

**CENTRAL-SOUTHERN AREA SUPPLEMENTAL AGREEMENT  
SUMMARY OF AGREED TO CHANGES**

**PART I - GENERAL**

**ARTICLE 36, SECTION 3 - ADDRESS, PHONE CHANGE**

Revise Section 3 as follows:

It shall be the responsibility of each employee to notify his Employer, in writing, of all address or home phone number changes. The Employer will post on all terminal bulletin boards a notice covering this new requirement.

**ARTICLE 38, SECTION 2 - TERMINAL LAYOFFS**

Revise second paragraph of Section 2 as follows:

In the event of recall from layoff, an employee will be recalled by verified phone call or certified mail, return receipt requested, with a copy to the Local Union, mailed to the employee's last known address. The employee must respond to the notice within three (3) days after receipt thereof by notifying the Employer when the employee will report for work, and must actually report for work within five (5) days after receipt of recall notice, unless the employee has been laid off for more than 45 days, in which case the actual report to work must be within fourteen (14) days after receipt of the recall notice, unless the employee is unable to report for a justifiable reason, or unless otherwise mutually agreed. The Employer can designate the next Monday following the employees chosen return date if that chosen date is other than Monday. All employees recalled will be treated the same. Failure to follow the above procedure within the times prescribed will result in the forfeiture of all seniority rights under this Agreement.

**ARTICLE 38, SECTION 5 - ADDITIONAL HELP**

Revise first paragraph of Subsection 5(a) as follows:

(a) Where additional help is needed by any Employer at a terminal, over and above that provided for in Section 7(a) of Article 5 of the National Master Agreement, said additional or supplemental work shall be offered to the oldest laid-off employees of the Employer involved, on a voluntary basis. Those employees accepting said supplemental work at another terminal on a voluntary basis shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes. When reporting to an Article 38, Section 5 location all drivers that report

timely to the new location will be arranged at the bottom of the seniority roster by order of their company seniority. Drivers from the same terminal, with common company seniority dates will retain their relative seniority order.

### **ARTICLE 40, NOTE 3**

Add new Note 3 at end of Article 40 as follows:

Note 3 - An employee's record pertaining to cases involving Rule 1, Accidents, and Rule 4, Damages, for the two year period immediately prior to the event resulting in discipline, may be presented to the various Committees. The lookback period with regard to accidents shall be limited to prior accidents, and with regard to cargo damage shall be limited to cargo damages. Notwithstanding, this two year lookback review of an employee's record, the six month cancellation of major and minor offenses is applicable.

### **ARTICLE 41, SECTION 1 - EXAMINATION AND IDENTIFICATION FEES**

Revise 2<sup>nd</sup> paragraph as follows:

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two (2) year period, the employee will be paid for all time spent at the place of examination except in the case of the first (1st) physical. The Employer 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 reexamined at the Union's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor whose decision shall be final and binding on both parties. If the third (3<sup>rd</sup>) doctor's opinion is that the employee is fit for work, the employee must be returned to work within seven (7) calendar days of this decision or the Employer shall be responsible for all lost wages and benefits. The selection of the third (3rd) doctor shall be made within seven (7) days. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

### **ARTICLE 43, SECTION 4(d) - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK - WEST COAST MIRRORS AND WINDSHIELD WASHERS**

Revise Part (d) as follows:

(d) Where an Employer at a specific terminal location operates a bid board or boards into the mountainous areas of West Virginia and/or Kentucky, any new equipment placed into service after May 22, 1995, which is to be regularly assigned to such board(s) will be equipped with Jacob brakes or a comparable engine retarding system which will be kept in operating condition at all times.

## **ARTICLE 43, SECTION 7 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

Revise third paragraph of Section 7 as follows:

All new equipment ordered after the ratification of this Agreement will have sufficient lighting for night work. This lighting will be maintained and kept fully operational.

## **ARTICLE 48 - UTILIZATION OF EQUIPMENT**

Revise Article 48 as follows:

It is agreed that Article 48 shall become inoperative to an operation of the Employer on any day that there are not enough loads to dispatch the available drivers or drivers who become available during regular dispatch hours. ~~An Employer utilizing this Article shall insure the equitable distribution of loads.~~

Employers may make some dispatches into and out of areas where employees are currently on layoff; provided, however, such dispatches shall not exceed twenty percent (20%) of a terminal's loads each day. ~~It is the expressed intent of the parties that these loads be equally allocated to the greatest possible extent. Foreign drivers may not be dispatched away from their home terminal when any of the foreign terminal's drivers are on layoff.~~ For purposes of calculating twenty percent (20%) of a terminal's loads, only logically deliverable loads will be considered; competitive loads and shuttle loads will be excluded; and city trips will only be considered to the extent that four (4) city trips will constitute one (1) load. If drivers at a location have been offered additional help opportunities at other locations, they will not be deemed to be laid off at a terminal.

Absent a local agreement, ~~T~~ there will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.

~~This Article does not apply to any approved competitive backhaul agreements nor does it prevent any two (2) companies or any two (2) different Local Unions from entering into such agreements.~~

This Article shall apply to the Central-Southern Area only, unless another Conference

shall agree to be bound by same.

## **Section 1.**

The Unions recognize the need of the Employers to obtain maximum utilization of equipment. The Unions agree to cooperate with the Employers to obtain this objective in accordance with the provisions set out below:

~~(a) Where work is slow at a driver's home terminal, he/she can be required to deadhead to another terminal on a single trip basis. Such driver shall be dispatched with a load in the general direction of his/her home terminal. Such foreign driver shall be given a trip nearest or beyond his/her home terminal regardless of the local dispatch rules in that terminal. Such driver shall be processed through the dispatch in no more than thirty (30) minutes from registering in at such terminal. Failure on the part of any backhauling terminal to expedite will make such driver eligible to be paid all time spent at such terminal from the registering in time until he/she is dispatched. Such time is to be paid at the appropriate hourly rate in effect at the time of such delay.~~

~~In the event the terminal does not have or does not keep time records for these types of dispatches, then the driver's own records; i.e., logs and/or extra pay request forms will establish the time to be paid.~~

~~The type of local dispatch; i.e., "seniority", "time" and/or "first in first out" may not interfere with expediting any otherwise eligible backhauling driver under this section.~~

~~This subsection (a) shall immediately become inoperative at any terminal on any day that drivers are deadheaded to another terminal on a single trip.~~

~~No terminal may utilize the provisions of this subsection (a) for more than seven (7) work days without discontinuing its use for an additional seven (7) successive work days. Claims of abuse of this subsection (a), after being taken up with the Employer, are proper subjects for submission directly to the appropriate Area Committee, upon mutual consent.~~

~~(b)-(a)~~ Any driver voluntarily going into a foreign terminal to handle overflow traffic, will work out of that terminal at the bottom of the open board, as defined at that location, under the local dispatch rules governing such terminal. Any such driver will be entitled to the daily guarantee under Article 60 and all motel expenses will be paid by the foreign terminal and will receive \$27.00 each day for meals while working out of that terminal and will be provided with a load in the direction of the foreign terminal in order to get him/her to that location, and will be given a load in the direction of his/her home terminal at the conclusion of the assignment, in both instances irrespective of the dispatch procedures in effect.

~~(e)-(b)~~ No company shall utilize any provisions of this Article in order to interfere with and/or circumvent other contractual requirements under Article 38 of this Agreement.

~~(d)-(c)~~ Employers who operate a central dispatch or similar system will maintain a procedure for documenting calls made by drivers regarding backhauls, and information regarding individual cases will be made available to the local union upon request. Where the Employer tape records such calls, the information will include logs of those tapes.

(e) Foreign road drivers will not be dispatched under this Article 48 with any loads of less than thirty (30) miles to the first drop.

## Section 2.

The parties further mutually agree to maximize return traffic. The purpose of such agreement is to:

- (a) operate the truckaway operation as efficiently as possible;
- (b) place the Employer in a better position to develop additional traffic;
- (c) maximize the earning opportunity of truckaway personnel;
- (d) create better job security for employees in the truckaway industry; and
- (e) increase the number of jobs, resulting in the development of increased traffic moving by the truckaway method.
- ~~(f) to create equitable treatment between each terminal affected by this Article.~~

## Section 3.

(a) Any driver may be dispatched with a trip toward his home terminal regardless of dispatch procedure at the foreign terminal and may be dispatched away from his home terminal on any trip which has appeared on a dispatch board at the foreign terminal.

(b) Foreign drivers, on one (1) load only, shall be given priority to be loaded out first. Equal treatment shall be afforded to all Local Unions.

~~(c) Any driver who is not notified prior to dispatch to pickup a return trip or report for a potential backhaul and is given a load subsequent to his/her dispatch and the same is on the road back towards his/her home terminal, then he/she must take same.~~

~~However, if the trip is not on the road back towards his/her home terminal, it will be up to the driver whether he/she will accept same. The driver will be limited to one (1) dispatch away from his home terminal. All other dispatches will be in the direction of his home terminal.~~

(c) Once dispatched from his home terminal, a driver may be required to pull a trip or trips away from the direction of his home terminal; provided, however, that he will be dispatched in a manner , with the exception of drivers bid on long distance territory boards, that will enable him to be back at the home terminal no later than the completion of his fifth tour of duty. The forgoing will not preclude a driver from voluntarily picking trips during any tour of duty which cause him to not be returned within such time period. If a driver is forced to take any dispatch during such a tour of duty which causes him to run out of hours. on the road, he will be compensated for all time spent picking up hours. A driver will not be required to pull more than two road trips from the same location within such a tour of duty.

