

## **SECTION II**

**YRC, Inc. / USF Holland, Inc.**

**EXTENSION OF THE AGREEMENT FOR THE RESTRUCTURING  
OF THE YRC WORLDWIDE INC. OPERATING COMPANIES**

YRC Inc. (d/b/a YRC Freight), USF Holland Inc., New Penn Motor Express, Inc., and USF Reddaway Inc. (collectively the "Employer") have provided this Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (hereinafter the "Extension Agreement") to the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the International Brotherhood of Teamsters (the "IBT", the "Teamsters" or the "Union"). This Extension Agreement is for the express purpose of providing job security for the Employer's Teamster bargaining unit employees by creating the opportunity to continue the financial restructuring of the Employer.

1. **Term.** The Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (the "Restructuring Agreement"), the 2008-2013 National Master Freight Agreement and applicable Supplements (the "NMFA"), and the USF Reddaway Western Contract and Northwest Agreement ("Reddaway Agreements") shall be extended from March 31, 2015 until March 31, 2019, subject to the modifications set forth below.

2. **Ratification Bonus & Lump Sum Payment.** The Employer shall pay a bonus of \$750.00 in the event this Extension Agreement becomes effective. The ratification bonus will be payable within thirty (30) days of the Effective Date to all regular employees on the seniority list at the time of ratification, provided the employee was active within ninety (90) days of December 31, 2013 and still is employed by the Employer at the time of payment. The Employer also shall pay a lump sum payment of \$750.00 on April 1, 2015 to all regular full-time employees on the seniority list who have been actively working for the prior twelve (12) months. Regular full-time employees who have been subject to seasonal layoff between April 1, 2014 and March 31, 2015 will not be disqualified from receiving the \$750 Lump Sum Payment. Employees laid off for other reasons will not be eligible for the Lump Sum Payment. The \$750.00 bonus and payment shall not be subject to the 15% reduction.

3. **Wage Increases.** This Extension Agreement provides for hourly rate increases and equivalent mileage rate increases for all classifications, as follows:

April 1, 2016	\$ .40/hr
April 1, 2017	\$ .40/hr
April 1, 2018	\$ .40/hr

All wage and mileage increases will be subject to the 15% reduction outlined in the Restructuring Agreement. There shall be no hourly or equivalent mileage rate increase in 2014 or 2015. Any wage increase paid in 2014 prior to the effective date shall remain in effect only until payment of the ratification bonus and the Company may not seek repayment for that portion of the 2014 wage increase earned prior to the payment of the bonus.

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4. **Health & Welfare Contributions.** The Employer shall maintain health and welfare benefit levels by increasing health and welfare contribution rates up to the following amounts, based on the rates determined by the applicable health and welfare fund to maintain the current benefits.

January 1, 2015	\$ .35/hr
August 1, 2015	\$ .50/hr
August 1, 2016	\$1.00/hr
August 1, 2017	\$1.00/hr
August 1, 2018	\$1.00/hr

There shall be no increase payable on August 1, 2014.

5. **Pension Contributions.** The Employer shall continue to make contributions to the applicable pension funds or 401(k) plan at 25% of the 2009 rate, consistent with the Restructuring Agreement. To the extent any health and welfare fund needs less than \$.60/hr on August 1, 2016, \$.70/hr on August 1, 2017, or \$.75/hr on August 1, 2018, the amount less than \$.60/hr, \$.70/hr, or \$.75/hr (as applicable) may be directed by the applicable Supplemental Negotiating Committee to increase the contribution rate for the corresponding pension fund or 401(k) plan.

6. **Profit Sharing Bonuses.**

(a) Profit sharing bonuses will be payable according to the following schedules beginning in 2016 (based on 2015 performance), provided the applicable annual published operating ratio is within the specified ranges for any full calendar year. Bonus calculations and payments will be separate for YRC Freight and the Regional Carriers (Holland, New Penn, and Reddaway), with the operating ratio for the Regional Carriers being calculated on a combined basis:

<u>YRC Freight Operating Ratio</u>	<u>Bonus Amount</u>
96.1 to 97.0	1%
93.1 to 96.0	2%
93.0 and below	3%

<u>Regional Carrier Combined Operating Ratio</u>	<u>Bonus Amount</u>
94.1 to 95.0	1%
92.1 to 94.0	2%
92.0 and below	3%

Bonus amounts shall be calculated based on each individual employee's W-2 earnings (excluding any profit sharing bonuses) for the year in which the qualifying operating ratio was achieved. Profit sharing bonuses will not be subject to the 15% reduction.

**AGREEMENT FOR THE RESTRUCTURING  
OF THE YRC WORLDWIDE, INC. OPERATING COMPANIES**

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YRC Inc., USF Holland, Inc. and New Penn Motor Express, Inc. (each "the Employer") and the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the International Brotherhood of Teamsters (the "IBT", the "Teamsters" or the "Union") hereby establish this Agreement for the Restructuring of the YRC Worldwide, Inc. Operating Companies (hereinafter "the Restructuring Plan" or "the Plan") for the benefit of all of their employees. This Restructuring Plan has been developed for the express purpose of providing job security for the Employer's Teamster bargaining unit employees by creating the opportunity to engage in a complete financial restructuring of the Employer by reducing both its level of debt and its labor cost; thereby attracting additional investors. Such restructuring will significantly improve the Employer's ability to compete and provide job security for Teamsters. This Restructuring Plan is not, and is not intended to be, a plan that the Employee Retirement Income Security Act of 1974, as amended, governs; rather, this Restructuring Plan is an amendment to the NMFA (defined below) that the parties have referred to as the Restructuring Plan. As used in this Restructuring Plan, "NMFA" means collectively the 2008-2013 National Master Freight Agreement and its applicable supplemental agreements.

1. **Employee Participation.** During the period in which this Restructuring Plan is effective (as set forth in Section 10), each Teamster bargaining unit, full-time employee of the Employer shall participate in the Restructuring Plan. For purposes of the Plan, unless expressly stated to the contrary, the term "employee" means a Teamster bargaining unit employee who is on the seniority list and is scheduled to perform work for the Employer when called, including a probationary employee, a regular employee on lay off status and casuals, and including employees who work on a percentage basis less than 40 hours per week.

2. **Financial Restructuring of YRC Worldwide, Inc.** A Term Sheet/Proposal governing the process for the financial restructuring of YRC Worldwide, Inc., the parent company of the Employer, is attached hereto as Exhibit 1 (the "Term Sheet"). The financial restructuring of YRC Worldwide shall include, among other things, the reduction of the parent company's debt in form and substance satisfactory to TNFINC as the Term Sheet provides; the modifications to the NMFA and its applicable supplemental agreements to create labor cost savings; and the attraction of additional investors to support the recapitalization of YRC Worldwide. TNFINC has specifically advised the Employer of the terms of an agreement which would satisfy the reduction of debt requirement that the Term Sheet provides. To the extent the Term Sheet provides, TNFINC representatives and advisors will be directly involved in the process of restructuring and recapitalizing YRC Worldwide with no final decisions being made on the issues without TNFINC's approval. The involvement of TNFINC in the restructuring process will ensure that the Teamster bargaining unit members' interests are protected and that there is equal sacrifice by the lenders, managers, and nonunion employees and

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that any transactions with financial investors do not adversely impact Teamster members. When the restructuring process involves the consideration of the lenders converting their debt to equity and/or when new investors are considering investing in YRC Worldwide, Inc., TNFINC reserves the right to determine whether the job security and long-term interest of the members are better served by adjusting the performance triggers, terms and conditions (see Sections 4(c)) for recouping pension and wage relief contained in this Restructuring Plan.

3. Extension of the NMFA and Supplemental Agreements. This Restructuring Plan modifies and extends the current NMFA and Supplemental Agreements for a two year period, resulting in an expiration date of March 31, 2015.

4. Re-Entry into the Teamster Pension Funds.

(a) Effective June 1, 2011, the Employer shall commence making contributions to the Teamster Pension Funds covered by the NMFA ("Funds). In view of the financial condition of the Employer, the pension contribution rate, effective June 1, 2011, shall be at the rate of 25% of the contribution rate in effect on July 1, 2009 when the Non-Permanent Pension Contribution Termination and Deferral went into effect. TNFINC and each Employer agree to use their reasonable best efforts and to cooperate to encourage the applicable pension Funds to approve the resumption of participation and contributions as of June 1, 2011. It is understood that pension benefit accrual rates and the other terms and conditions under which the Employer resumes participation shall be determined by each Fund; *provided* that each Fund shall adopt benefit schedules for the Employers that fully fund the normal cost of any new accruals out of the contributions to be made under this Memorandum and provide for a portion of contributions to be contributed to any underfunding of the Fund. It is further understood that the benefit accruals will necessarily be lower than those provided to participants before July 1, 2009. The Subcommittee created by this Restructuring Plan shall have the authority to address any issues arising out of this Section including (without limitation) the authority to vary the contributions that this Section describes or any of the other terms of the Fund re-entry. If the Fund has not approved the applicable Employer's resumption of participation in the Fund by June 1, 2011, then each such Fund may elect to either: (1) apply the amounts due under this Section to the Deferred Amounts due to such Fund for delinquent contributions relating to the period prior to July 1, 2009, or (2) have the amounts due under this Section forwarded to an Escrow Agent satisfactory to the Subcommittee until such time as the Fund approves the terms of the Employer's re-entry. If a Fund does not accept an Employer's participation under the terms and conditions of this Section, the Subcommittee shall have the authority to work with the Fund to alter the terms and conditions of the Employer's re-entry into the Fund, to the extent that the Subcommittee finds it necessary or desirable. Each Fund will have the opportunity to perform financial due diligence with respect to the Employers' ability to make contributions and remain a viable enterprise.

