

TEAMSTERS

National Freight Industry Negotiating Committee



BLAST FAX

TO: LOCAL UNIONS: 7, 20, 25, 29, 41, 50, 71, 89, 100, 107, 110, 135, 170, 171, 175, 200, 217, 229, 236, 245, 251, 294, 299, 317, 326, 355, 364, 371, 373, 377, 391, 402, 404, 406, 407, 413, 414, 449, 480, 486, 509, 519, 528, 549, 568, 592, 597, 600, 612, 627, 633, 639, 641, 651, 653, 657, 667, 671, 673, 687, 707, 710, 722, 728, 745, 771, 773, 776, 833, 878, 886, 891, 957, 988, and 992

Walter A. Lytle, Central Region Freight Coordinator - (LU 414)

Ernie Soehl, Eastern Region Freight Coordinator - (LU 701)

Ken Bryant, Southern Region Freight Coordinator - (LU 745)

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

DATE: June 3, 2008

Re: Roadway Express - MR-SE-CO-05-05/2008

The following is the **REVISED** decision from the Roadway Express Multi-Region Change of Operations MR-SE-CO-05-05/2008, which was heard on Monday, May 12, 2008, at the Hilton Palacio Del Rio, San Antonio, TX. **ALL REVISIONS WILL BE BOLD AND UNDERLINED.**

Decision: Motion that the Company's proposed Velocity Improvement Change of Operations, filed under Article 8, Section 6 of the NMFA, be approved as modified, clarified, and stipulated by the Company on the record with the following provisions:

1. The date of the bidding provided by this decision shall be June 15, 2008 commencing at 0900 hours CST. The Company's proposed telephone method of bidding is approved. The bidding sheets shall be posted for not less than 7 consecutive days prior to the date of the bidding. Implementation of this Change of Operations shall be July 13, 2008.

2. The bidding of both the Velocity Improvement and Utility Employee Change of Operations shall be bid on a consecutive basis with the Velocity Improvement Change of Operations being bid first and the Utility Employee Change of Operations, Case No. MR-UE-CO-07-05/2008, bidding immediately thereafter. Employees, who successfully bid in the Velocity Improvement Change, waive their right to bid in the Utility Employee Change. However, employees may waive their right to bid in the Velocity Improvement Change and exercise their seniority to bid in the Utility Change of Operations. Unsuccessful bidders in the Velocity Improvement Change may also bid in the Utility Employee Change.

3. Bidding under the Velocity Improvement Change of Operations shall be conducted as follows: The bidding of gaining positions at those locations affected by the Velocity Improvement Change of Operations (road, dock, switcher) shall be on a pool dovetailed seniority basis, based on each employee's bidding and layoff seniority dates at the time of the bid, and bid individually to each of the respective road, dock and city (switcher) seniority lists. Both active and inactive employees shall be afforded the opportunity to participate in the bidding; provided, however, employees hired on or after April 1, 2008 shall not be eligible to bid. The employees will be bid active to active and inactive to inactive. An employee who elects not to bid a gaining position under the Velocity Improvement Change may bid in the Utility Employee Change of Operations.

4. Local Unions are not permitted to bid more positions by classification under the Velocity Improvement than they are losing.

5. At those gaining facilities where there are employees on letter of layoff who are senior to employees transferring in, the senior employees may not exercise their seniority to bump the less senior employee unless and until such time as they are recalled by letter of recall or worked back on by the terms of their Supplement to fill regular available work opportunities, at which time they shall be dovetailed on the active seniority list, but will not be able to displace a less senior Utility Employee prior to January 1, 2009, after which the Utility Employee positions will be bid consistent with the Local Union practice or consistent with the applicable Supplement. However, in the event of a layoff, employees will be laid off in seniority order.

6. Southern Modified Seniority shall be exercised in accordance with the Southern Region Over-the-Road Negotiating Committee's agreement of July 27, 1999 and shall become effective after the general bidding procedures provided in this decision have been completed.

7. Employees bidding into an Eastern Region location that has a single line seniority (common road and local cartage seniority list) must remain in the classification they bid into for a period of one (1) year unless the next annual bid at that location occurs at least nine (9) months after the date of implementation of this Change of Operations.

8. Employees in Local Unions which maintain a single line seniority list (common road and local cartage seniority list) will be bid from the top of the list for all classifications.

9. Employees in Local Unions which maintain separate classification seniority list (separate road and local cartage seniority list) shall bid based on their road or local cartage bidding seniority at the time of the bid.

10. Qualified employees who are on long-term disability (LTD) at the time of the bid shall be allowed to bid. In the event they are not able to claim their bid on the date of implementation, the position they bid into shall be offered, on a hold down basis, to other eligible employees at the affected losing location. The successful hold-down bidder shall be dovetailed on the applicable seniority list at the facility they bid into until such time as the LTD employee is able to claim his bid, at which time the hold-down employee will be afforded the opportunity to either return to the facility he bid out of with full dovetail seniority or remain at the hold-down facility, in which case he will be given a new seniority date as of the date the hold-down began, but shall retain his present bidding and layoff seniority date for vacation purposes. Employees bidding a hold-down position shall not be entitled to any moving or lodging expenses set forth in Article 8, Section 6 of the NMFA unless and until such time as it becomes evident the LTD employee will never return to work, in which case the hold-down bidder will be considered as a successful bidder at the time of the original bid and shall be entitled to all of the provisions of this decision.

