

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

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

**In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of these proposals during the course of negotiations.
Submitted 9/13/07**

ARTICLE 40. SCOPE OF AGREEMENT

Section 3. Casual Employees

ADD NEW at end of third paragraph: 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.

ADD NEW to end of fifth paragraph: The number of supplemental casuals shall not exceed ten percent (10%) the number of regular employees on the shift they are supplementing.

ADD NEW to the end of the sixth paragraph: The exception to the above, in cases of a regular employee retiring, quits, is terminated, or any other reason leaves, the Employer will hire a new employee to replace that person within fourteen (14) days.

NEW SECTION as follows:

When an opening for a regular position occurs in the over-the-road classification, employees on the Local Cartage Seniority Roster, Office Clerical Seniority Roster and Garage Seniority Roster in the same terminal will be notified of such opening, and those employees who sign up to transfer and are qualified to perform over-the-road work will be offered first (1st) opportunity for, regular employment as an over-the-road employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

It is understood, however, that such offer to these employees will only be made after the obligation set forth in Article 5, Section 5 of the National Master Freight Agreement has been fully satisfied. An employee who accepts transfer under the provisions of this Section will retain overall seniority for fringe benefit purposes only, but will be placed at the bottom of the over-the-road seniority list and establish a new seniority date for bidding and layoff purposes as of the first (1st) day worked in the over-the-road classification.

When an opening for a regular position occurs in the Local Cartage Seniority Roster, employees on the Office Clerical Seniority Roster, Garage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work

will be given first opportunity for regular employment as a Local Cartage employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

When an opening for a regular position occurs in the Office Clerical Seniority Roster, employees on the Local Cartage Seniority Roster, Garage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as an Office Clerical employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

When an opening for a regular position occurs in the Garage Seniority Roster, employees on the Office Clerical Seniority Roster, Local Cartage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as a Garage employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

ARTICLE 41. ABSENCE

Section 2. (c) Sick/Personal Leave

ADD the following after the first sentence: Employees will accumulate five (5) sick/personal days commencing on the first date of hire.

ADD NEW to the end of the Section: Sick/personal leave to be paid on an hourly basis if a person goes home sick during a shift, a person should be able to use sick leave time for the rest of that day and will not have to obtain a doctor's excuse to keep from being an unexcused absence.

Section 2. (e) Jury Duty

In the second paragraph DELETE the word: unreasonably.

ARTICLE 42. SENIORITY

Section 1. Seniority Rights for Employees Shall Prevail

ADD NEW to end of eighth paragraph: A copy of any revisions or changes shall be sent to the Local Union.

Section 3. Reduction in Force

ADD NEW paragraph after first paragraph as follows: When any employee is in layoff status, at any terminal, the Employer shall not offer or force any employee (regular, laid off, out-of-classification, casual) overtime work. Should an Employer violate this Section by offering or forcing overtime on any employee (regular, laid off, out-of-classification, casual) all employees at that terminal in laid off status shall be returned to regular status the day immediately following the day the overtime was worked and the Employer will be responsible for those employees weekly guarantees. No casual can work if there is a regular employee in laid off status.

ADD NEW to the third paragraph: 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 4. Vacancies and New Runs

ADD the following to the end of the third paragraph: Bids may not be delayed in excess of four (4) hours.

In fifth paragraph CHANGE: six (6) months to three (3) months.

ADD NEW to the end of the sixth paragraph: Drivers may drop their sixth (6th) trip at the drivers option on turn run or their third (3rd) trip on lay downs.

ADD NEW after second paragraph: A bid driver will not be forced to run warm ups or cool downs or fun past his bid destination, and back to his home terminal.

Section 4. Vacancies and New Runs

At Point of First Destination

REPLACE the sixth paragraph with the following:

Drivers at the point of second destination shall return to home on their fourth (4th) dispatch.