(b) Consistent with this Restructuring Plan, the Non-Permanent Pension Cessation Period shall end effective May 31, 2011; *provided* the applicable pension Funds shall extend the Non-Permanent Pension Cessation Period until May 31, 2011.

(c) In determining whether the restructuring is satisfactory to TNFINC in its sole discretion, TNFINC will require a profit sharing provision to provide additional compensation to members based upon the achievement of financial performance triggers by YRCW which requirements have been communicated to YRCW and may be altered by TNFINC in its sole discretion.

**5. Non-Permanent Pension Contribution Termination and Deferral.**

(a) As provided by the Amended and Restated Memorandum of Understanding on the Job Security Plan that went into effect on July 1, 2009, the obligation of the Employers to contribute to the Pension Funds ceased effective July 1, 2009 and was to continue through December 31, 2010 ("Non-Permanent Pension Contribution Termination Period"). However, because of the financial circumstances experienced by the Employer, this Restructuring Plan extends the Non-Permanent Pension Contribution Termination Period through May 31, 2011. During the extended Non-Permanent Pension Contribution Termination Period, each Employer may continue its termination of its participation in the Funds (in which it participates; it being understood that such termination shall result in the cessation of any accruals of benefits for the months in the Non-Permanent Pension Contribution Termination Period; it being further understood that the Employers shall not be required to provide contributions to these Funds for the Non-Permanent Pension Contribution Termination Period. At the end of the Non-Permanent Pension Contribution Termination Period on May 31, 2011, each Employer shall resume its participation in those Funds by resuming pension contributions as outlined in Section 4 above, effective June 1, 2011. The parties agree that on this basis, the Employer intends to continue their participation in each Fund. To the extent consent is necessary, TNFINC and each Employer consent to actions by Fund trustees to reduce pension accruals to zero during the Non-Permanent Pension Contribution Termination Period. TNFINC and each Employer agree to use their respective reasonable best efforts to encourage the trustees of each Fund to continue its Non-Permanent Pension Contribution Termination Period Agreement, which shall avoid any debt or accumulated pension obligations of the Employers. The obligation of the Employers to contribute to the Funds shall resume effective June 1, 2011.

(b) It is hereby acknowledged that the Employer has deferred contributions to Funds and expect to defer such contributions with respect to hours worked until immediately prior to the beginning of the Non-Permanent Pension Contribution Termination Period. To the extent any of those deferrals occurred before or occur after the Effective Date and the respective applicable Funds and Employer enter into deferral agreements, the Employers shall not be in breach of the NMFA (as amended by this Restructuring Plan), and no legal, strike (pursuant to Article 8, Section 3(b) of the NMFA) or other action shall be taken against Employers so long as Employers are not materially in default of the deferral agreements and related documents (as they may be amended from time to time). If an Employer is in material default of a deferral agreement or related document, before any legal, strike or other action is taken against Employer, the Subcommittee (defined in Section 17) must provide written notice to the Employer, and the Employer shall have 30 days to cure the default. If the default is cured, any applicable legal, strike or other action shall be rescinded or dismissed, and TNFINC shall use its reasonable best efforts to ensure that any such action is rescinded or

dismissed. If prior to the Effective Date, a Fund terminated an Employer, the Employer shall have no obligation to provide contributions to the Fund for the period between such termination and the Effective Date.

6. **Wage Increases.** This Restructuring Plan provides for hourly rate increases and equivalent mileage rate increase of \$0.40 per hour on April 1, 2011, \$0.45 per hour on April 1, 2012, \$0.40 per hour on April 1, 2013 and \$0.40 per hour on April 1, 2014.

7. **Wage Reduction.** The Employer shall reduce by 15% employees' gross wages or earnings paid per the NMFA, including the increases to wages described above in this Section 6 and the reduced wages in Section 15. Such wage reductions and/or reduced earnings shall include overtime and any premium pay, vacation, sick pay, holiday pay, funeral leave, jury duty, and other paid for time not worked. Wage and mileage rate increases outlined in Article 33 of the NMFA, effective April 1, 2011, April 1, 2012, April 1, 2013, and April 1, 2014 shall also be reduced by 15%. This wage reduction will apply to the NMFA bargaining unit as modified by the General Executive Board of the International Brotherhood of Teamsters on November 24, 2009. The cost of living adjustment provisions of Article 33 of the NMFA shall be suspended for the duration of this Restructuring Plan.

18.3 **Contract Modifications Included in the National Portion of the NMFA.** The following modifications to the 2008-13 NMFA and Supplemental Agreements are to be included as part of the first 39 Articles of the NMFA and cover the entire NMFA bargaining unit, as modified by the General Executive Board of the International Brotherhood of Teamsters in its Resolution of November 24, 2009:

(a) **Four Hour Guaranteed Local Cartage Employee:** The parties recognize the need for the Employers to create job opportunities and efficient operations during this period of financial restructuring and recession. For these reasons, there is established a four hour guarantee local cartage employee classification. This local cartage classification will enhance the Employers' ability to compete and provide work for the substantial number of laid-off employees. The four hour guaranteed local cartage worker shall have no impact on regular straight time work opportunities of active fulltime employees, unassigned and /or 10%ers or shapes as defined by the 2008-13 NMFA and Supplemental Agreements.

Work performed by this new classification shall be offered daily first to laid off local cartage workers. The four hour guaranteed local cartage classification shall be paid the applicable fulltime rate of pay minus the wage reduction (15%). ~~Pension and health & welfare benefits shall be paid consistent with those for regular employees, but laid-off four (4) hour employees shall have contributions paid for hours rather than days worked.~~ In the event that employees in this classification work more than 6 hours, they shall be guaranteed 8 hours. There will be no back-to-back 4 hour shifts or 4 hour overlapping shifts. Laid-off employees may be started within bids at their respective domicile locations.

At each terminal, the number of workers in this four hour guaranteed local cartage

# **NATIONAL MASTER FREIGHT AGREEMENT**



**For The Period April 1, 2008  
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# **NATIONAL MASTER FREIGHT AGREEMENT**

**For the Period of  
April 1, 2008 through March 31, 2013**

**covering:**

**Operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory.**

The \_\_\_\_\_ (Company or Association) hereinafter referred to as the EMPLOYER and the TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and Local Union No. ——— which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement.

## **ARTICLE 1. PARTIES TO THE AGREEMENT**

### **Section 1. Employers Covered**

The Employer consists of Associations, members of Associations who have given authorization to the Associations to represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signator to this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations represent that they are duly authorized to enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations.

## **Article 1, Section 2**

### **Section 2. Unions Covered**

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters National Freight Industry Negotiating Committee representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

### **Section 3. Transfer of Company Title or Interest**

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this

## **Article1, Section 3**

Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable lay-off provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

## **ARTICLE 2. SCOPE OF AGREEMENT**

### **Section 1. Master Agreement**

The execution of this National Master Freight Agreement on the part of the Employer shall apply to all operations of the Employer which are covered by this Agreement and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto.

### **Section 2. Supplements to Master Agreement**

(a) There are several segments of the trucking industry covered by this Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement.



## **Article 2, Section 2**

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements."

All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement.

In all cases involving the transfer of work and/or the merger of operations subject to the provisions of Article 8, Section 6 or Article 5, Section 2, where more than one Supplemental Agreement is involved and one or more of them contains provisions contrary to those set forth in Article 8, Section 6 or Article 5, Sections 2, the applicable terms and conditions of the NMFA shall supersede those of the contrary Supplemental Agreements, including the resolution of any seniority related grievances that may arise following approval of the involved transfer of work and/or merger of operations.

(b) The parties shall establish four (4) Regional Area Iron and Steel and/or Truckload Supplements to the National Master Freight Agreement.

The Employer and the Local Union, parties to this Agreement, may enter into an agreement whereby road drivers working under an Over-The-Road Supplemental Agreement have the opportunity to perform work covered by and subject to the above Regional Area Supplements, under conditions agreed upon. Such Supplement shall be submitted to the appropriate Regional Joint Area Committee.

(c) The jurisdiction covered by the National Master Freight Agreement and its various Supplements thereto includes, without limitation, stuffing, stripping, loading and discharging of cargo or containers. This does not include loading or discharging of cargo or containers to or from vessels except in those instances where such work is presently being performed. Existing practices, rules and understandings, between the Employer and the Union, with respect to this work shall continue except to the extent modified by mutual agreement.



**Section 3. Non-covered Units**

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

**Card Check**

(a) When a majority of the eligible employees performing work covered by an Agreement designated by the National Negotiating Committee to be Supplemental to the National Master Freight Agreement execute a card authorizing a signatory Local Union to represent them as their collective bargaining agent at the terminal location, then, such employees shall automatically be covered by this Agreement and the applicable Supplemental Agreements. If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed upon process for determination and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition. In such cases the parties may by mutual agreement negotiate wages and conditions, subject to Regional Joint Area Committee approval.

The parties agree that a constructive bargaining relationship is essential to efficient operations and sound employee relations. The parties recognize that organizational campaigns occur in bargaining relationships and that both parties are free to accurately state their respective positions concerning the organization of certain groups of employees. However, the parties also recognize that campaigns must be waged on the facts only. Accordingly, the parties will not engage in any personal attacks against Union or Company representatives or attacks against the Union or Company as an institution during the course of any such campaign.

**Additions to Operations: Over-The-Road and Local Cartage Supplemental Agreements**

(b) Notwithstanding the foregoing paragraph, the provisions of the National Master Freight Agreement and the applicable Over-the-

## **Article 2, Section 3**

Road and Local Cartage Supplemental Agreements shall be applied without evidence of union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are controlled and utilized as a part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation.

If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed-upon process for determination, and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition.

