

TEAMSTERS
National Freight Industry Negotiating Committee



February 13, 2009

**Cut-Over, Utility Employee
Decisions Released**

Bidding Begins at 9 a.m. Monday (Central Time)

To: All Freight Local Unions

From: Tyson Johnson, National Freight Director

Attached is the Yellow-Roadway Cut-Over Change of Operations decision and the Utility Employee Change of Operations decision (MR-UE-CO-01-01/2009). Please post these decisions at your freight work sites. The decisions will also be posted on the Teamsters web site, www.teamster.org.

The consolidated seniority lists are at terminals now and Teamster members should familiarize themselves with their seniority. Also attached is information about the bidding procedure scheduled for Monday, February 16.

The Teamsters National Freight Industry Negotiating Committee (TNFINC) worked with Trucking Management, Inc. (TMI), the employers group, to make sure Teamsters' contract rights were fully protected in these decisions.

If you have any questions, please call the Freight Division at (202) 624-8761.

Thank you.

TEAMSTERS
National Freight Industry Negotiating Committee



February 13, 2009

**Important Information About The
Yellow-Roadway Bid Procedure**

To: All Freight Local Unions

From: Tyson Johnson, National Freight Director

The telephone bid for the YRCW Cut-Over Change of Operations begins at 9 a.m. (Central Standard Time) Monday, February 16, and will continue on Tuesday, February 17 if necessary.

The call will be conducted by the YRCW general office in Overland Park, Kansas with leaders from the Teamsters National Freight Division present. The telephone number for the bid is 1-(800) 553-0327.

For the call, Teamster members need to be at their bidding location no later than 8:30 a.m. The location will be either their local union or at their terminal. Members should check with their local union and terminal to determine the location.

Members should be on the call by 8:30 a.m. At that time, members may call a different number (depending on whether they are in the West, Central, East or South) where they may ask questions and get information about the bidding process. Those regional numbers will be disclosed sometime before the 9 a.m. bid begins.

About 300 locations will be bidding.

Yellow/Roadway
Cut-Over Change of Operations

MR-CO-01-01/2009

Sheraton Grand
DFW Airport

February 13, 2009

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

1. The Company's proposed method of bidding with the local portion of the bids being completed prior to February 15 and the pool telephone bid being held on February 16, (and the 17th if necessary) 2009, at the hour of 0900 CST is approved.
2. For purposes of bidding and /or selecting original staffing to follow the work positions at the terminals affected, the affected seniority lists, including both active and inactive employees, by classification, shall be merged and dovetailed based on each employees present bidding and layoff seniority date.

In an effort to insure there will be an opportunity for the most senior employees to select the work that will be available following the merger of Yellow Transportation and Roadway Express the following will apply:

3. At those locations where two (2) or more terminals are located within the jurisdiction of a single Local Union and the work of one (1) or more of those terminals is transferred, in whole or in part, to one or more of the other terminals, the original staffing of the terminals involved shall be offered to a merged and dovetailed seniority list, by classification, (excluding office clerical employees) that will include both active and inactive employees from each of the terminals affected. The original staffing of these terminals shall be offered to a merged and dovetailed seniority list that will include both active and inactive employees from each of the terminals affected. Employees who do not have enough seniority to successfully claim an original staffing position shall be placed on a master layoff off seniority list and subsequent day-to-day and recall work opportunity is referred back to the Local Union and the Employer to determine the method by which such work opportunities will be made and the Committee admonishes both parties of their joint responsibility to resolve these matters.

4. At those locations where two (2) or more terminals are located within the jurisdiction of two (2) or more Local Unions and the work of one (1) or more of those terminals is being transferred, in whole or in part, to one (1) or more of the other terminals, the original staffing of these terminals shall be offered to a merged and dovetailed seniority list, by classification, (excluding office clerical employees) that will include both the active and inactive employees from each of the terminals affected. Employees who do not have enough seniority to successfully claim an original staffing position shall be placed on a master layoff seniority list, in accordance with their present bidding and layoff seniority date and shall be offered both day to day and recall work opportunity at the terminals involved, unless otherwise mutually agreed to. Employees who accept day-to-day work opportunity have an obligation to protect the start time of the shift they accept work on.

5. Clerical Seniority Application

Historically, the Change of Operations Committee has protected the integrity of the NMFA bargaining unit in connection with Change of Operations by endtailing employees consolidating with the unit from facilities not covered by NMFA collective bargaining agreements. The Committee similarly has protected the integrity of bargaining units under "white paper" agreements in conjunction with Change of Operations by endtailing employees consolidating with those units from facilities not covered by the same "white paper" agreement. In both instances, consolidating employees are endtailed onto the seniority list covering their classification of employment.

