

Southern Region Area Over-the-Road Motor Freight 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, AND TEXAS**

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 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~~ 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.

ARTICLE 40. SCOPE OF AGREEMENT
NO CHANGE, EXCEPT THE FOLLOWING:

Section 6. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the Local City Pickup and Delivery Agreement between the Employer and a Local Union affiliated with the I.B.T. and except as specifically permitted herein.

Under no circumstances will out of classification employees be utilized in the Over-the-Road operation- **, unless mutually agreed between the Local Union and the Employer and the approval of TNFINC.**

ARTICLE 41. ABSENCE

NO CHANGE, EXCEPT 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.

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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 42. SENIORITY NO CHANGE, EXCEPT THE FOLLOWING:

Section 5. Time Off

The Employer shall provide in its dispatch rules and/or procedures suitable provisions relating to time off at the home terminal.

Any procedure or rule agreed to shall not be less than the following:

When an extra board driver has performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request. If the driver does not take the time off, the driver will be entitled to seventy-two (72) hours off after twelve (12) tours of duty on request.

Drivers may exercise the option of adding their ten (10) hours statutory rest period to their earned time off. The option must be requested in

writing at the dispatch window on completion of six (6), twelve (12), or eighteen (18) tours.

Drivers that earn thirty-six (36) hours, seventy-two (72) hours or ninety-six (96) hours off by completion of six (6), twelve (12) or eighteen (18) tours in conjunction with approved vacation (daily or weekly) shall be entitled to the earned time off in addition to the vacation.

If the driver does not take time off, the driver will be entitled to ninety-six (96) hours off after eighteen (18) tours of duty, on request. The driver may take the time off only after the sixth (6th) or twelfth (12th) or eighteenth (18th) tour of duty. If a driver has performed less than six (6) tours and is dispatched and returns with more than six (6) tours, it will be considered six (6) tours for requesting time off.

EXAMPLE: A driver has five (5) tours and is dispatched. Upon return the driver has seven (7) tours. The driver will qualify for time off even though it is not six (6) or twelve (12) tours.

If a driver chooses not to take time off, the driver may run twenty four (24) tours or more and shall be entitled to thirty-six (36) or seventy-two (72) or ninety-six (96) hours off on request. If a driver has accumulated sufficient time off and more than ninety-six (96) hours is requested, that time off shall be subject to not more than fifteen percent (15%) of the active extra board drivers being off for any reason, excluding vacations and long term illnesses. The driver must run six (6) more tours of duty before being eligible for time off again.

A driver may accumulate up to thirty (30) calendar days off.

If a driver requests thirty-six (36) hours off and goes back on the board in less than thirty-six (36) hours, it shall be considered as thirty-six (36) hours off.

Beyond the thirty-six (36) hours, all time off shall be considered as twenty-four (24) hour periods.

An extra board employee shall not be compelled to report to work at home terminal until he/she has had ten (10) hours off-duty time.

Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be

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considered a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement. If an extra board driver has been available for fourteen (14) days, but has not performed six (6) tours of duty, the driver is entitled to thirty-six (36) hours off on request.

Bid Drivers may drop their sixth (6th) trip on six (6) day turn around runs, or sixth (6th) trip on three (3) and three (3) laydown runs at the drivers option. **Turn bid drivers may use any compensated day as a trip toward dropping their sixth (6th) bid run. Layover bid drivers must use two compensated days to count as trips in dropping their third (3rd) trip every other week.**

Extra-Board Drivers may slide one (1) call "periods" or "Blocks" upon arrival at the home terminal, provided the extra-board is not exhausted, unless otherwise agreed.

ARTICLE 43. GRIEVANCE COMMITTEES NO CHANGE

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY NO CHANGE

ARTICLE 45. DISCHARGE OR SUSPENSION NO CHANGE, EXCEPT 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 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.

If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) regular working day period will start from the date of his/her return to the home terminal, provided the employee returns home at the approximate time he/she would have arrived home if he/she had complete his/her tour of duty. If no decision has been rendered on the appeal within fifteen (15) days,

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the case shall then be taken up as provided in Article 44 of this Agreement.