The provisions of Article 32 - Subcontracting, shall apply to this paragraph. Extensions or additions to current operations, etc., which adjoin and are controlled and utilized as part of such current operation shall be subject to the jurisdiction of the appropriate Change of Operations Committee for the purpose of determining whether the provisions of Article 8, Section 6 - Change of Operations, apply and, if so, to what extent.

## **Section 4. Single Bargaining Unit**

The employees, Unions, Employers and Associations covered under this Master Agreement and the various Supplements thereto shall constitute one (1) bargaining unit and contract. It is understood that the printing of this Master Agreement and the aforesaid Supplements in separate Agreements is for convenience only and is not intended to create separate bargaining units.

This National Master Freight Agreement applies to city and road operations, and other classifications of employment authorized by the signatory Employers to be represented by Employer Associations or Employers, where applicable, participating in national collective bargaining. The common problems and interest, with respect to basic terms and conditions of employment, have resulted in the creation of the National Master Freight Agreement and the respective Supplemental Agreements. Accordingly, the Associa-

## **Article 2, Section 4**

tions and Employers, parties to this Agreement, acknowledge that they constitute a single national multi-employer collective bargaining unit, composed of the Associations named hereinafter and those Employers authorizing such associations to represent them for the purpose of collective bargaining, and solely to the extent of such authorization, and such other individual employers which have, or may, become parties to this Agreement.

## **Section 5. Riders**

Upon the effective date of this Agreement, all existing or previously adopted Riders which provide less than the wages, hours, and working conditions specifically established by this Agreement and Supplemental Agreements shall become null and void. Thereafter, the specific provisions of this Agreement and applicable Supplemental Agreements shall apply without being subject to variance by Riders. This Section shall not be applied or interpreted to eliminate operational, dispatch, or working rules not specifically set forth in this Agreement and Supplemental Agreements.

# **ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF**

## **Section 1. Recognition**

(a) The Employer recognizes and acknowledges that the Teamsters National Freight Industry Negotiating Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees in the classifications of work covered by this National Master Freight Agreement, and those Supplements thereto approved by the Joint National Negotiating Committees for the purpose of collective bargaining as provided by the National Labor Relations Act.

Subject to Article 2, Section 3 - Non-covered Units, this provision shall apply to all present and subsequently acquired over-the-road and local cartage operations and terminals of the Employer.

This provision shall not apply to wholly-owned and wholly inde-

# **Central Region Local Cartage Supplemental Agreement**

*covering*

**EMPLOYEES OF  
PRIVATE, COMMON, CONTRACT AND  
LOCAL CARTAGE CARRIERS**

*In the following territory: Michigan,  
Ohio, Indiana, Illinois, Wisconsin,  
Minnesota, Iowa, Missouri, North Dakota,  
South Dakota, Nebraska, Kansas,  
Kentucky, and West Virginia.*

**For The Period April 1, 2008  
thru March 31, 2013**



**Central Region  
Local Cartage  
Supplemental Agreement**

**covering**

**EMPLOYEES OF  
PRIVATE, COMMON, CONTRACT AND  
LOCAL CARTAGE CARRIERS**

**For the Period of  
April 1, 2008 through March 31, 2013**

**In the following territory: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, and West Virginia.**

The \_\_\_\_\_ (Company) hereinafter referred to as the “Employer”, and the FREIGHT DIVISION, CENTRAL 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 Supplemental Agreement.

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2008, 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**

### **Operations Covered**

(a) The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”), on the part of the Employer shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight within the area located within the jurisdiction of the Local Union, not to exceed a radius of one hundred (100) miles. However, it is understood that the area between the fifty (50) mile radius and the one hundred (100) mile radius may be serviced by employees operating under this supplemental agreement or an Over-The-Road Supplemental Agreement. The Company has the right to service small or marginal accounts or areas as they do presently and historically. Where there is a dispute as to what operations are presently and historically handled by interline or cartage operations the matter shall be referred to the Central Region Joint Area Local Cartage Committee. Present terminal to terminal operations will continue as they currently exist.

A Local Union may agree with the Employer-Carriers to extend the above-mentioned radius on any city or town within its jurisdiction. However, where there are overlapping jurisdictions, the agreement of all Local Unions affected must be had with regard to such overlapping jurisdictions.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purpose of this Agreement. The term “employee” also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling and allied work.

(c) The provisions of this Article shall not operate to restrict the provisions contained in Article 52 of the Central States Area Over-the-Road Motor Freight Supplemental Agreement.

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **ARTICLE 55. PENSIONS**

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.



This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five)



(5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on Central States, Southeast and Southwest Areas Pension Fund v.

Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 56. LEASED EQUIPMENT**

### **Section 1.**

For the purpose of protecting the established driver's rate, minimum rental rates for the leasing of equipment owned by an employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided they produce the minimum cost of operating the equipment in addition to full driver's wages and allowances.

### **Section 2.**

In the event the Employer leases equipment from individual owners, then in that event the Employer shall pay the driver directly and separately from the lessor of said equipment.

### **Section 3.**

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

# **Central Region Over-the-Road Supplemental Agreement**

*covering*

**DRIVERS EMPLOYED BY  
PRIVATE, COMMON AND  
CONTRACT CARRIERS**

*In the following territory: Michigan,  
Ohio, Indiana, Illinois, Wisconsin,  
Minnesota, Iowa, Missouri, North Dakota,  
South Dakota, Nebraska, Kansas,  
Kentucky, and West Virginia.*

**For The Period April 1, 2008  
thru March 31, 2013**



**Central Region  
Over-the-Road Motor Freight  
Supplemental Agreement**

**covering**

**DRIVERS EMPLOYED BY  
PRIVATE, COMMON, AND  
CONTRACT CARRIERS**

**For the Period of  
April 1, 2008 through March 31, 2013**

**In the following territory: Michigan, Ohio, Indiana,  
Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota,  
South Dakota, Nebraska, Kansas, Kentucky, West Virginia,  
Denver, Colorado and operations into and to and out  
of all contiguous territory.**

The \_\_\_\_\_ (Company) hereinafter referred to as the “Employer”, and the FREIGHT DIVISION, CENTRAL 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 Over-the-Road Supplement Agreement is supplemental to and becomes a part of the Master Freight Agreement hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2008, 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.

To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty.

The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

In the event of a death of an employee's current Mother-in-law or Father-in-law the employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision.

## **ARTICLE 61. HEALTH AND WELFARE BENEFITS**

"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 62. PENSIONS**

"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 63.**

### **Section 1. Items Covered**

This Article refers to commodities and solid loads referred to in the Iron and Steel and Truckload Supplement.

### **Section 2.**

Such articles may be hauled within, into and out of Central States, Southern, Western, Eastern Regions. Iron & Steel Commodities in excess of the above list which have been previously approved by the original Region may be hauled within and to other Conferences but require destination Region approval for those commodities.

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within I.C.C. and D.O.T. rules and regulations. There shall be no pickup or delivery of a solid load in the area under the jurisdiction of IBT Joint Council #25, and/or Chicago Truck Drivers Local 705, in the Chicago area other than those that may be permitted under the terms of such Local's agreements.

# **Southern Region Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement**

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



**For TI  
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**, 2008  
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**SOUTHERN REGION AREA  
LOCAL FREIGHT FORWARDING  
PICKUP AND DELIVERY  
SUPPLEMENTAL AGREEMENT**

**COVERING EMPLOYEES OF PRIVATE,  
COMMON, CONTRACT AND LOCAL  
CARTAGE CARRIERS**

**For the Period of  
April 1, 2008 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**

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 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.**

### **Section 1. Scope of Agreement**

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Pickup and Delivery operations of the Employer, except as provided in the Over-the-Road Agreement, in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the city pickup and delivery and dockmen employees, this Agreement shall automatically become effective.

(c) City drivers shall be permitted to perform normal pick up and delivery and cartage duties within the one hundred (100) mile radius or as otherwise agreed to. The area between the fifty (50) and one hundred (100) mile radius will, for the most part, be serviced by the City P & D operation however, the Company has the right to service small or marginal accounts as they do presently and historically. Existing mutual agreements will remain in effect.

Within one hundred and eighty (180) days of the signing of this agreement, the Company and Local Unions shall identify present, third party operations within the one hundred (100) mile radius.

This provision does not prohibit road drivers from performing normal terminal operations within the one hundred (100) mile radius as provided in the present contract.

Under no circumstances will overflow traffic within the fifty (50) mile radius be given to a Cartage company with local cartage employees laid off.

The Company will provide each Local Union a list of all shipments given to an interline or third party carrier upon request of the Local Union. This list will consist of the date tendered to the third party carrier, pro numbers and date delivered by third party carrier. The list will be provided to the Local Union pursuant to Article 7 of the National Master Freight Agreement.

## **HOURS/SHIFTS**

The Company may utilize five (5) eight's (8's) / four (4) tens (10's) or any other combination of hours that is mutually agreed to between the parties.

## **Section 2. Employees Covered**

Employees covered by this Agreement shall be construed to mean any driver operating a truck tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Agreement, and Checkers, Switchmen, Hostlers, Forklift Operators, and Dockmen.

## **Section 3. Over-the-Road Work**

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) or customer facilities at any time, regardless of whether the terminal is open or closed.

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

# **ARTICLE 41.**

## **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall

have the authority to audit the payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision to Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Actions on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **ARTICLE 51. PENSION**

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee.

However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby



waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five) (5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area

Committee may also determine whether the Employer claim was bona fide.

The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision on *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators, by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **Section 1.**

A vacation of one (1) week shall be granted with pay to all employ-

# **Southern Region Area Over-the-Road Motor Freight Supplemental Agreement**

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



**For TI  
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**, 2008  
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**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 through March 31, 2013**

**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 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, 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.**

(a) The execution of this Supplemental Agreement, herein referred to as "Agreement", on the part of the Employer shall cover all over-the-road operations of the Employer in said described area.