This established method of protecting the integrity of existing freight industry bargaining units shall be applied in this Change of Operations. At those locations with an office consolidation or follow the work employee moves, classification seniority in the applicable collective bargaining unit shall prevail and majority rule shall determine represented status:

- At locations where the majority of the combined group is covered by a Regional Supplemental Agreement to the NMFA, classification seniority in the collective bargaining unit under that Regional Supplemental Agreement shall be recognized. Employees with classification seniority under that Regional Supplemental Agreement shall be dovetailed based on each employee's present bidding and layoff seniority date. Those employees without classification seniority under the Regional Supplemental Agreement shall be endtailed.
- At locations where the majority of the combined group is covered by a "white paper" agreement, classification seniority in the collective bargaining unit under that "white paper" agreement shall be recognized. Employees with classification seniority under that "white paper" agreement shall be dovetailed based on each employee's present bidding

- and layoff seniority date. Those employees without classification seniority under the "white paper" agreement shall be entailed.
- At locations where the majority of the combined group is non-union or where the combined group is composed of an equal number of union and non-union employees, the resulting unit shall be non-union. Employees at the consolidated facility with classification seniority under a Regional Supplemental Agreement or "white paper" agreement shall be entailed.

Employees who did not have classification seniority and are entailed pursuant to the foregoing shall retain their Company seniority date for purposes of vacation entitlement and shall not suffer a reduction in wages as a result of this decision and shall be given a classification seniority date as of the date the new merged seniority list is constructed and shall be ranked among themselves in accordance with their present Company date of hire.

Employees who had classification seniority and are entailed pursuant to the foregoing shall retain their classification seniority date for vacation purposes and shall not suffer a reduction in wages as a result of this decision. In addition, and in compliance with the applicable provisions of the collective bargaining agreement covering the affected employees at the time they consolidate into an entail position and under the authority of Article 8, Section 6(a) of the NMFA health & welfare and pension contributions shall continue to be paid into the respective Trusts such contributions were being paid prior to the employee being consolidated.

6. Mechanic Seniority

As set forth in Provision 5 above, the Change of Operations Committee has historically also protected the integrity of mechanic's bargaining units. At those locations with a consolidation of mechanics or follow the work mechanics moves, classification seniority in the applicable collective bargaining unit shall prevail and majority rule shall determine represented status. Accordingly the following shall apply:

- Employees, who transfer from a location where their classification seniority is subject to a "white paper" agreement into a location that is subject to a separate "white paper" agreement or a Regional Supplemental Agreement to the NMFA, shall be entailed on the seniority list at the location they transfer into.
- Employees, who transfer from a location where their classification seniority is subject to the terms of a Regional Supplemental Agreement to the NMFA into a location that is subject to the terms of a "white paper" agreement, shall be entailed on the seniority list at the location they transfer into.
- Employees, who are entailed under this provision, shall be given a new classification seniority date for purposes of bidding and layoff as of the date the transfer became effective but shall retain their present bidding and layoff seniority date for vacation purposes.

- In response to the request of Local 771 to allow the mechanics who transfer from Lancaster to Harrisburg (Local 776) to dovetail on the Local 776 mechanic's seniority list, the Committee reviewed the historic Change of Operations seniority application when addressing the mechanics seniority application in Central Pennsylvania and find the Committee has consistently determined that entailing of seniority is the proper application. Accordingly, the request of Local 771 is denied.
7. The request of Local 771 to allow an additional 7 mechanics the opportunity to transfer to Harrisburg is denied.
 8. In accordance with the specific provisions of Article 8, Section 6 2(a) of the NMFA, the requests of various Local Unions to allow those employees who were employed at North Lima, OH and Gadsden, AL at the time those facilities were closed the right to retreat to the facility where they were domiciled at the time of the closure ahead of any other transfer opportunities being granted are approved.
 9. In regards to those general requests from several Local Unions to allow employees retreat rights that are not provided for under the provisions of Article 8, Section 6(d)2(a) of the NMFA, and those specific requests for retreat rights, except as provided in Provision 8 above, are denied.
 10. The requests from several Local Unions to reconstruct bidding and layoff seniority dates are denied.
 11. The request of Local 325 to allow the Local 325 clerical employees to exercise their Company date of hire rather than their present bidding and layoff seniority date is denied.
 12. The request of Local 7 that only dock employees be allowed to follow work being transferred from Toledo is denied.
 13. The request of Local 20 to allow road drivers who are on layoff in Toledo the opportunity to transfer to Akron/Cleveland ahead of new hires is denied. However, this decision shall not affect an employee's rights under the provisions of Article 5, Section 5 of the NMFA.
 14. At those locations that the Company defined on the record as a location where an employee must be CDL qualified, those employees who are not CDL qualified shall be given a sixty (60) consecutive day period to become driver qualified and an additional thirty (30) consecutive day period to receive their CDL license. The Company shall provide appropriate equipment and the manpower necessary to complete the training process at the employee's present terminal unless otherwise mutually agreed. Provided however, at those break-bulk terminals and large metro terminals where road drivers are

domiciled (excluding end-of-the-line terminals), where it is recognized there will be a need for pure dock bids this provision shall not act to prevent an employee from bidding such a pure dock position provided he/she has enough seniority to hold such bid and provided further, the Employer shall have the right to determine the number of such bids. In addition, employees who cannot become CDL qualified because of a DOT disqualifying medical condition or failure to pass a TSA background check will also be allowed to bid into a terminal where pure dock bids are available if he/she has enough seniority to hold such bid. Employees who fail to become CDL qualified as provided herein shall forfeit their bid.