(d) Upon request, the Employer shall give to the Local Union a list of all the foreign drivers dispatched from that foreign terminal; such list shall also identify the destinations of such foreign drivers who are dispatched. The Employer shall give to the Local Union each month a list of loads given by that terminal to other locations and loads received by that terminal from other locations. Any Employer who fails to provide such reports for three (3) consecutive months will not be permitted to utilize the provisions of this Article until all such reports are provided.

#### **Section 4.**

~~Should any affected Local Union involved in this Article feel that any particular carrier is abusing the utilization which was granted it shall have the right to file a complaint with the National Automobile Transporters Joint Arbitration Committee, under the grievance procedure of the contract. If the grievance deadlocks at the Committee, the Employer shall forfeit the right to utilize this Article. After full investigation and review of all evidence presented the grievance committee shall have the authority to deny to any carrier the right to utilize this Article of the Agreement.~~

#### **Section 5.**

##### **A-B-C Dispatches**

~~This Section requires that a driver be dispatched from his home terminal on multiple trips. Any driver may be dispatched from point "B" with drivers on layoff in a direction other than his home terminal provided that:~~

~~(a) at location "B" (contemplating "A" as his home terminal) domiciled drivers signed on the board are protected for that day's dispatch;~~

~~(b) load from point "C" is in general direction of his home terminal; and~~

~~(c) driver must be paid total loaded miles equal to a minimum of two-thirds (2/3) of his total miles traveled.~~

~~(1) Any company utilizing this Section shall every one (1) month make available to each Local Union involved a complete review, in writing, of the loaded miles that have been allocated to other terminal drivers and the loaded pay miles that have been allocated to this terminal's drivers from other sources. Each terminal must receive the same amount of loaded pay miles from other sources as is taken from their terminal. Any company or companies that fail to comply with the above shall lose the benefits of this Article.~~

~~(2) The above procedures may apply to intercompany operations. However, any two (2) companies involved must meet with their respective Local Unions for the purpose of working out a backhaul program. Any disagreement may be submitted by any of the parties to the Central-Southern Area Arbitration Committee and their decision shall be final and binding upon the parties.~~

#### **Section 5-6.**

Any Company must be fully signatory to the National Agreement of NMATA and fully signatory to the Central-Southern Supplement to utilize Article 48.

### **ARTICLE 50 - SAFETY AND/OR DAMAGE PREVENTION MEETINGS**

Revise Article 50 as follows:

No Employer shall require ~~request~~ employees to attend more than one (1) safety and/or damage prevention meeting and/or training session per month ~~which shall not exceed two (2) hours~~ unless mutually agreed between the Local Union and the Employer. ~~Warning letters will not apply to this Article.~~ Any employee who attends such a meeting or session ~~forced to attend a safety meeting~~ will be compensated at the applicable hourly rate.

The Employer shall notify employees at least five (5) days prior to such safety and/or damage prevention meetings so employees can make arrangements to attend.

Local dispatch rules will govern the dispatching of drivers on any day where the driver is to attend such meeting.

No currently existing local agreements covering this matter will be changed except by mutual agreement of the Company and Local Union.

## **ARTICLE 52, SECTION 1 - HOLIDAYS**

Revise Section 1 as follows:

All employees, except probationary employees, who are available for work preceding or following an observed holiday shall be paid eight (8) hours ten (10) hours for employees on a four (4) day ten (10) hour workweek where the holiday occurs within the scheduled workweek at the hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or for a period not exceeding six (6) months due to on-the-job injury, he is considered to be available for work.

If an employee (excluding road drivers) is required to work on any of these days, he shall receive his normal rate of pay for the time worked in addition to the eight (8) hours' ten (10) hours for employees on a four (4) day ten (10) hour workweek where the holiday occurs within the scheduled workweek holiday pay.

All other compensable days off under this Agreement that occur within the four (4) day ten (10) hour workweek will be paid at ten (10) hours pay, and such compensable days that occur outside the four (4) day ten (10) hour workweek will be paid at eight (8) hours per day.

Drivers performing work on the holiday stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide more than a total of twelve (12) straight-time hours of holiday pay.

Drivers will receive twelve (12) hours' pay when driving on the named holidays in addition to compensation for miles driven.

In the event an employee does not take a personal holiday prior to May 31<sup>st</sup> of any year, and he/she has worked at least ninety (90) days during the contract year, including holidays, vacations and compensable jury duty, and remained on the seniority roster (active or inactive) for the complete contract year, he/she shall be paid eight (8) hours pay at straight time for the holiday. Working on May 31<sup>st</sup> does not constitute working on a personal holiday.

## **ARTICLE 53 - HEALTH & WELFARE**

Add the following new paragraph to the end of Article 53:

The Employer will have a specific procedure in place, including designated management personnel, for employees to access in order to address Health and Welfare coverage issues which may arise following an employee's return to work so that

appropriate insurance coverage can be verified.

## **ARTICLE 55, SECTION 1 - SANITARY FACILITIES**

Revise third paragraph of Section 1 as follows:

Drivers' and mechanics' break rooms, where they exist, will be kept clean, free from pests, with adequate heating and cooling.

## **PART II - TRUCKAWAY**

### **ARTICLE 58, SECTION 1 - LOADING RATE**

Add the following new fifth paragraph:

The Employer will provide training to any employees who are assigned a new type of equipment or equipment with any new type of securement devices.

### **ARTICLE 58, SECTION 7**

Revise Section 7 as follows:

The supervisor at regular dispatch time must approve, in writing, all over-height or over-length loads when an employee requests same. No driver will be required, coerced, intimidated or cajoled into violating any federal, state or local code, rule or regulation. If supervisor approves the load the load is over-height or over-length and the driver makes a reasonable effort to deliver the load safely, the driver will not be held responsible.

### **ARTICLE 59, SECTION 3 - LAYOVERS, BREAKDOWNS OR IMPASSABLE HIGHWAYS**

Revise first paragraph of Section 3(a) as follows:

(a) When a driver is delayed through no fault of his own, such as weather conditions, waiting over weekends and/or holidays, unnecessary telephone calls, impassable highways where the highway is closed or breakdowns, or unnecessary delays at terminals or destinations, including at plants, shipyards, ports, auction houses and/or other pickup points, he shall notify the home office or nearest terminal by phone

of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except when employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period, as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the driver shall be paid for all time while delayed, and further provided that the driver shall present upon return or completion of trip, claim for waiting time where the Employer has personnel on duty to receive same.

#### **ARTICLE 61, SECTION 21 - TURNPIKES AND TOLL ROADS**

Revise the second paragraph of Section 21 as follows:

When the Employer instructs drivers or driver-owners to use toll roads and turnpikes, the Employer will supply toll cards and pay the charges for same. Where the Employer collects in tariff for highway toll roads and turnpikes, drivers shall be dispatched over same.

#### **ARTICLE 61, SECTION 23**

Revise Section 23 as follows:

No Employer will implement any regular shuttle work without first meeting and negotiating with the Local Union involved. Any dispute arising from same will be taken to the National ~~Central-Southern~~ ~~Negotiating~~ Committee. Failure to reach agreement on the terms and conditions will not preclude the Employer from implementation, assuming that the Employer has made a good faith attempt to meet and negotiate in advance, but if an incentive rate is ultimately negotiated it will be retroactive to implementation, unless otherwise mutually agreed.

#### **ARTICLE 61, NEW SECTION 25**

Add new Section as follows:

In the event of a verified IRS audit, the Employer will provide, upon request of the employee, a copy of the employee's daily electronic logs covering the audit time period.

## **PART III - LOCAL**

### **ARTICLE 65, SECTION 1(a) - DAILY OVERTIME AND MINIMUM GUARANTEE**

Add the following new third paragraph to Section 1(a):

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for yard, rail and/or releasing employees. (Example: Tuesday through Saturday, four consecutive ten-hour shifts). However, no scheduled workweek will include both Saturday and Sunday.

### **ARTICLE 65, SECTION 3(b)**

Delete the current language and replace with the following:

All work performed on the sixth (6<sup>th</sup>) day worked within a workweek shall be paid at one and one-half (1-1/2) times the applicable hourly rate. All work performed on the seventh (7<sup>th</sup>) day worked within a workweek shall be paid at two (2) times the applicable hourly rate. Compensable days shall be considered days worked for the purpose of this provision; and, if an employee is recalled from layoff during the regular workweek, he shall be considered to have worked on the days preceding the day of recall for the purpose of this provision; and further provided, the lack of work on a day during the scheduled workweek will not deprive an employee of overtime on the sixth or seventh day.