(b) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle, operated for transportation purposes when used to defeat the purpose of this Agreement.

### **Section 2. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer, during the probationary period and is then worked again at any time during the next full twelve (12) months, at any of the Employer's locations within the jurisdiction of the Local Union covering the ter-

minal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

### **Section 3. Casual Employees**

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

Casual employees shall not have seniority status. Casuals shall not be discriminated against for future employment.

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, excluding earned time off and drivers who are out of hours and shall not be counted in the computation of adding employees to the regular seniority list.

When the absence of a regular employee continues beyond three (3) consecutive months, a replacement casual shall not thereafter be used to fill that absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

Supplemental casuals, who work thirty (30) tours of duty within two (2) consecutive calendar months shall qualify an employee to be added to the regular seniority roster.

Casual employees shall not accrue seniority. The selected casual employee's seniority date shall be the date of his/her selection, however, when the Local Union and the Employer agree that casuals have qualified under the provisions of this Agreement the Employer

must add the selected employees to the regular seniority list within fourteen (14) calendar days.

Casual tours worked in parallel shall not be considered as tours worked to qualify for regular employment as provided above.

A monthly list of all casuals (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

(a) the employee's name, address, telephone number and social security number, and,

(b) the dates worked.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or shop steward.

The Union has exclusive referral rights for casuals provided they can promptly furnish qualified drivers to the Employer.

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;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

#### **Section 4. Preferential Casuals**

When a casual is used by the Employer for seventy (70) tours of duty, within six (6) consecutive months, the Employer shall process a person to be placed on the preferential list, when requested to do so by the Local Union. The Employer shall have the right of selection of the individual to be processed for the preferential list.

Processing shall be completed within thirty (30) calendar days, after the aforementioned seventy (70) tours and notification of the Local Union. The Employer and the Local Union may agree to extend the processing period for a maximum of thirty (30) days, but the preferential casual must agree to the extension in writing.

Processing of any casual may be waived with a written agreement between the individual, the Local Union and the Employer.

After processing, if the casual meets the Employer's hiring standards and qualifications for regular employment, the selected casual shall be placed on a preferential casual list for future regular employment and shall be selected for regular employment in the order in which he/she was placed on the preferential casual list and he/she shall not be subject to any probationary period. The seniority date shall be the date the casual is put on the regular seniority list.

If the selected casual does not meet the Employer's hiring standards and qualifications or refuses to accept regular employment while on the preferential casual list, the casual and the Local Union shall be notified in writing and his/her use as a casual will be discontinued.

A casual can only maintain preferential status with one (1) employer.

Casual employees on the preferential casual list shall be offered available extra work in the order in which they were placed on the



preferential list, provided the casual is qualified to perform the required work. The Employer shall not be obligated to make more than one (1) call per casual per day to offer work. The work call must be verified by a union member, if available. Preferential casuals shall be guaranteed eight (8) hours pay when called to work.

Preferential casuals may grieve any violation of this Article or any discipline.

The Local Union must notify the Company, in writing, thirty (30) days prior to implementation of a preferential casual list being established.

## **Section 5. Student Driver**

Employees on student trips shall be paid in accordance with the provisions of this Agreement.

In all cases hired or leased equipment shall be operated by an employee of the certified or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his/her services, as well as the ends to be accomplished. Any pre-employment orientation/training that involves bargaining unit work shall be paid for at the appropriate contractual rate of pay based on classification, however; no classroom training will exceed two (2) days.

## **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.

## **Section 7. Pickup and Delivery limitations**

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**

Neither pickup at origin nor delivery at destination shall be permitted where a driver or drivers, or driver and helper would exceed the Interstate Commerce Commission and the Department of Transportation rules or on any run which cannot be completed within said rules, from point of origin to final destination, including such pickup and/or delivery.

## **Section 9. Addenda**

Addenda or Supplements to this Agreement providing for better wages, hours, and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Addenda or Supplements to this Agreement shall be negotiated by any of the parties hereto except in those instances agreed by the National Committee.

# **ARTICLE 41. ABSENCE**

## **Section 1. Time off For Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 58. PENSION**

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement



to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **ARTICLE 59. STEEL HAUL ONLY**

### **Section 1. Description of Commodities**

The description of iron and steel items is as follows:

Angles

Bands

Bars

Beams

Billets

Blanks

(stamping or shapes unfinished in bundles or lifts)

Channels

Coils

Pilings

Plates

Rods

Sheets

Skelps

Slabs

Strip

Tubing

Coiled rods

Wire in bundles

Rolling mill rolls and individual castings weighing more than 250 pounds.

### **Section 2. Pickup and Delivery**

One (1) pickup and one (1) delivery of a solid load may be made by the road drivers in the event same can be performed within the Interstate Commerce Commission regulations, provided, however, no driver shall be compelled to make delivery at final destination, who has worked and/or driven ten (10) hours.

There shall be no pickup or delivery of a solid load in the area under the jurisdiction of I.B.T. Locals 710, 705, 721, 782, 801 and inde-

# **Southern Region Area Local Freight Forwarding Garage Supplemental Agreement**

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



**For Th  
th**

**, 2008  
13**



**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 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**

To cover the employees employed in the Mechanical and Service Department 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 Garage Supplement Agreement 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, 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 Employers 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**

### **Section 1. Scope of Agreement**

(a) The execution of this Agreement on the part of the Employer shall cover all the Mechanical and Service operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the mechanical and service employees, this Agreement shall automatically become effective.

### **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-the-Road operation.

## **ARTICLE 41. PROBATIONARY AND CASUAL EMPLOYEES**

### **Section 1. Probationary Employees**

A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except in those jurisdictions where the Local Union maintains a hiring hall, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be compensated at the full contract rate of pay for all hours worked retroactive to the first day worked in such period.

### **Section 2. Casual Employees**

Casual employees shall only be used to supplement a regular shift and will be terminated not later than the regular shift they are supplementing. No casual employee may work past the end of the shift



Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 51. PENSION**

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.



Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator

compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **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

# **Southern Region Area Local Freight Office Clerical Employees Supplemental Agreement**

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



**For TI  
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**, 2008  
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**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 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**

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 Office Clerical Supplement Agreement 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, 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.**

(a) The execution of this Agreement on the part of the Employer shall cover all the Local Freight Forwarding Office Clerical operations of the Employer in said described area.

(b) If the Employer begins operating a terminal in a city where there is now no terminal, the Employer agrees that as soon as the Union shows the Employer authorizations signed by the majority of the Office Clerical employees, this Agreement shall automatically become effective.

### **Section 2. Employees Covered**

To cover persons employed as Office and Clerical employees, construed to mean, but not limited to, any Rate Clerk, Cashier, Head Cashier, Assistant Cashier, OS&D Clerk, Customer Care Clerk, PACs Clerk, Receptionist, Imaging Clerk, Special Account Clerk, Driver Check-in Clerk, Appointment Clerk, R&U Clerk, General Clerk, Manifest Clerk, Billing Clerk, File Clerk, Tracing Clerk, Secretary/Stenographer, Rate Clerk B, Code Clerk and Mail Clerk, any other classifications of work when used to defeat the purpose of this Agreement, who are employees in the offices of Common Contract, and Private carriers in the States of Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Oklahoma, Louisiana, Texas and the City of Asheville, North Carolina.

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



employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 51. PENSION**

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.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Region Area Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being



effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eli-

gible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **ARTICLE 52. VACATIONS**

### **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.

# **Carolina Freight Council City Cartage Supplemental Agreement**



**For Tl  
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**, 2008  
13**

**CAROLINA FREIGHT COUNCIL  
CITY CARTAGE  
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD  
APRIL 1, 2008 TO MARCH 31, 2013**

**PREAMBLE**

To cover all city pickup and delivery, peddle runs, and all dock employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

The \_\_\_\_\_  
(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Cartage Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, 2008, 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. Operations Covered**

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators, switchers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within an area located within the jurisdiction of the Local Union, not to exceed a radius of 25 miles of the zero point in the terminal city.

This Agreement shall also cover peddle run operations (within a radius of 75 direct highway miles of the home terminal) not exceeding 150 miles round trip. Peddle run drivers will not be used to circumvent the road contract guarantees.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver/helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and assembling.

### **Section 2. Combination City Road Work**

The position of both Employer and Union Negotiating Committees is that under the Agreement, city men shall not perform road work or vice versa. But, in certain circumstances, city men must be called in to do roadwork. In that event:

(a) City Work-Road Run-Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is assigned to a road run from which he returns within his normal working day, he shall be paid for city work performed, plus appropriate road pay on the road run plus hours worked in city after return from the road run. All hours actually worked must be included for computation of overtime.



**(b)** City Work-Road Run-No Return to City During Normal Working Day: Where a city driver has worked part of his workday in the city, is then assigned to a road run, and does not perform any city work after conclusion of the road run, he shall be paid for city work performed, plus pay for the road run at the appropriate rate and guarantee. In this situation, hours worked on the road run shall not be included in the calculation of overtime.

**(c)** A combination driver operation shall not be put into effect for the purpose of avoiding or defeating the provisions of either the City or Over-the-Road Agreement. A combination driver shall be defined to be an operation on which an Employer can only by reason of necessity use a driver on combined duties.

**(d)** Peddle-run drivers shall be allowed to perform their normal duties of their runs.

**(e)** Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by this Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pickup a trailer to and from the terminal.

When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and /or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

**(f)** A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

Any Company that requests city employees to make road trips with

any regularity will meet with the Local Union for the purpose of reaching an agreement on how to offer work opportunity to these employees.

