

**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, 2003, **08** which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

**ARTICLE 40.**

**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.

~~New third (3rd) party business must be by mutual agreement in writing and submitted to the Supplemental Negotiating Committee.~~

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 ~~fifty (50)~~ **one hundred (100)** mile radius.

~~Where there is a dispute as to what operations are agreed to or established interline points, such disputes shall be submitted to the Supplemental Negotiation Committee for resolution within a thirty (30) day period.~~

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.

~~Where the Company has established road peddle operations at satellite terminals, said operations shall be converted to city work within sixty (60) days of the ratification of this agreement. Those drivers presently performing the road peddle duties will merge with the local cartage drivers and the runs shall be subject to bid and seniority.~~

~~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.~~

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 – *No Change***

### **Section 3. Over-the-Road Work – *No Change***

## ARTICLE 41.

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

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

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

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

Change **fifth paragraph** as follows:

Replacement casuals may be utilized by the Employer to replace regular employees when such regular employees are off due to illness, vacations, or other absence, and shall not be counted in the computation of adding employees to the regular seniority list. In order for the Employers utilization of replacement casuals not to be counted in the computation of adding employees to the regular seniority list, the replacement casual must work the shift of the regular employee or within ~~two (2)~~ **three (3)** hours of said regular employee's shift. **In order for a casual to replace a regular employee, such casual must be as qualified and/or more qualified than the regular employee being replaced, otherwise the casual will be counted as a supplemental casual.**

Add NEW LANGUAGE to **end** of Section as follows:

**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 - *No Change***

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

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

**Section 6. Referral Hall - *No Change***

## **ARTICLE 42. SENIORITY**

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

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

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

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

(a) - *No Change*

(b) - *No Change*

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

Regular employees being laid off at the end of their workweek will be eligible for work at .01 a.m. the day following the employees' layoff provided the employee has been off at least eight (8) hours and provided the employee is qualified to perform the required duties. All days worked in the week of layoff will be at the straight time hourly rate of pay. **If a laid off employee is put to work for two (2) days in any workweek, the employee shall be obligated to the Employer for the rest of that workweek. Bonafide absence, or proven sickness or injury**

**shall be a valid exception to this provision. However, should the Employer not offer laid off employee work for a twenty-four (24) hour period, the laid off employee is no longer obligated or required to accept available work that is offered by the Employer for the rest of that work week.**

**Section 3. - *No Change***

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

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

All bids shall be posted **and implemented** at least one (1) time in the month of April and one (1) time in the month of October, and no later than the ~~fifteenth (15<sup>th</sup>)~~ **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. - Change **first paragraph** as follows:**

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 ~~not~~ be required to file or gain approval of the Change of Operations Committee; ~~but shall so advise the Local Union involved and offer employees the right to transfer at their own expense to the new terminal for up to a six (6) month period ahead of new hires.~~

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

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

## **ARTICLE 43. ABSENCE**

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

**Section 2. - *No Change***

(a) *No Change*

(b) *No Change*

**Sick/Personal Leave (c)**

***REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.***

**Alcoholism and/or Drug Addiction**

(d) *No Change*

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

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

**ARTICLE 44 GRIEVANCE COMMITTEES - No Change**

**ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY - No Change**

**ARTICLE 46. DISCHARGE OR SUSPENSION - No Change**

**ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES**

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

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

Add NE W LANGUAGE to **third paragraph** as follows:

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

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

Should the Employer **or Government body** find it necessary to require employees to carry or record full personal identification, **(i.e.: ID Badges)**, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. The

employee will be allowed to have such personal identification requirements made on Company time.

Add NEW LANGUAGE as follows:

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

#### **ARTICLE 48. PAY PERIOD**

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

The Employer may change from the present seven (7) days withheld to fourteen (14) days by giving proper notice to the involved employee and the Local Union, and then withhold one (1) additional day each week until the maximum of fourteen (14) days is withheld. Thursday shall be the payday in the event the withholding period is longer than seven (7) days. **Time waiting for a pay shortage will be paid at the applicable hourly rate while waiting.**

Add NEW LANGUAGE as follows:

**The pay week for all Employees shall be Sunday through Saturday for pay and benefits.**

**The Employer may require its employees to authorize Direct Deposit of the employee’s regular payroll check through Electronic Fund Transfer where it is not in violation of state law.**

**It is understood and agreed that Yellow Transportation will change their pay week to Sunday through Saturday for pay and benefits, effective October 01, 2010. Should the corporation determine that an extension to the effective date is necessary, it will notify the Southern Region Negotiating Committee, in writing, of the extension required and the new effective date, recognizing that time is of the essence.**

#### **ARTICLE 49. WASH ROOMS AND LUNCH ROOMS**

Change **last paragraph** as follows:

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

## ARTICLE 50. HEALTH AND WELFARE

“Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

## ARTICLE 51. PENSION

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

## ARTICLE 52. VACATIONS - *No Change*

## ARTICLE 53. HOLIDAYS

Change **sixth paragraph** as follows:

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

**day the following week, provided the employee gives the company seven (7) days written notice prior to the actual date of the holiday.**

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

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

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

The employees will be entitled to two (2) ten (10) minute breaks per shift. **There will be an additional ten (10) minute break after the tenth (10<sup>th</sup>) hour and once every two (2) hours thereafter.**

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

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

## **ARTICLE 55.**

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

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

The parties hereto recognize, however, that because of changing conditions of employment, it may be mutually beneficial to both the Employer and the employees to establish a four (4) ten hour day workweek, time and one-half (1-1/2) after ten (10) hours per day and/or forty (40) hours per week. The Employer may establish by proper bid four (4) consecutive days of ten (10) hours each, or four (4) days of ten (10) hours each with two (2) consecutive off days. If established by the Employer, a minimum of ten percent (10%) of the number of employees in any classification must be bid. Such bids may be canceled at any time by the Employer without regard to Article 6 of this Agreement. Further, the Southern Region Area Grievance Committee is specifically authorized upon proper complaint filed by the affected Local Union that this provision is being abused, to cancel such bids of 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.**

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

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

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

The hourly rate of pay shall be as follows:

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

**Entry Rates (New Hires)**

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

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

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

Change Casual rates of pay as follows:

Casual rates of pay to be effective on the date of ratification:

The hourly rate for Dock only casuals shall be as follows:

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

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

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

**Classification:** Change (a) as follows:

(a) ~~Where two (2) or more hostlers are bid at the same starting time, seniority shall prevail at the beginning of the shift only on dock or linehaul hostling.~~ **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) - *No Change*

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

**Section 4. - No Change**

**Section 5. - No Change**

**Section 6. - No Change**

**Section 7. - No Change**

**Section 8. Work in Other Classifications - No Change**

**Section 9. - No Change**

**Section 10. - No Change**

**Section 11. - No Change**

**Section 12. - No Change**

**Section 13. - Change first paragraph as follows:**

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)~~ **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 (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 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. - No Change**

**Section 15. - No Change**

**Section 16. - No Change**

**Section 17. Protective Equipment - No Change**

**ARTICLE 56. LEASED EQUIPMENT - No Change**

**ARTICLE 57. FUNERAL LEAVE**

***Add NEW LANGUAGE as follows:***

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

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

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

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

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