ADD NEW paragraph as follows: No foreign power should be used at a domicile when a driver is used on layoff. When a foreign power is used at the domiciled terminal it should be counted to get laid off employees returned to work and new hires.

(f)

REPLACE first paragraph with the following:

Road drivers may drop and hook at all terminals except those with hostlers on duty. The pay for the road driver will be fifteen (15) minutes per pin.

ADD NEW paragraph as follows: Road drivers may not perform drop and hook as long as there are CDL qualified employees on duty and a penalty for failure to hook a road driver will be four (4) hours. Qualified city employees will hook all equipment.

In the second paragraph, third sentence DELETE the word: not.

In the second paragraph, last sentence CHANGE: four (4) hours to eight (8) hours.

Section 5. Time Off

REPLACE third paragraph with the following: When an extra board driver has performed five (5) 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 ten (10) 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 fifteen (15) tours of duty, on request. The driver may take the time off only after the fifth (5th), or tenth (10th) or fifteenth (15th) tour of duty.

In the tenth paragraph, REPLACE with the following: An extra board employee shall not be compelled to report to work at home terminal until he/she has had ten (10) hours of undisturbed rest.

ADD NEW at the end of the eleventh paragraph: Penalty for holding a driver at foreign terminal over his rest when there is freight available at the hourly rate.

ADD NEW Section as follows:

Extra Board drivers can slide two (2) call blocks upon arrival.

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 4. Examination of Records

ADD NEW paragraph: When the Local Union requests information in regard to a specific grievance, the Employer shall provide this information within five (5) days.

ARTICLE 46. EXAMINATIONS AND IDENTIFICATION FEES

In the first paragraph, first sentence DELETE: or the Employer.

In the first paragraph, first sentence DELETE: however.

In the first paragraph, last sentence REPLACE to read as follows:

The Employer shall not pay for any time spent in the case of applicants for jobs. The Employer shall be responsible to other employees for all time spent at the place of examinations.

ADD to the end of the first sentence in the first paragraph: this includes any costs related to maintaining a CDL (Haz-Mat tests, DOT Physicals, fingerprints, etc.).

DELETE: second paragraph.

In the fourth paragraph, REPLACE the last sentence with the following:
Back pay shall be awarded when the third doctor sides with the Union doctor.

In the sixth paragraph AMEND to read 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 paragraph as follows: Should any employee become physically unable to hold a CDL or DOT card but is able to perform dock duties, the Company will post a dock bid for that employee.

ADD NEW paragraph as follows: Employees may use DOT Physician of their choice and be reimbursed.

ADD NEW paragraph as follows: Employer shall be required to obtain "free pass" and "toll tags", etc. and maintain an adequate supply for all drivers.

ARTICLE 48. LODGING

ADD NEW paragraph as follows: A Hotel Inspection Committee will be developed and remain intact during the life of this Agreement for the purpose of inspecting hotels prior to utilization by the Employer.

In the seventh paragraph CHANGE: twenty-five dollars (\$25.00) to fifty dollars (\$50.00).

In the seventh paragraph last sentence DELETE: beyond thirty (30) minutes.

ARTICLE 49. PAY PERIOD

ADD NEW paragraph: The workweek for all Employees shall be Sunday through Saturday for pay and benefits.

ADD NEW at the end of the second paragraph: Time waiting for a pay shortage will be paid at the applicable hourly rate while waiting.

ARTICLE 50. PAID FOR TIME

Section 1. General

Guarantees/DOT Inspections

In the first sentence DELETE: over fifteen (15) minutes.

In the last sentence DELETE: over thirty (30) minutes.

Section 3. Layover

Throughout the Section CHANGE: fourteenth (14th) hour to eighth (8th) hour.

Meal Allowance

AMEND to provide: an increase of one dollar (\$1.00) for each meal allowance.

Section 4. Breakdown, Impassable Highways

In the first paragraph CHANGE: eight (8) hours to ten (10) hours.

ARTICLE 52. GUARANTEES

Section 3.