### **Section 3. Supervisory Personnel**

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

### **Section 4. – Subcontracting**

The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations through intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as Freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight.

Recognizing the significance of this issue, the parties agree to establish a Carolina Bi-State Supplemental Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. The Carolina Bi-State Supplemental Subcontracting Committee shall be comprised of the Union and the Employer Supplemental Chairmen, or their designees, of the Carolina Supplemental Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis, to resolve alleged disputes of this article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:



Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor;

Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted;

Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

For the purpose of:

(1) Preserving work and job opportunities for the employees covered by this Agreement;

(2) Protecting the standards of employment covered by this Agreement; and

(3) Recapturing lost job opportunities; all to the maximum extent legally possible.

(A) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(B) Provided, however, that the Employer may subcontract to an

employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served.

In order to protect the economic terms and conditions of employment of this Agreement, the respective unions may request from the Employer, within ninety (90) days following ratification of this Agreement, the economic terms and conditions of employment paid to its subcontractors to be submitted to the Carolina Bi-State Subcontracting Committee for review.

## **ARTICLE 41 – ABSENCE**

### **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

## **ARTICLE 54 – PENSION FUNDS**

“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.”

Effective April 1, 2008 the Employer shall contribute 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.

Effective April 1, 2008 the Employer shall contribute 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 by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall



collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v.*

Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

## **ARTICLE 55 – LEASED EQUIPMENT**

### **Section 1.**

For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

### **Section 2.**

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

### **Section 3.**

The Employer expressly reserves the right to control the manner,



# **Carolina Freight Council Over-the-Road Supplemental Agreement**



**For T  
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**, 2008  
13**



**CAROLINA FREIGHT COUNCIL  
OVER-THE-ROAD  
SUPPLEMENTAL AGREEMENT**

**For the Period  
April 1, 2008 to March 31, 2013**

**PREAMBLE**

To cover the drivers employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

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(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, **2008** and 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**

The execution of this Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above.

### **Section 1. Operations Covered**

All operations into and out of North and South Carolina shall be paid under the terms of this Agreement.

Over-the-Road drivers shall not be permitted to perform dock work or city pickup and delivery service or any other work covered by the Carolina Freight Council City Cartage Supplemental Agreement within the twenty-five (25) mile compass radius of the zero point in the terminal city except over-the-road drivers may drop and/or pick-up a trailer to and from the terminal. (Driver will not handle the freight). Road drivers will also be permitted to switch their unit at any terminal in North or South Carolina provided there is no bid switcher on duty. When an employer has entered another type market other than the long haul traffic market, or has secured a volume of time sensitive shipments the local union and employer affected by this traffic change may mutually enter into an agreement to handle the delivery and/or pickup of this type of traffic in the affected local union's jurisdiction. The agreement must be submitted to the Carolina Bi-State Grievance Committee for approval, at the first scheduled meeting following the change in traffic.

### **Section 2. Employees Covered**

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement.

(b) Student Driver. Employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) Hired or Leased Equipment. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permit-

ted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner operator performs his services, as well as the ends to be accomplished.

### **Section 3. 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 separate agreements entered into between the Employer and the involved Local Union. Employees subject to the 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.

The prevailing Local Union City Cartage Contract shall govern all wages and conditions on runs exclusively within a compass radius of 25 miles of the zero point in the terminal city. Peddle runs are not covered by this Agreement, but are covered by the City Cartage Agreement.

A Company and Local Union may mutually agree to the use of casual road drivers (including local cartage employees) provided such use doesn't result in the layoff of road drivers and in no event will a carrier use local cartage employees, including casuals, to make road runs as a subterfuge to defeat the provisions of this Agreement.

### **City and/or Peddle Runs - Road Driver on Peddle.**

**A.** When a road driver is informed he is being put on a city and/or peddle run he shall be entitled to a minimum of four (4) hours.

**B.** A road driver arriving at a foreign terminal is on delay time until he is informed he is being put on a city and/or peddle. From the time he is so informed until he completes the run, or is told otherwise, he is construed to be on the city and/or peddle run.

**C.** Road drivers dispatched with multiple pickups and/or deliveries within a twenty-five (25) mile radius of each other will be paid the

applicable hourly road rate starting with the arrival at the first customer until leaving the last customer within said radius.

## **Section 4. Supervisory Personnel**

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement except as provided in Article 9 (Protection of Rights) of Master Agreement, or by mutual agreement with the Local Union.

# **ARTICLE 41 – ABSENCE**

## **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

A union member on a seniority list of employees domiciled within the jurisdiction of a Local Union signatory to this Agreement at the time of such member's election or appointment to serve as a full time union official of any such Local Union shall be granted a leave of absence during the period of such union employment, without discrimination or loss of seniority rights, and without pay or benefits of any kind. This provision shall apply retroactively and prospectively to cover only employees who, during the life of this Agreement, hold bona fide full time union positions in a Local Union signatory to this Agreement, and shall not apply to part time union officials or to persons not actively working, or appointed to work, as a bona fide full time union official. This provision shall not be used to avoid the disciplinary provisions of this Agreement.

## **Section 2. Leave of Absence**

(a) Any employee desiring leave of absence from his employment



## **ARTICLE 60 – PENSION FUNDS**

“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.”

Effective April 1, 2008 the Employer shall contribute 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.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such ter-



mination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension

contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regard-

less of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

## **ARTICLE 61 – FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral.

## **ARTICLE 62 – STEEL HAUL ONLY**

In the event any Employer institutes an owner operator steel haul, the Union may reopen this Section upon sixty (60) days' written notice by certified or registered mail to the Employer and request negotiations of matters dealing with description of iron and steel items, pickup and delivery of iron and steel items and minimum rates of pay for equipment owned and driven by the owner driver.

Upon the failure of the Employer and the Union to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their position, notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE 63 – PROTECTIVE APPAREL**

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.

## **ARTICLE 64 – TERM OF SUPPLEMENT**

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

# **Carolina Freight Council Automotive Maintenance Supplemental Agreement**



**For TI  
th**

**, 2008  
13**



**CAROLINA FREIGHT COUNCIL  
AUTOMOTIVE MAINTENANCE  
SUPPLEMENTAL AGREEMENT**

**FOR THE PERIOD  
APRIL 1, 2008 TO MARCH 31, 2013**

**PREAMBLE**

To cover all mechanics, mechanic's helpers, garage men, parts and stock room employees employed in the operation of common, contract, and private carriers in the States of North Carolina and South Carolina.

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(Company)

hereinafter referred to as the Employer and the Carolina Freight Council 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 Automotive Maintenance Supplemental Agreement 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 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.



access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the International Brotherhood of Teamsters, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

## **ARTICLE 53 – PENSION FUNDS**

“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.”

Effective April 1, 2008 the Employer shall contribute 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 cov-



ered by this Agreement who has been on the payroll sixty (60) days or more.

Effective April 1, 2008 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Carolina Supplemental Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the appropriate Employers' Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to

pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Region Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employ-

ees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Note: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Action on delinquent contributions may be instituted by the Local Union, the International Brotherhood of Teamsters or the Trustees. Employers who are delinquent must also pay all attorney's fees and court costs of collection.

## **ARTICLE 54 – JOB CLASSIFICATIONS AND RATES OF PAY**

### **Section 1. Repair Mechanics**

Journeyman Mechanic: Is an employee fully qualified and capable of building, rebuilding, repairing and maintaining all parts of automotive equipment as may be required in the department to which they are assigned with only customary general supervision normally required by a Journeyman Mechanic. He must be able to handle automotive equipment as may be necessary in the performance of his duties.

### **Section 2. Trailer Mechanics Journeyman Mechanic**

An employee fully qualified and capable of building, rebuilding,

# **Virginia Freight Council Supplemental Agreement**

**Covering  
City Pickup and Delivery  
and Over-the-Road**



**For The Period April 1, 2008  
thru March 31, 2013**



**VIRGINIA FREIGHT COUNCIL  
CITY PICKUP AND DELIVERY  
And  
OVER-THE-ROAD  
SUPPLEMENTAL AGREEMENT**

**For the Period  
April 1, 2008 to March 31, 2013**

**PREAMBLE**

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. \_\_\_\_\_ (Company hereinafter referred to as the Employer or Company and the Virginia Freight Council 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 Cartage and Over-the-Road Supplemental agreement is supplemental to and becomes a part of the Master Freight agreement, herein referred to as the "Master Agreement" for the period commencing April 1, 2008, 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.

When a non-laid off road driver is held in readiness by the Company for one complete health and welfare week and performs no work, contributions shall be made for that week provided the road driver does not refuse or miss a work call.

## **Section 8.**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **Section 9.**

A proposal to switch employees from coverage by one health and welfare fund to another must be by mutual agreement of the Employer and Union representatives on the Virginia Supplemental Negotiating Committee. In the event of a deadlock by the Virginia Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

# **ARTICLE 47. PENSION FUNDS**

## **Section 1. Local 822 only -**

(a) 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 sixty (60)



days or more. For the increase in the contribution rate due August 3, 2008 and each August 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.

(b) Effective April 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area 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 have been on the regular payroll sixty (60) days or more.

(c) Effective August 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) per day or tour of duty either worked or compensated, to a maximum of two hundred eighty dollars (\$280.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(d) Effective March 30, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

(e) Effective August 3, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

(f) This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement within the aforesaid jurisdiction.

(g) By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

(h) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

(i) If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

(j) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence,

(k) At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered; but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

(l) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agree-

ment. This decision is consistent with the understanding and intention of the parties to this Agreement.

