work in terminals of more than twenty (20) employees would afford the employer one (1) hour per employee of exempt overtime.

The overtime hours worked by all employees will be totaled daily, the exempt hours will be subtracted, and all remaining overtime hours will be considered excessive overtime. For every eight (8) excessive overtime hours worked, one (1) additional day will be counted towards returning a laid off employee back to regular status under Article 42, Section 2. There will be no pyramiding of actual days worked by laid-off employees and additional days added under the excessive overtime hours.

Subterfuge of this Article will be subject to the Grievance Machinery and any violation will be counted toward returning a laid off employee to active status.

## **Section 2. Reduction in Force**

(a) Terminal seniority, as measured by length of service at such terminal, shall prevail, except as otherwise provided in this Agreement.

(b) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

## **Layoff and Recall**

(c) If the Employer elects to lay off an employee due to the neces-

sity of reducing the work force, the Employer shall notify the employee prior to the end of the employee's workweek by hand delivery and/or certified mail with a copy of the layoff letter being sent to the Local Union by regular mail or delivery. In lieu of proper layoff, an employee will be paid a maximum of two (2) days' pay.

In no event shall the layoff notice reduce the employee's weekly guarantee for that workweek. No notice shall be required if the layoff is caused by the unauthorized work stoppage or strike of any IBT Union.

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.

A junior employee may complete his/her workweek when it extends beyond a senior employee's workweek.

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked in any five (5) out of seven (7) days, or, ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

In the event of layoff, an employee so laid off shall be given two (2) weeks' notice of recall by certified mail to his/her last known home address.

The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the Employer with-

in seven (7) days of his/her intent to return to work shall result in the loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report within fourteen (14) days shall result in the loss of all seniority rights. The above time limit shall begin with the day following the postmark of the certified letter of recall.

### **Section 3.**

(a) In all cases where physical fitness or ability to perform the required work are equal, seniority rights shall govern. The Employer has the right to discipline or transfer an employee or employees in the same classification, to instruct and direct the work, manage the terminals and docks and assign its equipment, and to make rules and regulations for the conduct of its business, not to conflict with the terms of this Agreement. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

Any new technology introduced by the Employer, employees will be trained and paid at the full contractual rate of pay.

In those instances where employees are not qualified in all classifications, due to inability to perform the required work, the Employer will allow the employees to practice on their off-time, on Company equipment and/or facilities, to become qualified. The Company reserves the right of scheduling the practice periods of the employees.

The Company and the Union shall jointly establish a reasonable period of time for the employees to qualify. Any dispute involving an employee not making a reasonable effort to qualify shall be subject to the grievance procedure.

Recognizing the need for qualified drivers, all employees who are qualified or have been qualified to drive must remain qualified unless physically prohibited from doing so.

The provisions of this Article shall not apply to any regular employee who cannot qualify because of physical fitness.

(b) All new Positions or permanent vacancies will be promptly bulletined at the Company terminal for a period of five (5) working days. Qualified employees desiring such positions shall file application in writing with the designated office of the Employer within five (5) working days. Such assignment will be governed by the seniority of the applicants, as above outlined. Assignments shall be made within five (5) work days after the closing of bidding.

Employees assigned to positions on the effective date of this Agreement or assigned thereafter will not be permitted to transfer to another position until such time that a vacancy or new position exists.

Any employee who does not bid while the jobs are posted will be assigned to any remaining job opening(s) that the employee is qualified to perform.

#### **Section 4. Bulletining of Jobs**

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

#### **Section 5.**

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 thirtieth (30<sup>th</sup>) of the aforementioned months, unless otherwise agreed to between the parties to this agreement. The Employer shall furnish a copy of the bid posting to the Union.

#### **Section 6.**

In the event a new company terminal is opened within the jurisdiction of the same Local Union on freight that had previously been interlined and/or not served, the Company will be required to file or gain approval of the Change of Operations Committee.

Any employee transferring to the new terminal will go at the new hire rate of pay. There will be no retreat rights of any employee accepting transfer opportunity.

## **Section 7.**

The assignment of equipment, routes, or work within a particular classification shall not be subject to seniority or bid except that employees bidding on driving jobs will be allowed to select whether or not they will drive a trailer or a straight truck.

The right to select a trailer or a straight truck shall not be operative in those cases where it will result in the disqualification of another bid driver as a bid driver. In posting jobs for drivers, the Employer is not required to break bids down into classification of trailers or straight trucks.

Drivers on normally assigned routes will be assigned trailers according to the requirements of the terminal operation and customer needs. Should two (2) or more trailers be needed on the same route, seniority will have choice of short or long trailers. For all other drivers, seniority will prevail in choice of short or long trailers providing dispatch times are the same.

## **Section 8.**

The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of fourteen (14) days and the Local Union shall be furnished a copy of such rules prior to posting. If no protest in the form of a written grievance is filed by the Local Union during the fourteen (14) day period, the rules shall become effective. If a protest is filed, the rule or rules protested must be removed from the bulletin board and shall not become effective until approved by the Grievance Committee.

However, such protest must be heard at the next scheduled Southern Grievance Meeting.

## **ARTICLE 43. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business providing twenty-four (24) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### **Section 2.**

(a) Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

(b) Employees who accept employment in a supervisory capacity will forfeit all seniority rights and be removed from the seniority list.

## **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, of any year will be paid on March 31, 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 will 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 amend in this Agreement uniformly to the Supplements. The Committees shall not establish rules and regulations for sick leave programs in existence prior to April 1, 1976.

Accrual and cash out dates for sick/personal 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) Refer to Article 35 of the National Master Freight Agreement.

## **Jury Duty**

(e) Effective April 1, 1979, all regular employees called for jury duty will receive the difference between the hourly shift the employee is working, at the time of absence, at the applicable



hourly wage and actual payment received for jury service for each day of jury duty to a maximum of one-hundred twenty (120) hours for each contract year.

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

Time spent on jury service will be considered time worked for purposes of employee contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of fifteen (15) days for each contract year.

## **ARTICLE 44 GRIEVANCE COMMITTEES**

### **Section 1.**

The Employers and the Unions, parties to this Agreement, shall together create and maintain permanent State or Multiple State Committees covering the states covered by this Agreement. The State or Multiple State Grievance Committees shall remain as now established unless changed by mutual agreement between the parties to this Agreement. It shall be the function of these Committees to adjust the disputes which cannot be settled between the Employer and the Local Union. The State or Multiple State Grievance Committees shall consist of an equal number of members appointed by Employers and Unions, but not less than two (2) from each group. Each group may appoint alternates to serve in the event of absence of permanent members. When a State or Multiple State Grievance Committee is called, it shall be compulsory for each member of the Committee or the alternate to attend. Each State or Multiple State Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman serves written notice on the other requesting a meeting and the place of the meeting and the exact date of same shall be mutually agreed.

Each State or Multiple State Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

It is understood that any grievance of any employee working under this Agreement shall be processed by the appropriate State or Multiple State Grievance Committee.

If a dispute or grievance arising out of operations under this Agreement involved a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the State or Multiple State Grievance Committees for handling by the Chairman and Director of the Southern Region of Teamsters, that he deems appropriate and after such reference shall be handled under the usual procedure of that State or Multiple State Grievance Committee.

## **Section 2. Area Committees**

The Employers and the Unions, parties to this Agreement, shall together create a permanent Southern Region Area Grievance Committee which shall consist of an equal number of representatives of the Employers and the Unions. The Employers and the Unions each agree to notify the other in writing, giving the name of their respective Chairman within thirty (30) days after the, signing of this Agreement. The respective Chairman shall jointly decide the number of members comprising the Grievance Committee and shall furnish the names of their members in writing to the other. Thereafter any changes in representatives on the Southern Region Area Grievance Committee will be by written notification to the other party's respective Chairman.

The Southern Region Area Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman has served written notice on the other, the exact date and place of meeting to be mutually agreeable. The Southern Region Area Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

## **Section 3. Function of the Committees**

It shall be the function of the various committees, above referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1, Article 45.

## **Section 4. Subcommittees**

All committees established under this Article may act through subcommittees duly appointed by such committees.

# **ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY**

## **Section 1.**

The Unions and the Employers agree that there shall be no strikes, lockouts, tie-ups, or legal proceedings without first using all possible means of settlement as provided for in this Agreement of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedures shall then apply:

(a) Where a State or Multiple State Committee, by a majority vote, settles a dispute no appeal may be taken to the Southern Region Area Grievance Committee. Such decision will be final and binding on both parties.

(b) Where a State or Multiple State Committee is unable to agree or come to a decision in the case, by majority vote, such case shall automatically be put on the agenda of the next Southern Region Area Grievance Committee meeting, by the Secretary of the State or Multiple State Committee, and must be decided by the Southern Region Area Grievance Committee at the next Southern Region Area Grievance committee meeting. The decision of the Southern Region Area Grievance Committee by majority vote, shall be final and binding on both parties.

(c) Cases deadlocked at the Area Committee will be processed in accordance with Article 8 of the National Master Freight Agreement.

(d) Failure of any Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at, the grievance procedure at any stage, or failure to comply with any Committee decision withdraws the benefits of this Article.

(e) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(f) All monetary grievances that have been resolved either by decision or through a signed dated written settlement agreement shall be paid within fourteen (14) calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment in writing.

## **Section 2. Referral of Interpretations**

It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by either the Union Committee's Secretary or the Employer Committee's Secretary to the Southern Region Area Grievance Committee at any time for final decision, and such Southern Region Area Grievance Committee shall be convened on seventy-two (72) hours notice to handle matters so referred.

## **Section 3. Examination of Records**

The Local Unions, the State or Multiple State Committee or the Southern Region Area Grievance Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

## **Section 4. National Grievance Committee**

Grievances and questions of interpretation which are subject to handling under the provision of Article 8 of the Master Agreement shall be referred to the National Grievance Committee in accordance with such Article 8.

## **Section 5. Committee Expense**

Any meeting room expense involved in such proceedings shall be borne equally between the parties to this Agreement.

## **ARTICLE 46. DISCHARGE OR SUSPENSION**

### **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 (1) 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 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; 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, drinking alcoholic beverages, using drugs or narcotics on Company property; a serious preventable accident while on duty, the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; 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.

The warning notices 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 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, 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.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his/her return to the home terminal. If no decision has been rendered on the appeal within fifteen (15) days the case shall then be taken up as provided for in Article 45 of this Agreement.

Effective April 1, 2003, the Employer will not terminate any employee for any discrepancies on his/her application for employment, after a period of one (1) year from the employee's hire date.

## **Section 2. Absenteeism**

In all cases where an employee is unable to report to work at the regular starting time, for any reason, he/she shall immediately notify the supervisor on duty. Failing to so notify the supervisor on duty he/she shall not be reinstated upon his/her return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article the employee may be disciplined or discharged.

## **ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

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. Employees 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 employe re-examined at the Union's expense.

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.

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.

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

## **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.

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.

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**

Employer shall maintain clean sanitary rest rooms, with complete toilet facilities.

Employer shall provide adequate lunch facilities at each terminal and maintain the lunch facilities in a clean and sanitary condition. The Employer shall not store freight or any other items in the lunch facilities or the restrooms.

Restrooms and lunch facilities shall be cleaned 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.

Contributions will be made to the Central States, Southeast and Southwest Area Health and Welfare fund, or other applicable fund for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll thirty (30) days or more.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required full weekly contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area committee, by majority vote, determines that contributions are required, the Employer shall pay the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide. The Trustees or their designated representatives shall

have the authority to audit the payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision to *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby

waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five) (5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area

Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **Section 1.**

A vacation of one (1) week shall be granted with pay to all employ-

ees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

## **Section 2.**

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

## **Section 3.**

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

## **Section 4.**

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

## **Section 5.**

A vacation of five (5) weeks shall be granted with pay to all employees who have worked for the Employer for a period of twenty (20) years or more

## **Section 6.**

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) and sixth (6th) week of vacation if any qualified employee is on layoff.

## **Section 7.**

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one (1) week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two (2) weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least forty-eight (48) hours notice will be required (except by mutual agreement) and the Employer will verify the request, forty-eight (48) hours prior to the requested vacation day (s). The number off will be subject to the fifteen percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day (s). During the forty eight (48) hours prior to vacation day (s), no bumping will be permitted.

When the employee takes the first (1st) day of such daily vacation, he/she will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day (s) with his/her check for the week in which the vacation day (s) fall and such day (s) shall be included in the above mentioned fifteen percent (15%).

Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the workdays during the year.

## **Section 8.**

All employees presently receiving a forty (40) hour guarantee for vacation shall be paid five (5) hours in addition to the forty (40) hours guarantee for each week of vacation due them at the applicable hourly rate.

## **Section 9.**

It is understood that during the first year an employee must have



been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second and subsequent years the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation may be earned between anniversary dates of employment.

An employee working ten (10) hours shifts will accumulate days toward vacation in the following manner:

One (1) day worked One (1) days credit

Two (2) days worked Two (2) days credit

Three (3) days worked Four (4) days credit

Four (4) days worked Five (5) days credit

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

## **ARTICLE 53. HOLIDAYS**

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee's birthday, employee's anniversary date and VE and VJ Days, if either be declared a National holiday by the US Government. New Orleans shall retain Mardi Gras as a holiday. In Oklahoma, a personal holiday shall apply.

Double the regular hourly rate of pay shall be paid to regular employees for all work performed on the above named holidays in addition to the regular hourly guarantee which the employee receives for not working on the above named holidays. When a holiday falls on Sunday, it will be observed the day it falls. In the event, the Federal Government observes a named holiday on a different day than the actual holiday, the Regional Chairman, Union and Employer, will determine the day the holiday is observed. The only work to be done on Labor Day will be in case of emergency and then when mutually agreeable. Regular assigned employees will not be required to work on a holiday if extra employees are available and the rate of pay for such extra employees will be the regular hourly rate of pay. If a holiday falls outside of a workweek of an employee receiving a ten (10) hour daily guarantee, employee shall be paid eight (8) hours.

Regular employees shall not be required to work extra hours to offset holiday hours, but if he/she is required to work on a holiday he/she shall receive a minimum of six (6) hours guarantee at double time the regular hourly rate of pay plus the eight (8) hour guarantee at the regular hourly rate of pay which he/she receives for not working.

No deduction shall be permitted from regular assigned employees' weekly guarantee for observance of a holiday but he/she shall receive his/her regular weekly guaranteed wage plus any overtime work he/she might perform.

When any holiday falls within the period of an employee's paid vacation, such holiday or holidays shall be paid in addition to their vacation pay.

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.

In order to qualify for holiday pay, it is provided that the employee must work the regular workday immediately preceding or following the holiday, if requested to do so or unless he/she is unable to work on account of proven illness, or unless absence is mutually agreed.

Notwithstanding the above, a regular employee on layoff status shall be paid eight (8) hours for holiday pay in the event the holiday occurs during the first thirty (30) day period that he/she is on layoff status whether or not any work is performed. If any work is performed the guarantees in the above paragraph shall apply.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holiday(s) that fall within their probationary period.

## **ARTICLE 54. PAID-FOR TIME**

### **Section 1. General Section**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report to work and registers in and until the time he/she is effectively released from duty.

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 Section**

Any regular employee called back to work after having completed his/her regular assignment for that day shall be guaranteed six (6) hours pay at the applicable hourly rate of pay.

### **Section 3. Meal Period**

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. An employee, required to work during the three (3) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the third (3rd) or after the sixth (6th) hour. Meal periods shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory where there is no accessible eating place.

At breakbulks or consolidation centers, the Employer may, at its option, bid straight eight (8) hour shifts with a thirty (30) minute paid break to be divided per agreement with the Local Union. Should the Employer exercise this option it must be ratified by a fifty percent (50%) plus one (1) vote of the employees. Once voted in it would be effective for the life of the contract unless the Employer chooses to cancel it.

## **ARTICLE 55.**

### **Section 1. Wages and Hours**

The guaranteed workweek shall be forty (40) hours per week, five (5) consecutive days with a daily guarantee of eight (8) hours per day, time and one-half (1-1/2) after eight (8) hours per day and/or forty (40) hours per week.

The above guarantee may be broken in the event of an Act of God, or any other circumstance beyond the control of the Employer, however, any day(s) lost may be made up by the employee on a regularly scheduled off day ahead of casuals or laid-off employees within a thirty (30) day period.

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 the 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.

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.

The workweek shall be Sunday through Saturday subject to the above provisions.

If an employee has a legitimate reason for not working overtime, he/she must notify the Company in writing prior to the start of his/her shift. In such event the Employer shall make a reasonable effort to honor the employee's request.

## Section 2. Rates of Pay

The hourly rate of pay shall be as follows:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
Checker	\$22.73	\$23.13	\$23.58	\$23.98	\$24.43
Driver	\$22.73	\$23.13	\$23.58	\$23.98	\$24.43
Switchman (hostler)	\$22.73	\$23.13	\$23.58	\$23.98	\$24.43
Forklift Operator	\$22.73	\$23.13	\$23.58	\$23.98	\$24.43
Dockman	\$22.61	\$23.01	\$23.46	\$23.86	\$24.31

## **Entry Rates (New Hires)**

**A. CDL Qualified Driver or Mechanics.** Effective April 1, 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:

- (a) Effective first (1st) day of employment - eighty-five percent (85%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year - ninety percent (90%) of the current rate.
- (c) Effective first (1st) day of employment plus two (2) years - ninety-five percent (95%) of the current rate.
- (d) Effective first (1st) day of employment plus three (3) years - one hundred percent (100%) of the current rate.

CDL-qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at ninety percent (90%) of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter provided they have not had a break in service in excess of three (3) years.

**B. Non-CDL Qualified Employees.** Effective april 1, 2008 all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression.

- (a) Effective first (1st) day of employment - seventy percent (70%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year - seventy-five percent (75%) of the current rate.
- (c) Effective first (1st) day of employment plus two (2) years - eighty percent (80%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - one hundred (100%) of the current rate.

C. 1) Combination casual rates shall increase by eighty percent (80%) of the general wage increase for regular employees.

All combination Casual wage rate will be increased according to the following schedule:

Effective Date:	Wage:
04/01/08	\$19.07
04/01/09	\$19.39
04/01/10	\$19.75
04/01/11	\$20.07
04/01/12	\$20.43

2) Effective for dock casuals hired after 1/1/08, the hourly rate will be fourteen dollars (\$14.00) for the duration of the agreement.

### 3) Utility Employee Rate

Effective April 1, 2008, the Employer shall pay each Utility employee an hourly premium of one dollar (\$1.00) per hour over the highest rate the employer pays to local cartage drivers under the Supplemental Agreement covering the Utility Employee's home domicile. A Utility Employee in progression shall receive the hourly premium in addition to the Utility Employee's progression rate.

Classification:

(a) Where two (2) or more hostlers are bid at the same starting time, seniority shall prevail on all available jobs, unless otherwise mutually agreed. There shall be no bumping allowed after these assignments.

At a shop location no employee will be required to use any tractor or trailer(s) that has been placed behind the dead line or that has been placed out of service, and that is determined to be out of service because of a DOT regulated issue until the tractor or trailer(s)

have gone through the fuel bay for inspection or cleared by an authorized mechanic.

(b) To determine the number of forklift operators on a shift at a breakbulk terminal, a ratio of six (6) employees assigned to the dock for each forklift operator will be utilized. At terminal locations where there are no lifts bid on a shift, forklift work will be offered in seniority order; however, if there are four (4) or more hours of lift work on a shift, the Local Union may require a bid lift for that shift.

Employees may be assigned to load to and from the dock or, when loading/unloading their particular assigned unit, may use a forklift to handle the freight as necessary when the above ratios are met.

The above is subject to the grievance procedure.