Employees working four (4) consecutive ten-hour shifts shall be paid time and one-half (1-1/2) the applicable hourly rate after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the the fifth(5<sup>th</sup>) day worked within a workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day worked within a workweek.

The language in the above two paragraphs shall not supercede current local riders covering the subject matter; and, furthermore, it does not preclude future negotiation at the local level as to the subject matter.

## **PART IV - GARAGE**

### **ARTICLE 71, SECTION 4**

Revise Section 4 as follows:

A current seniority list, complete with classification date, and employment date, ~~and social security number~~ must be posted every six (6) months where it will be accessible

to the employees at all times, and a copy of same shall be mailed to the Union.

## **ARTICLE 72, SECTION 1**

Revise the fifth and eighth paragraphs of Section 1 as follows:

Time and one-half (1 ½) shall be paid after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5<sup>th</sup>) day. Double (2) time will be paid for any hours worked on the sixth (6<sup>th</sup>) day and/or seventh (7<sup>th</sup>) day.

The existing number of positions as of June 1, 1999, or June 1, 2008, whichever is lower, shall be red-circled and maintained as Monday through Friday, Tuesday through Saturday, or other current flex week arrangements where in effect, provided that no employees hired before as of June 1, 1999, and all current employees shall not be forced to such flex week schedules. At any time that the above red-circled positions are reduced through layoff, such flex week schedules will be suspended during such period and shall not be resumed until the staffing levels are returned to the red-circled levels as established; however, agreements may be negotiated by the Employer and Local Union at a location which modify the provisions of this Section.

## **ARTICLE 72, SECTION 4(a) - OVERTIME AND/OR PREMIUM RATES**

Revise the fourth paragraph of Section 4(a) as follows:

Double time for holiday work is in addition to the eight (8) hours' holiday pay (ten (10) hours for employees on a four (4) day ten (10) hour workweek) provided for in Article 52.

## **ARTICLE 73, SECTION 5 - COVERALLS**

Add new fifth paragraph to Section 5 as follows:

When an employee is required to wear a specific type of shoe/boot, the Employer will reimburse the employee for the entire cost.

## **ARTICLE 73, SECTION 8**

Revise Section 8 as follows:

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum

liability shall not exceed ~~ninesix~~ nine thousand dollars ~~(\$9,000.00)-(\$6,000.00)~~. The mechanic must submit a signed, written and dated inventory to management in order to qualify for this insurance coverage, subject to Employer verification.

## **ARTICLE 74, NEW SECTION 3 - UTILIZATION OF EMPLOYEES**

Add the following new Section 3:

The Employer shall keep all maintenance vehicles and equipment in safe operating condition. Where vehicles are required to operate on public roadways, they shall be properly insured, registered and state inspected where required.

## **PART V - DRIVEAWAY**

### **ARTICLE 83, SECTION 1(b) - VACATIONS**

Revise Section 1(b) as follows:

(b) Employees will be allowed to take ~~two (2) weeks one (1) week~~ of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:

(1) Employees must be eligible for one (1) ~~three (3)~~ or more weeks vacation.

(2) Employee must give seven (7) days written notice to his/her Employer. The Employer must respond in writing within forty-eight (48) hours, excluding Saturdays, Sundays or holidays.

(3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.

(4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.

(5) An employee will be allowed to use only two (2) weeks ~~one (1) week~~ of vacation one day at a time during the vacation year.

(6) Employee must notify his/her Employer (Article 83, Section 3) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.

(7) The Local Union and Employer will use this section unless mutually agreed otherwise.

(8) Notwithstanding the provisions of Section 3(a) above, when the employee takes the first segment of such segmented vacation, he/she will be paid for a full week's vacation in the payroll period prior to the employee's first scheduled segment. The remaining segments shall be taken without pay.

(9) The Employer reserves the right to charge a vacation day against an employee's account for daily absences, but only after any paid sick days in the employee's account have been exhausted. The employee will advise the Employer at the time of the absence whether to charge his/her vacation or sick day account.

#### **ARTICLE 88, NEW SECTION 5 - PAID FOR TIME - FUELING**

Add the following as new Section 5:

Effective upon ratification of this Agreement, driveaway drivers will be paid fifteen (15) minutes for each required fueling. All compensated fuel stops must be properly logged and documented on driver check-in sheet with all fuel receipts attached.

#### **ARTICLE 91, SECTION 1 (a) - RATES OF PAY - MILEAGE RATES**

Add the following as a new paragraph of Section 1(a):

Any new business that is obtained by the Company will be frozen at forty-eight and one half cents (48.5¢) for all miles for the term of this Agreement. New business will include any business that the Company obtains after June 1, 2008.

#### **ARTICLE 92, NEW SECTION 3 - COST OF OPERATIONS**

Add the following as new Section 3:

In the event that an airline delays a driver's tool bag, the Employer will have replacement tools and permits available at the terminal in question for the driver's use, and if not, the driver will be paid the balance of his driving time, up to ten (10) hours pay, waiting for his tool bag to arrive.

## **NEW ARTICLE 98 - BACKHAULS**

Add the following language as the new Central-Southern Article 98 - Backhauls and renumber current Central-Southern Article 98 - Termination Clause to Central-Southern Article 99:

### **Section 1.**

Due to the tremendous cost increase in airfare, ground transportation, negotiated increases, etc., and in compliance with Article 94, Section 2 of the Central/Southern and Eastern Areas Supplemental Agreement, said parties agree to the following is agreed to:

- a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.
- b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.
- c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.
- d. Any driver that is forced to a foreign terminal for a backhaul load will have the right to request to be dispatched that day.
- e. When two (2) or more drivers from the same terminal are physically at the same backhaul terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.
- f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.
- g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.
- h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.**

### **Section 2.**

The Company shall, every one (1) month, make available to each Local Union involved a complete review, in writing, of the loads and mileage that have been allocated to other terminal drivers in order to determine whether or not the Company is complying with the intent of this Article.

### **Section 3.**

The Company agrees that determination of equatability shall be by mileage and shall make up any deficit as soon as possible after the monthly report is sent out, and not to exceed any ninety (90) day period.

### **Section 4.** **Miscellaneous**

- a. The Company will direct the driver on transportation between points and the driver will be reimbursed his/her cost. The driver shall be directed on the first, fastest available means of transportation for under three hundred (300) miles, plus necessary cab fares.
- b. The Company will reimburse actual lodging expense on backhaul traffic.

### **Section 5.** **Rates of Pay**

- a. The present frozen rates of pay shall apply.
- b. The driver will receive no less than his/her terminal frozen rate of pay.

### **Section 6.**

The Company recognizes Paul Houck as the ~~and the~~ Union Chairman of the ~~Central/Southern and Eastern Driveaway Committee~~ **National Joint Arbitration Committee, or his designee, will** agree to meet with him and/or the aforementioned Local Union(s) at their ~~(Local Union(s))~~ request to work out any problems that might arise from this ~~Article Agreement~~.

**If not resolved in the step above, all disputes concerning this Section (backhaul) Agreement will be docketed directly to the National Automobile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the appropriate Central or Southern or Eastern Area Joint Arbitration Committee.**

### **ALL DRIVEAWAY LOCAL RIDERS ARE TO BE AMENDED TO ADD THE FOLLOWING:**

Effective June 1, 2008, drivers will receive an additional one cent (1¢) per mile on combinations which exceed eighty (80') feet; an additional one cent (1¢) per mile effective June 1, 2009; and an additional one cent (1¢) per mile effective June 1, 2010.

**THE DRIVEAWAY LOCAL RIDERS AT DENTON, TEXAS AND CHILLICOTHE, OHIO ARE TO BE AMENDED TO ADD THE FOLLOWING:**

Effective June 1, 2008, rate of pay for office employees at Denton, Texas and Chillicothe, Ohio will be increased to eighteen dollars and forty-two cents (\$18.42) per hour.

**THE DRIVEAWAY LOCAL RIDERS AT GARLAND, TEXAS AND MADISON, TENNESSEE ARE TO BE AMENDED TO ADD THE FOLLOWING:**

Effective June 1, 2008, the mileage rates at Garland, Texas and Madison, Tennessee will be increased to the rates then in effect at Chillicothe, Ohio.

**PART VI - MICHIGAN OFFICE WORKERS'**

**NEW ARTICLE 100 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 36)**

**ARTICLE 100.**

It is agreed that the following articles and/or sections of the National Master Agreement and the Central-Southern Supplemental Agreement shall not be applicable to the employees covered under Part VI of this the state of Michigan Office Workers Supplement:

**ARTICLE 19**

**ARTICLE 27**

**ARTICLE 28**

**ARTICLE 29**

**ARTICLE 33**

**ARTICLE 38, SECTION 5**

Nothing contained herein shall be construed to preclude any Employer and Local Union representing an organized office bargaining unit at a location of said Employer outside the State of Michigan from mutually agreeing to adopt **Part VI** of this Supplemental Agreement.

