

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20008



C. THOMAS KEEGEL
General Secretary-Treasurer

202-624-8800
www.teamsters.org

MEMORANDUM

TO: LOCAL UNIONS: 7, 17, 25, 26, 41, 50, 61, 63, 70, 79, 85, 87, 89, 104, 107, 135, 170, 171, 174, 213, 222, 229, 238, 251, 279, 328, 340, 355, 364, 375, 384, 385, 391, 402, 404, 406, 431, 439, 449, 509, 512, 528, 533, 534, 560, 580, 597, 600, 612, 618, 633, 641, 653, 671, 676, 677, 682, 696, 701, 707, 728, 745, 763, 769, 773, 856, 955, 961, and 992

Walter A. Lytle, Central Region Freight Coordinator
Ernie Soehl, Eastern Region Freight Coordinator
Ken Bryant, Southern Region Freight Coordinator
Bob Paffenroth, Western Region Freight Coordinator

FROM: Tysun Johnston, International Vice President &
Director, National Freight Division

DATE: June 11, 2009

Re: YRC - MR-CO-14-06/2009 Correction to Decision

There were two (2) typographical errors in the original decision rendered by the Committee and these errors are hereby corrected and this document shall be incorporated into the final decision.
Provision 19 reads: "The request of the Local Union to allow 1 janitor the opportunity to transfer from Elizabeth, NJ (Local 641) to Trenton, NJ (Local 707) is approved."

Should read: 19. "The request of the Local Union to allow 1 janitor the opportunity to transfer from E. Brunswick, NJ (Local 641) to Trenton, NJ (Local 707) is approved."

Provision 21 reads: "The request of Local Union 707 to allow those local cartage employees who relocated from Stroudsburg to Local 707 under the YRC Cut Over Change of Operations be allowed to retreat to Stroudsburg on a seniority doetail basis and then be allowed to bid out of Stroudsburg under this decision is approved."

Should read: 21. "The request of Local Union 707 to allow those employees who relocated from Stroudsburg to Local 707 under the YRC Cut Over Change of Operations be allowed to retreat to Stroudsburg on a seniority doetail basis and then be allowed to bid out of Stroudsburg under this decision is approved."

Please acknowledge receipt of this notification by facsimile (telephone: 202/624-8722). Thank you.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
 General President
 St
 25 Louisiana Avenue, NW
 Washington, DC 20001

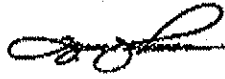


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MEMORANDUM

TO: LOCAL UNIONS: 7, 17, 25, 26, 41, 50, 61, 63, 70, 79, 85, 87, 89, 104, 107, 135, 170, 171, 174, 215, 222, 229, 238, 251, 279, 326, 340, 355, 364, 375, 384, 385, 391, 402, 404, 406, 431, 439, 449, 509, 512, 528, 533, 554, 560, 580, 597, 600, 612, 618, 633, 641, 653, 671, 676, 677, 682, 696, 701, 707, 728, 745, 763, 769, 773, 856, 955, 961, and 992

Walter A. Lytle, Central Region Freight Coordinator
 Ernie Soehl, Eastern Region Freight Coordinator
 Ken Bryant, Southern Region Freight Coordinator
 Bob Paffenroth, Western Region Freight Coordinator

FROM: Tyson Johnson, International Vice President & Director, National Freight Division 

DATE: June 10, 2009

Re: YRC - MR-CO-14-06/2009 Decision

Please be advised that the YRC Multi-Region Change of Operations MR-CO-14-06/2009 was heard at the Sheraton Gateway Suites O'Hare on Thursday, June 4, 2009.

The Decision: Mr. Chairman, I move the Company's proposed Change of Operations be approved as clarified and stipulated to on the record with the following provisions. Agreements reached by the Company and the Unions on the record are incorporated by reference in this decision as being final and binding.

1. The Company's method of bidding, to be conducted on a follow the work basis with the opportunity to bid being offered to both the active and inactive employees at each of the affected losing locations and the implementation being conducted over a period of time commencing June 14, 2009, and completed no later than June 28, 2009, excluding Stroudsburg, which shall be completed no later than July 29, 2009, is approved.

2. Bidding shall be on a seniority basis recognizing each employee's present bidding and layoff seniority date. Successful bidders shall be dovetailed on the applicable seniority list at the location they bid into based on their present bidding seniority date.
3. Employees bidding into an Eastern Region location that has a single-line seniority practice (common road/local cartage seniority list) must remain in the classification they bid into for a one (1) year period, unless the next annual bid occurs at least nine (9) months following the date the transfer became effective.
4. Employees transferring into a gaining location where there are senior employees on layoff, such senior employee may not exercise seniority to displace the transferring employee, unless and until such time as the senior employee is recalled to active status for regular work opportunity by letter of recall, or the equivalent thereof, at which time the senior employee shall be dovetailed on the active seniority list based on his present bidding and layoff seniority date.
5. Employees who are on long-term disability (LTD) shall be allowed to participate in the bidding process and if successful, such employee is not able to claim his bid at the time of implementation because of the disability, that position shall be offered, on a seniority basis, to those employees at the losing location affected who did not have an opportunity to bid at the time of the original bid on a "hold-down" basis. Hold-down bidders shall be dovetailed on the applicable seniority list at the gaining location affected, based on present bidding and layoff seniority dates, but shall not be entitled to any lodging or relocation allowances provided under the terms of Article 8 Section 6 of the NMFA. Provided however, if it is determined the LTD employee will never be able to return to active employment and claim his bid the hold-down employee shall be considered as a successful bidder at the time of the original bid and be entitled to all of the provisions set forth in this decision. If the LTD employee is released to return to active employment and claims his bid, the hold-down employee will be given the opportunity to either remain at the gaining location and be given a new bidding and layoff seniority date as of the date the hold-down bid became effective or return to the location he transferred out of on a seniority dovetail basis.
6. Employees who have been discharged and whose discharge is pending resolution under the terms of the NMFA and the applicable Supplemental Agreement shall be allowed to participate in the bidding process.
7. Employees who are on layoff shall be afforded work opportunity under the provisions of Article 3, Section 2, where applicable, and Article 5, Section 5 of the NMFA, on a system wide basis.
8. There shall be a 180 day widow period during which time employees who were not afforded the opportunity to successfully claim a gaining position at the time of the