### **Section 3. Unassigned Employees**

The Employer may use the youngest fifteen percent (15%) of the total regular employees (at least one (1) at each terminal) as unassigned employees. These unassigned employees shall work under all the conditions of and guarantees of this Agreement, except their workweek shall be any five (5) days from Sunday through Saturday. These employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. Unassigned employees shall be advised at the end of their workday when next to report to work, and reporting times shall be chosen in order of their seniority. Unless otherwise mutually agreed by the parties hereto. Extra employees shall not be worked on days that unassigned employees do not work, unless unassigned employees are offered the work and reject the same, and are unavailable (this does not apply to premium days and/or overtime work of the unassigned employees).

Unassigned employees will not be forced to work after completing their forty (40) hour guarantee, including holiday pay, provided they give the Employer written notice no later than the beginning of his/her workweek.



Within thirty (30) days after ratification of the Agreement, the Local Union shall take a vote of the employees in those locations where unassigned employees are applicable to determine if the majority of the employees desire to have the unassigned positions posted for bids, or to have the youngest fifteen percent (15%) as unassigned.

The results of this one-time vote shall remain in effect for the life of this Agreement. The Local Union shall notify the Employer, in writing, as to the outcome of the vote.

If the employees by majority vote elect to bid the unassigned positions, the applications and interpretations of the previous contracts shall remain in effect.

Should the employees, by majority vote, elect to have the youngest fifteen percent (15%) as unassigned the following shall apply:

(a) An unassigned employee's classification, on a daily basis, shall be determined by his/her first (1st) job assignment and he/she shall be dovetailed into that classification for the day's work, as a driver or checker.

(b) Where unassigned employees are used as supplements ten (10) consecutive workdays at the same start time, or within one (1) hour of the same start time, the Employer shall post a new bid for that start time.

(c) By making the bottom fifteen percent (15%) of the regular employees unassigned, the following would apply in the event of layoffs:

(1) Employees with bid shifts could be notified, at the time of lay-off of unassigned employees, that they fell within the bottom fifteen percent (15%) group and would become unassigned beginning the following Sunday.

(2) When employees were recalled to work. the employees on previous bids above the fifteen percent (15%) would go back on their old bid.

#### **Section 4.**

At any terminal where ten (10) or less active employees are employed, starting times shall not be subject to bid; however, the days of work shall be subject to bid, and shall consist of five (5) consecutive eight (8) hour days or four (4) ten (10) hour days, which can be split as long as the employee has two (2) consecutive days off.

All employees at such terminal shall be paid the rate of pay provided in this Agreement.

Bids for eight (8) hour days and/or ten (10) hour days will be bid weekly. Reporting times shall be chosen in order of seniority. The employees shall be notified at the end of the day's work the starting time available for the next day. Employees may by seniority choose from all available starting times regardless of whether they are bid on an eight (8) hour day or a ten (10) hour day, unless otherwise agreed to.

At any terminal where more than ten (10) active employees but less than sixteen (16) active employees are employed, nine (9) starting times shall be subject to bid; however, the days of work shall consist of five (5) consecutive eight (8) hour days or four (4) ten (10) hour days, which can be split as long as the employee has two (2) consecutive days off.

The remainder of the positions shall be bid as unassigned consisting of any five (5), eight (8) hour days worked in any work week. A casual employee may be used without regard to regular employees being on duty after the daily/weekly guarantee has been satisfied.

#### **Section 5.**

There shall be no split shifts for regular employees at any time.

#### **Section 6.**

Overtime shall not be used in making up the weekly guarantee for regular employees.

## **Section 7.**

There shall be a minimum weekly guarantee of the number of hours pay set out in Section I above, for all regular employees covered by this Agreement at their respective hourly rates of pay. The weekly guarantee shall not apply on absence on the part of the employee.

In the event a strike occurs in the jurisdiction of a Local Union, the employees affected by such strike in said Local Union shall not be entitled to the weekly guarantee.

## **Section 8. Work in Other Classifications**

When an employee is requested to do work in a higher rated classification, he/she shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he/she shall receive his/her regular rate of pay for all such lower rated work performed. The Employer may utilize employees interchangeably in the various classifications.

## **Section 9.**

At no time will any employees with supervisory authority of the Employer signatory to this Supplement be permitted to perform work covered by this Supplement for their Employer or any other Employer signatory to this Supplement except as provided in Article 9 of the Master Agreement. Violation of this clause will be a direct violation of this Agreement, except as provided for in Article 9 of the Master Agreement.

## **Section 10.**

Regular employees on layoff status shall be guaranteed eight (8) hours' pay when called to work.

## **Section 11.**

It is agreed that there will be continuation of the Addendum for New Orleans, Louisiana, for the maintenance of their present Compensation Insurance Clause and premium pay for explosives.

## **Section 12.**

When the starting time is changed the position shall be bulletined as a new position and the employees will be permitted to exercise their seniority. The Employer agrees that if it changes an employee's shift the employee will be given seven (7) days notice of such change prior to the effective date of the change.

## **Section 13.**

If the Employer elects to work regular employees on their sixth (6<sup>th</sup>) day, seventh (7<sup>th</sup>) day or on a holiday, seniority and qualifications shall prevail. In all other cases (early call and shift extension), seniority and classification will continue to apply. Where an employee is assigned to a particular route or customer, the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his/her off day, or holiday, such employee must have had ten (10) hours off duty prior to the commencement of the shift on his/her off day or holiday. If an employee works on his/her off day, he/she shall be paid time and one-half ( 1 & 1/2) for the sixth (6<sup>th</sup>) day and double time for the seventh (7<sup>th</sup>) day. If employees are called to work on their sixth (6<sup>th</sup>) day or seventh (7<sup>th</sup>) day, in addition to a regular bid shift, they may only exercise their seniority for towmotor, hostling or city driving, behind the regular bid shift employee. Any bid driving employee will be considered eligible for work on a seventh (7<sup>th</sup>) day if he/she is able to protect his/her bid start time the following day with the required DOT rest and hours of service.

## **Section 14.**

Employees covered under the Southern Region Area Pickup and Delivery Supplemental Agreement will not be required to fuel equipment when fueling is covered by another labor agreement, except when garage is normally closed.

## **Section 15.**

All city LTL pickup and delivery drivers will be furnished two wheelers.

## **Section 16.**

Where the Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay for the particular week, and shall not be obligated to offer such employee any overtime or premium pay work. Any employee who has broken his/her workweek for any reason shall not be entitled to claim any work occurring outside his/her scheduled workweek.

## **Section 17. Protective Equipment**

Terminal yardmen and hostlers shall be provided with rain gear including appropriate footwear. Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids shall be provided with rubber or leather aprons and gloves.

Appropriate protective masks shall be provided an employee when handling highly hazardous material.

# **ARTICLE 56. LEASED EQUIPMENT**

## **Section 1.**

For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties, in each locality, for the equipment used in the locality, subject to approval by joint state and area committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

## **Section 2.**

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

### **Section 3.**

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his/her services, as well as the ends to be accomplished.

### **Section 4.**

This Article applies only to city employees owning and operating their own equipment.

## **ARTICLE 57. FUNERAL LEAVE**

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:

- (1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.
- (2) Pay for compensable funeral leave shall be for the employees regular shift at the straight-time hourly rate.
- (3) Funeral Leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.
- (4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated.

If the funeral is beyond three hundred fifty (350) miles of the home domicile, the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee will not count toward adding employees to the regular seniority list. Make-up days will be at the straight-time hourly rate.

## **ARTICLE 58. ADDENDA**

Addenda or supplements to this Agreement providing for better wages, hours and working conditions which have previously been negotiated by Local Unions and the Southern Region of Teamsters and the Employer affected and put into effect shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto, except in those instances agreed to by the National Committee.

## **ARTICLE 59. ELIMINATION OF BONUS**

Any employee receiving a bonus or a higher rate of pay at the time of the signing of this Agreement that will be in excess of the increases negotiated shall not be reduced by the Employer as long as the employee continues to work in the same classification, nor shall the Employer be required to give the same amount of increase to that individual, and when the scales negotiated in this Agreement catch up with the premium being paid by such Employer, the scales negotiated shall prevail.

## **ARTICLE 60. MOONLIGHTING**

The Employer shall not employ in any capacity any person who is otherwise regularly employed, provided, however:

(a) This provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the agreement including fringe benefits. Such persons may be continued in employment.

(b) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under this Agreement.

(c) In the event of layoff employees who have regular outside employment shall be first laid off regardless of such employee's seniority standing unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employee having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he/she may have, unless qualified for recall under Item (b) above.

Any employee employed under the terms of this Agreement who works a total of forty (40) or more hours a week for one Employer covered by a local cartage or road agreement shall receive double time for all work in excess of forty (40) hours he/she works in work-week from the second Employer for whom such hours in excess of forty (40) hours is performed after the Employer is notified by the Local Union.

Employees hired prior to August 1964, or the effective date of the 1964 contract, having two (2) regular (even if part-time) jobs (acquired before August 1964) are protected insofar as their seniority under this Agreement with the following exceptions:

(1) If there is a layoff and employees working exclusively for a trucking company having seniority status would be laid off if the employee with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would



be laid off first unless the employee elected to give up the other outside job.

(2) If an employee with lesser seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the employee having exclusive employment under this Agreement would be subject to recall first.

(3) The only time the employee with two (2) regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional employees are needed, subject to paragraph (b) of this Article.

(4) This applies to regular or part-time employees with two (2) jobs.

(5) This shall not prohibit the Local Union and the Employer from working out mutual problems for the benefit of the parties concerned.

(6) The provisions of this Article shall not apply where a full-time employee with seniority in classification covered by this Agreement works on a second job on his/her off-days or off-nights outside of the trucking industry.

## **ARTICLE 61. TERM OF AGREEMENT**

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.

NEGOTIATING COMMITTEES FOR THE LOCAL UNIONS:

TEAMSTER NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

Ken Bryant, Chairman  
Frank Perkins, Co-Chairman  
Howard Boykin  
Gary Brown  
Johnny Gabriel  
John Gale  
Lendon Grisham  
Brent Taylor  
Larry Trotterchaud

FOR THE EMPLOYERS:

TRUCKING MANAGEMENT, INC. NATIONAL  
NEGOTIATING COMMITTEE

Lamar Beinhower, Chairman  
Herb Anthony  
Ron Cook  
Gary Kraus  
Keith Lilly  
Tom Lindner  
John McGrath  
Roger Morrison  
Dan Thomas

IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION:

LOCAL UNION No. \_\_\_\_\_, Affiliate of I. B. of T.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE EMPLOYER:

\_\_\_\_\_  
(Employer)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

By \_\_\_\_\_  
(Street)

Its \_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Date Signed)



# **Southern Region Area Over-the-Road Motor Freight Supplemental Agreement**

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



**For The Period April 1, 2008  
thru March 31, 2013**



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**SOUTHERN REGION AREA  
OVER-THE-ROAD MOTOR FREIGHT  
SUPPLEMENTAL AGREEMENT**

**Covering  
DRIVERS EMPLOYED  
BY PRIVATE, COMMON AND  
CONTRACT 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, AND TEXAS**

**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 Over-the-Road 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, 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**

### **Section 1.**

(a) The execution of this Supplemental Agreement, herein referred to as "Agreement", on the part of the Employer shall cover all over-the-road operations of the Employer in said described area.

(b) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle, operated for transportation purposes when used to defeat the purpose of this Agreement.

### **Section 2. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer, during the probationary period and is then worked again at any time during the next full twelve (12) months, at any of the Employer's locations within the jurisdiction of the Local Union covering the ter-

minal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

### **Section 3. Casual Employees**

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.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

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, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer

must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) the employee's name, address, telephone number and social security number, and,

(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

a) The transfer opportunity is a once in a lifetime opportunity;

b) The employee must notify the employer and local union, in writing, of their intent to transfer;

c) The transfer opportunity will be afforded when the company is in a hiring mode;

d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

#### **Section 4. Preferential Casuals**

When a casual is used by the Employer for seventy (70) tours of duty, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list, when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days, after the aforementioned seventy (70) tours and notification of the Local Union. The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) employer.

Casual employees on the preferential casual list shall be offered available extra work in the order in which they were placed on the

preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed eight (8) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company, in writing, thirty (30) days prior to implementation of a preferential casual list being established.

### **Section 5. Student Driver**

Employees on student trips shall be paid in accordance with the provisions of this Agreement.

In all cases hired or leased equipment shall be operated by an employee of the certified or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his/her services, as well as the ends to be accomplished. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

### **Section 6. City or Local Work**

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the Local City Pickup and Delivery Agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.



## **Section 7. Pickup and Delivery limitations**

General commodity operations shall be dock-to-dock, but one (1) pickup and delivery shall be permitted within the established city radius at both the origin and destination of the freight provided that the driver received the applicable hourly rate of pay for time lost due to delivery. Pickup or delivery of a trailer at an interline terminal, shall be allowed.

Excessive loading or unloading the freight (fingerprinting freight) by an over-the-road driver, will be resolved by no less than two (2) times the rate of pay for penalty and will be resolved by the two (2) Road Chairman (Union/Employer). It is further understood that the elimination of the T-Rule is NOT authorization by the Union for excessive use by the Employer.

## **Section 8. Pickup and Delivery**

Neither pickup at origin nor delivery at destination shall be permitted where a driver or drivers, or driver and helper would exceed the Interstate Commerce Commission and the Department of Transportation rules or on any run which cannot be completed within said rules, from point of origin to final destination, including such pickup and/or delivery.

## **Section 9. Addenda**

Addenda or Supplements to this Agreement providing for better wages, hours, and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto except in those instances agreed by the National Committee.

# **ARTICLE 41. ABSENCE**

## **Section 1. Time off For Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided

twenty-four (24) hours written notice is given to the Employer by the Union, specifying the length of time off.

The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

## **Section 2. Leave of Absence**

(a) Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Any employee using a leave of absence as a subterfuge shall lose seniority rights and job.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health, Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

(b) Employees who accept employment in a supervisory capacity will forfeit all seniority rights and be removed from the seniority list.

## **Sick/Personal Leave**

(c) Effective April 1, 1980, employees shall accumulate five (5) days sick/personal leave per year.

Sick/personal leave not used by March 31st, of any year will be paid on March 31st, 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 will 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.

## **Alcoholism and/or Drug Addiction**

(d) Refer to Article 35 of the National Master Freight Agreement.

## **Jury Duty**

(e) Effective April 1, 2003, all regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of fifteen (15) days pay for each contract year. When such employees report for jury service on a scheduled workday, they will not be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of employee contributions to Health and Welfare and Pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the supplemental agreements to a maximum of fifteen (15) days for each contract year.

## **ARTICLE 42. SENIORITY**

### **Section 1. Seniority Rights Shall Prevail**

Seniority shall be broken only by discharge, retirement, voluntary quit, absence from work for a ninety-six (96) hour period after proper notice from the employer, the ninety-six (96) hour notice excludes Sundays and all holidays, including non-contractual holidays when the United States Postal Service is officially closed, failure to answer recall, or more than a five (5) year layoff. The above time limits for the ninety-six (96) hour notice shall begin with the day following the postmark of proper notification.

The parties agree that the proper procedure to be followed when an employee refuses a work order is:

When an employee refuses a direct work order by a supervisor, not in violation of the law or this contract, he/she will be given a written warning for his/her refusal, stating that he/she has a ten (10) minute cooling off period, to reconsider his/her refusal, (such as calling a steward and/or Business Agent for counsel) and that continued failure to perform the work may result in his/her complete loss of seniority.

If the employee continues to refuse the work order, after the ten (10) minute cooling off period, he/she may be subject to complete loss of seniority and immediately taken out of service.

A written notification, as set forth above, will not be required for an employee who is away from a terminal facility or is at a dark facility; but verifiable (witnessed by a job steward when available or a bargaining unit employee and/or electronic recording) oral instructions will suffice.

All of the above is subject to the grievance procedure.

In the event of layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his/her last known home address. The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the

Employer within seven (7) days shall result in the loss of all seniority rights. The employee must report for work within two (2) weeks from the date of recall. Failure to report within two (2) weeks shall result in the loss of all seniority rights. The above time limits shall begin with the day following the postmark of the certified letter of recall.

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.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure set out in Articles 43 and 44 of this Agreement.

## **Section 2.**

(a) Terminal seniority as measured by length of service at such terminal, shall prevail except in those instances where a majority of the employees of an Employer in the Southern Region Area agree by vote to the contrary.

(b) Within sixty (60) days after the date of the signing of this Agreement, any request of any employees of an Employer for seniority, other than terminal seniority shall be made to the Local Union involved, and if such request is made during this period all Local Unions involved shall be notified and a vote shall be taken of all employees involved within one hundred twenty (120) days of the date of the signing of this Agreement and a majority vote shall be final and binding. After these time limits no further change from terminal seniority will be made during the life of this Agreement, except as otherwise provided for in this Agreement.

(c) Where there is presently in effect a type of seniority other than terminal or modified system, within sixty (60) days after the date of the signing of this Agreement any request of any employees of an

Employer for terminal or modified system shall be made to the Local Union involved, and if such request is made during this period all Local Unions involved shall be notified and a vote shall be taken of all employees involved within one hundred twenty (120) days after the date of the signing of this Agreement, and a majority vote shall be final and binding. After these time limitations no further change from present seniority will be made during the life of this Agreement, except as otherwise provided for in this Agreement.

### **Section 3. Reduction in Force**

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first (1st) and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

### **Section 4. Vacancies and New Runs**

(a) Vacancies, new runs, and new positions, are subject to seniority and shall be posted for bid, except as hereinafter provided. The employee with the highest seniority who bids shall receive such vacancy, new run, or new position. The posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid. Bids shall remain open, if requested by the Local Union or the Employer, for a period of fourteen (14) days, and runs shall be awarded within seven (7) days thereafter. Seniority shall not govern assignment of equipment.

When foreign power courtesy is utilized at a foreign terminal the trips will be counted to add either new employees or to return laid off drivers back to active status.

When a foreign driver is used for eighteen (18) days/trips during a period of twenty-one (21) days, then a driver will be returned from layoff back to active status. When a foreign driver is used at any other time it will be counted as Supplemental or replacements pursuant to Article 40. Subterfuge of this procedure constitutes a violation and is subject to the grievance procedure.

(b) The bulletining of regular runs shall include the days and approximate time of departure, destination, the routes, types of run

and number of days each week (approximate time of departure will not apply at agreed relay points). Drivers may, by majority vote elect not to have approximate departure times.

If there is no load for the bid driver at his/her approximate departure time, the driver will be called at least two (2) hours prior to his/her approximate departure time and either canceled or delayed, subject to call. Failure by the Employer to cancel or delay a bid driver two (2) hours prior, the employee will receive a two (2) hour penalty at the contractual rate.

If canceled, the driver, at the driver's option, may go to the extra board. The driver may not be forced on the extra board unless the extra board is exhausted. If delayed, he/she will be guaranteed his/her bid run during his/her bid day.

All runs shall be posted for bid at least once every six (6) months, which are April and October, and no later than the fifteenth (15th) of the aforementioned months, unless otherwise agreed to between the parties to this agreement as a result of a pending change of operations, etc. Minimum guarantee runs (those paid on hourly basis) shall not be posted for bid, but will be run off the extra board in accordance with their seniority as provided by this Agreement.

The number of regular runs to be posted for bid shall be determined by taking seventy-five percent (75%) of the number of runs operating between two (2) designated points, using the previous years time frames, or as otherwise agreed to.

Any vacancy occurring after the awarding of bids, shall be reposted within seven (7) days after creation of the vacancy.