## NEW ARTICLE 101 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 37)

### ARTICLE 101. RECOGNITION

#### Section 1. Scope of Recognition

WHEREAS, the Employer agrees to recognize the Union as exclusive bargaining representative for all employees at locations within the State of Michigan formerly covered by the State of Michigan Office Workers Supplemental Agreement in the following job classifications: Rate Clerks other than the Chief Rate Clerk, Billing Clerks, File Clerks, Typists, Stenographers, General Office Clerks, Janitors (Janitorial work only), General Maintenance, Office Boy-Girl, Mail Clerk, Record Clerk, Payroll Clerks, Accounts Receivable Clerks, Tracing Clerks, Data Entry Operator, Computer Operator, Computer Operators/Programmers, Secretaries (other than confidential), O. S. & D. Clerks, Dispatch Clerks and any other employee performing office and/or clerical work who is not specifically excluded from this unit, and Dispatchers who perform routine or ministerial duties, but excluding Confidential Secretaries, Line Haul, and/or City Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing, Sales Representatives, Salaried Supervisory, Administrative Employees, Watchmen and Guards and other employees presently covered by existing labor agreements.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees in such classifications and shall not depend upon a mere title.

A standing subcommittee shall be established consisting of at least three (3) representatives of the Employer and three (3) representatives of the Local Union to investigate the impact of automation and related activities as they affect offices covered by this Part VI Agreement. Having investigated the aforementioned matters the subcommittee shall finalize its report and submit same to the Central Automobile Transporters Joint Arbitration Committee for adoption.

#### Section 2.

A Job Evaluation Committee consisting of four (4) regular members and two (2) alternates shall be established. It will be the duty of this Committee to investigate any complaint which arises from any grievance with respect to misclassification. The report of the Job Evaluation Committee after it is completed will be presented to the Grievance Committee for their consideration on an individual case basis.

**NEW ARTICLE 102 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 39)**

**ARTICLE 102.**  
**UNAUTHORIZED ACTIVITY AND**  
**UNION LIABILITY**

**Section 1.**  
**No Strike Clause**

It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppages of work mentioned above, it is specifically understood and agreed that the Employer, during the first (1st) twenty-four (24)-hour period of such unauthorized work stoppage, shall have the sole and complete right of discipline short of discharge; however, such disciplined employee and/or employees shall have recourse to grievance procedure methods herein stipulated. After the first twenty-four (24)-hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work; and such Union members shall not be entitled to or have any recourse to any other provision of this **Part VI** Agreement.

**Section 2.**  
**Union Liability Limitation**

It is further agreed and understood that the Union shall not be liable for any strike, breach or default in violation of this **Part VI** Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Union shall, within twenty-four (24) hours after request is made to the secretary-treasurer of the Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make an immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefor.

**NEW ARTICLE 103 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 40)**

**ARTICLE 103.**  
**SENIORITY**

**Section 1.**  
**Definition**

Seniority as defined and provided for within this Article shall apply only to full-time employees who have completed the probationary period.

Company seniority for employees governed by this **Part VI** Agreement shall be defined as the period of employment with the Company and since the employee's last date of hire. Terminal seniority for the employees covered by this **Part VI** Agreement shall be defined as the period since the employee's last employment at the physical location covered by this **Part VI** Agreement.

## **Section 2.** **Seniority Rights**

Company seniority shall be recognized for determining vacation rights. Terminal seniority shall be recognized, providing the employee is capable of performing the available work, in case of layoff, recall after layoff and job vacancy within the bargaining unit.

If requested by the Local Union, in writing, within sixty (60) days after the effective date of this **Part VI** Agreement, one (1) steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

## **Section 3.**

Within one hundred eighty (180) days after the ratification of this **Part VI** Agreement, the Employer and Local Union shall establish a cross training procedure within the office unit at each office location where such procedure is necessary to provide job protection for senior employees. This cross training procedure is not intended to create a disruption of the regular office routine, and will have to take into consideration the skills required for the job, the availability of either bargaining unit or supervisory trainer(s), and other relevant factors.

At any office location where the parties are unable to agree upon a cross training procedure, the matter shall be submitted to a subcommittee to be appointed by the co-chairpersons of the Central Automobile Transporters Joint Arbitration Committee for resolution.

After successful completion of an employee's period of cross training under the established procedure, the employee will be given written certification, with a copy sent to the Local Union, of the employee's qualification in the classification(s) for which they were trained.

In all instances where there is a reduction in the clerical force, it is agreed that terminal

seniority, subject to provisions below, shall determine the order of layoff. Any employee affected by such reduction in work force may exercise his/her seniority to claim another position occupied by an employee with lesser terminal seniority, provided that: (a) the senior employee is capable of performing the duties of the position with a training period not to exceed thirty (30) working days; (b) such new position is of the same or lesser group than that previously held by the senior employee; and (c) he/she shall receive the rate of pay provided in this **Part VI Agreement** for such position. Prior to being trained under this Section a meeting shall be held with the appropriate member of management, the involved employee(s) and the Union representative to ascertain the nature of the training and skill level the employee being trained is expected to attain.

However, if there is no one in the same or lower classification with less terminal seniority than the employee who is being laid off, then in such instance said employee may bump the youngest employee in the higher classification of work provided said employee is qualified to perform said work in question. At any location where there are two (2) offices, such as a terminal office and a general office, an employee who is going to be laid off at either of the said offices because there is no junior employee in the particular office where the employee is working whom the employee can bump, and there is a younger employee working at the other office, then in such case said laid-off employee may exercise master seniority rights with the Employer to remain working at the other office if qualified to do the work in question, starting with the youngest employee.

Any employee wishing to bump into another position under any of the paragraphs above, who claims to be qualified for that position by virtue of cross training certification, must wait a period of one (1) week following layoff to exercise the bump.

None of the above provisions will apply to reductions in the work force occurring between December 23rd and January 2nd of each year.

### **Layoff and Recall**

Laid-off employees shall be called back to work in reverse order of layoff. When an employee is to be recalled after layoff, the Employer shall notify such employee by registered or certified mail, sent to the last address given to the Employer by the employee. The employee shall notify the Employer within seven (7) working days, after receipt at such address of such letter, of his/her intention to return to work. If the employee does not report to work within fourteen (14) days from receipt of such letter at such address, all seniority rights under this **Part VI Agreement** shall be forfeited unless the Employer grants a further delay because of individual circumstances.

### **Section 4.** **Job Elimination**

At such time that an employee's job is eliminated under this **Part VI** Agreement, said employee may exercise his/her seniority to claim another position occupied by an employee with lesser terminal seniority, provided that (a) said employee is qualified to perform the duties of the position with a training period not to exceed twenty (20) working days; (b) such position is of the same or lesser group than that previously held by said employee; (c) he/she shall receive the rate of pay provided in this **Part VI** Agreement for such position; and (d) in the event there are no junior employees in the same or lesser group of said employee, he/she shall be allowed to claim a position of a junior employee in a higher group if qualified to perform the work of the job classification. Prior to being trained under this Section a meeting shall be held with the appropriate member of management, the involved employee(s) and the Union representative to ascertain the nature of the training and skill level the employee being trained is expected to attain.

In the event that a seniority employee's job is eliminated or the employee is on an extended or permanent layoff, in addition to any rights under the above paragraph, if such employee meets the initial hiring qualifications of the company for driving positions, such employee will be given the opportunity to be trained at a certified truck driving training school (company operated or otherwise) at the employee's expense. After successful completion of the training course, the employee will be placed on a preferential hiring list of the Employer. After meeting its obligations to other employees under Article 5 of the National Master Agreement and Article 38 of the Central-Southern Supplemental Agreement, the Employer will hire from such preferential hiring list before hiring any other new driver(s); and if hired from the list, the employee will establish seniority as a driver at the time the first (1st) revenue trip is pulled, but will retain seniority for fringe benefits as of their initial date of hire. In addition, the employee will retain his/her status as a laid-off office employee until such time as he/she refuses recall in the office or his/her seniority would otherwise be terminated on the office seniority list under other provisions of this **Part VI** Agreement.

## **Section 5.** **Seniority Termination**

Seniority shall be broken only by:

- (a) discharge;
- (b) voluntary quit;
- (c) failure to comply with recall provisions;
- (d) failure to comply with leave of absence provisions;
- (e) company employment outside bargaining unit in excess of ninety (90) days;

(f) layoff in excess of seven (7) years;

(g) absence due to illness or injury in excess of thirty-six (36) months, unless employee substantiates in writing at Employer's option continued illness or industrial injury.

## **Section 6.** **Posting Seniority List**

The Employer shall prepare a company seniority list and a terminal seniority list within thirty (30) days of the signing of this **Part VI** Agreement. One (1) copy of such list shall be furnished to the Union and one (1) copy shall be posted in a conspicuous place in the terminal. Any objection to either company and/or terminal seniority on the part of an employee must be filed with the Employer within thirty (30) days of the posting of this list.

This seniority list shall be amended to include all changes every ninety (90) days and the same provisions for appeal against company and/or terminal seniority dates reported thereon shall apply as set forth above.

Job classification shall be placed by each individual's name at the time a seniority list is posted.

## **Section 7.** **New Hires**

A new employee working under the provisions of this **Part VI** Agreement shall be employed on a thirty (30)-day probationary period, unless said probationary period is extended for an additional thirty (30) days as provided for in Article 38, during which time he/she can be discharged without recourse.

