

**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 Local Freight Forwarding Pickup and Delivery Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2003, **08** which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. - No Change

Section 2. Probationary Employees - No Change

Section 3. - Casual Employees

Add NEW LANGUAGE 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 4. Preferential Casuals - *No Change*

Section 5. Student Driver - *No Change*

Section 6. City or Local Work - *No Change*

Section 7. Pickup and Delivery Limitations - *No Change*

Section 8. Pickup and Delivery - *No Change*

Section 9. Addenda - *No Change*

ARTICLE 41. ABSENCE

Section 1. Time off For Union Activities - *No Change*

Section 2. Leave of Absence

(a) *No Change*

(b) *No Change*

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

Accrual and cash out dates for sick leave will move from April 1 to January 1 effective

January 1, 2009. Employees will accrue five (5) days between 04/01/08 and 12/31/08 with any cash out on January 1, 2009. No employee would lose their entitlement to the cash out on January 1, 2009, because of the “ninety (90) days of compensation rule”.

Alcoholism and/or Drug Addiction

(d) *No Change*

Jury Duty (e) - Change first paragraph as follows:

(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 unreasonably be required to report for work that particular day.

ARTICLE 42. SENIORITY

Section 1. Seniority Rights Shall Prevail

Add NEW LANGUAGE to **eighth 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. - No Change

Section 3. Reduction in Force - No Change

Section 4. Vacancies and New Runs

Add NEW LANGUAGE to (a) as follows:

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) *No Change*
- (c) *No Change*
- (d) *No Change*

At Point of First Destination - *No Change*

- (e) *No Change*

Add NEW LANGUAGE to **second paragraph** of (f) as follows:

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) *No Change*
- (h) *No Change*

Section 5. Time Off

Add NEW LANGUAGE as follows:

Bid Drivers may drop their sixth (6th) trip on six (6) day turn around runs, or sixth (6th) 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 - *No Change*

ARTICLE 43. GRIEVANCE COMMITTEES - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

ARTICLE 45. DISCHARGE OR SUSPENSION - *No Change*

ARTICLE 46. 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.

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

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 (3rd) 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 **sixth 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 47. MEAL PERIOD - *No Change*

ARTICLE 48. LODGING

Change **ARTICLE** as follows:

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, ~~except in dormitories at company owned terminals~~, 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 ~~in the building~~. Hotel rooms ~~and dormitories~~ shall be equipped with blinds or draperies or be suitably darkened during daylight hours. ~~(Where two (2) men are assigned to a twin bedded room at a hotel at the same time, it will be permissible. After an employee is sent to bed at a hotel room, then it will not be permissible to send another employee to share that room where it will result in a break in the first (1st) employees rest.)~~

All accommodations shall be equipped with showers and/or bath, and air-conditioned. There shall be no bunk beds or double beds. ~~Dormitories in newly constructed terminals must be sound proofed. In all terminals with dormitories there shall be a drivers' waiting room maintained at present day standards.~~ 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. ~~Existing dormitories or other accommodations operated as dormitories may be continued on the basis of two (2) drivers per room provided that they are from the same domicile and are put to bed within one (1) hour of each other.~~

~~Dormitories which are commenced to be constructed shall provide one (1) driver per room. This provision shall not apply until such accommodations are available.~~

~~The parties agree that the schedule for phasing out of all remaining ABF dormitories and bunk rooms will be as follows: Effective 04/01/03: Avanel, NJ; Jacksonville, FL; Memphis, TN; Miami, FL; Moline, IL; Nashville, TN; Peoria, IL; Waco, TX. Effective Date of Ratification: Erie, PA; Fayetteville, AR; Fort Smith, AR; Rochester, NY; Shreveport, LA. Effective 04/01/04: Indianapolis, IN; Oklahoma City, OK; St. Louis, MO. Effective 04/01/06: Cape Girardeau, MO; Carlisle, PA; Dayton, OH; Little Rock, AR.~~

~~The elimination of mandatory sleeping quarters as spelled out above does not prohibit the company from offering these facilities to drivers on a strictly voluntary basis.~~

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid ~~twenty-five dollars (\$25.00)~~ **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 ~~twenty-five dollars (\$25.00)~~ **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. ~~By mutual agreement between the parties employees may be housed or lodged in a dormitory in the company's terminal.~~

~~Such dormitory shall provide accommodations for each employee and all of the facilities and conveniences of a Class A hotel, including but not limited to janitor service, clean sheets, pillow cases blankets, air conditioning and proper sanitary conditions. Hotel rooms and dormitories shall be equipped with blinds or drapes or be suitably darkened during daylight hours. (Dormitories that are now in use that have been approved may be continued.)~~

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

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 50. PAID FOR TIME

Section 1. General - *No Change*

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

Section 3. Layover - *No Change*

Meal Allowance - Change **first paragraph** as follows:

Employees shall receive a meal allowance of ~~twelve dollars (\$12.00)~~ **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.