(c) There shall be daily call times of one (1) hour each for all extra board drivers, beginning at 12:00 Midnight, and thereafter at 3:00 a.m., 6:00 a.m., 9:00 a.m., 12:00 noon, 3:00 p.m., 6:00 p.m. and 9:00 p.m. Extra board drivers with their rest up at the beginning of a call time will be offered, in seniority order, all known runs to depart prior to the next call time. Drivers must be available at their eligible call time and must accept a dispatch when called. Extra drivers at any terminal location may elect to waive the daily call

time by majority vote and select another type of dispatch subject to agreement by the Union and the Employer. The above times as described 12:00 noon to 3:00 p.m., 6:00 p.m. to 9:00 p.m. may not apply to all Employers. Certain employees may elect to have different scheduled times such as 1:00 p.m. to 3:00 p.m., 4:00 p.m. to 7:00 p.m., etc.

The Employer will make the sign-in and sign-out sheets available to the drivers for a minimum of fifteen (15) days, whether substitute service is used or not. Drivers are required to sign in and sign out properly and accurately with domicile and seniority number. This will be policed by the Employer and stewards Failure to do so will result in: Warning letter (first (1st) occurrence), Three (3) day suspension (second (2nd) occurrence), and discharge (third (3rd) occurrence), subject to Article 45.

(d) Extra employees at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from their home terminal, provided they travel the same routes. On lay-down runs, off route VIAs will also be returned in the same order as dispatched from their home terminal provided they clock in within one (1) hour of the straight through run and provided the driver notifies the dispatcher on arrival that he/she is within the one (1) hour. They may be dispatched ahead of regular employees, provided such dispatch does not result in the cancellation of regular runs back to the home terminal. An extra employee at a point away from the home terminal shall be entitled to the first extra trip to his/her home terminal.

### **At Point of First Destination**

When a regular over-the-road driver from another region arrives at his first Southern Region destination point where he/she goes on rest, he/she must then be dispatched direct or VIA back to his/her home terminal or to a point from which he/she can be dispatched direct or VIA to his/her home terminal.

If, as above mentioned, he/she is dispatched to another Southern Region point where he/she can reach his/her home terminal in one dispatch, then he/she must be dispatched direct or VIA to his/her



home terminal. The dispatch will NOT be over the terminals primary.

Any other dispatch would be a violation of the Local Union's board, and subject to the grievance procedure unless the board was exhausted.

If no load is available to extra employee's home terminal he/she may be dispatched to another point after all domiciled employees are dispatched.

If no load is available to extra employee's home terminal, driver may be dispatched to another point with empty equipment without regard to domiciled extra board employees in order to get him/her home on his/her next dispatch.

Drivers at the point of second destination may request to return home on their fourth (4th) dispatch. However, the driver must make such request in writing and punch the clock (where available) at the end of their second (2nd) dispatch.

Either a regular or extra employee may be dispatched on VIA dispatch without regard to extra employees at VIA terminals. Extra employees may be dispatched VIA his/her home terminal if that dispatch does not violate the above paragraph and does not cancel a regular employee at that terminal. The Employer and the Local Union may establish dispatch rules, these rules will be in writing and signed by both parties. These dispatch rules must be submitted for approval to the appropriate Grievance Committee within ninety (90) days from the date of the signing of this Agreement. Upon failure of either party to agree to establish dispatch rules the following shall apply: Extra employees upon arrival at home terminal may pick or choose his/her next destination and hold for same in his/her seniority order as long as there are drivers available to perform the work.

In the event the dispatch of an extra employee is changed, he/she shall be paid the applicable rate for the type of run he/she actually performed, subject to the eight (8) hour guarantee. Wreck of equipment or incapacity of employee, or if dispatch is not completed

because of a strike of a Teamsters Union, shall not be considered a broken dispatch.

An employee is not eligible for dispatch until his/her elapsed time in a terminal is equal to the minimum running time plus a statutory rest period. For example; An employee dispatched at 12:00 noon from his/her home terminal on a run that requires eight (8) hours running time will not be eligible for dispatch at the foreign terminal until sixteen (16) hours past the 12:00 noon original dispatch, or 4:00 a.m. the following morning. The bid and/or dispatch day shall be the calendar day, midnight to midnight, unless otherwise mutually agreed to by the Local Union and Employer involved. Should there be a dispute as to the mutual agreement of the bid and/or calendar day between the Employer and the Local Union that dispute shall be subject to the grievance procedure. Such agreement must be in writing and signed by both parties with a copy filed with the proper Grievance Committee as provided for in this Agreement. The Local Union and Employer shall arrive at an agreement on the minimum running time and shall file said agreement with the Grievance Committee.

(e) A regular employee at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from their home terminal provided they travel the same routes. On laydown runs, off route VIAs will also be returned in the same order as dispatched from their home terminal provided they clock in within one (1) hour of the straight through run and provided the driver notifies the dispatcher on arrival he/she is within the one (1) hour. A regular run may be canceled at the home terminal in order to get an extra employee back to his/her home terminal for a weekend or a holiday, or any time with empty equipment. If the dispatch of a regular employee is broken, he/she will be paid for miles driven and work performed provided he/she reaches his/her bid destination. If the change in dispatch results in the bid driver not reaching his/her bid destination, he/she will be paid miles to his/her bid destination.

(f) Road drivers may drop and hook at all terminals except those with hostlers on duty. The pay for the road driver will be actual time spent when only switching tractors. When changing trailers, the first trailer change will be paid at fifteen (15) minutes for the drop and

fifteen (15) minutes for the hook. All remaining trailer changes (drops and hooks) will be paid for actual time spent during the tour of duty.

Terminals will continue to pre-string loaded trailers when equipment is available. Converter gears will be placed in front of the rear trailer at security terminals where two (2) trailers have been closed and scheduled to run together. Empty trailers and single trailers will not have to be pre-strung unless the driver is taking rest at the same location. Drivers will be hooked and ready if equipment is available. The penalty for failure to pre-string will be four (4) hours at the hourly rate.

(g) All drivers will be subject to an eight (8) hour guarantee for miles driven and work performed. Any driver in motion arriving at a destination with available hours to continue working may be dispatched to another destination without regard to the drivers at that domicile. The extended dispatch will be paid actual miles driven and/or work performed. The eight (8) hour guarantee shall be paid on a bed-to-bed basis which will include all work performed and miles driven.

(h) An Act of God, or any other circumstance beyond the Company's control, shall not constitute a broken dispatch.

## **Section 5. Time Off**

The Employer shall provide in its dispatch rules and/or procedures suitable provisions relating to time off at the home terminal.

Any procedure or rule agreed to shall not be less than the following:

When an extra board driver has performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request. If the driver does not take the time off, the driver will be entitled to seventy-two (72) hours off after twelve (12) tours of duty on request.

If the driver does not take time off, the driver will be entitled to ninety-six (96) hours off after eighteen (18) tours of duty, on request. The driver may take the time off only after the sixth (6th)

or twelfth (12th) or eighteenth (18th) tour of duty. If a driver has performed less than six (6) tours and is dispatched and returns with more than six (6) tours, it will be considered six (6) tours for requesting time off.

EXAMPLE: A driver has five (5) tours and is dispatched. Upon return the driver has seven (7) tours. The driver will qualify for time off even though it is not six (6) or twelve (12) tours.

If a driver chooses not to take time off, the driver may run twenty four (24) tours or more and shall be entitled to thirty-six (36) or seventy-two (72) or ninety-six (96) hours off on request. If a driver has accumulated sufficient time off and more than ninety-six (96) hours is requested, that time off shall be subject to not more than fifteen percent (15%) of the active extra board drivers being off for any reason, excluding vacations and long term illnesses. The driver must run six (6) more tours of duty before being eligible for time off again.

A driver may accumulate up to thirty (30) calendar days off.

If a driver requests thirty-six (36) hours off and goes back on the board in less than thirty-six (36) hours, it shall be considered as thirty-six (36) hours off.

Beyond the thirty-six (36) hours, all time off shall be considered as twenty-four (24) hour periods.

An extra board employee shall not be compelled to report to work at home terminal until he/she has had ten (10) hours off-duty time.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement. If an extra board driver has been available for fourteen (14) days, but has not performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request.

Bid Drivers may drop their sixth (6<sup>th</sup>) trip on six (6) day turn around runs, or sixth (6<sup>th</sup>) trip on three (3) and three (3) laydown runs at the drivers option.

Extra-Board Drivers may slide one (1) call “periods” or “Blocks” upon arrival at the home terminal, provided the extra-board is not exhausted, unless otherwise agreed.

## **Section 6. Extra Contract Agreements**

(a) The Employer agrees not to enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### **Company Rules**

(b) The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of fourteen (14) days and the Local Union shall be furnished a copy of such rules prior to posting. If no protest in the form of a written grievance is filed by the Local Union during the fourteen (14) day period, the rules shall become effective. If a protest is filed, the rule or rules protested must be taken off the bulletin board and shall not become effective until approved by the Grievance Committee, however, such protest must be heard at the next scheduled Southern Grievance Meeting.

## **ARTICLE 43. GRIEVANCE COMMITTEES**

### **Section 1.**

The Employers and the Unions, parties to this Agreement, shall together create and maintain permanent State or Multiple State Committees covering the states covered by this Agreement. The State of Multiple State Grievance Committees shall remain as now established unless changed by mutual agreement between the parties to this Agreement. It shall be the function of these Committees to adjust the disputes which cannot be settled between the Employer and the Local Union. The State or Multiple State Grievance Committees shall consist of an equal number of members appointed

by Employers and Unions, but not less than two (2) from each group. Each group may appoint alternates to serve in the event of absence of permanent members. When a State or Multiple State Grievance Committee meeting is called, it shall be compulsory for each member of the Committee or the alternate to attend. Each State or Multiple State Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman serves written notice on the other requesting a meeting and the place of the meeting and the exact date of same shall be mutually agreed.

Each State or Multiple State Grievance Committee shall at its first (1st) meeting formulate rules of procedure to govern the conduct of its proceedings.

It is understood that any grievance of any employee working under this Agreement shall be processed by the appropriate State or Multiple State Grievance Committee.

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the State or Multiple State Grievance Committees for handling by the Chairman and Director of the Southern Region of Teamsters, that he/she deems appropriate, and after such reference shall be handled under the usual procedure of that State or Multiple State Grievance Committee.

## **Section 2. Area Committee**

The Employers and the Unions, parties to this Agreement, shall together create a permanent Southern Region Area Grievance Committee which shall consist of an equal number of representatives of the Employers and Unions from the Southern Region area. The Employers and the Unions each agree to notify the other in writing, giving the names of their respective Chairman within thirty (30) days after the signing of this Agreement. The respective Chairman shall jointly decide the number of members comprising the Grievance Committee and shall furnish the names of their members in writing to each other. Thereafter any changes in representatives on the Southern Region Area Grievance Committee will be by written notification to the other party's respective Chairman.

The Southern Region Area Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman has served written notice on the other, the exact date and place of meeting to be mutually agreeable. The Southern Region Area Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

### **Section 3. Function of the Committees**

It shall be the function of the various committees, above referred to, to settle disputes which cannot be settled between the Employers and the Local Union in accordance with the procedures established in Section 1, Article 44.

### **Section 4. Subcommittees**

All committees established under this Article may act through subcommittees duly appointed by such committees.

## **ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY**

### **Section 1.**

The Unions and the Employers agree that there shall be no strikes, lockouts, tie-ups, or legal proceedings without first using all possible means of settlement as provided for in this Agreement and in the National Agreement, if applicable, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedures shall then apply:

(a) Where a State or Multiple State Committee, by a majority vote, settles a dispute no appeal may be taken to the Southern Region Area Grievance Committee. Such decision will be final and binding on both parties.

(b) Where a State or Multiple State Committee is unable to agree or come to a decision in the case, by majority vote, such case shall automatically be put on the agenda of the next Southern Region Area Grievance Committee meeting, by the Secretary of the State or

Multiple State Grievance Committee, and must be decided by the Southern Region Area Grievance Committee at the next Southern Region Area Grievance committee meeting. The decision of the Southern Region Area Grievance Committee, by majority vote, shall be final and binding on both parties.

(c) Cases deadlocked at the Area Committee will be processed in accordance with Article 8 of the National Master Freight Agreement.

(d) Failure of any Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at, the grievance procedure at any stage, or failure to comply with any Committee decision withdraws the benefits of this Article.

(e) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(f) All monetary grievances that have been resolved either by decision or through a signed dated written settlement shall be paid within fourteen (14) calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment in writing.

## **Section 2.**

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of its contributions to the health and welfare or pension fund or funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in health and welfare or pension payments and/or failure to comply with Article 3, Section 3 of the National Agreement the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the



event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

### **Section 3. Referral of Interpretation**

It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by either the Union Committee's Secretary or the Employer Committee's Secretary to the Southern Region Area Grievance Committee at any time for final decision, and such Southern Region Area Grievance Committee shall be convened on seventy-two (72) hours notice to handle matters so referred.

### **Section 4. Examination of Records**

The Local Union, the State or Multiple State Committee or the Southern Region Area Grievance Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

### **Section 5. National Grievance Committee**

Grievances and questions of interpretation which are subject to handling under the provision of Article 8 of the National Agreement shall be referred to the National Grievance Committee in accordance with such Article 8.

### **Section 6. Committee Expense**

Any meeting room expense involved in such proceedings shall be shared equally between the parties to this Agreement.

## **ARTICLE 45. DISCHARGE OR SUSPENSION**

### **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 (1) 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 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, 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.

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, 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.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) regular working day period will start from the date of his/her return to the home terminal, provided the employee returns

home at the approximate time he/she would have arrived home if he/she had completed his/her tour of duty. If no decision has been rendered on the appeal within fifteen (15) days, the case shall then be taken up as provided in Article 44 of this Agreement.

Effective April 1, 2003, the Employer will not terminate any employee for any discrepancies on his/her application for employment, after a period of one (1) year from the employee's hire date.

## **Section 2. Discharge Away From the Home Terminal**

Any employee discharged away from his/her home terminal shall be provided the fastest available transportation to his/her home terminal at the Employer's expense.

## **Section 3. Absenteeism**

In all cases where an employee is unable to report to work at the regular starting time, for any reason, he/she shall immediately notify the supervisor on duty. Failing to so notify the supervisor on duty he/she shall not be reinstated upon his/her return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article employee may be disciplined or discharged.

## **ARTICLE 46. EXAMINATIONS AND IDENTIFICATION FEES**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

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.

Employees 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 reexamined at the Union's expense.

In the event of 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.

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

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.

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

## **ARTICLE 47. MEAL PERIOD**

Employees may take one (1) hour total for meals in each tour of duty. No employees shall take more than one (1) hour total during such tour of duty. No meal period shall be required on VIA dispatches at an intermediate terminal on a through run.

## **ARTICLE 48. LODGING**

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his/her home terminal. Comfortable, sanitary lodgings shall mean an air-conditioned room with not more than one bed in it and not more than one employee sleeping in the room at the same time, with janitor service, clean sheets, pillow cases, blankets, hot and cold running water, air-conditioning and/or proper heat, and easy access to clean, sanitary toilet facilities. Hotel rooms shall be equipped with blinds or draperies or be suitably darkened during daylight hours.

All accommodations shall be equipped with showers and/or bath, and air-conditioned. There shall be no bunk beds or double beds. In all other cases where the Employer does not provide drivers with a waiting facility which is adequate under the circumstances it shall be taken up as a grievance.

Road driver lodging shall be maintained on the basis of one (1) driver per room except in emergencies.

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid thirty-five dollars (\$35.00) for each rest period except where accommodation is unavailable at such figure and it is necessary for employee to pay in excess of thirty-five dollars (\$35.00), he/she shall receive reimbursement of actual cost of room. The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay at away from home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where employee is allowed to use company equipment for transportation. Where Employer specifies means of transportation waiting time beyond thirty (30) minutes shall be paid at

the applicable hourly rate, provided that this provision shall not apply where employee is allowed to use company equipment for transportation.

There will be no dormitories permitted.

Room rent of owner operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental minimum rate or above.

A Joint Union and Company "Hotel Inspection Committee" will be developed and remain intact during the life of this agreement for the purpose of inspecting Southern Region Area hotel accommodations and newly contracted accommodations prior to being utilized by the Employer. Hotel accommodations currently in use will be submitted to the Inspection Committee and inspected upon request. A comprehensive inspection report form incorporating current day standards and the standards outlined in Article 48 will be utilized. Any request for inspection will be immediately submitted to the Joint Chairmen, who will report their findings within fourteen (14) business days, unless otherwise extended by mutual agreement.

## **ARTICLE 49. 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 fourteen (14) days shall be held on an employee. Each employee shall be provided with statement of his/her gross earnings and of deductions made for a purpose. In the event a driver's paid for time is cut or changed in any way, they will be notified in writing immediately.

All regular employees who recognize a pay shortage in excess of eight (8) hours of pay at the current rate will receive a draft from the Employer by the end of the next business day.

If a holiday falls on a payday, employees shall be paid on the day before the holiday except in the case of personal holiday such as a birthday, etc.

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 50. PAID FOR TIME**

### **Section 1. General**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty. Such payment for employee's time when not driving shall be the hourly rate.

Excluding minimum runs, employees will be paid a minimum of five (5) minutes for each enroute instructed telephone calls. Any additional time requested by the employee will require documentation.

### **Guarantees/DOT Inspections**

Drivers will be paid for all time over fifteen (15) minutes as a result of overloads, certificate violations, and D.O.T. or any other regulated inspections, in the event a driver receives a citation through no fault of the employee, all time lost as a result will be paid. Road closures, road construction, serious accidents, and railroad crossing delays will also be paid for all time over thirty (30) minutes.

## **Section 2. Call-in Time**

Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and registers in. All employees put to work shall be guaranteed a minimum, of eight (8) hours pay at the current minimum hourly rate. If not put to work, employee shall be guaranteed six (6) hours pay at the rate specified in this Agreement, and not be required to do any work not covered by this Agreement.

## **Section 3. Layover**

Where an employee is required to layover from his/her home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run.

If an employee is held over after the fourteenth (14) hour, he/she shall be guaranteed two (2) hours pay, in any event, for layover time. (Mechanical breakdown and equipment failure is not to be included in the two (2) hour guarantee, but employee will be paid for actual time delayed only in such event.) If he/she is held over more than two (2) hours, he/she shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he/she is put to work at any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10) hour.

## **Meal Allowance**

Employees shall receive a meal allowance of fourteen dollars (\$14.00) immediately after the seventeenth (17th) hour of the first (1st) layover period, and immediately after the thirty-second (32nd) hour, and immediately after the fiftieth (50th) hour, and immediately after the sixty-eighth (68th) hour of layover.

When on a compensable layover on Sundays and holidays, there shall be a meal allowance of fourteen dollars (\$14.00); five (5) hours thereafter, another meal allowance of fourteen dollars



(\$14.00); and five (5) hours later a third (3rd) meal allowance of sixteen dollars (\$16.00). For clarification purposes, first meal fourteenth (14th); second meal nineteenth (19th); and third meal twenty-fourth (24th). When an employee starts compensable layover on Sunday or a holiday, they will be compensated under this formula for meals until they depart.

No more than three (3) meals will be allowed during any twenty four (24) hour period.

#### **Section 4. Breakdown, Impassable Highways**

On breakdown or impassable highways, employees on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof but not to exceed more than eight (8) hours out of each twenty four (24) hour period, except when an employee is required to remain with his/her equipment during such breakdown, or impassable highway, he/she shall be paid for all such delay time at the rate specified in this Agreement and such time required to be spent with the equipment shall not be included within the first eight (8) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition. Where an employee is held longer than an eight (8) hour period, he/she shall in addition be furnished clean, comfortable, sanitary lodging, plus meals. The pay for any delay time shall be used to make up the eight (8) hour guarantee.

The interpretation with regard to road drivers encountering enroute extreme weather emergencies (snowstorm, blizzard, etc.).