During the first thirty (30)-day probationary period none of the seniority benefits outlined in this **Part VI** Agreement shall apply, however, if the employee remains in the employ of the Employer beyond the first thirty (30)-day probationary period, he/she shall be entitled to all benefits of this **Part VI** Agreement and his/her company and terminal seniority date shall revert to his/her first day of hire.

## **Section 8.** **Bidding Within Bargaining Unit**

In the case of bidding for a job opening within the bargaining unit, where the employee has the ability and skill to perform the job, terminal seniority shall be the governing factor.

Any employee bidding for a job shall be given fair training for a period not to exceed thirty (30) days at the rate of the higher job. If at the end of the trial period it is determined that the employee is not qualified or adapted to the new position, or if the employee desires, he/she shall be returned to the old position at the same rate of pay which was paid for the former position.

No employee may exercise more than one (1) bid in a six (6)-month period unless said employee is moving into a higher group or changing shifts in which case an employee shall be permitted a maximum of two (2) bids in the same six (6)-month period.

Any job opening which is not to be in existence for more than thirty (30) days does not have to be put up for bid. Extension of the period may be put into effect by mutual agreement between the Employer and the Union.

All new jobs must be posted for bids.

It is recognized that in any dispute as to ability, the Employer's decision shall control subject to the grievance procedure of this **Part VI** Agreement in case of dispute.

Copies of all posted bids shall be sent to the Union. The Employer shall notify the Union and steward, in writing, of the individual who is the successful bidder.

A change of more than two (2) hours in a starting time shall result in that job being posted for bid.

There shall be an annual shift bid within classifications at each location, unless a more frequent bid is mutually agreed to at a location.

## **Section 9.** **Assignment of Work Location and Equipment**

Assignment of work locations and equipment shall not be subject to seniority.

## **Section 10.** **Employment Agency Fees**

If employees are hired through an employment agency, the Employer will pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 3, Section 1(c), and if the employee is retained through the probationary period, the fee need not be paid until the thirty-first (31st) day of employment.

## **NEW ARTICLE 104 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 41)**

### **ARTICLE 104.** **LEAVE OF ABSENCE**

#### **Section 1.** **Validation**

All leaves of absence as defined and provided for herein must be in writing with the signature of the Company and the Union in order to be considered valid.

#### **Section 2.** **Union Activity**

Any employee elected or appointed as an official of the Union or delegated to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period with the same seniority as though he/she had been continuously employed, provided the Union supplies the Employer with proper written notice of not less than forty-eight (48) hours specifying the length of such leave, but not to exceed one (1) year in any case.

Any employee on a leave of absence under this Section shall submit their requested leave of absence to the appropriate Area Committee for approval at the next scheduled meeting of the Committee after beginning the leave of absence.

#### **Section 3.** **Company Employment Outside Bargaining Unit**

Any regular full-time employee advanced to a position excluded from the bargaining unit shall retain his/her seniority under this **Part VI** Agreement for a period of ninety (90) days. At the expiration of the ninety (90)-day trial period, if such employee has not returned to work under this **Part VI** Agreement, he/she shall forfeit all seniority rights.

Such leave of absence may be extended for an additional ninety (90) days by written mutual agreement signed by both the Employer and the Union.

#### **Section 4.** **Illness and Disability Leave**

In the event the Employer has good faith reason to believe that an employee is physically or medically incapable of continuing to work, it may require that the employee be examined by a doctor of its choice and its expense and/or its time.

In the event of a disagreement between a doctor selected by the Employer and a doctor selected by the Union, and/or employee, the Employer and Union doctor or the parties shall select a third (3rd) doctor within seven (7) days whose opinion shall be final.

The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

The medical leave of absence shall continue until such time as the Employer's or employee's doctor certifies that the employee is physically able to resume working. In the event of a disagreement over the employee's physical condition the procedure set forth in the above paragraphs shall be followed.

There shall be no distinction between the granting of maternity leave and leaves of absence for illness or disability. Where existing sickness and accident plans provide for sickness and accident weekly disability benefits, major medical benefits, etc. the same shall apply to employees on maternity leave in the same fashion and in like amounts.

#### **Section 5.** **Personal Leave of Absence**

Any employee desiring leave of absence from the Employer shall secure written approval from both the Union and the Employer. Such approval not to exceed ninety (90) calendar days. An employee may apply for extension of ninety (90) calendar days which may or may not be approved by Employer and Union.

An employee using leave of absence as a subterfuge shall forfeit his/her seniority rights and job.

An employee shall not accept employment elsewhere while on leave of absence unless mutually agreed between the Employer and the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee.

#### **Section 6.** **Employee Benefits**

None of the employee benefits defined within this **Part VI** Agreement shall accrue to an employee while on a leave of absence, except seniority and vacation rights.

#### **Section 7.** **Health & Welfare and Pension Coverage**

Any employee on a leave of absence as provided for above must make suitable arrangements for continuation of health & welfare and pension payments prior to the approval of such leave by the Local Union and the Employer.

**NEW ARTICLE 105 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 42)**

**ARTICLE 105.**  
**DISCHARGE, SUSPENSION AND DISCIPLINE**

The Employer has the right to discharge, suspend or discipline any employee at any time for just cause. The Employer will advise the employee and the Local Union, in writing, within ten (10) working days from the time the offense comes to the attention of the Employer, of the action taken, together with a reason or reasons why it considers the conduct of the employee justified the action taken.

Should the Union advise the Employer, in writing, that it considers the discharge, suspension or discipline unjust, together with its reasons for considering the action unjust within ten (10) working days after receipt of the Employer's statement, the question of the employee's reinstatement shall be resolved in accordance with the grievance procedure under this **Part VI** Agreement.

Employees given notice of discharge for committing an offense for which a prior warning letter is required will not be separated from employment until after the Employer, the Local Union and the employee have reviewed the facts involved. Such meeting shall be held within ten (10) days after request of the Employer, excluding Saturdays, Sundays and paid holidays.

**NEW ARTICLE 106 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 44)**

**ARTICLE 106.**  
**PAY PERIOD**

All employees covered by this **Part VI** Agreement shall be paid-in-full weekly. Such pay shall be received by the employee not later than one (1) week after the close of the pay period. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. The Employer and Union may by mutual agreement provide for a two (2) week holdback.

**NEW ARTICLE 107 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 45)**

**ARTICLE 107.**  
**HOURS OF WORK AND PAID-FOR TIME**

**Section 1.**  
**Workday and Workweek**

(a) The workday shall consist of eight (8) consecutive hours exclusive of the lunch period of not less than one-half (½) hour nor more than one (1) hour. The workweek shall consist of five (5) consecutive workdays, Monday through Friday, or Tuesday through Saturday. However, where the workweek is now limited to the period from Monday through Friday, that condition shall continue unless the parties agree otherwise. Regular employees shall be guaranteed forty (40) hours' work or pay if available for work. Probationary employees shall be considered regular employees for the purpose of this provision.

(b) For purposes of this **Part VI Agreement** the term "workday" shall refer to a work shift and shall not refer to a calendar day. It is further agreed that a workday commencing on one (1) calendar day and ending on another calendar day shall, for purposes of this **Part VI Agreement**, be considered as one (1) workday.

(c) Legitimate layoffs caused by fire, floods or other Acts of God, utility failure or other civil emergency or strikes at terminals, shall not be guaranteed any hours beyond hours worked in the week in which the layoff occurs or in the week of such employees' return to work, provided such employees are given their regular work turn during the portion of such weeks worked.

(d) The Employer shall give a two (2)-hour notice whenever possible, when employees are required to work overtime. Employees may be required to work overtime. No office employees shall be required to work more than ten (10) hours in any one (1) shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God.

## **Section 2.** **Overtime Rate**

Unless otherwise specifically spelled out, it is understood and agreed that for purposes of this **Part VI Agreement** the term "overtime" shall mean time and one-half (1 ½) the straight-time hourly rate.

## **Section 3.** **Hours After Which Overtime Paid**

(a) All time worked in excess of eight (8) hours per workday, or forty (40) hours per workweek, shall be considered as overtime and paid at the rate of time and one-half (1 ½) the straight-time hourly rate. There shall be no pyramiding of daily or weekly overtime and/or premium pay. Also hours worked on a holiday which falls on a regularly scheduled workday shall not be taken into consideration in computing weekly overtime.

(b) Daily overtime work will be assigned on the basis of classification and shift with the understanding that in any particular classification, the individual's seniority will

be recognized within the classification of work. Weekend overtime will be given by seniority within the classification; provided, however, that, if all employees within the classification refuse the available overtime work, then terminal seniority shall prevail in the assignment of weekend overtime, with the understanding that the individual must be qualified to perform the work.

(c) It is mutually agreed that vacation replacements shall not be entitled to weekend overtime.

(d) In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1 ½) times the regular rate, provided the holidays fall within the scheduled workweek.

**Section 4.**  
**Sixth Consecutive Day**

All work performed on the sixth (6th) workday shall be considered as overtime and the employee shall be paid at the rate of time and one-half (1 ½) the straight-time hourly rate.