ADD NEW sentence as follows: Drivers on a VIA dispatch will receive a thirty (30) minute guarantee minimum.

In the first sentence DELETE: without compensation.

ADD NEW sentence as follows: Company to provide transportation.

Section 5.

DELETE

ARTICLE 53. SLEEPER OPERATION

Section 2. Hourly Rates

ADD NEW paragraph at the end as follows: Eliminate metro shuttle work for sleepers at away from home domiciles and be paid at hourly rate/mileage rate, whichever is greater, for shuttle work in major metro areas such as Los Angeles, Chicago, Dallas, San Francisco, etc.

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

Throughout the first paragraph CHANGE: tenth (10th) hour to eighth (8th) hour.

DELETE: second paragraph.

Section 6. Bedding and Equipment

ADD NEW sentence as follows: All sleeper equipment is to be assigned to teams.

In the second paragraph DELETE: limited to three (3) hours

Section 15.

In the first sentence CHANGE: allowed fifteen (15) minutes to paid all time

Section 16. Vacation

REPLACE first three paragraphs with the following:

SEE ARTICLE 55. VACATIONS

(Has full applicable to sleeper vacation formula.)

ARTICLE 55. VACATIONS

Section 1.

ADD NEW at the end of seventh paragraph: All vacation compensation received in lieu of taking days shall be taxed at the employee's regular tax rate.

Throughout this Article, **CHANGE** fifteen percent (15%) to twenty percent (20%).

Incremental Vacations

REPLACE first two sentences with the following:

Employees shall be able to take all earned vacation one (1) day at a time.

In third paragraph CHANGE: forty-eight (48) hours to two (2) hours.

In third paragraph, ADD NEW sentence between third and fourth sentence:
Notice will be exempt when calling in for an emergency vacation and will not be unjustifiably denied.

Section 2.

DELETE in first paragraph: second (2nd) and third (3rd) sentences.

In second paragraph, DELETE: on sixty percent (60%).

Section 3.

Last paragraph, REPLACE last sentence, with the following:

Lost time from work due to an on-the-job injury will be counted as "time worked" when calculating vacation.

ARTICLE 56. HOLIDAYS

REPLACE the fifth paragraph with the following:

Regular road drivers performing work on the holidays stated above shall be paid a total of eight (8) straight time hours, in addition to their holiday pay.

ARTICLE 58. PENSION

ADD NEW to the end of the first paragraph: The Employer shall pay pension contributions for all sixth (6th) and seventh (7th) day worked by the employee.

ARTICLE 61. FUNERAL LEAVE

REPLACE first paragraph with the following:

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter, grandparents, step-parents, grand children) a regular employee shall be entitled to five (5) days off with pay. In the event of a death of an employees mother-in-law, father-in-law, or spouse's brother, sister or spouse's brother-in-law or sister-in-law, a regular employee shall be entitled to two (2) days off with pay. A regular employee shall be entitled to five (5) 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 if all other conditions set forth herein are met:

DELETE: seventh (7th) paragraph.

**SOUTHERN REGION
LOCAL FREIGHT FORWARDING PICK-UP AND DELIVERY
SUPPLEMENTAL AGREEMENT**

**Covering
DRIVERS EMPLOYED BY
PRIVATE, COMMON, CONTRACT, AND
LOCAL CARTAGE CARRIERS**

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of these proposals during the course of negotiations.

Submitted 9/13/07

ARTICLE 40.

Section 1. Scope of Agreement

ADD to the end of the first paragraph: furthermore, Road employees will not be allowed to pick up or deliver truck loads to any customer normally serviced by Local Cartage either in route to terminal or past that has a negative effect on the terminal.

REPLACE the last paragraph, second sentence with the following: No interlining of freight within the one hundred (100) mile radius.

In the fourth paragraph CHANGE: fifty (50) mile to one hundred (100) mile.

DELETE: last paragraph.