In the event of such an emergency, the following principle shall apply:

(1) Any employee who must remain with his unit shall receive pay for all time spent.

(2) Where an employee is housed in a motel/hotel or other suitable accommodations, the impassable highway provisions of the contract shall apply. It is agreed that under emergency conditions, the Employer may put more than one (1) driver to a room.

(a) Where the employee reaches a Red Cross or other emergency shelter, such as a fire house, gymnasium, private home, etc., with food available and a cot, mattress, or other reasonable sleeping accommodations, the eight (8) out of twenty-four (24) hour formula plus meals and lodging shall apply. Any dispute in this regard shall be subject to the grievance procedure.

(3) Where an employee reaches shelter out of the elements, with food available, but no reasonably comfortable sleeping accommodations, he shall receive up to a maximum of the first (1st) fifteen (15) out of every twenty-four (24) hours plus meals. Any dispute shall be subject to the grievance procedure.

With reference to meals in this situation, the employee is entitled to one (1) meal after the tenth (10th) hour of delay, one (1) additional meal on the fifteenth (15th) hour of delay, and one (1) additional meal on the twenty-fourth (24th) hour of delay. Meals shall not exceed three (3) in a twenty-four (24) hour period.

## **Section 5. Deadheading**

In all cases where an employee is instructed to ride or drive on Company or leased equipment he/she shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation. A driver will not be required to deadhead from a terminal point on company equipment that does not have DOT approved seats and belts. When a driver deadheads on an airplane, he/she will be paid actual time spent. If the driver is put to bed upon arrival, he/she will be paid an eight (8) hour guarantee.

## **Section 6. Bobtailing**

When a driver deadheads or drives a tractor without a trailer, he/she shall be paid at the three (3) axle rate.

## **Section 7. Protective Equipment**

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, acids shall be provided with rubber or leather aprons and gloves.

# ARTICLE 51. MILEAGE AND HOURLY RATES

## Section 1. Rates of Pay

(a) The mileage rates per mile shall be as follows:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
Single Axle Units	55.500	56.500	57.625	58.625	59.750
Tandem Axle Units	55.750	56.750	57.875	58.875	60.000
Tandem Axle 5-Units	55.875	56.875	58.000	59.000	60.125
Double Bottoms Not to Exceed 30' Trailers	56.900	57.900	59.025	60.025	61.150
Double Bottoms Over 30' Trailers or More Than 2 Trailers	58.765	59.765	60.890	61.890	63.015

The rates of pay include the cost of living as provided in the National Master Freight Agreement.

(b) Drivers dispatched with double bottom trailers (not including two forty foot trailers) shall receive double bottom rate only for the miles in which they actually pull the double bottoms.

(c) The hourly rates of pay for employees shall be as follows:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
	\$22.65	\$23.05	\$23.50	\$23.90	\$24.35

## New Entry Rates

Effective April 1, 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:

(a) Effective first (1st) day of employment—Eighty-five (85%) of the current rate.

(b) Effective first (1st) day of employment plus one year—Ninety (90%) of the current rate.

(c) Effective first (1st) day of employment plus two years—Ninety-five (95%) of the current rate.

(d) Effective first (1st) day of employment plus three years—One hundred (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 wage and cost-of-living adjustments payable under this Agreement.

Employees who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at (90%) of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter.

## **Section 2. Ammunition and Explosives**

(a) When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased one-half cent (1/2) per mile in the mileage rate and fifteen cents (.15) on the hourly rate. Such increases are to apply only on driving time.

(b) Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot, shrapnel, warheads, power and flake TNT that carry the term “fixed.” (The penalty shall not apply to small arms ammunition’ carrying the term “fixed.”)

## **Section 3. Logging and Correction of Mileage**

(a) Mileage shall be computed by an official logging committee based on the Company’s mileage from gate to gate. ALL former miles will be logged under the gate to gate formula by 7-1-86.

(b) Where an Employer has new routes caused by either highway construction, new roads or by permission of the I.C.C. or any other government agency, the mileage shall be logged by the logging committee on a gate to gate basis. Any increase/decrease in those

miles shall be retroactive to the actual date of the change in the routes.

## **ARTICLE 52. GUARANTEES**

### **Section 1.**

The prevailing local terminal agreement shall govern all wages and conditions on runs exclusively within a radius of 50 miles of the home terminal in the former Southwest. The twenty-five (25) mile radius will apply in the former Southeast, except where mutually agreed between the Employer and the Local Union to extend to fifty (50) miles.

### **Section 2.**

The definition of the term “radius” means that as defined in Webster’s Dictionary.

### **Section 3**

On turnaround runs of 200 miles or more round trip, the employee may be requested to take up to, but not to exceed, thirty (30) minutes off duty without compensation at the point farthest away from the home terminal. When the pay for miles driven would be higher than the guarantee, the mileage pay will prevail.

A driver at a meet and turn point at a non-terminal location may be required to take a lunch period not to exceed one (1) hour (slip seat operation). If no full meal service is available there will be no free hour.

### **Section 4.**

On all runs there shall be a minimum guarantee of eight (8) hours with pay at the hourly rate provided in Article 51. Where pay for miles only exceeds the hourly guarantee, the mileage pay will prevail. All time spent making pickups and/or deliveries at points en route and intermediate terminals shall be included in the eight (8) hour guarantee.

## **Section 5.**

Where a crew of five (5) or more is on duty, employees will not be required to assist in the loading and/or unloading of the freight on their own equipment at intermediate terminals en route when requested to do so by the Employer, provided, however, such request does not result in layoff or loss of employment to city employees.

## **Section 6.**

This Section will not apply when the work performed plus miles driven would exceed the fifteen (15) hour limitation in accordance with DOT regulations, which include a maximum of ten (10) hours driving time and five (5) hours work time, resulting in the loss of a trip or trips to the employee.

## **Section 7.**

Runs which operate on a terminal to terminal basis only, may be bid with start time.

Where an existing terminal has a regular road board with multiple road operations, which include road peddle operations, those drivers will remain on the road seniority list with their bidding seniority.

# **ARTICLE 53. SLEEPER OPERATION**

## **Section 1. Mileage Rates**

### **Sleeper Team Premiums**

The sleeper team premium will be a minimum of 2.0 cents per mile above the applicable single man rates in each Supplement.

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
(a) Two Man Rate Single Trailer	57.500	58.500	59.625	60.625	61.750
Single Man Single Trailer	28.750	29.250	29.8125	30.3125	30.875
(b) Two Man Double Trailer	58.900	59.900	61.025	62.025	63.150
Single Man, Double Trailer	29.450	29.950	30.5125	31.0125	31.575
(c) Two Man Rate Double Trailers Exceeding Two 30' Trailers or More Than 2 Trailers	60.765	61.765	62.890	63.890	65.015
Single Man Rate Double Trailers Exceeding Two 30' Trailers or More Than 2 Trailers	30.3825	30.8825	31.445	31.945	32.5075

## Section 2. Hourly Rates

The rate of pay for pickup and delivery or delay time shall be as follows:

04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
\$22.65	\$23.05	\$23.50	\$23.90	\$24.35

Pickup and delivery shall be paid for at the full hourly rate for each man. Both drivers on two-man operation shall receive the same rate of pay when delayed on pickup and delivery. Full allowance for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified elsewhere in this Agreement shall apply for both drivers.

## New Entry Rates

Effective April 1, 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:

(a) Effective first (1st) day employment—eighty-five percent (85%) of the current rate of pay.

(b) Effective first (1st) day of employment plus one (1) year—ninety percent (90%) of the current rate of pay.

(c) Effective first (1st) day of employment plus two (2) years—ninety-five percent (95%) of the current rate of pay.

(d) Effective first (1st) day of employment plus three (3) years—one hundred percent (100%) of the current rate of pay.

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 wage and cost-of-living adjustments payable under this Agreement.

Drivers will be paid fifteen (15) minutes for each one thousand (1,000) miles for fueling stops. Equipment will be fueled prior to departure.

### **Section 3. Dispatch Method**

Sleeper teams will not be paid less than 650 miles from A to B. (Set Outs) and a (Via) may be used to accomplish 650 miles or more. The 650 mile minimum will not apply to the second (B & C) or third (C & A) dispatch. However, the entire trip must equal 1300 paid miles or more. In the event the entire trip is less than 1300 paid miles each driver will be paid 1300 miles for the trip. (All current established sleeper runs that do not meet the above criteria are red circled.)

### **Section 4.**

Sleeper cab operations shall be between the designated home terminal and a designated area and/or a destination terminal, unless otherwise agreed. The A, B, C, dispatch principle shall apply. An



Employer shall not operate sleeper team operations over the same route that it has established Relay operations except to move an unusual or overflow freight or as provided by an approved Change of Operations. Once established by a Change of Operations, there shall be no additional effect on the remaining single man relays the teams run over. If additional or new team operations are needed, the Company must file a Change of Operations.

## **Section 5. Layover/Time Off / Broken Dispatch & Via**

Where sleeper cab employee is required to layover away from employee's home terminal, layover pay shall commence following the tenth (10th) hour after the end of the run. If employee is held over the tenth (10th) hour, employee shall be guaranteed two (2) hours pay, in any event, for layover time. Mechanical breakdown and equipment failure is not to be included in the two (2) hour guarantee, but employee will be paid for actual time delayed only in such event. If employee is held over more than two (2) hours, employee shall receive layover pay for each hour held over up to eight (8) hours in the first eighteen (18) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if employee is put to work at any time within the eighteen (18) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10) hour.

When a team arrives at the layover point (rest), the company shall have one-half (1/2) hour free time to turn the team, provided shower facilities are furnished.

Drivers will be advised within thirty (30) minutes of clocking in whether they will turn or go to bed. If drivers are advised they are turning, the Company will have one-half (1/2) free hour at the laypoint, in which to dispatch the drivers, provided there are safe, sanitary shower facilities, equipped with hot and cold water for showering. If no shower facilities are furnished drivers shall be paid for all time spent at the applicable hourly rate. Failure to notify the team within the above thirty (30) minutes of clocking-in will result in the team being paid for all time spent at the applicable hourly rate after thirty (30) minutes.

If the team is relieved of duty on arrival and signs for eight (8) hours off and then is recalled within four (4) hours, they shall be compensated for all time spent.

It shall not be a violation of this agreement and shall not be cause for discharge or disciplinary action if any team refuses to allow their third dispatch to be broken. However, when a team agrees to a broken third dispatch they shall be paid for miles driven and work performed. Additionally, there will be a three (3) hour penalty for both drivers for each dispatch past the third, provided the team properly requested to be dispatched home on third prior to receiving their second dispatch.

The layover provisions of this Agreement shall apply at only one away-from-home terminal and all time spent at all other points reached on the round trip from the home terminal, exclusive of meal time, is to be paid at the full hourly rate to each driver. The layover point shall be the destination of the A-B dispatch and shall be designated on the driver's original orders prior to the dispatch from point of origin and shall remain the same whether or not the drivers reach that point. Likewise the destination and any via point on each dispatch shall be designated on the drivers orders prior to the dispatch from A, B or C.

If the dispatch of a sleeper team is broken between A and B (1st dispatch) the drivers will be paid no less than their original dispatch, if the broken dispatch results in more miles the drivers shall be paid their actual miles driven and work performed. There will be no free time at any point reached.

There shall be only one via allowed per dispatch, i.e., one via point between A & B, one via point between B & C and one via point between C & A. Enroute set outs (drops and hooks/marshalling yards) do not constitute a via dispatch and are limited to one (1) per dispatch. There will be no double-back/backwards via's or set outs unless otherwise agreed or approved by Change of Operations.

The Employer shall provide in his dispatch rules and/or procedure suitable provisions relating to time off at the home terminal.

Any procedure or rule agreed to shall not be less than the following: Time off provisions for sleeper drivers other than bid scheduled sleeper teams are the same as that found in Article 42, Section 5.

## **Section 6. Bedding and Equipment**

Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer in a clean and sanitary condition. Pillows are not included in bedding. Upon the expiration of current linen contracts, bedding and fresh linens for sleeper cabs to be furnished and maintained by the Sleeper Drivers. The Employer will pay each driver of Sleeper Equipment seven dollars (\$7.00) for each sleeper trip. Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.

All Sleeper Cab Equipment must be provided with air-conditioning and heating appliances in accordance with Article 16, Section 6 of this Agreement. In the event of mechanical failure of such air conditioning and heating appliances repairs shall be made at the first point of repair enroute where qualified, certified service and parts are available. Drivers shall be paid for all time waiting for repairs to be made to heating appliances. In the event an air-conditioning appliance becomes inoperable, the time necessary to complete the repairs cannot cause an unreasonable delay in the movement of freight and therefore will be limited to four (4) hours, for which drivers will be paid. In the event parts and/or qualified, certified service are not available, necessary repairs shall be completed prior to the equipment being dispatched from the next scheduled point of dispatch.

## **Section 7. Bidding**

All regular sleeper runs shall be posted for bid once each six (6) months unless otherwise agreed. The number of regular runs or teams in designated areas shall be determined by taking fifty percent (50%) of the average number of runs operated by sleeper between two (2) or more designated points for a period of six (6) months, pursuant to Section 4, paragraph 1. Disputes over bids will be referred to the Sleeper Dispute Resolution Committee.

Once teams are so established, drivers shall be allowed by mutual agreement to trade positions within ten (10) days following close of a bid. Driver-teams are not to be otherwise separated for a period of the bid except in cases of emergency or reduction in the force unless otherwise agreed to.

Regular bid sleeper teams shall be dispatched on a rotating basis unless otherwise mutually agreed. Extra board teams at the home terminal shall be dispatched on a rotating first-in-first-out basis.

Sleeper teams may have ten (10) hours off at their home terminal upon request at the time of arrival. This means that the team is not subject to call prior to the requested ten (10) hours off unless otherwise agreed to. Upon the expiration of the ten (10) hour period the team assumes its proper position on the board, unless mutually agreed.

## **Section 8. Call Times**

The Employer will establish four (4) daily call times for bid sleeper teams, unless otherwise agreed. "Call Time" for non-scheduled teams may be the same as single man call times, unless mutually agreed to by the Employer and the Union. All eligible drivers, bid and extra, must be available during "Call Time" and accept a dispatch when called.

There shall be a paired board that will operate as a part of the extra board and all extra board rules shall apply to the paired board.

Extra drivers signing in after the beginning of a "Call Time" or who become available after the beginning of a "Call Time" shall not be eligible for call during that "Call Time". Sleeper team drivers shall be given their choice of runs at "Call Time" on a first-in-first-out basis on any known run not selected by a bid team or a vacant seat that may depart within four (4) hours and forty-five (45) minutes from the beginning of a "Call Time". The above, may be changed by mutual agreement between the Employer and the Local Union.

When a team picks a load that fails to make or arrive for any reason, the team may be delayed and/or cancelled and placed back on the

board in their proper position. There shall be no penalty to the Employer provided the Employer calls at least two (2) hours prior to the team's schedule departure time.

## **Section 9. Foreign Power Dispatch Method**

Foreign Domiciled Sleeper teams shall be dispatched out of the away-from-home terminal back to their home terminal in order of their dispatch out of their home terminal provided the team arrives within its scheduled arrival time. Foreign Sleeper teams put to bed, shall be placed on a common rotating wheel at the time they arrive at a foreign domicile and shall be dispatched out on a first-in/first-out basis; provided however, a team may be dispatched out of rotation when receiving a direct dispatch back to their home domicile. Such direct dispatch may include enroute drop and picks. When more than one (1) team from a common home domicile is on the foreign wheel, the first team in shall be the team dispatched out of rotation.

It shall not be a violation or the basis of a runaround claim when a sleeper team is dispatched on a VIA or drop and pick through a foreign domicile where other sleeper teams are domiciled when continuing in motion over their designated sleeper lane, or being dispatched to their home domicile.

## **Section 10.**

All teams shall be dispatched to home terminal out of the foreign terminal ahead of home domiciled employees except as established by approved Change of Operations.

## **Section 11.**

When Sleeper teams are relieved of duty while enroute due to breakdown or impassable highway, drivers will be put to bed at the expense of employer in a hotel or motel with accommodations not less than those standard found elsewhere in this Agreement.

## **Section 12.**

In the event a driver is injured or becomes ill while on a run from driver's home terminal and forced to get off the truck for medical

attention and the Doctor directs that driver be relieved from duty, the Employer shall arrange and pay for transportation by plane to driver's home domicile.

In the event of death, by any reason while on a run from driver's home domicile, the company shall bear the cost of transporting the body to home domicile.

### **Section 13. Dispatch Rules**

The Employer and the Local Union may establish dispatch rules. The dispatch rules must be submitted to the appropriate Grievance Committee within ninety (90) days from the date of the signing of this Agreement. Failure of either party to agree to establish dispatch rules the Contract shall apply.

### **Section 14. New Sleeper Equipment**

When ordering new sleeper cab equipment, the Employer shall give consideration to the size of the sleeper berth and shall notify the Unions affected as to the size of the sleeper berth. Any dispute concerning the size of the sleeper berth shall be subject to the grievance procedure.

### **Section 15.**

In all instances where a team is required to exchange tractors for the convenience of the Company, a team shall be allowed fifteen (15) minutes at the applicable hourly rate for each driver to exchange bedding and personal gear. This shall not apply at lay down points where exchanging tractors is required due to mechanical breakdown.

Run-around pay shall be computed by the loss of earnings by the hour and by the mile from the time team (A) clocks out ahead of team (B). Team (B) will be paid all delay time team (A) receives plus pay for all miles team (A) drives until team (B) clocks out. Team (B) is the team that is run around. Miles to be computed by the current run-around formula.

Dispatch around at foreign terminals shall be paid at the applicable hourly rate from the time team (A) clocks out until team (B) clocks

out. Team (B) is the team that was run-around. Dispatch around occurs when team (B) is in bed at a foreign terminal and team (A) is dispatched over team (B), except as described in Section 9 of this Article.

## **Section 16. Vacation**

Each over-the-road driver of sleeper cab equipment shall receive vacation pay at the period mentioned in the vacation provisions of this Agreement as follows: Vacation pay shall be computed by dividing the employee's earnings of the last calendar year by fifty two (52), to determine one (1) week's earnings and then multiplying by the number of weeks of earned vacation.

There shall be no exception to the above, unless an employee is out of work because of his/her proven illness or injury, resulting in an inability to work for a cumulative period of four (4) weeks or more as evidenced by a doctor's certificate, filed with the Employer when returning to work, if required by the Employer.

Any period of illness or injury, less than one (1) week (seven (7) days) duration shall not be used to make up four (4) weeks. When such conditions occur then the actual annual earnings for the calendar year involved shall be divided by fifty-two (52), less the number of weeks of proven illness or injury as outlined above.

## **Section 17. National Sleeper Committee**

The parties shall establish a National Sleeper Committee, composed of four (4) Union representatives, appointed by the Union Chairman of the National Grievance Committee and four (4) Employer representatives, appointed by the Employer Chairman of the National Grievance Committee. The National Sleeper Committee shall establish rules of procedure to govern the manner in which proposed sleeper operations are to be heard, procedures for resolving sleeper issues and procedures for establishing pre-hearing guidelines. Any grievance concerning the application or interpretation of Article 8, Section 8, or concerning any issues that may arise from an approved sleeper operations, provided for in this Section, shall be first (1st) referred to the National Sleeper Grievance Committee. If the National Sleeper Committee is unable to reach a decision on an

interpretation or grievance, the issue will be referred to the National Grievance Committee.

### **Section 18.**

Cross-reference to supplemental agreements, except as otherwise specifically provided herein, the provisions of the respective supplemental agreements shall have application to sleeper team drivers.

## **ARTICLE 54. OWNER/OPERATORS**

EFFECTIVE AUGUST 1, 1991

Delete from road agreement and refer to Article 22 of the NMFA.