15. The request of Local 89 to allow the employee, who bid to "cross-over" from a local cartage position to a road driver position, to be allowed to retreat to his previous local cartage position with his previous local cartage seniority is denied.
16. The request of Local 100 to allow a Roadway employee, who bid to "cross-over" from a road driver position to a local cartage position, to be allowed to retreat to his former road driver position with his previous road driver seniority is denied.
17. The request of Local 92 to allow the three (3) road drivers, who exercised Article 5, Section 5 rights to bid into Canton, to retreat back to their previous domicile from which they bid out of with the seniority date they had at that domicile is denied.
18. The request of Local 200 to allow employees only pool bidding rights and not allow any follow the work bids is denied.
19. The request of Local 245 to allow the three (3) local cartage employees, who bid into Springfield from Kansas City, to retreat to Kansas City is denied.
20. The request of Local 301 to allow drivers, who transfer out of Waukegan, IL under this decision, retreat rights ahead of new hires subsequent to the date of implementation of this decision is denied.
21. In the event there are employees involved under this decision, who have a common seniority date and there are not actual punch in records available to determine who punched in first, the parties are instructed to agree on a method to draw lots to resolve such issues.
22. In the event there are employees who transfer into a gaining facility under this decision and there are more senior employees at the gaining facility who are on layoff, such laid off senior employee may not exercise their seniority unless and until the senior employee is recalled by letter of recall, or the equivalent thereof under the terms of the applicable Supplemental Agreement,

for regular employment, at which time he shall be dovetailed on the active seniority list. Employees may not be transferred under this decision into a lay off situation.

23. The request of Local 375 to maintain its present "red circle" provision in the yard and on the dock is denied.
24. The requests of Local 592 members Jeff Burke and Thomas Counts to be granted retreat rights from the "cross-over" bids from local cartage positions to road positions they elected to fill, back to the local cartage positions they bid out of with their previous local cartage seniority is denied.
25. Employees bidding into an Eastern Region location that has a single line seniority list (common road and local cartage list) must remain in their current bidding classification for a period of one (1) year unless the next annual bid occurs at least nine (9) months following the date of implementation of this decision.
26. Based on the fact the number of losing positions is greater than the number of gaining positions the provisions of Article 8, Section 6 (d)(1)b.4 of the NMFA shall have application and employees shall be allowed to hold for a specific location that was not available at the time of the pool bid. The hold shall have application for a period of one (1) year following the date of implementation of this decision.
27. There shall be one (1) year widow period during which employees who were not able to claim a gaining position they were eligible to bid on because of their seniority ranking shall be afforded the opportunity to bid at the gaining location they were not able to bid at the time of the original bid ahead of new hires.
28. Qualified bidders who are on long-term disability (LTD) at the time of the bid shall be allowed to bid. In the event they are not able to claim their bid on the date of implementation, the position they bid into shall be offered, on a hold-down basis, to those classification employees at the affected location who did not successfully bid at the time of the original bid. The successful hold-down bidder shall be dovetailed on the applicable seniority list at the location he bid into until such time as the LTD employee is able to return to work and claim his bid. At that time, the hold-down employee will be afforded the opportunity to either return to his original location with full seniority or remain at the hold-down location and be given a new bidding and seniority date as of the date the hold-down bid commenced, but shall retain his original bidding and seniority date for vacation purposes. Employees bidding a hold-down position shall not be entitled to any moving or lodging expenses as set forth in Article 8, Section 6 of the NMFA or as otherwise approved by this decision unless and until such time as it is determined that the LTD employee will never be

released to return to work, at which time the hold-down employee shall be considered as a successful bidder at the time of the original bid and shall be entitled to all of the provisions set forth in this decision.

