

Southern Region Area Local Freight Forwarding Garage Supplemental Agreement

For the Period: April 1, ~~2008-2019~~ through March 31, ~~2013~~ 2024

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

Covering the Operations in the Territory of:

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

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

The _____ (Company or Association) hereafter referred to as the 'Employer', and the Southern Region of Teamsters and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the 'Union,' agree to be bound by the terms and provisions of this Agreement.

This Local Freight Forwarding Pickup and Delivery 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, 2019 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.

The employer's recognize the need to provide the necessary technical tools and training for mechanics that are required to perform maintenance and repair of equipment. The Company will determine the type of training, tools and equipment required for bargaining unit employees. The Company understands that training of mechanics is necessary due to the continued technological changes when new equipment is introduced into the operating company system.

ARTICLE 40. OPERATIONS AND EMPLOYEES COVERED

***NO CHANGES, EXCEPT FOR THE
FOLLOWING:***

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean any Lead Mechanic, Mechanic, Mechanic Helper, Parts Man and Service Man, etc., or any other classification of work when used to defeat the purpose of this Agreement.

Under no circumstances will out of classification employees be utilized in the Over-

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the-Road operation-, unless mutually agreed between the Local Union and the Employer and with the approval of TNFINC.

ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES

NO CHANGE

ARTICLE 42. SENIORITY

NO CHANGE

ARTICLE 43. ABSENCE

NO CHANGES, EXCEPT FOR THE FOLLOWING:

Section 2. Leave of Absence

Sick/Personal Leave

(c) Effective April 1, 1980, employees shall accumulate five (5) days sick/personal leave per year. Compensation for sick/personal leave will be based on the hourly shift the employee is working at the time of the absence, not to exceed forty (40) hours for each contract year.

Sick/personal leave not used by ~~March 31st~~ December 31st of any year will be paid on ~~March 31~~ the normal pay period in January each year, at the hourly rate then in existence.

The Employer may request that unused sick/personal leave be accumulated. The employee at his/her discretion may agree to accrual. Pay for accrued sick/personal leave shall be at the contract rate at the time paid.

Sick/personal leave shall be paid on the first (1st) day of absence.

The National Negotiating Committee may develop additional rules and regulations to apply to sick leave provisions negotiated in the 1976 NMFA and amended in this Agreement uniformly to the Supplements. The Committee shall not establish rules and regulations for sick

leave programs in existence prior to April 1, 1976.

~~Accrual and cash out dates for sick leave will move from April 1 to January 1 effective January 1, 2009. Employees will accrue five (5) days between 04/01/08 and 12/31/08 with any cash out on January 1, 2009. No employee would lose their entitlement to the cash out on January 1, 2009, because of the "ninety (90) days of compensation rule".~~

ARTICLE 44. GRIEVANCE COMMITTEES

NO CHANGE

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 46. DISCHARGE OR SUSPENSION

NO CHANGE, EXCEPT FOR THE FOLLOWING:

Section 1.

The employer shall not discharge, suspend or take any other disciplinary action as respects any employee without just cause, but in respect to discharge, suspension or other disciplinary action shall give at least one warning notice of the complaint against such employee to the employee in writing by certified mail and/or in person and a copy of same to the Union affected, by ~~certified~~ electronic mail, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is: ~~dishonesty,~~ proven theft of property, falsification of documents, using or being under the influence of alcoholic beverages, narcotics, or drugs while on duty, failure to submit to a sobriety/drug test, upon request, if the employee appears to be under

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such influence; carrying or permitting the carrying of drugs or narcotics on the employee's person or equipment that is prohibited by state or federal law, possession of alcoholic beverages, drugs or narcotics on Company property or equipment, or drinking alcoholic beverages, or using drugs or narcotics, on company property, or a serious preventable accident while on duty; or the carrying of unauthorized passengers; or the failure to report an accident; or willful damage or destruction of company property or equipment; or engaging in unprovoked physical violence while on Company property or on duty; outrageous conduct as determined by the Grievance Committee, or failure to comply with Article 35, Section 3 of the National Master Freight Agreement.