## **ARTICLE 55. VACATIONS**

### **Section 1.**

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days or one (1) week where they have been employed one (1) year, and twelve (12) consecutive working days or two (2) weeks where they have been employed two (2) years or more. Employees shall receive a vacation with pay of eighteen (18) consecutive working days or three (3) weeks where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days or four (4) weeks where they have been employed fifteen (15) years or more.

A vacation of five (5) weeks shall be granted with pay to all employees where they have been employed twenty (20) years or more.

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of vacation or shall take only three (3) weeks and receive



compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) or sixth (6th) week of vacation if any qualified employee is on layoff.

An employee who chooses to work during the fourth (4th), fifth (5th) and sixth (6th) week of vacation shall be dispatched from the bottom of the extra board only.

Where each six (6) working days is mentioned above it refers to relay drivers. Where each week is mentioned it refers to sleeper drivers.

Compensation for the fourth (4th), fifth (5th) and/or sixth (6th) week for relay drivers shall be computed on the basis of one fifty second (1/52nd) of the employees earnings for the twelve (12) month period preceding the vacation period. Employees shall be given their vacation, upon notice of one (1) week to the Employer.

Employees may take their vacation in increments of one (1) week at a time.

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

## **Incremental Vacations**

1. It is agreed that a road driver may split one (1) week of his/her earned vacation (six (6) days total).

2. It is further agreed that a road driver with three (3) or more weeks of vacation may split two (2) weeks of his/her earned vacation. However, vacation cannot be split causing an employee to miss extra work. Example: a lay down bid driver must take incremental

vacations in two (2) day, four (4) day, six (6) day segments, etc. Extra board or turn around bid may take daily vacation or any other combination.

3. A minimum of forty-eight (48) hours notice will be required prior to taking segmental vacation, unless mutually agreed otherwise.

4. The Employer will verify the request prior to the segment being taken.

5. The number of drivers taking off will be subject to the fifteen percent (15%) provision above.

6. Seniority will control when more requests are made than can be permitted to be off, and one (1) week increments will take priority over segments.

7. During the forty-eight (48) hours prior to the vacation segment, no bumping will be permitted.

8. There shall be no runaround claims for missed vacation, due to this agreed split.

9. The Company may pay the entire week vacation when the first (1st) segment is taken, unless the employee requests in writing, to be paid on his regular payday for the segment taken.

## **Section 2.**

It is understood that during the first (1st) year of employment the employee must work sixty percent (60%) of the total working days in order to obtain his/her vacation and must have been employed for the full year. During the second and subsequent year, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation will be earned in any twelve (12) month period.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

### **Section 3.**

The full week of pay shall be computed by dividing the compensation received by the employee during the twelve (12) month period by the number of days worked in said period and then multiplying the result by six (6).

The workday and not the calendar day shall be the basis for computing the number of days worked under this Section.

Time lost due to sickness or injury shall be considered days worked but shall not be included in computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the work days during the year.

### **Section 4.**

When an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

## **ARTICLE 56. HOLIDAYS**

The following holidays shall be paid for at the rate of eight (8) hours' pay for the holiday in addition to any monies an employee may earn on such holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, the employee's birthday, employee's anniversary date, Christmas Eve Day, Christmas Day, and VE and VJ Days if either be declared a national holiday by the US Government. New Orleans shall retain Mardi Gras as a holiday instead of Memorial Day listed above. The employee's anniversary date shall apply in Oklahoma. Employees in Oklahoma shall receive a personal holiday.

In order to qualify for holiday pay, it is provided that the regular

extra employee must work the regular workday immediately preceding or following the holiday, if said employee is requested to do so and has not exhausted his/her hours of work, or unless he/she is unable to work on account of proven illness, or unless absence mutually agreed.

If a holiday falls within the vacation period of a regular employee he/she shall receive pay for such holiday in addition to his/her vacation pay.

Regular employees shall be paid holiday pay for any holiday that occurs within thirty (30) days after they are laid off, such holiday pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement.

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay, except for the following: In the event a road driver should have two (2) holidays fall on the same day, he/she will be compensated for two (2) worked holidays and a maximum of twenty-four (24) straight time hours of holiday pay.

## **ARTICLE 57. 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.

Contributions will be made to the Central States, Southeast and Southwest Area Health and Welfare Fund, or other applicable fund, for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week, the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll thirty (30) days or more.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required full weekly contribution for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence,

The Employer shall pay the full weekly health and welfare contribution for any active employee, on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifi-

cations of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 58. 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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement



to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **ARTICLE 59. STEEL HAUL ONLY**

### **Section 1. Description of Commodities**

The description of iron and steel items is as follows:

Angles

Bands

Bars

Beams

Billets

Blanks

(stamping or shapes unfinished in bundles or lifts)

Channels

Coils

Pilings

Plates

Rods

Sheets

Skelps

Slabs

Strip

Tubing

Coiled rods

Wire in bundles

Rolling mill rolls and individual castings weighing more than 250 pounds.

### **Section 2. Pickup and Delivery**

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within the Interstate Commerce Commission regulations, provided, however, no driver shall be compelled to make delivery at final destination, who has worked and/or driven ten (10) hours.

There shall be no pickup or delivery of a solid load in the area under the jurisdiction of I.B.T. Locals 710, 705, 721, 782, 801 and inde-

pendent Local 705, in the Chicago area, other than those that may be permitted under the terms of such Locals' Agreements.

### **Section 3. Rates of Pay**

The minimum rates of pay for equipment owned and driven by the owner/driver shall be as follows:

- (a) Single axle tractor only 39.6¢
- (b) Tandem axle, tractor only 42.8¢
- (c) Medium tractor and single axle semi-trailer 45.3¢
- (d) Medium tractor and tandem trailer 45.3¢
- (e) Medium truck and 4 wheel trailer 45.3¢
- (f) Large tractor, single axle semi-trailer and 4 wheel trailer 47.8¢
- (g) Large tractor, tandem axle semi-trailer and 4 wheel trailer 48.8¢
- (h) The above rates for deadheading will apply.

NOTE: A medium tractor or medium truck is defined as a tractor or truck which has a motor of 300 to 400 cubic inches. A large tractor is defined as a tractor which has a motor of 400 to 500 cubic inches.

There shall be no reductions where the present basis of payment is higher than the minimums established herein for this type of operation. Where owner/operator is paid on a percentage or tonnage basis and the operating company reduces its tariff, the percentage or tonnage basis of payment shall be automatically adjusted so that the owner/operator suffers no reduction in equipment rental or wages, or both.

### **Section 4. Minimum Rental Rates**

It is understood and agreed that the above mileage rates are minimum rates of pay for rental of equipment. In the event that companies pay on a percentage or tonnage basis in order to test as to

whether or not the above minimum mileage rates are being paid, such tests shall be for a period of two (2) weeks or semimonthly.

## **ARTICLE 60. PERISHABLE COMMODITIES ONLY**

### **Section 1 Description of Commodities**

The description of the perishable commodities is as follows:

Fresh meat

Poultry, eggs and butter (fresh or frozen)

Fluid milk

Frozen foods

Fresh fruits and vegetables

Fresh dairy products

### **Section 2. Pickup and Delivery**

One (1) pickup and one (1) delivery of a solid load may be made by the road driver in the event same can be performed within the Interstate Commerce Commission regulations; provided, however, no driver shall be compelled to make a delivery at final destination who has worked and/or driven more than ten (10) hours. The employee shall not be required to physically load or unload full load where Employer maintains terminal in terminal city.

Where local conditions do not now permit any such pickup and/or delivery, such conditions shall continue. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of the I.B.T. Locals 710, 705, 721, 782, 801 and Independent Local 705, in the Chicago area, other than those that may be permitted under the terms of such Locals' agreements.

## **ARTICLE 61. FUNERAL LEAVE**

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:

(1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.

(2) Pay for compensable funeral leave shall be for eight (8) hours at the straight-time hourly rate.

(3) Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.

(4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step," providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated

If the funeral is beyond three hundred fifty (350) miles of the home domicile the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

## ARTICLE 62. MOONLIGHTING

The Employer shall not employ in any capacity any person who is otherwise regularly employed, provided, however: (a) This Provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the agreement including fringe benefits. Such persons may be continued in employment.

(b) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under this Agreement.

(c) In the event of layoff, employees who have regular outside employment shall be first laid off regardless of such employee's seniority standing unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employee having the latest date of hire. Any employee so laid off shall, as a condition of recall, terminate other regular employment which he/she may have, unless qualified for recall under Item (b) above.

Any employee employed under the terms of this Agreement who works a total of forty (40) or more hours a week for one Employer covered by a local cartage or road agreement shall receive double time for all work in excess of forty (40) hours he/she works in work-week from the second Employer for whom such hours in excess of forty (40) hours is performed after the Employer is notified by the Local Union.

Employees hired prior to August 1964, or the effective date of the 1964 contract, having two (2) regular (even if part-time) jobs (acquired before August 1964) are protected insofar as their seniority under this Agreement with the following exceptions:

(1) If there is a layoff and employees working exclusively for a trucking company having seniority status would be laid off if the

employee with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would be laid off first unless the employee elected to give up the other outside job.

(2) If an employee with lesser seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the employee having exclusive employment under this Agreement would be subject to recall first.

(3) The only time the employee with two (2) regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional employees are needed, subject to paragraph (b) of this Article.

(4) This applies to regular or part-time employees with two (2) jobs.

(5) This shall not prohibit the Local Union and the Employer from working out mutual problems for the benefit of the parties concerned.

(6) The provisions of this Article shall not apply where a full-time employee with seniority in classification covered by this Agreement works on a second job on his/her off days or off nights outside of the trucking industry.

## **ARTICLE 63. TERM OF AGREEMENT**

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Agreement between the parties hereto.

## **NEGOTIATING COMMITTEES**

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

Ken Bryant, Chairman  
John Gale, Co-Chairman  
Howard Boykin  
Gary Brown  
Johnny Gabriel  
Lendon Grisham  
Frank Perkins  
Brent Taylor  
Larry Trotterchaud

FOR THE EMPLOYERS:

TRUCKING MANAGEMENT, INC.  
NATIONAL NEGOTIATING COMMITTEE

Lamar Beinhower, Chairman  
Herb Anthony  
Ron Cook  
Gary Kraus  
Keith Lilly  
Tom Lindner  
John McGrath  
Roger Morrison  
Dan Thomas



IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION:

LOCAL UNION No. \_\_\_\_\_, Affiliate of I. B. of T.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE EMPLOYER:

\_\_\_\_\_  
(Employer)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

By \_\_\_\_\_  
(Street)

Its \_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Date Signed)



# **Southern Region Area Local Freight Forwarding Garage Supplemental Agreement**

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



**For The Period April 1, 2008  
thru March 31, 2013**



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**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 Mechanical and Service Department 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 Garage Supplement Agreement 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, 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.

The Employers 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**

### **Section 1. Scope of Agreement**

(a) The execution of this Agreement on the part of the Employer shall cover all the Mechanical and Service operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the mechanical and service employees, this Agreement shall automatically become effective.

### **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean any Lead Mechanic, Mechanic, Mechanic Helper, Parts Man and Service Man, etc., or any other classification of work when used to defeat the purpose of this Agreement.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation.

## **ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES**

### **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

### **Section 2. Casual Employees**

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift

he/she is supplementing or replacing. Casuals shall not work overtime on the shift unless all regular employees working the shift they are supplementing or replacing have been offered overtime, regardless of the work being performed. The only exceptions to this would be if the casual has worked past their sixth hour, he/she may complete his/her eight hours or unless there are no regulars on the same shift in the same area of the city.

Each casual employee shall be guaranteed four (4) hours pay when called to work. If, however, the employee works more than six (6) hours, the employee shall be guaranteed eight (8) hours pay and may complete eight (8) hours of work. The employee may be called to work more than one (1) time each day, such as morning and evening, if used to supplement regular crews.

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. 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.

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 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.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplementary casuals may be used to supplement regular crews and for each six (6) man-hours worked per day during any thirty (30) days of such two (2) calendar month period the Employer will add a regular employee. The Employer shall have the right of selection of the employees to be added to the seniority list.

Casual employees shall not accrue seniority. The selected casual employee seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

A casual employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable rate of pay.

Casual hours worked in parallel shall not be considered as man hours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, telephone number and social security number;
- (b) The dates worked;
- (c) The classification of work performed each day and the hours worked; and

(d) The name, if applicable, of the employee replaced. This list shall be compiled on a daily basis, and shall be available for inspection by a Union representative and/or shop steward.

### **Section 3. Preferential Casuals**

When a casual is used by the Employer for seventy (70) shifts of six hours or more, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days after the aforementioned seventy (70) shifts and notification of the Local Union.

The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future, regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications, or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) Employer.

Casual employees on the preferential casual list shall be offered available, extra work in the order in which they were placed on the preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed six (6) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company in writing, thirty (30) days prior to implementation of a preferential casual list.

#### **Section 4.**

The Employer agrees not to establish qualifications for employment for the purpose of evading the terms of this Agreement or discriminating against Union members. Violation of this provision shall be subject to the grievance procedure.

#### **Section 5.**

Subterfuge or abuse of this Article is subject to the grievance procedure.

## **ARTICLE 42. SENIORITY**

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

Seniority shall be broken only by discharge, retirement, voluntary quit, absence from work for a ninety-six (96) hour period after proper notice from the employer, the ninety-six (96) hour notice excludes Sundays and all holidays, including non-contractual holidays when the United States Postal Service is officially closed, failure to answer recall, or more than a five (5) year layoff. The above time limits for the ninety-six (96) hour notice shall begin with the day following the postmark of proper notification.

The parties agree that the proper procedure to be followed when an employee refuses a work order is:

When an employee refuses a direct work order by a supervisor, not in violation of the law or this contract, he/she will be given a written warning for his/her refusal, stating that he/she has a ten (10) minute cooling off period to reconsider his/her refusal (such as calling a job steward and/or Business Agent for counsel) and that continued failure to perform the work may result in his/her complete loss of seniority.

If the employee continues to refuse the work order after the ten (10) minute cooling off period, he/she may be subject to complete loss of seniority and immediately taken out of service.

A written notification as set forth above, will not be required for an employee who is away from a terminal facility or is at a dark facility; but verifiable (witnessed by a job steward, when available or a bargaining unit employee and/or electronic recording) oral instructions will suffice.

All of the above is subject to the grievance procedure.

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his/her last known home address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement. Employees shall give the Employer one (1) week notice of intent to return to work. The above time limits shall begin with the day following the postmark of the certified letter of recall.

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. When an employee is added to the regular seniority list, there will be a clock punch in his/her personnel file.

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.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the Grievance Procedure set out in Articles 44 and 45 of this Agreement.

The Employer will maintain a list of overtime hours worked at each terminal and make the list available to the job steward and/or Local Union upon request. All employees (regular and casual) performing work in terminals of twenty (20) employees or less would afford the employer two (2) hours per employee of exempt overtime. All employees (regular and casual) performing work in terminals of more than twenty (20) employees would afford the employer one (1) hour per employee of exempt overtime. The overtime hours worked by all employees will be totaled daily, the exempt hours will be subtracted, and all remaining overtime hours will be considered excessive overtime. For every eight (8) excessive overtime hours worked, one (1) additional day will be counted towards returning a laid off employee back to regular status under Article 42, Section 2. There will be no pyramiding of actual days worked by laid-off employees and additional days added under the excessive overtime hours.

Subterfuge of this Article will be subject to the Grievance Machinery and any violation will be counted towards returning a laid off employee to active status.

## **Section 2. Reduction in Force**

(a) Terminal seniority, as measured by length of service at such terminal, shall prevail, except as otherwise provided in this Agreement.

(b) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

## **Layoff and Recall**

(c) If the Employer elects to lay off an employee due to the necessity of reducing the work force, the Employer shall notify the employee prior to the end of the employee's workweek by hand delivery and/or certified mail with a copy of the layoff letter being sent to the Local Union by regular mail or delivery. In lieu of proper layoff, an employee will be paid a maximum of two (2) days' pay.

In no event shall the layoff notice reduce the employee's weekly guarantee for that workweek. No notice shall be required if the layoff is caused by the unauthorized work stoppage or strike of any IBT Union.

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.

All days worked in the week of layoff will be at the straight-time hourly rate of pay.

A junior employee may complete his/her workweek when it extends beyond a senior employee's workweek.

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked in any five (5) out of seven (7) days, or, ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

In the event of layoff, an employee so laid off shall be given two (2)

weeks' notice of recall by certified mail to his/her last known home address.

The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the Employer within seven (7) days of his/her intent to return to work shall result in the loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report within fourteen (14) days shall result in the loss of all seniority rights. The above time limits shall begin with the day following the postmark of the certified letter of recall.

### **Section 3.**

(a) In all cases where physical fitness or ability to perform the required work is equal, seniority rights shall govern. The Employer has the right to discipline or transfer any employee or employees in the same classification, to instruct and direct the work, manage the terminals and docks and assign its equipment, and to make rules and regulations for the conduct of business, not to conflict with the terms of this Agreement. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

(b) All new positions or permanent vacancies will be promptly bulletined at the Company terminal for a period of five (5) working days. Qualified employees desiring such positions shall file application in writing with the designated office of the Employer within five (5) working days. Such assignment will be governed by the seniority of the applicants, as above outlined. Assignment will be made within five (5) work days after the closing of bidding. Employees assigned to positions on the effective date of this Agreement or assigned thereafter will not be permitted to transfer to another position until such time that a vacancy or new position exists.

Any employee who does not bid while the jobs are posted will be assigned to any remaining job opening(s) that the employee is qualified to perform.

Any new technology introduced by the Employer, employees will be trained and paid at the full contractual rate of pay.

(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**

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

#### **Section 5.**

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 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.**

The assignment of equipment, or work within a particular classification, shall be subject to seniority or bid at the beginning of the shift, provided skills are equal.

#### **Section 7.**

The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of fourteen (14) days and the Local Union shall be furnished a copy of such rules prior to posting. If no protest in the form of a written grievance is filed by the Local Union during the fourteen (14) day period, the rules shall become effective. If a protest is filed, the rule or rules protested must be removed from the bulletin board and shall not become effective until approved by the Grievance Committee.

However, such protest must be heard at the next scheduled Southern Grievance Meeting.

## **ARTICLE 43. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business providing twenty-four (24) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### **Section 2. Leave of Absence**

(a) Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contribution into the Health and Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

(b) Employees who accept employment in a supervisory capacity will forfeit all seniority rights and be removed from the seniority list.

## **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, of any year will be paid on March 31st, 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 will 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/personal 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) Refer to Article 35 of the National Master Freight Agreement.

## **Jury Duty**

(e) Effective April 1, 1979, all regular employees called for jury duty will receive the difference between hourly the shift the employee is working at the time of absence, at the applicable hourly wage, and actual payment received for jury service for each day of

jury duty to a maximum of one hundred twenty (120) hours pay for each contract year.

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

Time spent on jury service will be considered time worked for purposes of employee contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of fifteen (15) days for each contract year.

## **ARTICLE 44. GRIEVANCE COMMITTEES**

### **Section 1.**

The Employers and the Unions, parties to this Agreement, shall together create and maintain permanent State or Multiple State Committees covering the states covered by this Agreement. The State or Multiple State Grievance Committees shall remain as now established unless changed by mutual agreement between the parties to this Agreement. It shall be the function of these Committees to adjust the disputes which cannot be settled between the Employer and the Local Union. The State or Multiple State Grievance Committees shall consist of an equal number of members appointed by Employers and Unions, but not less than two (2) from each group. Each group may appoint alternates to serve in the event of absence of permanent members. When a State or Multiple State Grievance Committee Meeting is called, it shall be compulsory for each member of the Committee or the alternate to attend. Each State or Multiple State Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman serves written notice on the other requesting a meeting and the place of the meeting and the exact date of same shall be mutually agreed. Each State or Multiple State Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

It is understood that any grievance of any employee working under this Agreement shall be processed by the appropriate State or Multiple State Grievance Committee.