11. Employees who have been discharged and whose discharge is pending resolution under the applicable provisions of the NMFA and its Supplemental Agreements shall be afforded the opportunity to bid.

12.. An employee who bids into a position that requires the employee to be CDL qualified and who is not CDL qualified, excluding Utility Employee positions, shall be afforded the opportunity during the sixty (60) consecutive day period immediately following the date of implementation to train to become CDL qualified. The Employer shall provide appropriate personnel and equipment to train the employee at the employee's present facility, unless otherwise mutually agreed to. In the event the employee fails to become CDL qualified he shall forfeit his bid and remain at his present facility. In the event that the successful bidder fails to become CDL qualified within the 60 day period, he forfeits his bid. The forfeited bid will be awarded to the next senior eligible employee.

13. In order to bid into a position that requires a driver to be triples certified, the driver must be triples certifiable and become certified as soon as possible.

14. Re-bidding at each of the affected locations will be conducted thirty (30) days following the date of implementation; provided, however, where the thirty (30) day period is not necessary the new bids will be posted as soon as possible or as otherwise mutually agreed to.

15. Local 170's request that its January 31, 2007 agreement with the Company regarding doubles is recognized and enforced in this decision.

16. Local 413's, Local 407's and Local 20's local seniority practices are recognized and the Local Unions are instructed to furnish copies of those practices to all losing local unions prior to the telephone bid.

17. Local 710 dock employees, who elect to participate in the pool bid for gaining positions at other locations, shall be dovetailed among themselves in accordance with their present bidding and layoff seniority date and then end-tailed on the pool bid seniority list. Successful Local 710 dock bidders will be end-tailed onto the seniority list at the location to which they bid.

18. Non-CDL qualified dockmen or switchers may bid into a gaining dock or switcher position; provided, there are employees in those classifications who were not CDL qualified.

19. Those over-the-road locations that were previously designated as Article 29, Section 3 domiciles for purposes of road driver protection under a decision rendered by the National Intermodal Committee shall not have their earnings protection modified by this decision, other than as specifically provided under the provisions of Article 29, Section 3 (c) 2, paragraph 4 of the NMFA.

20. Any driver affected by this decision that is presently protected under the \$700.00 per week provisions of Article 29, Section 3 of the NMFA and a National Intermodal Committee decision shall continue to enjoy that earnings protection at the location they bid into under this decision. This provision shall not have any effect on any other driver at the location the affected driver bids into who was not previously protected by a decision rendered by the National Intermodal Committee. However, any such protected driver, who is afforded the opportunity and has enough seniority to relocate under this decision, but elects to remain at his present domicile where his seniority will not allow him to remain active, shall forfeit the \$700.00 earnings protection he had been entitled to.

21. Employees transferring from the jurisdiction of one Supplemental Agreement to that of another Supplemental Agreement shall not lose their entitlement to earned vacation in accordance with the Southern Region Letter of Understanding. In addition, where a road driver bids a Utility Employee position his vacation pay shall be calculated on a pro-rated basis under the terms of the OTR vacation method of calculating vacation pay he bid out of and the Local Cartage method of calculating vacation pay he bid into.

22. Local Unions and the Company will meet to negotiate 5-day or 6-day option runs for road work.

23. In accordance with the specific provisions of Article 8, Section 6 (a) paragraph 4 of the NMFA, pension and health and welfare contributions paid on behalf of a re-

domiciled employee shall continue to be paid into each of the respective Trust such contributions were being paid into prior to the date the employee relocates.

24. Elected or appointed full time Union officials, who have the right to return to the Company with their seniority, shall be allowed to bid and if successful must claim their bid at the time they cease to become a full time elected or appointed Union official or forfeit their bid.

25. Based on the fact the number of gaining and losing positions is at least equal, there will be no window period. However, the Committee shall retain jurisdiction of this decision for a period of one (1) year to resolve any issues relative to the decision.

26. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8, Section 6 (c) of the NMFA. On a voluntary individual basis, the Company's proposal to offer \$3,150 in lieu of lodging expenses and a flat dollar amount of \$2,500 for moves between 51 and 500 miles and \$3,500 for moves between 501 and 1000 miles and \$4,000 for moves over 1000 miles, less applicable tax withholding, in lieu of moving expenses are approved.

27. This decision is rendered under the authority of Article 8, Section 6 (g) of the National Master Freight Agreement and is not intended to be in violation of or modify any of the terms of the National Master Freight Agreement or any of its respective Regional Supplemental Agreements. This decision is based on the specific circumstances at the time of the hearing and shall not create a precedent.

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