**Section 5.**  
**Seventh Consecutive Day**

All work performed on the seventh (7th) consecutive day shall be compensated for at double the employee's straight-time hourly rate.

**Section 6.**  
**Sunday Work**

With the exception of a Tuesday-Saturday workweek, aAll work performed on Sunday as such shall be compensated at two (2) times the employee's straight-time hourly rate provided the employee has worked forty (40) hours in that week, otherwise, the rate of pay for Sunday work shall be one and one-half (1 ½) the employee's straight-time hourly rate.

However, employees shall receive double time for work performed on Sunday during a holiday week where the workweek has been reduced, provided the employee has worked an amount equal to the reduced workweek prior to Sunday.

**Section 7.**  
**Holiday Work**

All work performed on a calendar day recognized by this **Part VI** Agreement as a holiday shall be compensated at two (2) times the employee's regular rate.

**Section 8.**  
**Daily Guarantee**

If an employee reports for and is put to work on a regularly scheduled workday during the workweek, he/she shall be guaranteed eight (8) hours' work or pay. Such guarantee shall not apply in the event the employee does not perform the work available.

**Section 9.**  
**Show-up Time**

If an employee is ordered to work, but not put to work upon reporting, he/she shall be paid six (6) hours' pay at the straight-time hourly rate.

**Section 10.**  
**Sixth-Seventh Consecutive Workday and Holiday Guarantees**

The daily guarantee as provided for above in Section 8 shall be reduced to four (4) hours when an employee is ordered to report and put to work on his/her sixth or seventh consecutive workday or any day recognized within this **Part VI** Agreement as a holiday. Such guarantee shall not apply in the event the employee does not perform the work available.

**Section 11.**  
**Starting Times**

Starting times are subject to management discretion as long as they are in keeping with sound business practices and do not reflect discrimination or prejudice. Each employee covered by this **Part VI** Agreement shall have a designated starting time. Bid starting times will not be changed in the middle of the workweek.

**Section 12.**  
**Paid-for Time**

Time shall be computed from the time that the employee is ordered to report to work and registers in until he/she is effectively released from duty. There shall be only one (1) lunch period deducted in any twelve (12)-hour period.

**Section 13.**  
**Recall**

In the event an employee has been effectively relieved from duty and is recalled within

eight (8) hours, he/she shall be paid at time and one-half (1 ½) the straight-time hourly rate for time worked with a minimum guarantee of four (4) hours' work or pay.

Recall shall be permitted within eight (8) hours for weekend overtime and shall be based upon seniority within the job classification affected. If the senior qualified employees refuse, the junior qualified employee shall be required to perform the work.

**Section 14.**  
**Travel Pay**

Office employees sent from one (1) terminal to another to work temporarily will be paid for travel time and expenses in an amount to be mutually agreed between the Union and the Employer. In case of disagreement, the same will be handled as a dispute in accordance with the grievance procedure as set forth in Article 7, Section 4 of the National Agreement<sup>43</sup>.

**NEW ARTICLE 108 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 46)**

**ARTICLE 108.**  
**PART-TIME EMPLOYEES**

**Section 1.**

The Employer may use regular part-time employees, provided, they shall not be used as a subterfuge to defeat this **Part VI** Agreement, and the need for such part-time employees to work on a regular basis shall be approved by the Central Automobile Transporters Joint Arbitration Committee.

**Section 2.**  
**Guarantee**

Part-time employees shall be guaranteed four (4) hours' work or pay daily at the hourly rate which shall be equal to the classification minimum rate paid to a full-time employee for the same type of work.

**Section 3.**

None of the terms and conditions of this **Part VI** Agreement shall apply to regular part-time employees except: Article **11352** entitled Health and Welfare Benefits; Article **5453** entitled Pensions; and Article 23 entitled Cost of Living; and, on a prorated basis: Article **11254** entitled Holidays; and Article **11454** entitled Vacations; and, Article **11555** entitled Sick Leave on the basis of five (5) sick days at four (4) hours per day under the same conditions as found under Article **11555**.

**Section 4.**

All regular part-time employees shall be members of the Union or shall become members of the Union as provided for in this Part VI Agreement.

**Section 5.**

Any employee who works over thirty (30) hours per week shall not be considered a part-time employee under this Section.

**Section 6.**

Any Employer who utilizes regular part-time employees must offer full-time positions to those employees when such jobs are available if those employees are qualified, before new employees are hired.

**Section 7.**

Any regular seniority employee changed to part time because of a reduction in the office unit will retain seniority rights, including bidding rights, and shall receive all fringe benefits on a pro rata basis.

**NEW ARTICLE 109 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 47)**

**ARTICLE 109.**  
**MEAL PERIOD**

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals, but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty four (4) hours or after he/she has been on duty six (6) hours.

**NEW ARTICLE 110 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 48)**

**ARTICLE 110.**  
**SPLIT SHIFTS**

There shall be no "split shifts." Any employee put to work shall work and be paid continuously from the clock-in time until the clock-out time except for meal period. This Article will not apply to an employee who has completed a working shift and is subsequently called back to work within an eight (8)-hour period. In such instance, Article 10745, Section 13 will apply.

**NEW ARTICLE 111 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 49)**

**ARTICLE 111.**  
**TIME CLOCKS**

A daily time record shall be maintained by the Employer at its place of business. It is agreed that the Employer will maintain a time clock for such purpose.

**NEW ARTICLE 112 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 51)**

**ARTICLE 112.**  
**HOLIDAYS**

**Section 1.**

Regular full-time employees, who are not on authorized leave of absence, will be eligible for eight (8) hours' pay for the following holidays, providing, they work their last scheduled shift prior to or their first scheduled shift after the holiday, except in cases of proven illness or injury or unless absence has been mutually agreed.

The holidays to be observed are as follows:

New Year's Day, Memorial Day, Good Friday, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th, and Christmas Day.

Any of the above recognized holidays falling on Sunday will be observed the following Monday.

Employees will be entitled to one (1) additional holiday in the form of a personal holiday.

When an employee requests a day off as a personal paid holiday and a portion of the employee's scheduled shift falls within that day, the employee shall not be paid the holiday rate of pay for that portion of the shift.

**Section 2.**

With respect to time off the day preceding New Year's, past practices shall prevail. However, if there is no work available for office employees on the days in question, they shall be given time off with pay.

**Section 3.**  
**Holiday Work-Rate of Pay**

All work performed on any of the mentioned holidays shall be paid for at double time the employee's straight-time hourly rate.

In the event a workday shall start on an evening preceding a day recognized by this **Part VI Agreement** as a holiday, and shall continue into the holiday, all hours worked on the calendar day recognized as the holiday shall be paid for at the holiday rate.

In the event a workday shall start prior to midnight on any day recognized by this **Part VI Agreement** as a holiday and continue into the next calendar day, all hours worked on the calendar day recognized as the holiday shall be paid for at the holiday rate. However, the rate of pay shall revert to the straight-time hourly rate at midnight and continue at the straight-time hourly rate until the employee is entitled to the overtime rate by reason of having worked in excess of eight (8) hours during that workday.

All such hours worked on a holiday shall be included in determining the daily guarantee and hours after which overtime is paid. When work is performed as above, the holiday daily guarantee of four (4) hours shall not be applicable for work performed on the calendar day recognized as the holiday.

**Section 4.**

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury, or during period of permissible absence. This does not apply to employees taking leave of absence for full-time employment with the Union.

**Section 5.**

If any holiday falls within the thirty (30)-day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this **Part VI Agreement**. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30)-day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

**Section 6.**  
**Part-time Employees**

A regular part-time employee shall receive holiday pay on a prorated basis. Payment shall be based on the number of hours the employee is regularly scheduled to work on a daily basis. For example, if an employee works three (3) hours per day he or she shall be entitled to three (3) hours' holiday pay; an employee who works four (4) hours per day shall be entitled to four (4) hours' pay; an employee who is employed for five (5) hours per day shall be entitled to five (5) hours' pay.

**NEW ARTICLE 113 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 52)**

**The economics and dates contained in all of the sections of the new Article 113 (formerly Michigan Office Workers Article 52) will be modified to reflect the National General Monetary Agreement upon approval.**

**ARTICLE 113.**  
**HEALTH AND WELFARE**

**Section 1.**

(a) Effective August 1, 2003, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of two hundred twenty-five dollars and seventy cents (\$225.70) per week. However, if a participant works only one (1) day in a week, the Employer is only obligated to pay thirty four dollars (\$34.00).

(b) Combined weekly health and welfare and pension contributions shall be increased (for each employee) as follows:

Effective August 1, 2003 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2004 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2005 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2006 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2007 - 70¢ per hour (\$28.00 per week).

(c) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless specifically stated otherwise in the Supplemental Agreement(s).

(d) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.

(e) The Supplemental Negotiating Committees shall allocate the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2003, and the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2004, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2005, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2006, and the twenty-eight dollars (\$28.00) per week (70¢ per hour) increases on August 1, 2007, between the pension and health & welfare funds within the area of the Supplemental Committee. 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 such sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or seventy cents (70¢) per hour (\$28.00 per week) which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health and Welfare Funds.