original bid shall be afforded the opportunity to bid, on a seniority basis, a position that may become available as the result of a need to add additional employees at a gaining location ahead of new hires and the recalling of employees on lay off.

9. Employees transferring under this decision shall not have their earned vacation adversely affected and vacation entitlement shall be paid in accordance with the Southern Region "Letter of Understanding".
10. Health and welfare and pension contributions paid on behalf of employees relocating under this decision shall continue to be paid into the respective trusts such contributions were being paid immediately prior to the date the employee relocated.
11. The request of Local 7 to allow local cartage employees the opportunity to transfer to Coldwater, MI is denied.
12. The requests of various Local Unions that have 2 or more terminals located within their jurisdiction and that are being affected by this decision, to have the right, on an individual Local Union basis, to merge the affected seniority lists of the respective terminals on a seniority dovetail basis for bidding purposes, is referred back to the affected Local Union and the Company for resolution.
13. The request of Local Union 170 to allow additional local cartage relocation opportunities is denied.
14. The statement of the Company on the record that the office clerical employees transferring, if any, from Stroudsburg to Scranton will be transferring into a union represented office is recognized and approved by the Committee.
15. Following the formal testimony of the Eastern Region local unions, the Committee was advised and presented with a written copy of adjustments the Company and the affected local unions had agreed to in regards to the transfer of work among Philadelphia, Dover, Wilmington and Camden and that written agreement was submitted to the court reporter and is approved and will be incorporated into the record.
16. The request of Local Union 355 to allow 3 road drivers the opportunity to transfer to Hagerstown is denied.
17. As stated by the Company on the record 1 (one) local cartage employee will be afforded the opportunity to transfer from Athens, GA to Greenville.
18. The request of Local Union 560 to allow 5 (five) local cartage employees the opportunity to transfer from Local 560 to Patterson, NJ (terminal 126) is approved.

19. The request of the Local Union to allow 1(one) janitor the opportunity to transfer from Elizabeth, NJ (Local 641) to Trenton, NJ (Local 701) is approved.
20. The request of Local Union 677 to reconstruct the seniority dates of those individuals who relocated under the provisions of Article 5, Section 5 of the NMFA is denied.
21. The request of Local Union 707 to allow those local cartage employees who relocated from Stroudsburg to Local 707 under the YRC Cut-Over Change of Operations be allowed to retreat to Stroudsburg on a seniority dovetail basis and then be allowed to bid out of Stroudsburg under this decision is approved.
22. The Company's proposal to reduce the number of local cartage relocation opportunities from Daytona, FL to Jacksonville, FL from 2 to 1 is approved.
23. Based on the decision rendered in the YRC Cut Over Change of Operations relative to the realignment of the same zip codes in Chattanooga, TN that are now involved in this decision, the Committee finds that there shall be no opportunity for employees to relocate from Chattanooga, TN (Local 528) to either Muscle Shoals, AL (Local 402) or Birmingham, AL (Local 612). In addition, 4 (four) of those employees who bid out of the pool into Chattanooga, TN in the YRC Cut-Over Change of Operations, as a result of the zip code realignment included in this decision, will be afforded retreat rights, on a seniority basis, back to the location they bid out of, on a dovetailed seniority basis.
24. The request of Local Union 612 to allow local cartage employees retreat rights from Chattanooga, TN back to Gadsdon, AL is denied.
25. The request of Local Union 728 for a master seniority bidding process to fill the gaining positions involved and that are affected within the Local 728 jurisdiction is approved.
26. The request of Local 528 to allow those 4 (four) local cartage employees who will be laid off at Athens, GA as a result of this decision be dovetailed on the inactive seniority list in Lawrensville, GA is approved.
27. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8 Section 6 (c) of the NMFA; provided however, the Company's proposal, on a voluntary individual basis, to provide \$3,150 in lieu of temporary hotel lodging and in lieu of relocation expenses a flat amount based on miles between an employee's present location and the location transferring to; 51 - 500 miles \$2,500; 501 - 1000 miles \$3,500; and, over 1000 miles \$ \$4,000, is approved.

28. This decision is made taking into consideration the unusual facts involved, in part, and is rendered under the authority of Article 8, Section 6 (6)(g) of the National Master Freight Agreement.
29. The Committee shall retain jurisdiction of this decision for a period of 1 (one) year to resolve any disputes that may arise under the terms of the decision.
30. This decision is not intended to be in violation of the terms and conditions of the NMFA or any of its Supplemental Agreements.

**Please acknowledge receipt of this notification by facsimile (telephone: 202/624-8722).
Thank you.**