Section 3. Over-the-Road Work

ADD to the end of the last paragraph: with the exception of city employees in laid off status who may run in the road classification.

ARTICLE 41.

Section 2. Casual Employees

In the second paragraph, first sentence CHANGE: four (4) hours to six (6) hours.

ADD NEW to end of the second paragraph: All hours worked will be counted toward adding regulars to the seniority list.

ADD NEW to end of fourth paragraph: Casuals will be required to become driver qualified within sixty (60) days.

ADD NEW at end of the fourth paragraph: Once a casual has obtained a CDL or is hired with a CDL, the Employer has sixty (60) days to have such employee "Company Qualified."

ADD NEW at end of fifth paragraph: 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.

In the seventh paragraph, CHANGE: six (6) man-hours to four (4) man-hours.

ADD NEW to end of seventh paragraph: The number of supplemental casuals shall not exceed ten percent (10%) the number of regular employees on the shift they are supplementing.

ADD NEW to the end of the seventh paragraph: The exception to the above, in cases of a regular employee retiring, quits, is terminated, or any other reason leaves, the Employer will hire a new employee to replace that person within fourteen (14) days.

NEW SECTION as follows:

When an opening for a regular position occurs in the over-the-road classification, employees on the Local Cartage Seniority Roster, Office Clerical Seniority Roster and Garage Seniority Roster in the same terminal will be notified of such opening, and those employees who sign up to transfer and are qualified to perform over-the-road work will be offered first (1st) opportunity for, regular employment as an over-the-road employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

It is understood, however, that such offer to these employees will only be made after the obligation set forth in Article 5, Section 5 of the National Master Freight Agreement has been fully satisfied. An employee who accepts transfer under the provisions of this Section will retain overall seniority for fringe benefit purposes only, but will be placed at the bottom of the over-the-road seniority list and establish a new seniority date for bidding and layoff purposes as of the first (1st) day worked in the over-the-road classification.

When an opening for a regular position occurs in the Local Cartage Seniority Roster, employees on the Office Clerical Seniority Roster, Garage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as a Local Cartage employee ahead of any employee who is not on a seniority list of the Employer,

including employees subject to selection as described in Article 41 of this Agreement.

When an opening for a regular position occurs in the Office Clerical Seniority Roster, employees on the Local Cartage Seniority Roster, Garage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as an Office Clerical employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

When an opening for a regular position occurs in the Garage Seniority Roster, employees on the Office Clerical Seniority Roster, Local Cartage Seniority Roster, and Over-the-Road Seniority Roster at the same terminal will be notified of such opening. Employees who sign up to transfer and are qualified to do the work will be given first opportunity for regular employment as a Garage employee ahead of any employee who is not on a seniority list of the Employer, including employees subject to selection as described in Article 41 of this Agreement.

ARTICLE 42. SENIORITY

Section 1. Seniority Rights for Employees Shall Prevail

ADD NEW to end of ninth paragraph: A copy of any revisions or changes shall be sent to the Local Union.

REPLACE the twelfth paragraph with the following:

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. The overtime hours worked by all employees will be totaled daily and will be considered excessive overtime. For every eight (8) 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 overtime hours.

ADD NEW paragraph as follows: Should no employee be in lay off status, these excessive overtime hours will be used in calculating the thirty (30) day in a sixty (60) day calendar month provided for in Article 41, Section 2.

Section 2. Reduction in Force

Layoff and Recall

ADD NEW paragraph after first paragraph as follows: When any employee is in layoff status, at any terminal, the Employer shall not offer or force any employee (regular, laid off, out-of-classification, casual) overtime work. Should an Employer violate this Section by offering or forcing overtime on any employee (regular, laid off, out-of-classification, casual) all employees at that terminal in laid off status shall be returned to regular status the day immediately following the day the overtime was worked and the Employer will be responsible for those employees weekly guarantees. No casual can work if there is a regular employee in laid off status.

ADD NEW to the third paragraph: 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.

