

**SOUTHERN REGION AREA
LOCAL FREIGHT FORWARDING
GARAGE SUPPLEMENTAL AGREEMENT**

**Covering
Employees of Private,
Common, Contract and Local**

**Cartage Carriers
For the Period of**

April 1, 2008 2013 through March 31, 2013

**Covering the Operations
in the Territory of:**

**ALABAMA, ARKANSAS, FLORIDA,
GEORGIA, LOUISIANA, MISSISSIPPI,
OKLAHOMA, TENNESSEE, TEXAS, and
the City of ASHEVILLE, N.C.**

PREAMBLE*REFER TO NATIONAL AGREEMENT*****

This Local Freight Forwarding Garage Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the 'Master Agreement' for the period commencing April 1, 2008 2013, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED – No Change

ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

Section 1. Probationary Employees – No Change

Section 2. Casual Employees

Replacement casuals may be utilized by the Employer to replace regular employees when such regular employees are off due to illness, vacations, or other absence, and shall not be counted in the computation of adding employees to the regular seniority list. In order for the Employers utilization of replacement casuals not to be counted in the computation of adding employees to the regular seniority list, the replacement casual must work the shift of the regular employee or within three (3) hours of said regular employee's shift. In order for a casual to replace a regular

employee, such casual must be as qualified **to perform the work in the position vacated by the regular employee he/she is replacing;** ~~and/or more qualified than the regular employee being replaced,~~ otherwise the casual will be counted as a supplemental casual.

Section 3. Preferential Casuals – No Change

Section 4. – No Change

Section 5. – No Change

ARTICLE 42. SENIORITY

Section 1. Seniority Rights For Employees Shall Prevail

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his/her last known home address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement. Employees shall give the Employer one (1) week notice of intent to return to work. The above time limits shall begin with the day following the postmark of the certified letter of recall. **If such employee does not immediately return to work and a laid off employee or a casual is called to replace the employee that was recalled as outlined above, the day (s) worked by the replacing employee or casual will not count under the five (5) out of seven (7) day formula to return another employee to regular status.**

Section 2. Reduction in Force – No Change

Layoff and Recall – No Change

Section 3. – No Change

Section 4. Bulletining of Jobs

******See National Agreement on Start Times******

The bulletining of positions or vacancies shall consist of the number of days, classifications, the rate of pay, the days to be worked and the starting time, which shall be the same time each day of the assignment except that on two (2) days of the assignment such starting time may be two (2) hours either before the regular starting time or on two (2) days two (2) hours after the regular starting time, but the bulletining of such positions shall specify the starting time on each day of the assignment.

Section 5. – No Change

Section 6.

The assignment of equipment, or work within a particular classification, shall be subject to seniority or bid “only” at the beginning of the shift, provided skills are equal.

Section 7. – No Change

ARTICLE 43. ABSENCE – No Change

ARTICLE 44. GRIEVANCE COMMITTEES – No Change

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY – No Change

ARTICLE 46. DISCHARGE OR SUSPENSION – No Change

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION – No Change

ARTICLE 48. PAY PERIOD

~~It is understood and agreed that Yellow Transportation will change their pay week to Sunday through Saturday for pay and benefits, effective October 01, 2010. Should the corporation determine that an extension to the effective date is necessary, it will notify the Southern Region Negotiating Committee, in writing, of the extension required and the new effective date, recognizing that time is of the essence.~~

ARTICLE 49. WASHROOMS AND LUNCH ROOMS – No Change

ARTICLE 50. HEALTH AND WELFARE *REFER TO NATIONAL AGREEMENT*****

“Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master

Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 51. PENSION *REFER TO NATIONAL AGREEMENT*****

“Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. For the increase in the contribution rate due August 1, 2008 and on each August 1 of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.”

ARTICLE 52. VACATIONS *REFER TO NATIONAL AGREEMENT REGARDING NUMBER OF WEEKS OF VACATION*****

Section 1.

A vacation of one (1) week shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of one (1) year or more.

Section 2.

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of two (2) years or more.

Section 3.

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of eight (8) years or more.

Section 4.

A vacation of four (4) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of fifteen (15) years or more.

Section 5.

A vacation of five (5) weeks shall be granted with pay to all employees covered by this Agreement who have worked for the Employer for a period of twenty (20) years or more.

Section 6.

A vacation of six (6) weeks shall be granted with pay to all employees who have worked for the Employer for a period of thirty (30) years or more; provided however, at the option of the employee, the employee shall either take the fourth (4th), fifth (5th), and/or sixth (6th) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th), fifth (5th), and sixth (6th) weeks of vacation. The employee shall not be allowed to work the fourth (4th), fifth (5th) and sixth (6th) week of vacation if any qualified employee is on layoff.

