

**SOUTHERN REGION AREA  
OVER-THE-ROAD MOTOR FREIGHT  
SUPPLEMENTAL AGREEMENT  
Covering**

**DRIVERS EMPLOYED  
BY PRIVATE, COMMON AND  
CONTRACT CARRIERS  
For the Period of**

**April 1, 2008 2013through March 31, 2013  
Covering the Operations in the Territory of:**

**ALABAMA, ARKANSAS, FLORIDA,  
GEORGIA, LOUISIANA, MISSISSIPPI,  
OKLAHOMA, TENNESSEE, AND TEXAS**

**PREAMBLE \*\*\*REFER TO NATIONAL AGREEMENT\*\*\***

This Over-The-Road 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**

**Section 1. – No Change**

**Section 2. Probationary Employees – No Change**

**Section 3. Casual Employees**

~~In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:~~

- ~~a) The transfer opportunity is a once in a lifetime opportunity;~~
- ~~b) The employee must notify the employer and local union, in writing, of their intent to transfer;~~
- ~~c) The transfer opportunity will be afforded when the company is in a hiring mode;~~
- ~~d) An employee transferring classifications will be paid at his/her current rate of pay and shall be~~

~~placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;~~

**Section 4. Preferential Casuals - No Change**

**Section 5. Student Driver – No Change**

**Section 6. City or Local Work – No Change**

**Section 7. Pickup and Delivery limitations \*\*\*Refer to National Language on Drop and Pick\*\*\***

General commodity operations shall be dock-to-dock, but one (1) pickup and delivery shall be permitted within the established city radius at both the origin and destination of the freight provided that the driver received the applicable hourly rate of pay for time lost due to delivery. Pickup or delivery of a trailer at an interline terminal, shall be allowed.

Excessive loading or unloading the freight (fingerprinting freight) by an over-the-road driver, will be resolved by no less than two (2) times the rate of pay for penalty and will be resolved by the two (2) Road Chairman (Union/Employer). It is further understood that the elimination of the T-Rule is NOT authorization by the Union for excessive use by the Employer.

**Section 8. Pickup and Delivery – No Change**

**Section 9. Addenda – No Change**

**ARTICLE 41. ABSENCE – No Change**

**ARTICLE 42. SENIORITY**

**Section 1. Seniority Rights Shall Prevail – No Change**

**Section 2. – No Change**

**Section 3. Reduction in Force – No Change**

**Section 4. Vacancies and New Runs**

The number of regular runs to be posted for bid shall be determined by taking ~~seventy five percent (75%)~~ **sixty percent (60%)** of the number of runs operating between two (2) designated points, using the previous ~~ninety (90) days~~ **ninety (90) days** years time frames, or as otherwise agreed to.

**Turn around runs shall be bid as such with no specific destination or as otherwise agreed to.**

The Employer will make the sign-in and sign-out sheets available to the drivers for a minimum of fifteen (15) days, whether substitute service is used or not. Drivers are required to sign in and sign out properly and accurately **with Equipment numbers, load destination, trip destination, via point(s)**, home domicile and seniority number. This will be policed by the Employer and stewards Failure to do so will result in: Warning letter (first (1st) occurrence), Three (3) day suspension (second (2nd) occurrence), and discharge (third (3rd) occurrence), subject to Article 45.

### **At Point of First Destination**

When a regular over-the-road driver from another region **or the Southern Region**, arrives at his first Southern Region destination point where he/she goes on rest, he/she must then be dispatched direct or VIA back to his/her home terminal or to a point from which he/she can be dispatched direct or VIA to his/her home terminal.

If, as above mentioned, he/she is dispatched to another **region, or** Southern Region point where he/she can reach his/her home terminal in one dispatch, then he/she must be dispatched direct or VIA to his/her home terminal. The dispatch will NOT be over the terminals primary.