29. Employees who have been discharged and whose discharge is pending resolution under the applicable terms of the NMFA and the applicable Supplemental Agreement shall be afforded the opportunity to bid.
30. In order to bid a position that requires the driver to be triples certified the drivers must either be certified or triples certifiable and become certified as soon as possible.
31. Those over-the-road domiciles that were previously designated as Article 29, Sections 1 and 3 locations by a decision rendered by the National Intermodal Committee shall not be otherwise affected by this decision.
32. Employees transferring from the jurisdiction of one Supplemental Agreement to that of another Supplemental Agreement shall not lose their entitlement to earned vacation in accordance with the Southern Region Over-the-Road letter of Understanding.
33. Health and welfare and pension contributions paid on behalf of employees who relocate under this decision shall continue to be paid into the respective trusts such contributions were being paid into immediately prior the time the employee relocated.
34. Full-time Teamster officers, business agents and organizers who have seniority rights to return to employment with the Company, shall be allowed to bid and if successful must claim their bid at the time they cease to be a full-time officer, business agent or organizer or forfeit their bid.
35. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8, Section 6(c) of the NMFA; provided however, the Company's proposal, on a voluntary individual basis, to provide \$3,150 in lieu of temporary hotel expenses and in lieu of relocation expenses a flat amount based on miles between present location and the new location; 51 - 500 miles, \$2,500, 501 - 1000 miles \$3,500 miles and over 1000 miles \$4,000 is approved.
36. The Committee shall retain jurisdiction of this decision until the expiration of the current NMFA to resolve any disputes that may arise under the provisions herein. A Special Dispute Resolution Committee is established under this decision to quickly resolve inadvertent errors and other disputes regarding the application of this decision. The Union side of the Special Committee shall consist of Tyson Johnson, Gordon Sweeton, and the Regional Freight

Coordinator in the Region where the dispute arose. The Employer side of the Committee shall consist of the President of TMI and his two designees.

37. The Committee recognized that the Company's proposed Change of Operations is unique in its scope and that, because of the current economic conditions facing our nation and the Company, the new operating model in the Company's proposal must be implemented expeditiously in order for the Company to remain competitive in the market place and have an opportunity to grow and to provide additional Teamster work opportunities. In accordance with its authority under Article 8, Section 6(g) of the NMFA, the Committee has determined that the seniority application in this decision is appropriate under the circumstances. This decision is based on the facts presented and does not create a precedent for future seniority applications.
38. Nothing contained herein is intended to be in violation of the terms of the National Master Freight Agreement or its respective Supplemental Agreements.

Yellow/Roadway
Utility Employee Change of Operations
MR-UE-CO-01-01/2009

Sheraton Grand

DFW Airport

February 13, 2009

Mr. Chairman, I move the Company's proposed Utility Employee Change of Operations be approved as clarified and stipulated to be the Company on the record with the following provisions.

1. Agreements reached by the Company and the Unions on the record are incorporated by reference into this decision as final and binding.
2. The Company's proposed method of bidding those positions that will be filled internally will be bid locally prior to February 16, 2009 and those position that will be bid on a pool basis will be bid along with the Article 8 Section 6 pool bid in MR-CO-01-01/2009, commencing at 0900 hours CST on February 16, 2009.
3. Successful bidders will be dovetailed on the local cartage seniority list at the location they bid into and may not be bumped out of their bid until the next regular bid that occurs subsequent to July 1, 2009.
4. Employees who have been discharged and whose discharge is pending resolution under the NMFA and the applicable Supplemental Agreement shall be afforded the opportunity to bid.
5. Employees who transfer from the jurisdiction of one Supplemental Agreement to that of another Supplemental Agreement shall not lose their entitlement to earned vacation in accordance with the Southern Region Over-the Road Letter of Understanding.
6. Health and welfare and pension contributions paid on behalf of employees who relocate under this decision shall continue to be paid into the respective trusts such contributions were being paid into immediately prior to the time the employee relocated.
7. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8 Section 6 of the NMFA; provided however, the Company's proposal, on a voluntary basis, to provide \$3,150 in lieu of temporary hotel expenses and in lieu of relocation expenses a flat amount based on miles between present locations and the new location; 51 - 500 miles, \$2,500, 501-100 miles \$3,500, and over 1000 miles \$4,000 is approved.

8. The Committee shall retain jurisdiction over this decision for one (1) year to resolve any disputes that may arise under the provision herein. The Special Dispute Resolution Committee established in the decision rendered by the Multi-Region Change of Operations Committee in MR-CO-01-01/2009, shall have authority to resolve inadvertent errors and other disputes regarding the application of this decision.
9. The Committee shall retain jurisdiction over this decision for one (1) year to resolve any disputes that may arise under the provisions herein. A Special Dispute Resolution Committee is established under this decision to quickly resolve inadvertent errors and other disputes regarding the application of this decision. The Union side of the Special Committee shall consist of Tyson Johnson, Gordon Sweeton, and the Regional Freight Coordinator in the Region where the dispute arose. The Employer side of the Committee shall consist of the President of TMI and his two designees.
10. Nothing contained herein is intended to be in violation of the National Master Freight Agreement or its respective Supplemental Agreements.