(m) Action on delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

## **Section 2. -**

Locals 22, 29, 171, 592 (and 822 where applicable)

Effective April 1, 2008, all Employers having employees domiciled in the jurisdiction of Local Unions 22, 29, 171, 592, (and 822 where applicable) shall contribute to the Teamsters Joint Council 83 Pension Fund, the sum of Two Hundred Sixty-five Dollars and Sixty Cents (\$265.60) per week for each regular employee covered by this Agreement.

## **Section 3. -**

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2009, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Funds and multiple Health and Welfare Funds, first allocate that por-

tion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

#### **Section 4.**

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered; but if the Region Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

#### **Section 5.**

By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

#### **Section 6.**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

#### **Section 7.**

Contributions to the Pension Fund must be made for each week on each regular and laid-off employee who works at least one(1) day in



that week under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement; and although, contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

## **Section 8.**

Effective April 1, 2008, the Employer shall contribute for each casual employee who works, the maximum amount of Eight Dollars (\$8.00) per day to the applicable Pension Fund. This payment shall not be required if pension contributions established by this Supplemental Agreement have been paid on their behalf.

## **Section 9.**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

# **ARTICLE 48. SICK LEAVE**

All employees shall have five (5) days sick leave per year.

Sick leave not used by March 31 of 2008 will be paid on March 31, 2008 at the hourly rate then in existence. To convert the accrual and cash out dates for sick leave from April 1 to January 1 would become effective January 1, 2009. As an example employees would

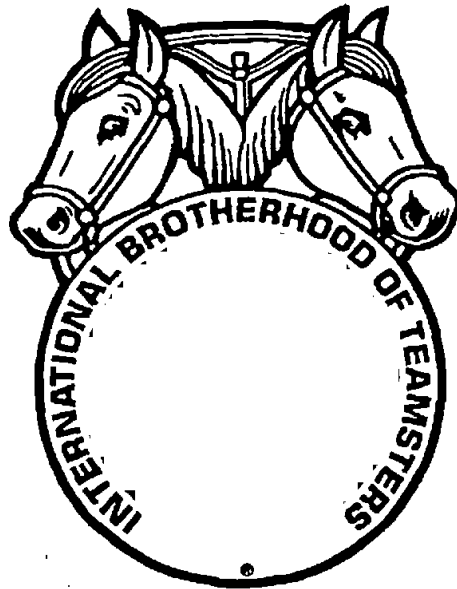
Kansas City Janitor Service Contract  
for the period of  
June 1, 2008 through May 31, 2013

Between

Roadway Express, Inc.

And

Local Union No. 41  
International Brotherhood of Teamsters



**RECEIVED**

DEC 0-5 2008

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT entered into by and between ROADWAY EXPRESS INC. - CUSTODIAN, hereinafter referred to as the "Company" and Local Union No. 41 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

WHEREAS, the Company and the employees of the janitor department covered by this Agreement, through their respective representative except office help, salesman and night watchmen have negotiated with desire to stabilize employment and eliminate friction; therefore, it is the desire of the Company and all the said employees to incorporate the matters agreed upon and form a contract: therefore, and to this end, the parties hereto agree as follows:

### ARTICLE 1 - RECOGNITION & CHECK OFF

#### Section 1 - Union Membership

The Company agrees to bargain with the Union as the sole collective bargaining agent for all its employees affected by this Agreement. The Company will negotiate at all times necessary in the manner provided herein with the chosen accredited representatives of the Union for the purpose of settling disputes which may arise as to wages, hours, working conditions, discriminations, or other grievances which may exist or arise in the future.

#### Section 2

The following two (2) paragraphs shall only apply to those establishments located in the State of Missouri:

- (a) Union Shop — Upon compliance with the requirements of Section 8 (a)(3)(i) of the Labor Management Relations Act, as amended, or upon a change in the law eliminating such requirements, membership in the Union shall be a condition of employment for all employees on or immediately after the thirty-first (31st) calendar day following the beginning of such employment or the effective date of this provision, whichever is the later.

For purposes of this Agreement is required only to the extent that employees must pay either the union's initiation fees and periodic dues or service fees which in the case of a regular service fee payer shall be equal to the union's initiation fees and periodic dues and in the case of an objecting service payer shall be the proportion of the initiation fees and dues corresponding to the portion of the union\* s total expenditures that support representational activities.

- (b) Upon receipt of proper written authorization from the employee, the Company will deduct from the pay of each employee covered by this agreement all

### Section 3 - General

Jury duty pay does not apply to jury duty served when an employee is on sick leave, funeral leave, worker's compensation, leave of absence, or personal time off.

Employees shall inform the Company upon receipt of jury duty notice. Failure to notify the Company will result in the disqualification of jury duty pay. When notified, the employee and the Company shall, by mutual agreement, reschedule any vacation or holiday which may occur during the period of jury service.

An employee on lay-off status will not receive jury duty pay unless the requirement to report for jury duty prevents the employee from working for the Company on that day.

### ARTICLE 10 - MAINTENANCE OF STANDARDS

Except for express changes made in this Agreement, the Company agrees that all general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

### ARTICLE 11 - MODIFIED WORK PROGRAM

By reference herein Article 14, Section 2 (Modified Work) of the National Master Freight Agreement shall apply to this Agreement.

### ARTICLE 12 - HEALTH AND WELFARE FUND

The provisions of the Health and Welfare Benefits of the National Master Freight Agreement and Central Region Local Cartage Supplemental Agreement, (April 1, 2008 through March 31, 2013), shall apply; with subsequent increases each year.

### ARTICLE 13 - PENSIONS

The provisions of the National Master Freight Agreement and Central Region Local Cartage Supplemental Agreement, (April 1, 2008 through March 31, 2013) in regards to Pension Benefits shall apply; with subsequent increases each year

### ARTICLE 14 - HAZARDOUS MATERIALS

By reference herein the Hazardous Material Employee Protection Training Program language in the National Master Freight Agreement shall apply to this Agreement.

MOU  
December 29, 2008

ROADWAY EXPRESS JANITORIAL & GENERAL MAINTENANCE

April 1, 2008 through March 31, 2013

WAGE RATES

JANITORS

APRIL 1, 2008	APRIL 1, 2009	APRIL 1, 2010	APRIL 1, 2011	APRIL 1, 2012
\$18.50	\$18.90	\$19.35	\$19.75	\$20.20

Health, Welfare and Pension same as National Master Freight Agreement and Articles 54 and 55 of the Central States Local Cartage Agreement.

TERMINAL MAINTENANCE CUSTODIANS

APRIL 1, 2008	APRIL 1, 2009	APRIL 1, 2010	APRIL 1, 2011	APRIL 1, 2012
\$22.35	\$22.75	\$23.20	\$23.60	\$24.05

New hires to be paid at the CDL new hire qualified rates, per Article 36 of the NMFA.

Health, Welfare and Pension same as National Master Freight Agreement and Articles 54 and 55 of the Central States Local Cartage Agreement.

Any other changes to the National Master Freight Agreement shall apply to this Agreement with the exception of Utility Employees and four hour casuals.

All terms of the 2003 through 2008 contract and any MOU's shall apply unless noted above.

For the Company

[Redacted Signature]

By

[Redacted Signature]

Title

10-30-08

Date

For the Union

[Redacted Signature]

By

[Redacted Signature]

Title

10-30-08 NR

Date

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JUL 27 2009

CONTRACT  
DEPARTMENT

## AGREEMENT

### Roadway Janitorial and General Maintenance April 1, 2003 through March 31, 2008

This Agreement entered into by and between Local 245 and Roadway Express, Inc. is limited to the Springfield, Missouri facility of Roadway Express, Inc. located at 5575 State Highway OO Strafford, Missouri, 65757, hereinafter referred to as the "Company", and Local Union No. 245 of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

#### ARTICLE I: PURPOSE OF THE AGREEMENT AND RECOGNITION

Section 1. The Company agrees to bargain with the Union as the sole collective bargaining agent for all its employees affected by this Agreement. The Company will negotiate at all times necessary in the manner provided herein with the chosen representatives of the Union for the purpose of settling any disputes which may arise as to wages, hours, working conditions, discriminations, or other grievances which may exist or arise in the future, and there shall be no discrimination against any employee because of race, creed, age, sex, national origin or religion.

Section 2. The Company and the Union were certified by National Labor Relations Board, Case No. 17-RC-8922 to cover all janitorial and general maintenance employees employed by Roadway Express, Inc. at its facilities at 5575 State Highway OO, Strafford, Missouri, 65757, but EXCLUDING mechanics, truck maintenance employees, over-the-road drivers, dock employees, office clerical employees, and all other employees, supervisors, and guards as defined in the Act.

Section 3. *The language and N.M.F.A. will apply to any provision not specifically covered in this agreement.*

#### ARTICLE II: REPRESENTATION

Section 1. The employees, in their places of employment, will elect stewards to meet with their employer, or accredited Company representatives, to settle minor matters in their places of employment. Job stewards and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by official action of the IBT and Local 245. In cases where the steward and the Company cannot settle any grievances or complaints, the steward shall have the right to call in representatives of the Union, who shall try to settle the grievance.

Section 2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Union's party to this Agreement, and including primary picket lines at the Employer's places of business.

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DEPARTMENT



Section 4. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Company's business and up to fifteen percent (15%) per week.

- (a.) Employees with two (2) weeks or more of vacation who wish to split their vacation one week at a time can do so one time. After each employee has made their first selection, the second selection on a split vacation to be made in the same order.
- (b.) Employees shall have preference for vacation period based on the length of service he has accumulated working for the Company.
- (c.) *Two weeks of vacation may be taken one (1) day at a time.*
- (d.) Employees shall have the option of taking the fourth, fifth *and sixth week* of vacation, and if such time is not taken, they shall be paid for such unused time.

Section 5. Employees, upon the giving of a reasonable notice of not less than three (3) weeks to his Employer, shall be given his vacation pay before starting on his earned vacation.