All warning notices issued by the Employer shall be deemed automatically protested by the Local Union on behalf of the employee. Warning letters will be held in abeyance until and when subsequent discipline is issued.

The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice.

All ~~warning notices~~, discharges, suspension, or other disciplinary action must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated. The State or Multiple State Grievance Committee and the Southern Region Area Grievance Committee shall have the authority to order full, partial, or no compensation for time lost.

Appeal from discharge, **or** suspension ~~or warning notice~~ must be taken within ten (10) regular working days by written notice, and a decision reached within fifteen (15) days from

the date of discharge, suspension or warning notice.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION

NO CHANGE

ARTICLE 48. PAY PERIOD

All regular employees and all other employees covered by this Agreement shall be paid in full each week and not later than the end of their working period. Not more than seven (7) days shall be held on an employee. Each employee shall be provided with a statement of his/her gross earnings and of deductions made for any purpose.

The Employer may change from the present seven (7) days withheld to fourteen (14) days by giving proper notice to the involved employee and the Local Union, and then withhold one (1) additional day each week until the maximum of fourteen (14) days is withheld. Thursday shall be the payday in the event the withholding period is longer than seven (7) days. Time waiting for a pay shortage will be paid by **draft or Direct Deposit** at the applicable hourly rate while waiting.

If a holiday falls on a payday, employees shall be paid on the day before the holiday. If a personal holiday falls on a regular payday, the employee shall be paid the day before, after 5:00 p.m., providing the regular payroll checks are available at the terminal and the employee makes a request.

The pay week for all Employees shall be Sunday through Saturday for pay and benefits.

The Employer may require its employees to authorize Direct Deposit of the employee's regular payroll check through Electronic Fund Transfer where it is not in violation of state law.

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~~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

*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 51. PENSION

*****SEE NATIONAL ECONOMIC SUMMARY*****

ARTICLE 52. VACATIONS

*****SEE NATIONAL ECONOMIC SUMMARY*****

NO CHANGE

ARTICLE 53. HOLIDAYS

NO CHANGE

ARTICLE 54. PAID-FOR TIME

NO CHANGE

ARTICLE 55. WAGES AND HOURS

NO CHANGE, EXCEPT THE FOLLOWING:

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.

Section 18. Protective Equipment

(a) Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling, in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids shall be provided with rubber or leather aprons and gloves. Shop employees regularly assigned to outside duties will be provided with personal rain gear and rubber boots.

(b) The Employer shall ~~pay~~ **increase the annual tool allowance** to all active employees; ~~beginning with the third year of this agreement~~ **by one hundred dollars (\$100.00) per year for a total of two hundred dollars (\$200.00) after ratification of this agreement, and each April 1st thereafter an additional fifty dollars**

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~~(\$50.00) to each~~ **contract year thereafter until the expiration of this** ~~active employee working under the~~ Garage Supplemental Agreement.

Tools

The Employer will be responsible to an employee for personal tools destroyed as a result of fire in the shop facilities and as a result of the theft of the employees complete tool box and tools provided said tools are previously inventoried with the Employer. It will be the employee's responsibility to provide the inventory list to the employer.

The Employer will repair all employee-owned air tools used by the employee on the job.

The Employer will repair all employee-owned air tools used by the employee on the job. Employer provided tools will be maintained in proper working order and replaced as needed.

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
NO CHANGE

NEGOTIATING COMMITTEES
FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT
INDUSTRY
NEGOTIATING COMMITTEE
Lendon Grisham, Chairman
Howard Boykin
Allen Aldridge
Brent Taylor
Johnny Gabriel

FOR THE EMPLOYERS:

~~TRUCKING MANAGEMENT, INC.~~
YRC Worldwide, Inc.
NATIONAL NEGOTIATING COMMITTEE
Dan Thomas, Chairman