***\*\*\*REFER TO NATIONAL LANGUAGE REGARDING DROP AND HOOK\*\*\****

(f) Road drivers may drop and hook at all terminals except those with hostlers on duty. The pay for the road driver will be actual time spent when only switching tractors. When changing trailers, the first trailer change will be paid at fifteen (15) minutes for the drop and fifteen (15) minutes for the hook. All remaining trailer changes (drops and hooks) will be paid for actual time spent during the tour of duty.

Terminals will continue to pre-string loaded trailers when equipment is available. Converter gears will be placed in front of the rear trailer at security terminals where two (2) trailers have been closed and scheduled to run together. Empty trailers and single trailers will not have to be pre-strung unless the driver is taking rest at the same location. Drivers will be hooked and ready if equipment is available. The penalty for failure to pre-string will be four (4) hours at the hourly rate.

### **Section 5. Time Off – No Change**

### **Section 6. Extra Contract Agreements – No Change**

### **ARTICLE 43. GRIEVANCE COMMITTEES – No Change**

### **ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY – No Change**

### **ARTICLE 45. DISCHARGE OR SUSPENSION – No Change**

## **ARTICLE 46. EXAMINATIONS AND IDENTIFICATION FEES**

Should the Employer or Government body find it necessary to require employees to carry or record full personal identification, (i.e.: ID Badges), such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. The employee will be allowed to have such personal identification requirements made on Company time. **Employees may be required to show their driver's license and company identification to customers, and allow the customer to copy or otherwise reproduce their company identification only and not the driver's license. The company identification will not have personal information on it such as home address or social security number.**

## **ARTICLE 47. MEAL PERIOD – No Change**

## **ARTICLE 48. LODGING – No Change**

## **ARTICLE 49. 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 50. PAID FOR TIME**

### **Section 1. General**

**All time spent in the service of the Employer is to be logged according to DOT requirements.**

### **Section 2. Call-in Time – No Change**

### **Section 3. Layover – No Change**

### **Section 4. Breakdown, Impassable Highways – No Change**

### **Section 5. Deadheading – No Change**

### **Section 6. Bobtailing – No Change**

### **Section 7. Protective Equipment – No Change**

## **ARTICLE 51. MILEAGE AND HOURLY RATES**

**Section 1. Rates of Pay** - Change mileage rates of pay as follows:

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

(a) The mileage rates per mile shall be as follows:

Single Axle Units  
Tandem Axle Units  
Tandem Axle 5-Units  
Double Bottoms Not to  
Exceed 30' Trailers  
Double Bottoms Over 30'  
Trailers or More Than 2 Trailers

The rates of pay include the cost of living as provided in the National Master Freight Agreement.

Change hourly rates as follows:

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

(c) The hourly rates of pay for employees shall be as follows:

Hourly

(d) Effective April 1, 2003, the Premium Service Employees rate shall be twenty cents (\$0.20) per hour/five (\$0.05) cents per mile above the applicable Supplemental rate or hourly including time and one-half, whichever is greater.

**Entry Rates (New Hires)** - Change language as follows:

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:

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

(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) month - 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 cost-of-living adjustments payable under this Agreement.

## **Section 2. Ammunition and Explosives – No Change**

## **Section 3. Logging and Correction of Mileage**

**(c) All drivers are to be dispatched on designed routes with proper pay miles according to the above language.**

## **ARTICLE 52. GUARANTEES – No Change**

## **ARTICLE 53. SLEEPER OPERATION**

**Section 1. Mileage Rates** - Change mileage rates of pay as follows:

Sleeper Team Premiums

The sleeper team premium will be a minimum of 2.0 cents per mile above the applicable single man rates in each Supplement.