The National Negotiating Committee shall determine the form and nature of the information to be submitted by the respective Health and Welfare Funds, which information shall be submitted to the National Negotiating Committee ninety (90) days prior to August 1, 2004, August 1, 2005, August 1, 2006 and August 1, 2007.

The above payment will not be required if another Employer has made health and welfare contributions into the Michigan Conference of Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund for said employee for the week in question.

If an employee on the seniority list is worked a day in any workweek either as a replacement or supplementary employee, the Employer shall pay the daily contribution in accordance with Section 1(a) of this Article.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

(f) Employers presently making payments to the Michigan Conference of

Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund and Employers who may subsequently begin to make payments to such funds, shall continue to make such payments for the life of this **Part VI Agreement**.

(g) By the execution of this **Part VI Agreement**, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken, or to be taken, by such Trustees within the scope of their authority.

(h) If an employee is absent because of pregnancy, illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, pursuant to Article **10441**, Section 5 of this **Part VI Agreement**, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

(i) Contributions to the health and welfare fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this **Part VI Agreement**, including weeks where work is performed for the Employer but not under the provisions of this **Part VI Agreement**, and although contributions may be made for those weeks into some other health and welfare fund.

(j) Employees who work either temporarily or in cases of emergency under the terms of this **Part VI Agreement** shall not be covered by the provisions of this paragraph. Contributions to the health and welfare fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of this **Part VI Agreement**, including weeks where work is performed for the Employer but not under the provisions of this **Part VI Agreement**, and although contributions may be made for those weeks into some other health and welfare fund.

## **Section 2.**

Any Employer who has a health and welfare plan in effect at the time of the signing of this **Part VI Agreement** will be allowed to continue said plan if he so desires, provided, first, that the benefits provided therein are equal to or greater than the benefits provided

for in the Michigan Conference of Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund and second, that a majority of the employees in the unit express a desire to continue the Company plan. However, no Employer shall be required to maintain two (2) plans of health and welfare insurance.

### **Section 3.**

The terms and conditions of Article 43, Section 5, "health and welfare delinquencies" shall apply hereto. **Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this Part VI Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health and welfare or pension payments, the Local Union shall have the right to take such action as it deems necessary until such delinquency payments are made and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.**

### **Section 4.**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this **Part VI Agreement**, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this **Part VI Agreement** regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **NEW ARTICLE 114 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 54)**

### **ARTICLE 114.** **VACATIONS**

#### **Section 1.** **Scheduling**

Schedule for vacations shall be posted between January 1st and March 31st of each year and vacations shall be granted by seniority. Vacations requested after March 31

shall be granted on a first-come, first-served basis, providing the employee has vacation time due, and further provided, however, that mutually acceptable practices which are in effect on May 31, 2003, and which vary from this requirement will remain in effect.

At locations with more than four (4) active employees covered by this **Part VI Supplemental Agreement**, employees will be allowed to take one (1) week of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:

(1) The employee must be eligible for three (3) or more weeks vacation.

(2) The employee must give fifteen (15) days written notice to his/her Employer. The Employer must respond in writing within forty-eight (48) hours, excluding Saturdays, Sundays or holidays.

(3) The number of employees entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.

(4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.

(5) An employee will be allowed to use only one (1) week of vacation one day at a time during the vacation year.

(6) The Local Union and Employer will use this section unless mutually agreed otherwise.

**Section 2.**  
**Amounts**

Employees who have worked sixty percent (60%) or more of the total working days (based on a five (5)-day week) during any anniversary year shall be eligible for vacation pay as follows:

|   |                        |
|---|------------------------|
| <u>One (1) year employment</u> .....    | <u>One (1) week</u>    |
| <u>Two (2) years or more</u> .....      | <u>Two (2) weeks</u>   |
| <u>Ten (10) years or more</u> .....     | <u>Three (3) weeks</u> |
| <u>Fifteen (15) years or more</u> ..... | <u>Four (4) weeks</u>  |
| <u>Twenty (20) years or more</u> .....  | <u>Five (5) weeks</u>  |

**Section 3.**  
**Eligibility**

During the first (1st) year of employment the employee must work sixty percent (60%) of

the total working days in order to obtain his/her vacation and must have been employed for the full year. During the second (2nd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. Time lost due to sickness or injury shall be considered days worked up to and including a maximum of sixty (60) working days. No more than one (1) vacation will be earned in any twelve (12)-month period.

#### **Section 4.** **Vacation Pay for Terminating Employees**

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except, any employee who has quit, been discharged or laid off before he/she has worked his/her sixty percent (60%) shall be entitled to the vacation pay earned on a pro rata basis provided he/she has worked his/her first (1st) full year.

#### **Section 5.** **Computation**

Vacation pay shall be computed at the employee's regular straight-time hourly rate and shall be computed to forty-five (45), ninety (90), one hundred thirty-five (135), one hundred eighty (180) or two hundred twenty-five (225) hours times such straight-time hourly rate, dependent upon the number of weeks vacation to which said employee is entitled under Section 2 above. Straight-time pay shall mean the hourly rate paid to all Company employees during each week the individual employee is actually on vacation. Vacation pay for employees on the payroll at the time of signing this **Part VI Agreement** shall be figured on the same basis as their previous vacation checks.

#### **Section 6.** **Advance Vacation Pay**

Vacation pay shall be paid prior to vacation if desired, providing employees give at least one (1) week's notice.

#### **Section 7.** **Holiday During Vacation Period**

It is also agreed that whenever a holiday falls within an employee's vacation period, the employee shall receive holiday pay in addition to receiving the full vacation pay; however, in such cases it shall be optional with the employee whether he/she accepts the holiday pay or prefers to take one (1) additional day's vacation with pay in lieu of the holiday pay.

**Section 8.**  
**Part-time Employees Prorated Vacation Pay**

Regular part-time employees who have satisfied the eligibility requirements of this Article shall be entitled to prorated vacation pay which shall be equal to the number of hours the employee is regularly scheduled to work on a weekly basis for each week of vacation the employee is eligible by virtue of years of employment under the schedule set forth in Section 2 above. (For example, an employee with two (2) years of employment who is regularly scheduled to work twenty (20) hours per week shall be entitled to forty (40) hours' vacation pay (20 hours x 2 weeks = 40 hours); an employee with eleven (11) years of employment who is regularly scheduled to work twenty (20) hours per week shall be entitled to sixty (60) hours' vacation pay (20 hours x 3 weeks = 60 hours); etc.)

**NEW ARTICLE 115 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 55)**

**ARTICLE 115.**  
**SICK LEAVE**

All employees covered by this **Part VI Agreement** shall be entitled to sick pay each calendar year as follows:

(a) All employees hired prior to ratification of the 1988 **Michigan Office Workers'** Agreement shall receive the five (5) sick days referred to in Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Additionally, employees on the seniority list prior to ratification of the 1988 **Michigan Office Workers'** Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (½) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled workdays for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

Any portion of the unused eleven (11) compensable sick days shall be paid to employees on or before the day prior to Christmas of each year.

(b) Employees hired after ratification of the 1988 **Michigan Office Workers'** Agreement shall be entitled to the five (5) sick days in accordance with Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Any portion of the unused five (5) compensable sick days shall be paid to employees on or before the day prior to Christmas each year.

Additionally, employees hired after the ratification of the 1988 **Michigan Office Workers'** Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (½) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

These six (6) compensable sick leave days shall be paid only for a proven illness. These days may be accumulated during the life of this **Part VI** Agreement and must be taken at the time of illness.

Those employees hired after ratification of the 1988 **Michigan Office Workers'** Agreement through December 15, 1988 will earn this sick pay based on four (4) hours for each month, provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

It is understood and agreed that at no time shall any sick pay be used unless the employee is sick. The Employer may request evidence of an employee's right to claim benefits under this Article. Chronic offenders of this Section may be required to produce a doctor's certificate.

(c) Employees who retire shall be eligible for pay for up to five (5) days of unused sick leave provided they have worked ninety (90) days or more during the contract year.

## **NEW ARTICLE 116 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 56)**

### **ARTICLE 116.** **SANITARY CONDITIONS**

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

## **NEW ARTICLE 117 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 57)**

### **ARTICLE 117.** **RATES OF PAY**

#### **Section 1.** **Classifications and Minimum Rates**

#### **DETROIT AND PONTIAC**

**The economics and dates contained in all of the sections of the new Article 117 (formerly Michigan Office Workers Article 57) will be modified to reflect the National General Monetary Agreement upon approval.**

## **UPSTATE MICHIGAN**

(Job classifications listed under each group number for the Detroit and Pontiac areas apply to the same group numbers for the Upstate Michigan Minimum Rates listed below.)

**The economics and dates contained in all of the sections of the new Article 117 (formerly Michigan Office Workers Article 57) will be modified to reflect the National General Monetary Agreement upon approval.**

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **Section 2.** **Shift Differential**

A shift differential of five cents (5¢) per hour above the employee's established rate of pay shall be paid to all employees whose regular scheduled starting time is 11:00 a.m. or between 11:00 a.m. and 5:00 a.m.

