

**SOUTHERN REGION
AREA LOCAL FREIGHT
OFFICE CLERICAL EMPLOYEES
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 THE NATIONAL AGREEMENT*****

This Office Clerical 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. SCOPE OF AGREEMENT – 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.

Allegations of abuse are subject to the grievance procedure.

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 – No Change

Section 2.

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 to another employee to regular status.

Layoff and Recall – No Change

Section 3. – No Change

Section 4. Bulletining of Jobs

******SEE NATIONAL AGREEMENT REGARDING 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. – No Change

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 FEES – 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. WASH ROOMS AND LUNCH ROOMS – No Change

ARTICLE 50. HEALTH AND WELFARE

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

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

Section 1. One Week

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. Two Weeks

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. Three Weeks

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. Four Weeks

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. Five Weeks

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. Six Weeks

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~~ sixteen percent (~~15%~~ 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.

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.

It is understood that during the first year an employee must have been employed for the full year, exclusive of injury or sickness, in order to be entitled to a vacation. During the second (2nd) 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 vacation. In determining the sixty percent (60%) of days worked, include all paid days such as holiday pay, vacation days, sick/personal leave, jury duty, funeral leave, in the respective year of vacation accrual. No more than one (1) vacation may be earned between anniversary dates of employment.

ARTICLE 53. HOLIDAYS – No Change

ARTICLE 54. PAID-FOR TIME

Section 1. General – No Change

Section 2. Call-back Time – No Change

Section 3. Meal Period

Coffee Breaks *REFER TO NATIONAL AGREEMENT REGARDING BREAKS*****

There shall be two (2) fifteen (15) minute breaks; one two (2) hours after employee's starting time and one two (2) hours prior to end of employee's regular work shift. There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.

ARTICLE 55. WAGES AND HOURS

Section 1. Hours

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

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

The hourly rates of pay shall be as follows:

GROUP 1

Rate Clerk

Head Cashier

Terminal Service Clerk

GROUP 11

Cashier

Rate Clerk B

Customer Care Clerk

Secretary/Stenographer

OS & D Clerk

GROUP III

PACS Clerk

Assistant Cashier

Receptionist

Imaging Clerk

Manifest Clerk

Billing Clerk

Special Accounts Clerk

Code Clerk

Driver Check In Clerk
Appointment Clerk
R&U Clerk
General Clerk
File Clerk
Tracing Clerk

Entry Rates (New Hires) *REFER TO NATIONAL AGREEMENT*****

Effective April 1, 2008, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

Change casual rates of pay as follows:

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

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

- (a) Where only one Rate Clerk is employed, said clerk shall be classified as Rate Clerk "A".
- (b) Rate Clerk "B" shall become a Rate Clerk 'A' after completion of one (1) year of service with his/her present Employer as a Rate Clerk "B".
- (c) Only one employee shall be classified as a Cashier at each terminal.

CLARIFICATION OF (a), (b) and (c): Any Rate Clerk who has already qualified as a Rate Clerk with his/her present Employer, who is now working under another classification because of a reduction of force or because of having exercised his/her seniority, at any time there is a vacancy for a Rate Clerk, either "A" or "B" may bid back on such vacancy; and if assigned shall receive the regular Rate Clerk "A" rate of pay.

The Company, when posting clerical bids, will post specific job assignments. Each posted bid will consist of the primary job assignment and the additional language of and other assigned duties.

The primary job will be construed to be the job taking up at least fifty percent (50%) of the employee's bid day or the majority of the day if less than fifty percent (50%).

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%) 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.~~

~~Employers using employees of another Employer in the same industry, shall pay premium and overtime rates based on hours worked for both Employers by day and/or week.~~

ARTICLE 56. FUNERAL LEAVE – No Change

ARTICLE 57. ADDENDA – No Change

ARTICLE 58. ELIMINATION OF BONUS – No Change

~~ARTICLE 59. SICK LEAVE~~

~~Sick leave plans in effect at the time of the signing of this Agreement shall remain in effect for employees hired on or before April 1, 1970.~~

ARTICLE ~~60~~ 59. MOONLIGHTING – No Change

ARTICLE ~~61~~ 60. 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

NATIONAL FOR THE EMPLOYERS:

**TRUCKING MANAGEMENT, INC.
NEGOTIATING COMMITTEE**

, Chairman

IN WITNESS WHEREOF, the undersigned duly execute The **ABF** 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)