#### ARTICLE VIII: SICK LEAVE

Effective March 3, 1989, regular employees shall be granted five (5) days sick leave in each contract anniversary year. Sick leave not used by March 3rd of each year will be paid at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours straight time pay or ten (10) hours for employees on four/ten schedules at the applicable hourly rate up to a maximum of forty (40) hours straight time pay. Sick leave will be paid to eligible employees on the first working day of absence.

#### ARTICLE IX: COST-OF-LIVING

All employees subject to the Agreement shall be covered by the provisions of a cost-of-living percentage as set forth in the Master Freight Agreement.

#### ARTICLE X: HEALTH AND WELFARE

All provisions applications and contributions to the central States Southeast and Southwest Areas Health and Welfare Fund in accordance with the 2003-2008 National Master Freight Agreement and Article 54 of the Central States Supplemental Agreement will be hereby incorporated by reference.

#### ARTICLE XI: PENSIONS

All provisions applications and contributions to the Central States Southeast and Southwest Areas Health and Welfare Fund in accordance with the 2003-2008 National Master Freight Agreement and Article 55 of the Central States Supplemental Agreement will be hereby incorporated by reference.

**OFFICE AND CLERICAL EMPLOYEES AGREEMENT**  
**BETWEEN**  
**ROADWAY EXPRESS, INC.**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 364**



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MAY 22 2008

CONTRACT  
DEPARTMENT

For the period covering 04-01-2008 through 03-31-2013

**ROADWAY EXPRESS, INC.  
OFFICE AND CLERICAL EMPLOYEES AGREEMENT  
04-01-2008 through 03-31-2013**

THIS AGREEMENT, severally made and entered into by and between the Roadway Express, Inc., hereinafter referred to as the "Company", and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, located at South Bend, Indiana, hereinafter referred to as the "Union", who do hereby agree as follows:

WHEREAS, both parties are desirous of promoting and improving peaceful industrial and economic relations, to facilitate peaceful adjustment of all grievances which may arise between the Employer and his employees, to negotiate wage scales, hours of work and related working conditions, and to prevent cessation of work and employment:

**ARTICLE 1  
RECOGNITION, UNION SECURITY AND CHECK-OFF**

**Section 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of its office and clerical employees, excluding the following classifications:

Confidential employees and other salaried supervisory, administrative and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract. It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees, and shall not depend upon mere title.

**Section 2.** The Employer agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units unless otherwise stipulated under this Agreement.

**Section 3.** The Employer agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

The Employer will notify the new employee at the time of hire of his/her obligation to the Union on completion of his/her probationary period. The Employer further agrees to notify the Union the name, address, date of hire, and the social security number of the new employee upon completion of his/her probationary period.

**Section 4.** The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision of this Agreement to the contrary.

**ARTICLE 20**  
**EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 21**  
**HEALTH AND WELFARE**

By reference herein, the provisions of Article 54 of the Central Region Local Cartage Supplemental Agreement shall apply.

**ARTICLE 22**  
**PENSION**

By reference herein, the provisions of Article 55 of the Central Region Local Cartage Supplemental Agreement shall apply.

**ARTICLE 23**  
**COMPENSATION CLAIMS**

By reference herein, the provisions of Article 14 of the National Master Freight Agreement shall apply.

**ARTICLE 24**  
**ALCOHOL AND DRUG USE**

All provisions and interpretations of the National Master Freight Agreement, Article 35, Sections 3 and 4, will apply.

**ARTICLE 25**  
**TENURE OF AGREEMENT**

This Agreement shall be in full force and effect from April 1, 2008, to and including March 31, 2013, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to March 31, 2013, or March 31 of any subsequent contract year.

# **GARAGE EMPLOYEES AGREEMENT**

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC  
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100**

**an affiliate of the  
International Brotherhood of Teamsters**

and

**ROADWAY EXPRESS, INC.**

**04/01/08 – 03/31/13**

**RECEIVED**

**MAY 13 2008**

**CONTRACT  
DEPARTMENT**

Roadway Express, Inc.  
10074 Princeton-Glendale  
Cincinnati, OH 45246-1288

04/01/08 – 03/31/13

## **GARAGE AGREEMENT**

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, or its successors, hereinafter called the Union, and **ROADWAY EXPRESS, INC.**, or its successors, located in Cincinnati, Ohio, hereinafter called the Company, and for the purpose of establishing rates of pay and working conditions to be observed between the parties hereto.

### **ARTICLE 1. RECOGNITION.**

Whereas, Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter called the Union, and **ROADWAY EXPRESS, INC.**, hereinafter called the Company, have determined that the Union has been selected as the collective bargaining agent by a majority of the Company's Cincinnati, Ohio, garage facility employees, and;

Whereas, the Company agrees to recognize the Union as the sole and exclusive bargaining representative of such garage facility employees in the following classifications: mechanics, trailer mechanics, apprentice mechanics, inbound-outbound inspectors, tiremen, tiremen helpers, washer-porters, and partsmen;

It is agreed and understood that the foregoing represents the extent of the scope of recognition and this Agreement is intended to cover only those employees working within the classifications outlined above. It is the intention of the parties that inclusion within the bargaining unit shall be determined by the duties normally and regularly performed by employees in such classifications and shall not depend upon a mere title.

### **ARTICLE 2. TOOLS.**

Any tool furnished by the Company to the employee(s) shall be returned to the Company or the employee(s) shall be held responsible and liable, but not unless supervisor or partsman is on duty to accept responsibility of tool return.

All mechanics shall receive a tool allowance if he works seventy percent (70%) of the available hours in the contract year. The amount of this allowance shall be as follows:

Effective 04/01/08 – \$300.00

Effective 04/01/09 – \$300.00

Effective 04/01/10 – \$300.00

Effective 04/01/11 – \$325.00

Effective 04/01/12 – \$325.00



weeks/days where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks/days into some other health and welfare fund.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

If any employee on the seniority list is worked a day in any work week, either as a replacement or supplemental employee, the Employer shall pay the weekly or daily contribution rate, whichever is applicable, for that work week. In addition, any active employee on the seniority list and available for work, the Employer shall pay the weekly or daily contribution rate, whichever is applicable, for that work week.

Contributions shall be made for any regular employee on layoff who is worked one (1) day or more in any week for any reason.

The Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of eighteen (18) months.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

## ARTICLE 12. PENSIONS.

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

Effective 04/01/08 - \$51.60 per day per employee (Same daily rate as required by the Fund to maintain Class 18 benefits)

Effective 08/01/08, 08/01/09, 08/01/10, 08/01/11 and 08/01/12, the daily rate will be increased based on the Central States Funds allocation of the HWP hourly contribution in Article 11.

By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators,

lessors and employees of fleet owners, who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks (five days per week). If an employee is injured on the job, the Employer shall continue to pay the required maximum weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Contributions to the pension fund must be made for each week and/or day on each regular employee, even though such employees may work only part time under the provisions of this Agreement, including weeks/days where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks/days into some other pension fund. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any work week, either as a replacement or supplemental employee, the Employer shall pay the weekly or daily contribution rate, whichever is applicable, for that work week. In addition, any active employee on the seniority list and available for work, the Employer shall pay the weekly or daily contribution rate, whichever is applicable, for that work week.

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum required under the terms of the National Master Freight Agreement and Central Region Over-the-Road and Local Cartage Supplement for each tour of duty worked by each casual and/or probationary employee, until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual. Any violation of this provision shall be subject to the grievance procedure.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

### **ARTICLE 13. HEALTH AND WELFARE OR PENSION DELINQUENCY.**

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to the health and welfare or pension fund or funds, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Union has given seventy-two (72) hours' notice, excluding Saturdays, Sundays, and holidays, to the Employer of such delinquency in health and welfare or pension payments, the employees or their representatives shall have the right to take such

action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

#### **ARTICLE 14. UNIFORMS / EXAMINATIONS.**

The Company agrees to furnish one clean uniform per working day and maintain them free of charge to the employees. Employees shall be responsible and accountable for such uniforms furnished (5 per week). Employee may choose coveralls or uniforms or a combination of both.

It is mutually understood that, under normal circumstances, the Company will furnish equipment for their employees to take any Commercial Driver's License (CDL) test required by law.

#### **ARTICLE 15. TOOL INSURANCE.**

The Company shall furnish and pay the full cost of fire insurance and insurance covering theft of tools under lock of all employees covered by this Agreement.

Each employee shall furnish to the Company an itemized list of his tools. The valuation thereof shall be mutually agreed upon between the Company and the Union. Any employee who fails to furnish such list shall not be covered by this clause, nor shall such coverage become effective until said list is furnished by the employee and the valuation of the tools listed therein be established as herein provided.

#### **ARTICLE 16. REDUCTION OF PAY.**

No employee receiving more than the scale of wages provided for herein shall suffer a reduction in pay during the life of this Agreement, nor shall any deductions of any sort whatsoever be made from the wages of an employee without the consent of the employee, except as provided by law. When an employee is indebted to his Company, the Company shall have the right to reimburse itself for such indebtedness out of any monies due and payable to the employee.

#### **ARTICLE 17. CHANGE OF DUTIES.**

No employee covered by this Agreement shall receive less than the wage rate provided herein for his classification regardless of the type of work which he is actually required to perform. Nothing herein shall prevent the Company from assigning an employee to other duties should he not have sufficient work at his regular job to keep him busy; further, any employee changed into a higher bracket shall receive the higher rate of pay for the entire day.

When an employee in one classification is required to perform duties of another classification, the Company will use employees by seniority, junior employees to be used first, unless a senior employee desires to volunteer himself for that job prior to a junior employee being assigned to the work.