ADD after on their off time in the first paragraph: at the applicable hourly rate of pay.

Section 5.

AMEND to read as follows: All bids shall be posted and implemented at least one (1) time in the month of April and one (1) time in the month of October, and no later than the fifteenth (15th) of the aforementioned months, unless otherwise agreed to between the parties of this Agreement. The Employer shall furnish a copy of the completed bid posting to the Union.

Section 6.

DELETE the word: not.

Section 7.

REPLACE complete Section with the following: In conjunction with the regular bidding process, the Employer will post all regular routes and will bid all regularly assigned city tractors by seniority.

ARTICLE 43. ABSENCE

Section 2. (c) Sick/Personal Leave

ADD the following after the first sentence: Employees will accumulate five (5) sick/personal days commencing on the first date of hire.

ADD NEW to the end of the Section: Sick/personal leave to be paid on an hourly basis if a person goes home sick during a shift, a person should be able to use sick leave time for the rest of that day and will not have to obtain a doctor's excuse to keep from being an unexcused absence.

Section 2. (e) Jury Duty

In the second paragraph DELETE the word: unreasonably.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 3. Examination of Records

ADD NEW paragraph: When the Local Union requests information in regard to a specific grievance, the Employer shall provide this information within five (5) days.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

In the first paragraph, first sentence DELETE: or the Employer.

In the first paragraph, first sentence DELETE: however.

In the first paragraph, last sentence REPLACE to read as follows:

The Employer shall not pay for any time spent in the case of applicants for jobs. The Employer shall be responsible to other employees for all time spent at the place of examinations.

ADD to the end of the first sentence in the first paragraph: this includes any costs related to maintaining a CDL (Haz-Mat tests, DOT Physicals, fingerprints, etc.)

DELETE: second paragraph.

In the third paragraph, REPLACE the last sentence with the following:

Back pay shall be awarded when the third doctor sides with the Union doctor.

In the fourth paragraph AMEND to read 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 paragraph as follows: Should any employee become physically unable to hold a CDL or DOT card but is able to perform dock duties, the Company will post a dock bid for that employee.

ADD NEW paragraph as follows: Employees may use DOT Physician of their choice and be reimbursed.

ADD NEW paragraph 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 paragraph: The workweek for all Employees shall be Sunday through Saturday for pay and benefits.

ADD NEW at the end of the second paragraph: Time waiting for a pay shortage will be paid at the applicable hourly rate while waiting.

ARTICLE 49. WASH ROOMS AND LUNCH ROOMS

In the third paragraph CHANGE: one (1) time to two (2) times.

ADD to the end of the last paragraph: Any facility with over seventy-five (75) employees shall have the break rooms and restrooms cleaned at least one time each shift.

ARTICLE 51. PENSION

ADD NEW to the end of the first paragraph: The Employer shall pay pension contributions for all sixth (6th) and seventh (7th) day worked by the employee.

ARTICLE 52. VACATIONS

Section 6.

ADD NEW at the end: All vacation compensation received in lieu of taking days shall be taxed at the employee's regular tax rate.

Section 7.

In the third paragraph REPLACE the first two sentences with the following: Employees shall be able to take all earned vacation one (1) day at a time.

Throughout this Section, CHANGE: fifteen percent (15%) to twenty percent (20%).

In third paragraph, CHANGE: forty-eight (48) hours to two (2) hours.

In third paragraph, ADD NEW sentence between third and fourth sentence: Notice will be exempt when calling in for an emergency vacation and will not be unjustifiably denied.

ADD to end of the fourth paragraph: When taking incremental vacation, employees will be able to choose to be paid nine (9) hours for five (5) days or eleven point twenty-five (11.25) hours for four (4) days.

Last paragraph, REPLACE last sentence with the following:

Lost time from work due to an on-the-job injury will be counted as "time worked" when calculating vacation.

Section 8.