### **Section 3.** **Small Offices**

Employees working in offices having three (3) or less employees working under the classifications of this **Part VI** Agreement doing general office work which falls within the first four (4) groups shall automatically receive the rate of pay for Group IV. However, even in the small office referred to herein, if an individual employee does not regularly perform any work in Group IV, then he/she will be classified at the rate of pay for the highest paid classification of work which they regularly perform.

However, where an employee in the small office occasionally performs work in a classification higher than their regularly assigned classification, all time spent on such work in excess of one (1) hour will be paid at the highest rate of pay.

### **Section 4.** **Rate for Work Performed on Higher or Lower Rated Jobs**

It is further agreed that any employee in a higher-rated classification may at any time perform duties of a lower-rated classification without a decrease in pay. It is further agreed that any employee in a lower-rated classification may perform the duties of a higher-rated classification for a period not to exceed two (2) hours in any one (1) day without any increase in pay for the period spent in the performance of duties incidental to such higher-rated classification; however, if more than two (2) hours are spent in the higher classification, the higher rate of pay will be paid for the entire day.

It is further agreed that employees excluded from the bargaining unit shall not perform the duties of employees within the bargaining unit except in cases of emergencies. Employees excluded from the bargaining unit may help and assist employees within the bargaining unit, provided such help and assistance is not being used by the Employer to avoid filling a vacancy.

### **Section 5.**

Where new types of equipment and/or operations for which rates of pay are not established by this **Part VI** Agreement are put into use within operations covered by this **Part VI** Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

### **Section 6.**

Any individual employed to replace absentees and/or employees on vacation shall not gain seniority during that period of replacement employment except as provided in the following paragraph.

If the Employer employs said replacement employee on a regular basis at which time said individual's seniority shall revert back thirty (30) days prior to becoming a regular employee. This clause will not be used as a substitute to not hire regular employees.

None of the terms and conditions of the contract except wage rate, cost of living, Union security clause and the applicable new provisions under pension will accrue to the replacement employee.

In the event an employee works pursuant to this Section ninety (90) working days within a six (6)-month period the employee shall be placed on the seniority list and the seniority date shall be thirty (30) days prior to said ninety (90)-day period.

## **NEW ARTICLE 118 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 58)**

### **ARTICLE 118.**

## **INVALIDATION CLAUSE**

If any of the terms and conditions of this **Part VI Agreement** are in violation of any state or federal law, or court decision or decree, then, to the extent of the violation, this **Part VI Agreement** shall be null and void and subject to renegotiation. If any portion of this **Part VI Agreement** is declared illegal, it shall not in any way affect the remaining provisions of this **Part VI Agreement**.

## **NEW ARTICLE 119 (FORMERLY MICHIGAN OFFICE WORKERS ARTICLE 59)**

### **ARTICLE 119.** **MICHIGAN OFFICE WORKERS**

#### **Uniform Rules and Regulations**

Governing the actions of Michigan employees covered by **Part VI of the Central and Southern Area** ~~the State of Michigan Office Workers Supplemental Agreement to the National Master Automobile Transporters Agreement.~~

Amended Effective July 13, 1979

The following rules and regulations and the penalties to be charged for violation of same are placed into effect (with the joint approval of the Employer and the Union) so that all employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the employee's right, through the Union of which he is a member, to challenge a penalty through the regular grievance procedure ~~established in the Michigan Office Workers Supplemental Agreement.~~ Rules and regulations herein contained shall not supersede any provision of the present Union agreements.

The Employer reserves the right, upon proper notification to the Union, to revise the rules and regulations listed herein, subject to the affirmative decision of the majority of the Joint Arbitration Committee; and also reserves the right to the use of the grievance machinery ~~as contained in its present Michigan Office Workers Supplemental Agreement.~~

#### **1. Equipment and Supplies:**

(a) Unauthorized use of company equipment and/or supplies.

1st offense - reprimand

2nd offense - reprimand  
3rd offense - 3-day layoff  
4th offense - subject to discharge

(b) Failure to report defective equipment on forms provided.

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - subject to discharge

(c) Failure to properly protect the company's office equipment.

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - 1-week layoff  
4th offense - subject to discharge

## **2. Conduct**

(a) Drinking alcoholic beverages, using or possessing narcotics, amphetamines, barbiturates, hallucinogenics or other controlled substances or drugs or marijuana while on duty and/or failing to submit to a sobriety test if the employee appears to be under such influence while on duty.

Subject to discharge.

(b) Drinking prior to reporting for duty (where employee's condition is such that it may affect the performance of his/her duties, or impair the work performance and safety of others).

1st offense - 1-day layoff  
2nd offense - 3-day layoff  
3rd offense - subject to discharge

(c) Discourtesy to customers.

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - 1-week layoff  
4th offense - subject to discharge

(d) Theft or dishonesty of any kind.

Discharge.

(e) Flagrant disobeying of orders and/or insubordination to supervisory personnel.

1st offense - reprimand

2nd offense - subject to discharge

(f) Direct refusal to perform assigned work covered by the Agreement.

Subject to discharge.

(g) Fighting on the company premises or on duty.

Subject to discharge.

(h) Filing a false or incomplete employment application.

Discharge.

(i) Unauthorized use of time cards.

Discharge.

(j) Gambling on company premises or on duty (after discussion with union representative).

1st offense - reprimand

2nd offense - discharge

(k) Participating, instigating and/or perpetuating an unauthorized work stoppage.

Discharge.

### **3. Work Performance:**

(a) Inaccurate preparation of work assigned.

1st offense - reprimand

2nd offense - reprimand (meeting with Union)

3rd offense - 3-day layoff

4th offense - subject to discharge

(b) Failure to maintain work assigned in a reasonable current status.

1st offense - reprimand

2nd offense - reprimand (meeting with Union)

3rd offense - 3-day layoff

4th offense - subject to discharge

#### **4. Attendance:**

(a) Reporting late for work.

1st offense - reprimand

2nd offense - reprimand

3rd offense - reprimand

4th offense - 3-day layoff

Subsequent offenses - subject to discharge

(b) Failure to notify company personnel (supervisory) not less than one (1) hour before regular show up time when unable to report for duty (where supervisory employee is available).

1st offense - reprimand

2nd offense - reprimand

3rd offense - reprimand

4th offense - 3-day layoff

Subsequent offenses - subject to discharge

(c) Absent one (1) or two (2) successive working days without notice.

1st offense - reprimand

2nd offense - 1-day layoff

3rd offense - discharge

(d) Absent three (3) successive working days without notice.

Voluntary quit.

(e) Excessive absenteeism.

1st offense - reprimand

2nd offense - 1-week layoff

3rd offense - discharge

(f) Abuse of scheduled break and/or lunch periods.

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - reprimand  
4th offense - 3-day layoff  
5th offense - subject to discharge

**5. Accident:**

(a) Major chargeable vehicle accident after full investigation.

Discharge.

(b) Minor chargeable accident.

1st offense - reprimand  
2nd offense - 3-day layoff  
3rd offense - 1-week layoff  
Subsequent offenses - subject to discharge

(c) Failure to report all accidents promptly and personal injury or major accidents immediately.

1st offense - 3-day layoff  
2nd offense - 1-week layoff  
Subsequent offenses - subject to discharge

**6. Miscellaneous:**

(a) Garnishee Suits. Upon being served with a garnishee summons, the Company will immediately notify the principal defendant so that he may have an opportunity to secure a release for the Employer before the Employer is required to file disclosure.

(b) Failure to maintain a reasonably neat appearance appropriate to office atmosphere.

1st offense - reprimand (meeting with Union)  
2nd offense - reprimand  
3rd offense - 3-day layoff  
4th offense - subject to discharge

(c) Penalty for three (3) major offenses.

Subject to discharge.

**NOTE 1:** A minor offense is defined as one for which the penalty is a reprimand.

**NOTE 2:** A major offense is defined as one for which the penalty is disciplinary time off.

Minor offenses against any employee's record that are over six (6) months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine (9) months old shall be forgiven and the employee's record wiped clean.

**The following provisions of the State of Michigan Office Supplement have been removed from the Central-Southern Area Supplemental Agreement as duplicative language.**

| <b>Old Michigan Office Workers Articles</b>      | <b>National Agreement Articles</b>         |
|--|--|
| Article 38 (Probationary Period - New Employees) | Article 3, Section 2 (Probationary Period) |
| Article 43 (Grievance Procedure)                 | Article 7, Section 4 (Grievance Procedure) |
| Article 50 (Funeral Leave)                       | Article 10, Section 4 (Funeral Leave)      |
| Article 60 (Work Preservation)                   | Article 33 (Work Preservation)             |

**The following provisions of the State of Michigan Office Supplement have been removed from the Central-Southern Area Supplemental Agreement as duplicative language.**

| <b>Old Michigan Office Workers Articles</b> | <b>Central-Southern Agreement Articles</b> |
|---|--|
| Article 53 (Pension)                        | Article 54 (Pension)                       |
| Article 61 (Termination Clause)             | Article 57 (Termination Clause)            |