Change **second paragraph** of **Meal Allowance** as follows:

When on a compensable layover on Sundays and holidays, there shall be a meal allowance of ~~twelve dollars (\$12.00)~~ **fourteen dollars (\$14.00)** ; five (5) hours thereafter, another meal allowance of ~~twelve dollars (\$12.00)~~ **fourteen dollars (\$14.00)** ; and five (5) hours later a third (3rd) meal allowance of ~~fourteen dollars (\$14.00)~~ **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.

Delete **fourth paragraph** of **Meal Allowance** as follows:

~~Beginning with the third (3rd) year of this Agreement, all meal allowances will increase an additional one dollar (\$1.00) each.~~

Section 4. Breakdown, Impassable Highways - *No Change*

Section 5. Deadheading - *No Change*

Section 6. Bobtailing - *No Change*

Section 7. Protective Equipment - *No Change*

ARTICLE 51. MILEAGE AND HOURLY RATES

Section 1. Rates of Pay - Change mileage rates of pay as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

Single Axle Units
Tandem Axle Units
Tandem Axle 5-Units
Double Bottoms Not to
Exceed 30' Trailers
Double Bottoms Over 30'
Trailers or More
Than 2 Trailers

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

(b) *No Change*

Change hourly rates as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

Hourly

Entry Rates (New Hires) - Change language as follows:

Effective April 1, 1998 **2008**, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

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 and/or mileage rate of pay for the job classification, including all wage and cost-of-living adjustments payable under this Agreement.

Section 2. Ammunition and Explosives - No Change

Section 3. Logging and Correction of Mileage - No Change

ARTICLE 52. GUARANTEES

Section 1. - No Change

Section 2. - No Change

Section 3. - No Change

Section 4. - No Change

Section 5. - No Change

Section 6. - No Change

Section 7. - Delete second paragraph as follows:

~~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.~~

ARTICLE 53. SLEEPER OPERATION

Section 1. Mileage Rates - Change mileage rates of pay as follows:

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.

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

The following rates of pay shall prevail for the two-man operation:

(a) Two Man Rate Single
Trailer
Single Man,
Single Trailer

(b) Two Man
Double Trailer
Single Man,
Double Trailer

(c) Two Man Rate
Double Trailers
Exceeding Two
30' Trailers or More
than Two Trailers
Single Man Rate
Double Trailers

Exceeding Two
30' Trailers or More
than Two Trailers

Section 2. Hourly Rates - Change hourly rates of pay as follows:

SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

Hourly

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.

Entry Rates (New Hires) Change language as follows:

Effective April 1, 1998 **2008**, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

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 and/or mileage rate of pay for the job classification, including all wage and cost-of-living adjustments payable under this Agreement.

~~There shall be full allowance for time spent taking fuel and oil enroute between terminals, provided the first full service fuel stop is free. Full allowance for all additional fuel stops.~~
Drivers will be paid fifteen (15) minutes for each one thousand (1000) miles for fueling stops. Equipment will be fueled prior to departure.

Section 3. Dispatch Method - No Change

Section 4. - No Change

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

Change **second paragraph** as follows:

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

Change **third paragraph** as follows:

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 (1)~~ **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.

Section 6. Bedding and Equipment

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

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.

Change **second paragraph** as follows:

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 ~~three (3)~~ ***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 - No Change

Section 8. Call Times - No Change

Section 9. Foreign Power Dispatch Method - No Change

Section 10. - No Change

Section 11. - No Change

Section 12. - No Change

Section 13. Dispatch Rules - No Change

Section 14. New Sleeper Equipment - No Change

Section 15. - *No Change*

Section 16. Vacation - *No Change*

Section 17. National Sleeper Committee - *No Change*

Section 18. - *No Change*

ARTICLE 54. OWNER/OPERATORS - *No Change*

ARTICLE 55. VACATIONS - *No Change*

ARTICLE 56. HOLIDAYS

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

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight time hours, in addition 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.”

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.”

ARTICLE 59. STEEL HAUL ONLY - *No Change*

ARTICLE 60. PERISHABLE COMMODITIES ONLY - *No Change*

ARTICLE 61. FUNERAL LEAVE

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

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

ARTICLE 62. MOONLIGHTING - *No Change*

ARTICLE 63. TERM OF AGREEMENT - *No Change*