Section 7.

At least ~~fifteen percent (15%)~~ **sixteen percent (16%)** of the employees at the terminal involved shall be permitted to take their vacation at the same time **during the months of June, July and August.**

Vacations may be taken in increments of one (1) week at a time.

It is further agreed that an employee may take one (1) week of his/her earned vacation (five (5) days total), one (1) day at a time if the employee has earned two (2) weeks of vacation. An employee may take two (2) weeks of his/her earned vacation (ten (10) days total), one (1) day at a time if the employee has earned three (3) weeks or more vacation. At least forty-eight (48) hours notice will be required (except by mutual agreement) and the Employer will verify the request, forty-eight (48) hours prior to the requested vacation day(s). The number off will be subject to the fifteen percent (15%) provision in Section 7 and the fifteen percent (15%) provision in Section 9. Seniority will control when more requests are made than can be permitted to be off and one (1) week increments will take priority over day(s). During the forty eight (48) hours prior to vacation day(s), no bumping will be permitted.

Section 8. – No Change

Section 9. – No Change

ARTICLE 53. HOLIDAYS – No Change

ARTICLE 54. PAID-FOR TIME – No Change

ARTICLE 55. WAGES AND HOURS

Section 1. Hours – No Change

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

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

The hourly rates of pay shall be as follows for the classifications of work covered by this Agreement:

Mechanic-Leadman
Mechanic, Class A
Mechanic, Class B
Mechanics Helper
Garage Service,
Class A
Garage Service,
Class B
Parts Man
Porter

Employees covered by this Agreement who were receiving a night shift differential, second or third shift differential, shall continue to receive that differential in effect, as maintenance of standard. This shall not apply to those employees hired after April 1, 1970.

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Entry Rates

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

- (a) Effective first (1st) day of employment - seventy-five percent (75%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year eighty percent (80%) of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months - ninety percent (90%) of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years - one hundred percent (100%) of the current rate.

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all wage and guaranteed cost-of-living adjustments under this Agreement.

The above rates of pay shall not apply to casual employees.

Casual rates of pay to be effective on the date of ratification:

Hourly

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly rate of pay for the job classification including all wage and guaranteed cost-of-living adjustments, under this Agreement.

Change Casual rates of pay as follows:

Casual rates of pay to be effective on the date of ratification:

Hourly

Section 3. Unassigned Employees – No Change

Section 4. – No Change

Section 5. – No Change

Section 6. – No Change

Section 7. Work in Other Classifications – No Change

Section 8. – No Change

Section 9. – No Change

Section 10. – No Change

Section 11. – No Change

Section 12.

The employer may be permitted to work the active seniority board twenty-five percent (25% percent) of the straight time hours in overtime. In the event the employer exceeds the twenty-five percent (25%) overtime allowance in any thirty (30) days of two (2) consecutive months, the employer shall add one additional employee to the seniority list.

This provision is not applicable during the months of June, July and August, provided the overtime is due to replacing summer vacation absences.

Section 13. – No Change

Section 14. – No Change

Section 15. – No Change

Section 16. Road Work – No Change

Section 17. – No Change

Section 18. Protective Equipment

(b) The Employer shall pay to all active employees, **Garage Supplemental Agreement as of April 1st of each contract year**, ~~beginning with the third year of this agreement one hundred dollars (\$100.00)~~ **three hundred (\$300.00) for the tool allowance** per year to each active employee working under the Garage Supplemental Agreement.

Such payments will be considered as taxable earnings without proof of expenditure for tools purchased.

The employer shall provide latex or nitrile gloves.

Tools – No Change

ARTICLE 56. FARM OUT – No Change

ARTICLE 57. FUNERAL LEAVE – No Change

ARTICLE 58. ADDENDA – No Change

ARTICLE 59. ELIMINATION OF BONUS – No Change

ARTICLE 60. MOONLIGHTING – No Change

ARTICLE 61. TERM OF AGREEMENT

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the National Agreement between the parties hereto.

NEGOTIATING COMMITTEES
FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY
NEGOTIATING COMMITTEE
, Chairman
, Co-Chairman

FOR THE EMPLOYERS:

TRUCKING MANAGEMENT, INC.
NATIONAL NEGOTIATING COMMITTEE
, Chairman

IN WITNESS WHEREOF, the undersigned duly execute The National Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.

FOR THE UNION:

LOCAL UNION No. _____, Affiliate of
I. B. of T.

By _____

(Signed)

Its _____

(Title)

FOR THE EMPLOYER:

(Employer)

By _____

(Signed)

Its _____

(Title)

Home Office Address:

By _____

(Street)

Its _____

(City/State)

(Date Signed)