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the State or Multiple State Grievance Committees for handling by the Chairman and Director of the Southern Region of Teamsters, that he deems appropriate, and after such reference shall be handled under the usual procedure of that State or Multiple State Grievance Committee.

## **Section 2. Area Committee**

The Employers and the Unions parties to this Agreement, shall together create a permanent Southern Region Area Grievance Committee which shall consist of an equal number of representatives of the Employers and Unions. The Employers and the Unions each agree to notify the other in writing, giving the names of their respective Chairman within thirty (30) days after the signing of this Agreement. The respective Chairman shall jointly decide the number of members comprising the Grievance Committee and shall furnish the names of their members in writing to the other. Thereafter any changes in representatives on the Southern Region Area Grievance Committee will be by written notification to the other party's respective Chairman.

The Southern Region Area Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman has served written notice on the other, the exact date and place of meeting to be mutually agreeable. The Southern Region Area Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

## **Section 3. Function of the Committees**

It shall be the function of the various committees, above referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1, Article 45.

## **Section 4. Subcommittees**

All committees established under this Article may act through subcommittees duly appointed by such committees.



## **ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY**

### **Section 1.**

The Unions and the Employers agree that there shall be no strikes, lockouts, tie-ups, or legal proceedings without first using all possible means of settlement as provided for in this Agreement of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedures shall then apply:

(a) Where a State or Multiple State Committee, by a majority vote, settles a dispute no appeal may be taken to the Southern Region Area Grievance Committee. Such decision will be final and binding on both parties.

(b) Where a State or Multiple State Committee is unable to agree or come to a decision in the case, by majority vote, such case shall automatically be put on the agenda of the next Southern Region Area Grievance Committee meeting, by the Secretary of the State or Multiple State Committee, and must be decided by the Southern Region Area Grievance Committee at the next Southern Region Area Grievance committee meeting. The decision of the Southern Region Area Grievance Committee, by majority vote, shall be final and binding on both parties.

(c) Cases deadlocked at the Area Committee will be processed in accordance with Article 8 of the National Master Freight Agreement.

(d) Failure of any Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at, the grievance procedure at any stage, or failure to comply with any Committee decision withdraws the benefits of this Article.

(e) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(f) All monetary grievances that have been resolved either by decision or through a signed dated written settlement agreement shall be paid within fourteen (14) calendar days of formal notification of the decision or date of settlement agreement. If an Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment in writing.

## **Section 2. Referral of Interpretation**

It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by either the Union Committee's Secretary or the Employer Committee's Secretary to the Southern Region Area Grievance Committee at any time for final decision, and such Southern Region Area Grievance Committee shall be convened on seventy-two (72) hours notice to handle matters so referred.

## **Section 3. Examination of Records**

The Local Unions, the State or Multiple State Committee or the Southern Region Area Grievance Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

## **Section 4. National Grievance Committee**

Grievances and questions of interpretation which are subject to handling under the provision of Article 8 of the Master Agreement shall be referred to the National Grievance Committee in accordance with such Article 8.

## **Section 5. Committee Expense**

Any meeting room expense involved in such proceedings shall be borne equally between the parties to this Agreement.

## **ARTICLE 46. DISCHARGE OR SUSPENSION**

### **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 (1) 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 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; 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, drinking alcoholic beverages, using drugs or narcotics, on company property; a serious preventable accident while on duty; the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; 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.

The warning notices 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 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, 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.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his/her return to the home terminal. If no decision has been rendered on the appeal within fifteen (15) days the case shall then be taken as provided in Article 45 of this Agreement.

Effective April 1, 2003, the Employer will not terminate any employee for any discrepancies on his/her application for employment, after a period of one (1) year from the employee's hire date.

## **Section 2.**

In all cases where an employee is unable to report to work at the regular starting time, for any reason, he/she shall immediately notify the supervisor on duty. Failing to so notify the supervisor on duty he/she shall not be reinstated upon his/her return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article the employee may be disciplined or discharged.

## **ARTICLE 47. EXAMINATIONS AND IDENTIFICATION**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

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.

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.

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.

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

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

## **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.

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.

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 payday, 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. WASHROOMS AND LUNCH ROOMS**

Employer shall maintain clean sanitary rest rooms, with complete toilet facilities.

Employer shall provide adequate lunch facilities at each terminal and maintain the lunch facilities in a clean and sanitary condition. The Employer shall not store freight or any other items in the lunch facilities or the rest rooms.

The Employer agrees to provide for the employees properly cooled drinking water, lockers, fully stocked first aid kit maintained at all times, sanitary washrooms equipped with showers and toilets and to provide heat and ventilation as necessary for the welfare of the employees.

Rest rooms and lunch facilities shall be cleaned 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.

Contributions will be made to the Central States, Southeast and

Southwest Area Health and Welfare Fund, or other applicable fund, for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll thirty (30) days or more.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required full weekly contribution for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifi-



cations of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator

compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **Section 1.**

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

### **Section 2.**

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

### **Section 3.**

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

### **Section 4.**

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

### **Section 5.**

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of twenty (20) years or more.

### **Section 6.**

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of

vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) and sixth (6th) week of vacation if any qualified employee is on layoff.

## **Section 7.**

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one (1) week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two (2) weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least forty-eight (48) hours notice will be required (except by mutual agreement) and the Employer will verify the request, forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day(s). During the forty eight (48) hours prior to vacation day(s), no bumping will be permitted.

When the employee takes the first (1st) day of such daily vacation, he will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day(s) with his/her check for the week in which the vacation day(s) fall and such day(s) shall be included in the above mentioned fifteen percent (15%).

Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the work-days during the year.

## **Section 8.**

All employees presently receiving a forty (40) hour guarantee for vacation shall be paid five (5) hours in addition to the forty (40) hour guarantee for each week of vacation due them at the applicable hourly rate.

## **Section 9.**

It is understood that during the first year an employee must have been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second and subsequent years the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one vacation may be earned between anniversary dates of employment.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

An employee working ten (10) hours shifts will accumulate days toward vacation in the following manner:

One (1) day worked One (1) days credit  
Two (2) days worked Two (2) days credit  
Three (3) days worked Four (4) days credit  
Four (4) days worked Five (5) days credit

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment

benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

## **ARTICLE 53. HOLIDAYS**

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee's birthday, employee's anniversary date, and VE and VJ Days, if either be declared a National holiday by the US Government. New Orleans shall retain Mardi Gras as a holiday. In Oklahoma, a personal holiday shall apply.

Double the regular hourly rate of pay shall be paid to regular employees for all work performed on the above named holidays in addition to the regular hourly guarantee which the employee receives for not working on the above named holidays. When a holiday falls on Sunday, it will be observed the day it falls. In the event, the Federal Government observes a named holiday on a different day than the actual holiday, the Regional Chairman, Union and Employer, will determine the day the holiday is observed. The only work to be done on Labor Day will be in case of emergency and then when mutually agreeable. Regular assigned employees will not be required to work on a holiday if extra employees are available and the rate of pay for such extra employees will be the regular hourly rate of pay. If a holiday falls outside of a workweek of an employee receiving a ten (10) hour daily guarantee, employee shall be paid eight (8) hours.

Regular employees shall not be required to work extra hours to offset holiday hours, but if he/she is required to work on a holiday he/she shall receive a minimum of six (6) hours guarantee at double time the regular hourly rate of pay plus the eight (8) hour guarantee at the regular hourly rate of pay which he/she receives for not working.

No deduction shall be permitted from regular assigned employees' weekly guarantee for observance of a holiday but he/she shall receive his/her regular weekly guaranteed wage plus any overtime work he/she might perform.



When any holiday falls within the period of an employee's paid vacation, such holiday or holidays shall be paid in addition to their vacation pay.

A personal holiday (birthday or anniversary) may be taken any day of 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.

In order to qualify for holiday pay, it is provided that the employee must work the regular workday immediately preceding or following the holiday, if requested to do so or unless he/she is unable to work on account of proven illness, or unless absence is mutually agreed.

Notwithstanding the above, a regular employee on layoff status shall be paid eight (8) hours for holiday pay in the event the holiday occurs during the first thirty (30) day period that he/she is on layoff status whether or not any work is performed. If any work is performed the guarantees in the above paragraph shall apply.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holiday(s) that fall within their probationary period.

## **ARTICLE 54. PAID-FOR TIME**

### **Section 1. General**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty.

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**

Any regular employee called back to work after having completed

his/her regular assignment for that day shall be guaranteed four (4) hours pay at the applicable hourly rate of pay.

### **Section 3. Meal Period**

Employees shall, except by mutual agreement, take at least one continuous undisturbed period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. An employee required to work during the three (3) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provision; but this provision shall not apply if the employee elects to take a lunch period before the third (3rd) or after the sixth (6th) hour.

At breakbulks or consolidation centers, the Employer may, at its option, bid straight (8) hour shifts with a thirty (30) minute paid break to be divided per agreement with the Local Union. Should the Employer exercise this option, it must be ratified by a fifty percent (50%) plus one (1) vote of the employees. Once voted in, it would be effective for the life of the contract unless the Employer chooses to cancel it.

## **ARTICLE 55. WAGES AND HOURS**

### **Section 1. Hours**

The guaranteed workweek shall be forty (40) hours per week, five (5) consecutive days with a daily guarantee of eight (8) hours per day, time and one-half (1-1/2) after eight (8) hours per day and/or forty (40) hours per week.

The above guarantee may be broken in the event of an Act of God, or any other circumstance beyond the control of the Employer, however, any day(s) lost may be made up by the employee on a regularly scheduled off day ahead of casuals or laid off employees within a thirty (30) day period.

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.

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.

The workweek shall be Sunday through Saturday subject to the above provisions.

If an employee has a legitimate reason for not working overtime, he/she must notify the Company in writing prior to the start of his/her shift. In such event, the Employer shall make a reasonable effort to honor the employee's request.

## Section 2. Rates of Pay

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

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
Mechanic-Leadman	\$23.07	\$23.47	\$23.92	\$24.32	\$24.77
Mechanic, Class A	\$22.92	\$23.32	\$23.77	\$24.17	\$24.62
Mechanic, Class B	\$22.78	\$23.18	\$23.63	\$24.03	\$24.48

Mechanics Helper Garage Service, Class A	\$22.57	\$22.97	\$23.42	\$23.82	\$24.27
Garage Service, Class B	\$22.71	\$23.11	\$23.56	\$23.96	\$24.41
Parts Man	\$22.41	\$22.81	\$23.26	\$23.66	\$24.11
Porter	\$22.71	\$23.11	\$23.56	\$23.96	\$24.41
	\$21.80	\$22.20	\$22.65	\$23.05	\$23.50

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.

### **Entry Rates**

Effective April 1, 1998, all regular employees hired on or after that date or employees who are in progression shall receive the following hourly rates of pay:

(a) Effective first (1st) day of employment - eighty-five percent (85%) of the current rate.

(b) Effective first (1st) day of employment plus one (1) year - ninety percent (90%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years - ninety-five percent (95%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - one hundred percent (100%) of the current rate.

CDL-qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at 90% of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter, provided they have not had a break in service in excess of three (3) years.

**B. Non-CDL Qualified Employees.** Effective April 1, 2008, all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression:

(a) Effective first (1st) day of employment - seventy percent (70%) of the current rate.

(b) Effective first (1st) day of employment plus one (1) year - seventy-five percent (75%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years - eighty percent (80%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - one hundred percent (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 wage and guaranteed cost-of-living adjustments under this Agreement.

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

Casual rates of pay to be effective on the date of ratification:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
Hourly	\$19.07	\$19.39	\$19.75	\$20.07	\$20.43

### **Job Descriptions**

**Mechanic-Leadman:** Shall perform the duties of “A” and, in addition, shall organize and assign work and responsibility but shall not have the authority to hire or discharge. The employment of a Leadman shall be discretionary with the Employer and if the Employer is presently employing a Leadman or hereafter employs a Leadman he/she may discontinue such practice at any time, and upon the discontinuance of such practice the Leadman will revert to the normal classification of work from which he/she was selected and shall receive the prescribed

rate of pay for that classification. The selection of a person to be a Leadman shall be at the sole discretion of the Employer. In locations where the Leadman classification has been subject to bid, the Employer shall continue this practice.

**Mechanic-Class A.-** A mechanic with prior qualifications proving him capable of performing job assignments which may occur in the shop operations.

**Mechanic-Class B:** Can perform all duties of Class “A”, however, his/her duties do not include rebuilding of major components, major body repair, and painting, and frame machine as a “B” Mechanic. In locations where Class “B” Mechanics have not previously been used, Class “A” Mechanics shall not be forced to become Class “B” Mechanics.

**Service Man A.-** Shall lubricate equipment, check batteries, check and change tires, pump fuel, change or clean filters, adjust brakes, check and repair lights, wash equipment and other general check-lane service. The Employer is to furnish tools.

**Service Man A:** Shall also perform hostling or switching work on the yard as may be assigned to them, except where this is a violation of the Southern Region Local Freight Forwarding Pickup and Delivery Agreement.

**Service Man B:** Shall perform all of the duties as specified in “A” Class Garage Serviceman, and shall be limited to the operation of moving equipment to and from the shop for maintenance. They may unhook a tractor for the purpose of moving it to the shop for maintenance or service. They will not be permitted to participate in any way in the dock or road operation.

**Mechanics Helpers:** May be used as a helper on any classification higher than his/her own, but will not be responsible for finished work in as much as the higher classified man with whom he/she is working is in charge of the job. He/she may remove and/or install whole assemblies without assuming the responsibility of the work. Otherwise, he/she will work in conjunction with an employee in a higher classifi-

cation as much as possible. As a helper, it is expected that he/she will furnish the minimum amount of essential hand tools.

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

### **Section 3. Unassigned Employees**

The Employer may use the youngest fifteen percent (15%) of the total regular employees, by classification (at least one (1) at each terminal) as unassigned employees, except unassigned jobs shall be bid if requested by the Local Union. These unassigned employees shall work under all conditions of and guarantees of this Agreement, except their workweek shall be any five (5) days from Sunday through Saturday. These employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. Unassigned employees shall be advised at the end of their workday when next to report for work, and reporting times shall be chosen in order of their seniority, unless otherwise mutually agreed by the parties hereto. Extra employees shall not be worked on days that unassigned employees do not work, unless unassigned employees are offered the work and reject the same, and are unavailable (this does not apply to premium days and/or overtime work of the unassigned employees).

Unassigned employees will not be forced to work after completing their forty (40) hour guarantee including holiday pay provided they give the Employer written notice no later than the beginning of his/her workweek.

Within thirty (30) days after ratification of the Agreement, the Local Union shall take a vote of the employees in those locations where unassigned employees are applicable to determine if the majority of the employees desire to have the unassigned positions posted for bids, or to have the youngest fifteen percent (15%) as unassigned.

The results of this one-time vote shall remain in effect for the life of this Agreement. The Local Union shall notify the Employer, in writing, as to the outcome of the vote.

If the employees by majority vote elect to bid the unassigned positions, the applications and interpretations of the previous contracts shall remain in effect.

Should the employees, by majority vote, elect to have the youngest fifteen percent (15%) as unassigned the following shall apply:

(a) An unassigned employee's classification, on a daily basis, shall be determined by his/her first (1st) job assignment and he/she shall be dovetailed into that classification for the days work.

(b) Where unassigned employees are used as supplements ten (10) consecutive workdays at the same start time, or within one (1) hour of the same start time, the Employer shall post a new bid for that start time.

(c) By making the bottom fifteen percent (15%) of the regular employees unassigned, the following would apply in the event of layoffs:

(1) Employees with bid shifts could be notified, at the time of lay-off of unassigned employees, that they fell within the bottom fifteen percent (15%) group and would become unassigned beginning the following Sunday.

(2) When employees were recalled to work, the employees on previous bids above the fifteen percent (15%) would go back on their old bid.

#### **Section 4.**

There shall be no split shifts for regular employees at any time.

#### **Section 5.**

Overtime shall not be used in making up the weekly guarantee for regular employees.

#### **Section 6.**

There shall be a minimum weekly guarantee of the number of hours



pay set out in Section I above, for all regular employees covered by this Agreement at their respective hourly rate of pay.

The weekly guarantee shall not apply on absence on the part of the employee. In the event a strike occurs in the jurisdiction of a Local Union, the employees affected by such strike in said Local Union shall not be entitled to the weekly guarantee.

## **Section 7. Work in Other Classifications**

Employees in any regular work classification may be used in any lower work classification, but for the temporary work done in such lower work classification, shall receive the wage rate for his/her regular work classification. Temporary work done in such lower work classification shall not exceed more than thirty (30) days. When an employee works one (1) hour or more in a higher classification, he/she will be paid the higher rate for that day.

## **Section 8.**

At no time will any employee with supervisory authority of the Employer, signatory to this Supplement be permitted to perform work covered by this Supplement for their Employer or any other Employer signatory to this Supplement except as provided in Article 9 of the National Agreement. Violation of this clause will be a direct violation of this Agreement, except as provided for in Article 9 of this Agreement.

## **Section 9.**

Regular employees on layoff status shall be guaranteed eight (8) hours' pay when called to work.

## **Section 10.**

It is agreed that there will be a continuation of the Addendum for New Orleans, Louisiana, for the maintenance of their present Compensation Insurance Clause.

## **Section 11.**

At no time will any employee with supervisory authority for the Employer signatory to this Agreement be permitted to perform work

covered by this Agreement for his/her Employer or any other Employer signatory to this Agreement except when employees request instructions from supervision, inspection by supervisors of work being performed or completed is not work covered by this Agreement. Violation of this clause will be a direct violation of this Agreement.

## **Section 12.**

If the Employer elects to work regular employees on their sixth (6th) day, seventh (7th) day or on a holiday, seniority and qualifications shall prevail. In all other cases (early call and shift extension), seniority and classification will continue to apply. Where an employee is assigned to a particular route or customer, the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his/her off day, or holiday, such employee must have had eight (8) hours off duty prior to the commencement of the shift on his/her off day or holiday. If an employee works on his/her off day, he/she shall be paid time and one half (1 & 1/2) for the sixth (6th) day and double time for the seventh (7th) day. If employees are called to work on their sixth (6th) day or seventh (7th) day, in addition to a regular bid shift, they may only exercise their seniority behind the regular bid shift employees.

## **Section 13.**

Employers using employees of another Employer on a premium day shall pay the premium rates for all work performed unless the employees are referred to the Employer from the Union office.

## **Section 14.**

All present Mechanics, Electricians, Welders, Bodymen, Painters, Strippers, Letterers and Tire Vulcanizers shall be included under the classification 'Mechanic, Electrician', all Parts Men, Tire Clerks and Mechanic Helpers shall be in the classification 'Helpers and Parts Men', and all Wash, Grease and Tire Men shall be included in the classification 'Service Men.'

Every employee presently (meaning employees as of February, 1961) holding a job as Welder, Bodyman, Painter or Tire Vulcanizer

may remain in those positions as long as the Employer has sufficient work in that classification to maintain the job position, if such specialists are not qualified to move on to a Mechanic's job. This means that no Employer may use other employees as a group to do such work as by such means abolish those special jobs as long as the present employee remains on such job.

At any time jobs are posted under this Agreement, except as outlined below only those employees in the classification may bid on a job position. One exception being that any employee that has previously qualified for a higher classification with the same Employer may bid on such higher classification at any time bids are posted, and the second exception is when at any time new jobs are put on and posted and/or on layoff any employee has the right to bid and such bidding is subject to such employee having been qualified under the rules established by the 'Qualification Committee.'