REPLACE with the following:

All employees presently receiving a forty (40) hour guarantee for vacation shall be paid a minimum of five (5) hours in addition to the forty (40) hours guarantee for each week of vacation due them at the applicable hourly rate or a 1/52 average, whichever is greater.

Section 9.

Throughout this Section CHANGE: fifteen percent (15%) to twenty percent (20%).

DELETE: second (2nd) and third (3rd) sentences.

In second paragraph DELETE: on sixty percent (60%).

ARTICLE 53. HOLIDAYS

In the second paragraph, first sentence CHANGE: regular employees to regular and laid off employees.

REPLACE the sixth paragraph with the following:

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

In the second paragraph CHANGE: ten (10) minute to fifteen (15) minute.

ADD NEW to the end of the last paragraph: There will be an additional fifteen (15) minute break at the start of any overtime and once every two (2) hours thereafter.

Section 2. Call-back Time

CHANGE: six (6) hours to eight (8) hours.

Section 3. Meal Period

REPLACE first sentence as follows: Employees shall, except by mutual agreement, take at least one (1) continuous period for meals, which shall be thirty (30) minutes in any one (1) day.

ADD to the end of the first sentence in the first paragraph: meal period will be at the employee's option.

In the last sentence of the second paragraph REPLACE to read as follows: Once voted in it would be effective for the life of the contract unless the Employer or the Union chooses to cancel it with a thirty (30) day written notice.

ARTICLE 55.

Section 1. Wages and Hours

ADD to the end of the first paragraph:

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

ADD NEW to the end of the third paragraph: There will be no forced overtime when employees are on layoff. When forcing overtime, the employer will notify employee two (2) hours prior to the end of their shift. Forced overtime will be nor

more than two (2) hours. The Employer shall not force overtime more than three (3) times per week.

Section 2. Rates of Pay

Classification:

REPLACE first sentence with the following:

Where two (2) or more hostlers are bid at the same starting time, seniority shall prevail on all available jobs.

ADD NEW paragraph after first paragraph: No employee will be required to get any tractor or trailer(s) from behind the dead line until the tractor or trailer(s) have gone through the fuel bay for inspection by a shop employee and placed on the drop line by the shop employee.

ADD NEW to the end of the second paragraph: A bid forklift shall not be required to handle any loose freight.

ADD NEW paragraph after the third paragraph as follows: When driving becomes available, the junior man has the option to pass this driving down to a qualified casual.

Section 3. Unassigned Employees

Throughout this Section CHANGE: fifteen percent (15%) to one percent (1%).

ADD NEW second sentence in the first paragraph after first (1st) sentence as follows: Laid off employees shall be called to work prior to active employees being worked on their sixth (6th) and/or seventh (7th) day.

ADD NEW paragraph at the end of this Section as follows: Any premium job that is not being filled due to the bid employee taking a vacation day or week must be offered to unassigned employees before being filled by any out of classification employees on a daily basis. Premium jobs would be any city, forklift, or hostling jobs. All regular full time city, dock, or hostile employees must be qualified in all classifications including being CDL qualified with all of the required endorsements in order for the Employer to post any unassigned jobs for bid.

Section 9.

ADD NEW paragraph as follows: Any violation of this Article will result in the grievance being paid at a punitive rate of eight (8) hours at the applicable hourly rate of pay.

Section 13.

CHANGE: eight (8) hours to ten (10) hours.

Section 15.

ADD to the end of the last sentence: and a working pallet jack.

ARTICLE 57. FUNERAL LEAVE

REPLACE first paragraph with the following:

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter, grandparents, stepparents, grand children) a regular employee shall be entitled to five (5) days off with pay. In the event of a death of an employees mother-in-law, father-in-law, or spouse's brother, sister or spouse's brother-in-law or sister-in-law, a regular employee shall be entitled to two (2) days off with pay. A regular employee shall be entitled to five (5) 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 if all other conditions set forth herein are met:

DELETE: seventh (7th) paragraph.