Effective April 1, 2003, the Employer will not terminate any employee for any discrepancies on his/her application for employment, after a period of one (1) year from the employee's hire date.

ARTICLE 46. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 47. MEAL PERIOD

NO CHANGE

ARTICLE 48. LODGING

NO CHANGE, EXCEPT THE FOLLOWING:

In lieu of the Employer furnishing satisfactory lodging, the employee shall be paid ~~thirty five dollars (\$35.00)~~ **fifty (\$50.00)** for each rest period except where accommodation is unavailable at such figure and it is necessary for employee to pay in excess of ~~thirty five dollars (\$35.00);~~ **fifty (\$50.00)** he/she shall receive reimbursement of actual cost of room. The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay at away from home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where employee is allowed to use company equipment for transportation. Where Employer specifies means of transportation waiting time beyond thirty (30) minutes shall be paid at the applicable hourly rate, provided that this provision shall not apply where employee is allowed to use company equipment for transportation.

ARTICLE 49. 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 fourteen (14) days shall be held on an employee. Each employee shall be provided with statement of his/her gross earnings and of deductions made for a purpose. In the event a driver's paid for time is cut or changed in any way, they will be notified in writing immediately.

All regular employees who recognize a pay shortage in excess of eight (8) hours of pay at the current rate will receive a draft **or Direct Deposit** from the Employer by the end of the next business day.

If a holiday falls on a payday, employees shall be paid on the day before the holiday except in the case of personal holiday such as a birthday, etc.

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.

~~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

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty. Such payment for employee's time when not driving shall be the hourly rate.

Excluding minimum runs, employees will be paid a minimum of five (5) minutes for each enroute instructed telephone calls. Any additional time requested by the employee will require documentation.

When a bid turn driver cannot complete his/her bid run for reasons not in their control, i.e. loads not ready, terminal delay, not to include weather delay, enroute breakdown – the bid driver shall be paid the completion of their bid run; ten (10)

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hours statutory rest time; and an eight (8) hour minimum (or mileage if greater) to their home domicile.

It is agreed that in instances covered by the Southern Region Over-the-Road Supplement Agreement, where the Employer is required to pay for a road drivers statutory rest period, that payment will be for a minimum of ten (10) hours paid time at the applicable rate of pay.

One (1) Over-the-Road Steward shall be compensated at the highest applicable rate of pay for all time spent attending Local Level meetings/hearings with the Company. Local Level meetings shall be scheduled as not to interfere with a Steward's regular run or shift.

Guarantees/DOT Inspections

Drivers will be paid for all time over fifteen (15) minutes as a result of overloads, certificate violations, and D.O.T. or any other regulated inspections, in the event a driver receives a citation through no fault of the employee, all time lost as a result will be paid. Road closures, road construction, serious accidents, and railroad crossing delays will also be paid for all time over thirty (30) minutes.

ARTICLE 51. MILEAGE AND HOURLY RATES

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

ARTICLE 52. GUARANTEES
NO CHANGE, EXCEP THE FOLLOWING:

Section 6.

This Section will not apply when the work performed plus miles driven would exceed the ~~fifteen (15)~~ **fourteen (14)** hour limitation in accordance with DOT regulations, which include a maximum of ~~ten (10)~~ **eleven (11)** hours driving time and ~~five (5)~~ **three (3)** hours work time, resulting in the loss of a trip or trips to the employee.

ARTICLE 53. SLEEPER OPERATION

NO CHANGE, EXCEPT THE FOLLOWING:
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 1. Mileage Rates

Drivers will be paid ~~fifteen (15)~~ **twenty (20)** minutes for each one thousand (1,000) miles for fueling/**DEF** stops. Equipment will be fueled prior to ~~departure~~ **the original dispatch.**

ARTICLE 54. OWNER/OPERATORS
NO CHANGE

ARTICLE 55. VACATIONS
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 56. HOLIDAYS
NO CHANGE

ARTICLE 57. HEALTH AND WELFARE
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

ARTICLE 58. PENSION
*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

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
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