The Employers and the Unions parties to this Agreement shall establish and maintain a Qualification Committee to afford to any employee who may desire to move to a higher classification, the opportunity to try to qualify for such job opportunity.

## **Section 15.**

Where an Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay for the particular week, and shall not be obligated to offer such employee any overtime or premium pay work. Any employee who has broken his/her workweek for any reason shall not be entitled to claim any work occurring outside his/her scheduled workweek.

## **Section 16. Road Work**

Employees required to leave their regular assigned post for a service call will be compensated for all time consumed in traveling as directed by the management and until they are returned to their home point, on the same basis as they would be compensated for service at the home point. Rather than holding an employee at an away-from-home point for sixteen (16) hours off duty to prevent

premium pay, the Employer shall bring an employee back on duty after an eight (8) hour off duty period. The return to work by the employee will constitute the beginning of his/her bid day, for this day only, and he/she will be compensated at the straight time rate of pay for this particular tour of duty and will return to his/her regular bid shift the following day. Employees shall be reimbursed for all expenses incurred for meals, lodging not more than three (3) days after bills are submitted to the Employer.

## **Section 17.**

When the Employer requires an employee to attend training programs or a school to learn new techniques or types of operation or equipment, the employee shall be compensated under the terms of this Agreement.

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. 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) Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling, in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids shall be provided with rubber or leather aprons and gloves. Shop employees regularly assigned to outside duties will be provided with personal rain gear and rubber boots.

### **Tools**

(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.

The Employer will be responsible to an employee for personal tools destroyed as a result of fire in the shop facilities and as a result of the theft of the employees complete tool box and tools provided said tools are previously inventoried with the Employer. It will be the employee's responsibility to provide the inventory list to the employer.

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**

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.

The following Letter of Understanding was agreed to in the 2003-2008 NMFA Negotiations:

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.

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.

In respect to overflow farm out work or other garage issues a "Farm Out Committee" will be created by the two (2) respective Chairmen (Union/Employer) of the Southern Region Grievance Committee to investigate abuses of excessive overflow farm out work. The committee will have the authority to reach a remedy of the alleged abuses and this decision will be final and binding on both parties. If the committee is unable to achieve a resolution in the case it will be referred directly to the Southern Area Review Committee for decision.

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**

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 enti-

tled 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:

(1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.

(2) Pay for compensable funeral leave shall be for the employees regular shift at the straight-time hourly rate.

(3) Funeral Leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.

(4) The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated.

If the funeral is beyond three hundred fifty (350) miles of the home domicile, the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee will not count toward adding employees to the regular seniority list. Make-up days will be at the straight-time hourly rate.

## **ARTICLE 58. ADDENDA**

Addenda or Supplements to this Agreement providing for better wages, hours and working conditions which have previously been negotiated by Local Unions and the Southern Region of Teamsters and the Employer and put into effect shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto, except in those instances agreed by the National Committee.

## **ARTICLE 59. ELIMINATION OF BONUS**

Any employee receiving a bonus or a higher rate of pay at the time of the signing of this Agreement that will be in excess of the increases negotiated shall not be reduced by the Employer as long as the employee continues to work in the same classification, nor shall the Employer be required to give the same amount of increase to that individual, and when the scales negotiated in this Agreement catch up with the premium being paid by such Employer, the scales negotiated shall prevail.

## **ARTICLE 60. MOONLIGHTING**

The Employer shall not employ in any capacity any person who is otherwise regularly employed, provided, however:

(a) This provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the agreement including fringe benefits. Such persons may be continued in employment.

(b) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under the Agreement.

(c) In the event of layoff, employees who have regular outside employment shall be laid off regardless of such employee's seniority standing unless such employee immediately terminates such out-



side employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employee having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he/she may have, unless qualified for recall under Item (b) above.

Any employee employed under the terms of this Agreement who works a total of forty (40) or more hours a week for one Employer covered by a Local Cartage or Road Agreement shall receive double time for all work in excess of forty (40) hours he/she works in workweek from the second (2nd) Employer for whom such hours in excess of forty (40) is performed after the Employer is notified by the Local Union.

Employees hired prior to August 1964, or after the effective date of the 1964 contract, having two (2) regular (even if part time) jobs (acquired before August 1964) are protected insofar as their seniority under this Agreement with the following exceptions:

(1) If there is a layoff and employees working exclusively for a trucking company having seniority status would be laid off if the employee with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would be laid off first unless the employee elected to give up the other outside job.

(2) If an employee with less seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the employee having exclusive employment under this Agreement would be subject to recall first.

(3) The only time the employee with two (2) regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional employees are needed, subject to paragraph (b) of this Article.

(4) This applies to regular or part-time employees with two (2) jobs.

(5) This shall not prohibit the Local Union and the Employer from working out mutual problems for the benefit of the parties concerned.

(6) The Provisions of this Article shall not apply where a full-time employee with seniority in classification covered by this Agreement works on a second job on his/her off-days or off-nights outside of the trucking industry.

## **ARTICLE 61. TERM OF AGREEMENT**

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Agreement between the parties hereto.

## **NEGOTIATING COMMITTEES**

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

Ken Bryant, Chairman  
Johnny Gabriel, Co-Chairman  
Howard Boykin  
Gary Brown  
John Gale  
Lendon Grisham  
Frank Perkins  
Brent Taylor  
Larry Trotterchaud

FOR THE EMPLOYERS:

TRUCKING MANAGEMENT, INC.  
NATIONAL NEGOTIATING COMMITTEE

Lamar Beinhower, Chairman  
Herb Anthony  
Ron Cook  
Gary Kraus  
Keith Lilly  
Tom Lindner  
John McGrath  
Roger Morrison  
Dan Thomas

IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION:

LOCAL UNION No. \_\_\_\_\_, Affiliate of I. B. of T.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE EMPLOYER:

\_\_\_\_\_  
(Employer)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

By \_\_\_\_\_  
(Street)

Its \_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Date Signed)

# **Southern Region Area Local Freight Office Clerical Employees Supplemental Agreement**

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



**For The Period April 1, 2008  
thru March 31, 2013**



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**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 Office Clerical Supplement Agreement 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, 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**

### **Section 1.**

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Office Clerical operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the Office Clerical employees, this Agreement shall automatically become effective.

### **Section 2. Employees Covered**

To cover persons employed as Office and Clerical employees, construed to mean, but not limited to, any Rate Clerk, Cashier, Head Cashier, Assistant Cashier, OS&D Clerk, Customer Care Clerk, PACs Clerk, Receptionist, Imaging Clerk, Special Account Clerk, Driver Check-in Clerk, Appointment Clerk, R&U Clerk, General Clerk, Manifest Clerk, Billing Clerk, File Clerk, Tracing Clerk, Secretary/Stenographer, Rate Clerk B, Code Clerk and Mail Clerk, any other classifications of work when used to defeat the purpose of this Agreement, who are employees in the offices of Common Contract, and Private carriers in the States of Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Oklahoma, Louisiana, Texas and the City of Asheville, North Carolina.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operations.

# **ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES**

## **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of the Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

## **Section 2. Casual Employees**

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift he/she is supplementing or replacing. Casuals shall not work overtime on the shift unless all regular employees working the shift they are supplementing or replacing have been offered overtime, regard-

less of the work being performed. The only exceptions to this would be if the casual has worked past their sixth hour, he/she may complete his/her eight hours or unless there are no regulars on the same shift in the same area of the city.

Each casual employee shall be guaranteed four (4) hours pay when called to work. If, however, the employee works more than six (6) hours, the employee shall be guaranteed eight (8) hours' pay and may complete eight (8) hours of work. The employee may be called to work more than one (1) time each day, such as morning and evening, if used to supplement regular crews.

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.

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 Employer's 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 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.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplementary casuals may be used to supplement regular crews and for each six (6) man-hours worked per day during any thirty

(30) days of such two (2) calendar month period the Employer will add a regular employee. The Employer shall have the right of selection of the employees to be added to the seniority list.

Casual employees shall not accrue seniority. The selected casual employee seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer must add the selected employees to the regular seniority list within fourteen (14) calendar days.

A casual employee working over eight (8) hours per day and/or forty (40) hours per week for the same Employer shall receive the applicable rate of pay.

Casual hours worked in parallel shall not be considered as man hours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- (a) The employee's name, address, telephone number and social security number;
- (b) The dates worked;
- (c) The classification of work performed each day, and the hours worked; and,
- (d) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

### **Section 3. Preferential Casuals**

When a casual is used by the Employer for seventy (70) shifts of six (6) hours or more within six (6) consecutive months, the Employer

shall process a person to be placed on the preferential list when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days after the aforementioned seventy (70) shifts and notification of the Local Union.

The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualification for regular employment, the selected casual shall be placed on a preferential casual list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications, or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) Employer.

Casual employees on the preferential casual list shall be offered available, extra work in the order in which they were placed on the preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed six (6) hours pay when called to work.



Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company in writing, thirty (30) days prior to implementation of a preferential casual list.

#### **Section 4.**

The Employer agrees not to establish qualifications for employment for the purpose of evading the terms of this Agreement or discriminating against Union members. Violation of this provision shall be subject to the grievance procedure.

#### **Section 5.**

Subterfuge or abuse of this Article is subject to the grievance procedure.

## **ARTICLE 42. SENIORITY**

### **Section 1. Seniority Rights for Employees Shall Prevail**

Seniority shall be broken only by discharge, retirement, voluntary quit, absence from work for a ninety-six (96) hour period after proper notice from the Employer, the ninety-six (96) hour notice excludes Sundays and all holidays, including non-contractual holidays, when the United States Postal Service is officially closed, failure to answer recall, or more than a five (5) year layoff. The above time limits for the ninety-six (96) hour notice shall begin with the day following the postmark of proper notification.

The parties agree that the proper procedure to be followed when an employee refuses a work order is:

When an employee refuses a direct work order by a supervisor, not in violation of the law or this contract, he/she will be given a written warning for his/her refusal, stating that he/she has a ten (10) minute cooling off period to reconsider his/her refusal (such as calling a job steward and/or Business Agent for counsel) and that con-

tinued failure to perform the work may result in his/her complete loss of seniority.

If the employee continues to refuse the work order after the ten (10) minute cooling off period, he/she may be subject to complete loss of seniority and immediately taken out of service.

A written notification as set forth above, will not be required for an employee who is away from a terminal facility or is at a dark facility; but verifiable (witnessed by a job steward when available or a bargaining unit employee and/or electronic recording), oral instructions will suffice.

All of the above is subject to the grievance procedure.

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his/her last known home address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement.

Employees shall give the Employer one (1) week notice of intent to return to work. The above time limits shall begin with the day following the postmark of the certified letter of recall.

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. When an employee is added to the regular seniority list there will be a clock punch in his/her personnel file.

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.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controver-

sy shall be processed under the Grievance Procedure set out in Articles 44 and 45 of this Agreement.

The Employer will maintain a list of overtime hours worked at each terminal and make the list available to the job steward and/or Local Union upon request. All employees (regular and casual) performing work in terminals of twenty (20) employees or less would afford the employer two (2) hours per employee of exempt overtime. All employees (regular and casual) performing work in terminals of more than twenty (20) employees would afford the employer one (1) hour per employee of exempt overtime. The overtime hours worked by all employees will be totaled daily, the exempt hours will be subtracted, and all remaining overtime hours will be considered excessive overtime. For every eight (8) excessive overtime hours worked, one (1) additional day will be counted towards returning a laid off employee back to regular status under Article 42, Section 2. There will be no pyramiding of actual days worked by laid-off employees and additional days added under the excessive overtime hours.

Subterfuge of this Article will be subject to the Grievance Machinery and any violation will be counted towards returning a laid off employee to active status.

## **Section 2.**

(a) Terminal seniority, as measured by length of service at such terminal, shall prevail, except as otherwise provided for in this Agreement.

(b) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

## **Layoff and Recall**

(c) If the Employer elects to lay off an employee due to the necessity of reducing the work force, the Employer shall notify the employee prior to the end of the employee's workweek by hand delivery and/or certified mail with a copy of the layoff letter being

sent to the Local Union by regular mail or delivery. In lieu of proper layoff, an employee will be paid a maximum of two (2) days' pay.

In no event shall the layoff notice reduce the employee's weekly guarantee for that workweek. No notice shall be required if the layoff is caused by the unauthorized work stoppage or strike of any IBT Union.

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.

A junior employee may complete his/her workweek when it extends beyond a senior employee's workweek.

Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked in any five (5) out of seven (7) days, or ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

In the event of layoff, an employee so laid off shall be given two (2) weeks' notice of recall by certified mail to his/her last known home address.

The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the Employer within seven (7) days of his/her intent to return to work shall result in the loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report

within fourteen (14) days shall result in the loss of all seniority rights. The above time limits shall begin with the day following the postmark of the certified letter of recall.

### **Section 3.**

(a) In all cases where physical fitness or ability to perform the required work are equal, seniority rights shall govern. The Employer has the right to discipline or transfer any employee or employees in the same classification, to instruct and direct the work, manage the terminals and docks and assign its equipment, and to make rules and regulations for the conduct of its business, not to conflict with the terms of this Agreement. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

(b) In those instances where employees are not qualified in all classifications, due to inability to perform the required work, the Employer will allow the employees to practice on their off-time, on Company equipment and/or facilities, to become qualified. The Company reserves the right of scheduling the practice periods of the employees.

The Company and the Union shall jointly establish a reasonable period of time for the employees to qualify.

Any dispute involving an employee not making a reasonable effort to qualify shall be subject to the grievance procedure.

The provisions of this Article shall not apply to any regular employee who cannot qualify because of physical fitness.

(c) All new positions or permanent vacancies will be promptly bulletined at the Company terminal for a period of five (5) working days. Qualified employees desiring such positions shall file application in writing with the designated officer of the Employer within five (5) work days. Such assignment will be governed by seniority of applicants, as above outlined. Assignment will be made within five (5) working days after the closing of bidding.

Employees assigned to positions on the effective date of this Agreement or assigned thereafter will not be permitted to transfer to another position until such time that a vacancy or new positions exists.

Any employee who does not bid while the jobs are posted will be assigned to any remaining job opening(s) that the employee is qualified to perform.

Any new technology introduced by the Employer, employees will be trained and paid at the full contractual rate of pay.

When the Employer makes technological changes, as it deems necessary, such as but not limited to the introduction of automated machinery, the employer will notify the Union and explain the nature and effect of such changes. If the technological changes replace present office work and results in remaining unit work that can be performed by the bargaining unit it will remain bargaining unit work.

#### **Section 4. Bulletining of Jobs**

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

#### **Section 5.**

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 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.**

The assignment of equipment, or work within a particular classification shall not be subject to seniority or bid.

## **Section 7.**

The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of fourteen (14) days and the Local Union shall be furnished a copy of such rules prior to posting. If no protest in the form of a written grievance is filed by the Local Union during the fourteen (14) day period, the rules shall become effective. If a protest is filed, the rule or rules protested must be removed from the bulletin board and shall not become effective until approved by the Grievance Committee.

However, such protest must be heard at the next scheduled Southern Grievance Meeting.

## **ARTICLE 43. ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business providing twenty-four (24) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### **Section 2. Leave of Absence**

(a) Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contribution into the Health, Welfare and Pension Funds during the period of absence before the leave may be approved by either the Local Union or the Employer.

(b) Employees who accept employment in a supervisory capacity will forfeit all seniority rights and be removed from the seniority list.

### **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, of any year will be paid on March 31st, 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 will 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/personal 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) Refer to Article 35 of the National Master Freight Agreement.

## **Jury Duty**

(e) Effective April 1, 1979, all regular employees called for jury duty will receive the difference between the hourly shift the employee is working, at the time of absence, at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of one hundred twenty (120) hours pay for each contract year.

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

Time spent on jury service will be considered time worked for purposes of employer contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of fifteen (15) days for each contract year.

## **Maternity Leave**

(f) In the event of pregnancy, the employee shall be allowed to work until such time as employee's attending physician states that employee should stop working. The employee may return to work after delivery upon presentation of a medical certificate by the attending physician. Such leave of absence may be extended or shortened by mutual agreement.

# **ARTICLE 44. GRIEVANCE COMMITTEES**

## **Section 1.**

The Employers and the Unions, parties to this Agreement, shall

together, create and maintain permanent State or Multiple State Committees covering the states covered by this Agreement. The State or Multiple State Grievance Committee shall remain as now established unless changed by mutual agreement between the parties to this Agreement. It shall be the function of these Committees to adjust the disputes which cannot be settled between the Employer and the Local Union. The State or Multiple State Grievance Committees shall consist of an equal number of members appointed by Employers and Union, but not less than two (2) from each group. Each group may appoint alternates to serve in the event of absence of permanent members. When a State or Multiple State Grievance Committee Meeting is called, it shall be compulsory for each member of the Committee or the alternate to attend. Each State or Multiple State Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman serves written notice on the other requesting a meeting and the place of the meeting and the exact date of same shall be mutually agreed.

Each State or Multiple State Grievance Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

It is understood that any grievance of any employee working under this Agreement shall be processed by the appropriate State or Multiple State Grievance Committee.

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the State or Multiple State Grievance Committees for handling by the Chairman and Director of the Southern Region of Teamsters, that he deems appropriate, and after such reference shall be handled under the usual procedures of that State or Multiple State Grievance Committees.

## **Section 2. Area Committee**

The Employers and the Unions, parties to this Agreement, shall together create a permanent Southern Region Area Grievance

Committee which shall consist of an equal number of representatives of the Employers and the Unions. The Employers and the Unions each agree to notify the other in writing, giving the name of their respective Chairman within thirty (30) days after the signing of this Agreement. The respective Chairman shall jointly decide the number of members comprising the Grievance Committee and shall furnish the names of their members in writing to the other. There after, any changes in representatives on the Southern Region Area Grievance Committee will be by written notification to the other party's respective Chairman. The Southern Region Area Grievance Committee shall meet within fifteen (15) days after either group Committee Chairman has served written notice on the other, the exact date and place of meeting to be mutually agreeable. The Southern Region Area Grievance Committee shall at its first (1st) meeting, formulate rules of procedure to govern the conduct of its proceedings.

### **Section 3. Function of the Committees**

It shall be the function of the various committees, above referred to, to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1, Article 45.

### **Section 4. Subcommittees**

All committees established under this Article may act through subcommittees duly appointed by such committees.

## **ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY**

### **Section 1.**

The Unions and the Employers agree that there shall be no strikes, lockouts, tie-ups, or legal proceedings without first using all possible means of settlement as provided for in this Agreement of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedures shall then apply:

(a) Where a State or Multiple State Committee, by a majority vote, settles a dispute no appeal may be taken to the Southern Region Area Grievance Committee. Such decision will be final and binding on both parties.

(b) Where a State or Multiple State Committee is unable to agree or come to a decision in the case, by majority vote, such case shall automatically be put on the agenda of the next Southern Region Area Grievance Committee meeting, by the Secretary of the State or Multiple State Committee, and must be decided by the Southern Region Area Grievance Committee at the next Southern Region Area Grievance committee meeting.

The decision of the Southern Region Area Grievance Committee by majority vote, shall be final and binding on both parties.

(c) Cases deadlocked at the Area Committee will be processed in accordance with Article 8 of the National Master Freight Agreement.

(d) Failure of any Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at, the grievance procedure at any stage, or failure to comply with any Committee decision withdraws the benefits of this Article.

(e) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(f) All monetary grievances that have been resolved either by decision or through a signed dated written settlement agreement shall be paid within fourteen (14) calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment in writing.