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

The following rates of pay shall prevail for the two-man operation:

(a) Two Man Rate Single Trailer  
Single Man, Single Trailer

(b) Two Man Double Trailer  
Single Man, Double Trailer

(c) Two Man Rate Double Trailers  
Exceeding Two 30' Trailers or More than Two Trailers  
Single Man Rate  
Double Trailers Exceeding Two 30' Trailers or More than Two Trailers

**Section 2. Hourly Rates** - Change hourly rates of pay as follows:

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

The rate of pay for pickup and delivery or delay time shall be as follows:

Hourly

**Entry Rates (New Hires)**

Effective April 1, ~~2008~~ **2013**, 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:

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

(a) Effective first (1st) day employment, seventy-five percent (75%) of the current rate of pay.

(b) Effective first (1st) day of employment plus one (1) year, eighty percent (80%) of the current rate of pay.

(c) Effective first (1st) day of employment plus eighteen (18) months, ninety percent (90%) of the current rate of pay.

(d) Effective first (1st) day of employment plus two (2) years, one hundred percent (100%) of the current rate of pay.

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 cost-of-living adjustments payable under this Agreement.

**Section 3. Dispatch Method- No Change**

**Section 4. – No Change**

**Section 5. Layover/Time Off / Broken Dispatch & Via – No Change**

**Section 6. Bedding and Equipment – No Change**

**Section 7. Bidding – No Change**

**Section 8. Call Times – No Change**

**Section 9. Foreign Power Dispatch Method – No Change**

**Section 10. - No Change**

**Section 11. – No Change**

**Section 12. – No Change**

**Section 13. Dispatch Rules – No Change**

**Section 14. New Sleeper Equipment – No Change**

**Section 15. – No Change**

**Section 16. Vacation – No Change**

**Section 17. National Sleeper Committee – No Change**

**Section 18. – No Change**

**ARTICLE 54. OWNER/OPERATORS – No Change**

**ARTICLE 55. VACATIONS**

***\*\*\*REFER TO NATIONAL AGREEMENT REGARDING NUMBER OF WEEKS VACATION\*\*\****

**Section 1.**

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation with pay of six (6) consecutive working days or one (1) week where they have been employed one (1) year, and twelve (12) consecutive working days or two (2) weeks where they have been employed two (2) years or more. Employees shall receive a vacation with pay of eighteen (18) consecutive working days or three (3) weeks where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) consecutive working days or four (4) weeks where they have been employed fifteen (15) years or more.

A vacation of five (5) weeks shall be granted with pay to all employees where they have been employed twenty (20) years or more.

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) or sixth (6th) week of vacation if any qualified employee is on layoff.

Compensation for the fourth (4th), fifth (5th) and/or sixth (6th) week for relay drivers shall be computed on the basis of one fifty second (1/52nd) of the employees earnings for the twelve (12) month period preceding the vacation period. Employees shall be given their vacation, upon notice of one (1) week to the Employer.



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**

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

### **Incremental Vacations**

1. It is agreed that a road driver may split one (1) week of his/her earned vacation (six (6) days total).
2. It is further agreed that a road driver with three (3) or more weeks of vacation may split two (2) weeks of his/her earned vacation. However, vacation cannot be split causing an employee to miss extra work. Example: a lay down bid driver must take incremental vacations in two (2) day, four (4) day, six (6) day segments, etc. Extra board or turn around bid may take daily vacation or any other combination.
3. A minimum of forty-eight (48) hours notice will be required prior to taking segmental vacation, unless mutually agreed otherwise.
4. The Employer will verify the request prior to the segment being taken.
5. The number of drivers taking off will be subject to the **sixteen** percent (**16%**) provision above.

### **Section 2.**

It is understood that 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 and subsequent year, 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. 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 will be earned in any twelve (12) month period.

### **Section 3. – No Change**

### **Section 4. – No Change**

### **ARTICLE 56. HOLIDAYS – No Change**

**ARTICLE 57. 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 58. 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 59. STEEL HAUL ONLY- No Change**

**ARTICLE 60. PERISHABLE COMMODITIES ONLY – No Change**

**ARTICLE 61. FUNERAL LEAVE – No Change**

**ARTICLE 62. MOONLIGHTING – No Change**

**ARTICLE 63. 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. 260

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)