## **Section 2. Referral of Interpretation**

It is agreed that all matters pertaining to the interpretation of any

provisions of this Agreement may be referred by either the Union Committee's Secretary or the Employer Committee's Secretary to the Southern Region Area Grievance Committee at any time for final decision, and such Southern Region Area Grievance Committee shall be convened on seventy-two (72) hours notice to handle matters so referred.

### **Section 3. Examination of Records**

The Local Unions, the State or Multiple State Committee or the Southern Region Area Grievance Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

### **Section 4. National Grievance Committee**

Grievances and questions of interpretation which are subject to handling under the provision of Article 8 of the Master Agreement shall be referred to the National Grievance Committee in accordance with such Article 8.

### **Section 5. Committee Expense**

Any meeting room expense involved in such proceedings shall be borne equally between the parties to this Agreement.

## **ARTICLE 46. DISCHARGE OR SUSPENSION**

### **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 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; 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 carry-

ing 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, drinking alcoholic beverages, using drugs or narcotics, on company property; a serious preventable accident while on duty, the carrying of unauthorized passengers; the failure to report an accident; willful damage or destruction of company property or equipment; 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.

The warning notices 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 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, 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.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his/her return to the home terminal. If no decision has been rendered on the appeal within fifteen (15) days the case shall then be taken up as provided for in Article 45 of this Agreement.

Effective April 1, 2003, the Employer will not terminate any employee for any discrepancies on his/her application for employment, after a period of one (1) year from the employee's hire date.

## **Section 2. Absenteeism**

In all cases where an employee is unable to report to work at the regular starting time, for any reason, he/she shall immediately notify the supervisor on duty. Failing to so notify the supervisor on duty he/she shall not be reinstated upon his/her return to work unless a reasonable explanation is furnished to the Employer. The first violation of this Article shall result in a warning notice to the employee. On the second such violation of this Article the employee may be disciplined or discharged.

## **ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where for time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

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.

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.

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**

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.

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.

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**

Employer shall maintain clean sanitary rest rooms, with complete toilet facilities.

Employer shall provide adequate lunch facilities at each terminal and maintain the lunch facilities in a clean and sanitary condition. The Employer shall not store freight or any other items in the lunch facilities or the restrooms.

Restrooms and lunch facilities shall be cleaned 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.

Contributions will be made to the Central States, Southeast and Southwest Area Health and Welfare Fund, or other applicable fund, for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll thirty (30) days or more.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or be taken by trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required full weekly contribution for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers'

employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being

effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eli-

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **Section 1. One Week**

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

### **Section 2. Two Weeks**

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

### **Section 3. Three Weeks**

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

### **Section 4. Four Weeks**

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

### **Section 5. Five Weeks**

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement, who have worked for the Employer for a period of twenty (20) years or more.

## **Section 6. Six Weeks**

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) and sixth (6th) week of vacation if any qualified employee is on layoff.

## **Section 7.**

At least fifteen percent (15%) of the employees at the terminal involved shall be permitted to take their vacation at the same time.

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one (1) week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two (2) weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least forty-eight (48) hours notice will be required (except by mutual agreement) and the Employer will verify the request, forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day (s). During the forty eight (48) hours prior to vacation day (s), no bumping will be permitted.

When the employee takes the first (1st) day of such daily vacation, he/she will be paid for a full week vacation. However, if the employee makes a written request, at the time of scheduling such one (1) day vacation, he/she will be paid for such day (s) with his/her check for the week in which the vacation day (s) fall and such day (s) shall be included in the above mentioned fifteen percent (15%).



Time lost due to sickness or injury shall be considered days worked but shall not be included in the computation to determine average daily earnings. This shall not apply where an employee has been off due to sickness or injury more than fifty percent (50%) of the work-days during the year.

### **Section 8.**

All employees presently receiving a forty (40) hour guarantee for vacation shall be paid five (5) hours in addition to the forty (40) hours guarantee for each week of vacation due them at the applicable hourly rate.

### **Section 9.**

It is understood that during the first year an employee must have been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second (2nd) subsequent years the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation may be earned between anniversary dates of employment.

Vacation which has been accrued can be taken consecutively with vacation that has been earned on sixty percent (60%).

An employee working ten (10) hour shifts will accumulate days toward vacation in the following manner:

One (1) day worked One (1) days credit  
Two (2) days worked Two (2) days credit  
Three (3) days worked Four (4) days credit  
Four (4) days worked Five (5) days credit

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total num-

ber of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

## **ARTICLE 53. HOLIDAYS**

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, the employee's birthday, employee's anniversary date and VE and VJ Days, if either be declared a National holiday by the US Government. New Orleans shall retain Mardi Gras as a holiday. In Oklahoma, a personal holiday shall apply.

Double the regular hourly rate of pay shall be paid to regular employees for all work performed on the above named holidays in addition to the regular hourly guarantee which the employee receives for not working on the above named holidays. When a holiday falls on Sunday, it will be observed the day it falls. In the event, the Federal Government observes a named holiday on a different day than the actual holiday, the Regional Chairman, Union and Employer, will determine the day the holiday is observed. The only work to be done on Labor Day will be in case of emergency and then when mutually agreeable. Regular assigned employees will not be required to work on a holiday if extra employees are available and the rate of pay for such extra employees will be the regular hourly rate of pay. If a holiday falls outside of a workweek of an employee receiving a ten (10) hour daily guarantee, employee shall be paid eight (8) hours.

Regular employees shall not be required to work extra hours to offset holiday hours, but if he/she is required to work on a holiday he/she shall receive a minimum of six (6) hours guarantee at double time the regular hourly rate of pay plus the eight (8) hour guarantee

at the regular hourly rate of pay which he/she receives for not working.

No deduction shall be permitted from regular assigned employees' weekly guarantee for observance of a holiday but he/she shall receive his/her regular weekly guaranteed wage plus any overtime work he/she might perform.

When any holiday falls within the period of an employee's paid vacation, such holiday or holidays shall be paid in addition to their vacation pay.

A personal holiday (birthday or anniversary) may be taken any day of 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.

In order to qualify for holiday pay, it is provided that the employee must work the regular workday immediately preceding or following the holiday, if requested to do so or unless he/she is unable to work on account of proven illness, or unless absence is mutually agreed.

Notwithstanding the above, a regular employee on layoff status shall be paid eight (8) hours for holiday pay in the event the holiday occurs during the first thirty (30) day period that he/she is on layoff status whether or not any work is performed. If any work is performed the guarantees in the above paragraph shall apply.

Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holiday(s) that fall within their probationary period.

## **ARTICLE 54. PAID-FOR TIME**

### **Section 1. General**

All Employees covered by this Agreement shall be paid for all time, spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from

the time that the employee is ordered to report to work and registers in and until the time he/she is effectively released from duty.

## **Section 2. Call-back Time**

Any regular employee called back to work after having completed his/her regular assignment for that day shall be guaranteed four (4) hours pay at the applicable hourly rate of pay.

## **Section 3. Meal Period**

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. An employee, required to work during the three (3) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the third (3rd) or after the sixth (6th) hour.

At breakbulks or consolidation centers, the employer may, at its option, bid (8) hour shifts with a thirty (30) minute paid break to be divided per agreement with the Local Union. Should the Employer exercise this option it must be ratified by a fifty percent (50%) plus one (1) vote of the employees. Once voted in it would be effective for the life of the contract unless the Employer chooses to cancel it.

## **Coffee Breaks**

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**

(a) The guaranteed workweek shall be forty (40) hours per week, five (5) consecutive days with a daily guarantee of eight (8) hours per day, time and one-half (1-1/2) after eight (8) hours per day and/or forty (40) hours per week.

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 (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.

(b) In the event of electrical power failure caused by tornado, hurricane or any other Act of God, or any other circumstances beyond the control of the Employer, the employee will be notified not to report for work and the Employer shall not be obligated. If an employee has reported for duty and has not been put to work he/she shall be entitled to show-up pay. If the employee has been put to work he/she shall receive the daily guarantee. In the event an employee does not get to work and work is available within that workweek he/she shall be offered the opportunity to make up the work lost.

(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.

The workweek shall be Sunday through Saturday subject to the above provisions.

If an employee has a legitimate reason for not working overtime, he/she must notify the Company in writing prior to the start of his/her shift. In such event, the Employer shall make a reasonable effort to honor the employee's request.

## Section 2. Rates of Pay

The hourly rates of pay shall be as follows:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
<b>GROUP I</b>	\$22.85	\$23.25	\$23.70	\$24.10	\$24.55
Rate Clerk					
Head Cashier					
<b>GROUP II</b>	\$22.57	\$22.97	\$23.42	\$23.82	\$24.27
Cashier					
Rate Clerk B					
Customer Care Clerk					
Secretary/Stenographer					
OS & D Clerk					
<b>GROUP III</b>	\$22.43	\$22.83	\$23.28	\$23.68	\$24.13
PACS Clerk					
Assistant Cashier					
Receptionist					
Imaging Clerk					
Manifest Clerk					
Billing Clerk					
Special Accounts Clerk					
Code Clerk					
Driver Check In Clerk					
Appointment Clerk					
R&U Clerk					

General Clerk  
File Clerk  
Tracing Clerk

## Entry Rates

Effective April 1, 2008, all regular employees hired on or after that date or employees who are in progression shall receive the following hourly rates of pay:

- (a) Effective first (1st) day of employment - seventy percent (70%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year - seventy-five percent (75%) of the current rate.
- (c) Effective first (1st) day of employment plus two (2) years - eighty percent (80%) of the current rate.
- (d) Effective first (1st) day of employment plus three (3) years - one hundred percent (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 wage and guaranteed cost-of-living adjustments under this Agreement.

Casual rates of pay to be effective on the date of ratification:

	04/01/08	04/01/09	04/01/10	04/01/11	04/01/12
Hourly	\$19.07	\$19.39	\$19.75	\$20.07	\$20.43

- (a) Where only one Rate Clerk is employed, said clerk shall be classified as Rate Clerk “A”.
- (b) Rate Clerk “B” shall become a Rate Clerk ‘A’ after completion of one (1) year of service with his/her present Employer as a Rate Clerk “B”.

(c) Only one employee shall be classified as a Cashier at each terminal.

CLARIFICATION OF (a), (b) and (c): Any Rate Clerk who has already qualified as a Rate Clerk with his/her present Employer, who is now working under another classification because of a reduction of force or because of having exercised his/her seniority, at any time there is a vacancy for a Rate Clerk, either "A" or "B" may bid back on such vacancy; and if assigned shall receive the regular Rate Clerk "A" rate of pay.

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**

The Employer may use the youngest fifteen percent (15%) of the total regular employees (at least one (1) at each terminal) as unassigned employees. Except unassigned jobs shall be bid if requested by Union. These unassigned employees shall work under all conditions of and guarantees of this Agreement except their workweek shall be any five (5) days from Sunday through Saturday. These employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. Unassigned employees shall be advised at the end of their workday when next to report for work, and reporting times shall be chosen in order of their seniority, unless otherwise mutually agreed by the parties hereto. Extra employees shall not be worked on days that unassigned employees do not work, unless unassigned employees are offered the work and reject the same, and are unavailable (this does not apply to premium days and/or overtime work of the unassigned employees).

Unassigned employees will not be forced to work after completing



their forty (40) hour guarantee including holiday pay provided they give the Employer written notice no later than the beginning of his/her workweek.

Within thirty (30) days after ratification of the Agreement, the Local Union shall take a vote of the employees in those locations where unassigned employees are applicable to determine if the majority of the employees desire to have the unassigned positions posted for bids, or to have the youngest fifteen percent (15%) as unassigned.

The results of this one-time vote shall remain in effect for the life of this Agreement. The Local Union shall notify the Employer, in writing, as to the outcome of the vote.

If the employees by majority vote elect to bid the unassigned positions, the applications and interpretations of the previous contracts shall remain in effect.

Should the employees, by majority vote, elect to have the youngest fifteen percent (15%) as unassigned the following shall apply:

(a) An unassigned employee's classification, on a daily basis, shall be determined by his/her first (1st) job assignment and he/she shall be dovetailed into that classification for the days work.

(b) Where unassigned employees are used as supplements ten (10) consecutive workdays at the same start time, or within one (1) hour of the same start time, the Employer shall post a new bid for that start time.

(c) By making the bottom fifteen percent (15%) of the regular employees unassigned, the following would apply in the event of layoffs:

(1) Employees with bid shifts could be notified, at the time of lay-off of unassigned employees, that they fell within the bottom fifteen percent (15%) group and would become unassigned beginning the following Sunday.

(2) When employees were recalled to work, the employees on pre-

vious bids above the fifteen percent (15%) would go back on their old bid.

#### **Section 4.**

There shall be no split shifts for regular employees at any time.

#### **Section 5.**

Overtime shall not be used in making up the weekly guarantee for regular employees.

#### **Section 6.**

There shall be a minimum weekly guarantee of the number of hours pay set out in Section I above, for all regular employees covered by this Agreement at their respective hourly rates of pay, except as provided in Article 55, Section 1(b). The weekly guarantee shall not apply on absence on the part of the employee.

In the event a strike occurs in the jurisdiction of a Local Union, the employees affected by such strike in said Local Union shall not be entitled to the weekly guarantee.

#### **Section 7. Work in Other Classifications**

Employees in any regular work classification may be used in any lower work classification, but for the temporary work done in such lower work classification, shall receive the wage rate for his/her regular work classification. When an employee works two (2) hours or more in a higher classification, he/she will be paid the higher rate for that day.

#### **Section 8.**

At no time will any employee with supervisor authority for the Employer signatory to this Agreement be permitted to perform work covered by this Agreement for his/her Employer or any other Employer signatory to this Agreement except where there are no available qualified employees or except as provided in Article 9 of this Agreement, or as may otherwise be agreed to by Local Unions and Employers.

Supervisory trainees will be permitted to perform work covered by this Agreement only under the instruction of a regular employee covered by this Agreement and said regular employee will be acting as instructor and not performing work while Supervisory trainee is performing work.

### **Section 9.**

Regular employees on layoff status shall be guaranteed eight (8) hours' pay when called to work.

### **Section 10.**

It is agreed that there will be a continuation of the Addendum for New Orleans, Louisiana, for the maintenance of their present Compensation Insurance Clause.

### **Section 11.**

When the starting time is changed the position shall be bulletined as a new position and the employees will be permitted to exercise their seniority. The Employer agrees that if it changes an employee's shift the employee will be given seven (7) days notice of such change prior to the effective date of the change.

### **Section 12.**

If the Employer elects to work regular employees on their sixth (6th) day, seventh (7th) day or on a holiday, seniority and qualifications shall prevail. In all other cases (early call and shift extension), seniority and classification will continue to apply. Where an employee is assigned to a particular route or customer, the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his/her off day, or holiday, such employee must have had eight (8) hours off duty prior to the commencement of the shift on his/her off day or holiday. If an employee works on his/her off day, he/she shall be paid time and one-half (1 & 1/2) for the sixth (6th) day and double time for the seventh (7th) day. If employees are called to work on their sixth (6th) day or seventh (7th) day, in addition to a regular bid shift, they may only exercise their seniority behind the regular bid shift employees.

### **Section 13.**

Where the Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay for the particular week, and shall not be obligated to offer such employee any overtime or premium pay work. Any employee who has broken his/her workweek for any reason shall not be entitled to claim any work occurring outside his/her scheduled workweek.

### **Section 14.**

Employers using employees of another Employer in the same industry, shall pay premium and overtime rates based on hours worked for both Employers by day and/or week.

## **ARTICLE 56. FUNERAL LEAVE**

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:

- (1) To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend, the funeral.
- (2) Pay for compensable funeral leave shall be for the employees' regular shift at the straight-time hourly rate.
- (3) Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, Worker's Compensation, or jury duty.
- (4) The relatives designated shall include brothers and sisters hav-

ing one parent in common; and those relationships generally called “step,” providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

In order to receive pay for time lost, the days involved must be days for which the employee would otherwise be compensated.

If the funeral is beyond three hundred fifty (350) miles of the home domicile the employee could be paid if it falls on a compensable work day or one (1) day of the three (3) paid funeral leave days may be used the day after the funeral, if requested by the employee.

The employee shall be allowed to make up to two (2) additional days lost time on his/her off days ahead of casuals within thirty (30) days providing the employee attends the funeral and makes the request to the Employer. The request must be made as soon as the employee becomes aware of the funeral date. Casual hours worked to replace the absent employee will not count toward adding employees to the regular seniority list.

Make-up days will be at the straight-time hourly rate.

## **ARTICLE 57. ADDENDA**

Addenda or Supplements to this Agreement providing for better wages, hours and working conditions which have previously been negotiated by Local Unions and Southern Region of Teamsters and the Employers and put into effect shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto, except in those instances agreed to by the National Committee.

## **ARTICLE 58. ELIMINATION OF BONUS**

Any employee receiving a bonus or a higher rate of pay at the time of the signing of this Agreement that will be in excess of the increases negotiated shall not be reduced by the Employer as long as the employee continues to work in the same classification, nor shall the Employer be required to give the same amount of increase to that individual, and when the scales negotiated in this Agreement

catch up with the premium being paid by such Employer, the scales negotiated shall prevail.

## **ARTICLE 59. SICK LEAVE**

Sick leave plans in effect at the time of the signing of this Agreement shall remain in effect for employees hired on or before April 1, 1970.

## **ARTICLE 60. MOONLIGHTING**

The Employer shall not employ in any capacity any person who is otherwise regularly employed, provided, however:

(a) This provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the agreement including fringe benefits. Such persons may be continued in employment.

(b) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under the Agreement.

(c) In the event of layoff employees who have regular outside employment shall be first laid off regardless of such employee's seniority standing unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employees having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he/she may have, unless qualified for recall under paragraph (b) above.

Any employee employed under the terms of this Agreement who works a total of forty (40) or more hours a week for one Employer covered by a Local Cartage or Road Agreement shall receive double time for all work in excess of forty (40) hours he/she works in a

workweek from the second (2nd) Employer for whom such hours excess of forty (40) is performed after the Employer is notified by the Local Union.

Employees hired prior to August 1964, or the effective date of the 1964 contract, having two (2) regular (even if part-time) jobs (acquired before August 1964) are protected insofar as their seniority under this Agreement with the following exceptions:

(1) If there is a layoff and employees working exclusively for a trucking company having seniority status would be laid off if the employee with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would be laid off first unless the employee elected to give up the other outside job.

(2) If an employee with lesser seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the employee having exclusive employment under this Agreement would be subject to recall first.

(3) The only time the employee with two (2) regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional employees are needed, subject to paragraph (b), of this Article.

(4) This applies to regular or part-time employees with two (2) jobs.

(5) This shall not prohibit the Local Union and the Employer from working out mutual problems for the benefit of the parties concerned.

(6) The provisions of this Article shall not apply where a full-time employee with seniority in classification covered by this Agreement works on a second job on his/her off-days or off-nights outside of the trucking industry.

## **ARTICLE 61. TERM OF AGREEMENT**

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Agreement between the parties hereto.



## NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

Ken Bryant, Chairman  
John Gale, Co-Chairman  
Howard Boykin  
Gary Brown  
Johnny Gabriel  
Lendon Grisham  
Frank Perkins  
Brent Taylor  
Larry Trotterchaud

FOR THE EMPLOYERS:

TRUCKING MANAGEMENT, INC.  
NATIONAL NEGOTIATING COMMITTEE

Lamar Beinhower, Chairman  
Herb Anthony  
Ron Cook  
Gary Kraus  
Keith Lilly  
Tom Lindner  
John McGrath  
Roger Morrison  
Dan Thomas

IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein

FOR THE UNION:

LOCAL UNION No. \_\_\_\_\_, Affiliate of I. B. of T.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

FOR THE EMPLOYER:

\_\_\_\_\_  
(Employer)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

By \_\_\_\_\_  
(Street)

Its \_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Date Signed)