The Company will incorporate change of duties in the six (6) month bid.

# **CINCINNATI OFFICE AGREEMENT**

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC  
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100**

**an affiliate of the  
International Brotherhood of Teamsters**

and

**YELLOW TRANSPORTATION SYSTEM, INC.**

**04/01/08 – 03/31/13**

**RECEIVED**

**SEP 17 2008**

**CONTRACT  
DEPARTMENT**

Yellow Transportation System, Inc.  
9991 Commerce Park Drive  
Cincinnati, OH 45246

04/01/08 - 03/31/13

## CINCINNATI OFFICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines - Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the Union, and YELLOW TRANSPORTATION SYSTEM, INC., hereinafter known as the Company.

WITNESSETH: That, therefore, the Company and the Union, acting by their duly authorized agents, agree as follows:

### ARTICLE 1. SCOPE OF AGREEMENT.

This Agreement shall apply to all clerical employees located at the Cincinnati terminal of the Company, but excluding confidential employees, terminal dispatcher and foremen, branch manager, office manager, sales representatives, janitors, watchmen, guards, professional and managerial employees, and any other supervisors as defined by the National Labor Relations Act, as amended, and employees covered by existing labor agreements.

### ARTICLE 2. UNION SECURITY.

Section 1. Union Shop. All employees covered by this Agreement who are presently employed by the Company shall, thirty-one (31) days after the effective date of this Agreement, be required to tender or pay uniform initiation fees and periodic dues to the Union as a condition of continued employment. All new employees covered by this Agreement shall, as a condition of continued employment, be required to tender or pay uniform initiation fees and periodic dues to the Union thirty-one (31) days after the date of employment in the office.

Section 2. Check-Off. The Company agrees to deduct from the pay of the employees covered by this Agreement, dues and initiation fees of the Union when such deduction is authorized by the employee in writing to the Company. The Union shall furnish the Company a check-off statement showing the amount due from each employee, in the number of copies requested by the Company. The Company shall return a copy of the statement together with the monies deducted to the Union, after having noted the employees who have been added and/or terminated. The Company shall notify the Union of each new employee hired.

Section 3. Equal Opportunity. When the Company needs additional employees, the Company shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required weekly contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the health and welfare fund during the period of absence.

Contributions to the health and welfare fund must be made for each week/day on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, and although contributions may be made for those weeks/days into some other health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Contributions to the health and welfare fund shall be made not later than the tenth (10<sup>th</sup>) day following the ending of each month for all payroll weeks ending during the previous month.

## **ARTICLE 16. PENSIONS.**

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 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.

Employer Contributions to Teamster Health and Welfare & Pension Plans: The Employer shall increase its contribution to all Teamster Plans, as follows:

<u>Effective Dates</u>	<u>Increases in Employer Contributions</u>
August 1, 2008	\$1.00 per hour
August 1, 2009	additional \$1.00 per hour
August 1, 2010	additional \$1.00 per hour
August 1, 2011	additional \$1.00 per hour
August 1, 2012	additional \$1.00 per hour
TOTAL:	\$5.00 per hour

By the execution of this Agreement, the Company authorizes the employer's associations who are parties to the contract establishing such fund to enter into appropriate trust agreements and amendments thereto for the purpose of administering such fund, and to designate the employer trustees under such agreement, hereby



waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners, who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks (five days per week). If an employee is injured on the job, the Employer shall continue to make the required maximum weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Contributions to the pension fund shall be made not later than the tenth (10<sup>th</sup>) day following the ending of each month for all payroll weeks ending during the previous month.

Contributions to the pension fund must be made for each week/day on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks/days where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks/days into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

## **ARTICLE 17. DELINQUENCY.**

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of contributions to the health and welfare and/or pension funds, in accordance with the rules and regulations of the trustees of either fund, the employees or their representatives (after the proper official of the Union shall have given seventy-two (72) hours' notice to the Company of such delinquency) shall have the right to take such action as they deem necessary, including strike action, until such delinquent contributions are made. It is further agreed that in the event such action is taken, it shall not constitute a violation of this Agreement. The Employer shall be responsible to the employees for losses resulting therefrom.

It is understood and agreed that the Union shall have no right to take any action whatsoever against the Employer for any claimed delinquency where the Company is able to furnish to the Union evidence of timely mailing of the contributions herein above provided for or where the delinquency can be shown not to have been the result of the Employer's negligence or other inaction.

## **ARTICLE 18. WAGES.**

YRC, INC.  
(Formerly ROADWAY EXPRESS, INC.)  
ACCOUNT NO.: 6792300-0906-00200-B

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective April 1, 2008, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, casual, or seasonal employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, casual, or seasonal employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by Article 55 of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement for regular employees.

YRC, INC.

LOCAL UNION NO. 200

By: Redacted by U.S. Treasury Department

By: Redacted by U.S. Treasury Department

Title: Redacted by U.S. Treasury Department

Title: Redacted by U.S. Treasury Department

Date: 2-22-12

Date: 06-28-12

**MILWAUKEE AREA OFFICE AND CLERICAL EMPLOYEES  
SUPPLEMENT TO THE CENTRAL REGION  
LOCAL CARTAGE SUPPLEMENTAL AGREEMENT  
TO THE NATIONAL MASTER FREIGHT AGREEMENT  
FOR THE PERIOD  
APRIL 1, 2008 THROUGH MARCH 31, 2013**

This Supplement shall be attached to and become a part of the Central Region Local Cartage Supplemental Agreement to the National Master Freight Agreement covering the period of April 1, 2008 through March 31, 2013.

The terms and conditions set forth herein shall supersede any terms and conditions of said Central Region Local Cartage Supplemental Agreement to the National Master Freight Agreement where such are in conflict with this Supplement.

**1. ARTICLE 40. SCOPE OF AGREEMENT - OPERATIONS COVERED**

Delete Article 40 of the Central Region Local Cartage Supplement in its entirety and insert in lieu thereof the following:

This Supplement shall cover all office and clerical employees employed at the Employer's Milwaukee office and terminal, excluding supervisory employees with authority to hire, discipline or discharge as defined by the National Labor Relations Act.

**2. ARTICLE 41. PROBATIONARY EMPLOYEES**

**Section 1.** Amend the first paragraph of Section 1 by deleting "thirty (30)" wherever it appears and insert "ninety (90)" in lieu thereof.

**3. ARTICLE 42. ABSENCE**

**Section 2. Leave of Absence.**

Amend Section 2 by striking "90" and inserting "30" in lieu thereof and by adding the following:

In the event of a leave of absence the employee returning from such leave of absence shall return to the same job held prior to the leave provided, however, that this job is available in line with seniority. Replacement of persons going on leave of absence shall be accomplished by bidding the job for the period of the leave only, and after completion of the leave, all employees revert back to their previous jobs as if no leave had occurred.

**RECEIVED**

JAN 21 2009

**CONTRACT  
DEPARTMENT**

**ROADWAY, INC  
OFFICE AND CLERICAL TRUCK TERMINAL  
EMPLOYEE'S AGREEMENT  
ROCKFORD, ILLINOIS  
EFFECTIVE 4-1-08**

- I. Terms and conditions not provided for in this Office and Clerical Supplemental agreement shall be covered by the National Master Freight Agreement and Central States Area Local Cartage Supplemental Agreement.
- II. Seniority for those employees working under this Office Clerical Agreement shall be separate and distinct from any other group working with the Company. Starting time will be bid according to seniority.
- III. Classification of Work  
All clerks working under this agreement shall be classified as general office clerks and will bid semi-annually by seniority. Bidding shall be for start times only and will include all duties as may be assigned.

IV. Wages

General Office Clerk:

4-1-08	4-1-09	4-1-10	4-1-11	4-1-12
\$22.12	\$22.52	\$22.97	\$23.37	\$23.82

Casual rate of pay shall be \$14.00 for the life of this agreement.

Effective 4-1-2008 employees hired will be subject to the following new hire progression:

- a. Effective first (1<sup>st</sup>) day of employment – seventy percent (70%) of the current rate.
- b. Effective first (1<sup>st</sup>) day of employment plus one year – seventy five percent (75%) of the current rate.
- c. Effective first (1<sup>st</sup>) day of employment plus two years – eighty percent (80%) of the current rate.
- d. Effective first (1<sup>st</sup>) day of employment plus three years – one hundred percent (100%) of the current rate.

V. Casual employees

- a. Casual employees shall be guaranteed four (4) hours when put to work.
- b. The Employer will contribute to the pension fund in accordance with the contract on casual employees once they have worked one thousand (1000) hours or more in any twelve (12) month period.

## VI. Part time Employees

- a. The Employer shall be permitted to use part time help up to twenty percent (20%) of the total amount of office employees on the payroll. In any case, the Employer is allowed a minimum of two (2) part time employees.
- b. No Part time employee may be used when regular employees are laid off.
- c. Part time help will be guaranteed a minimum of four (4) hours pay when put to work.
- d. Part time employees will be listed by hire date on the part time employee list only. Part time work will be offered in order of hire date.
- e. In the event of an opening for a regular full time position, the employer will offer the work opportunity to a part time employee in order of hire date subject to their qualifications to perform the work required.
- f. The employer will pay to the Central States Southeast and Southwest Area Pension fund on a daily basis for days worked by a part time employee.

## VII. Duration

This Agreement shall be in full force and effect from the signing of this Agreement and shall continue from year to year, from April 1<sup>st</sup> to March 31<sup>st</sup>, unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to March 31, 2013.

For the Employer

Redacted by U.S. Treasury Department

Date:

6.9.08

For the Union

Redacted by U.S. Treasury Department

Date:

6-9-08

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DEPARTMENT

**ADDENDUM TO THE TERMINAL  
MAINTENANCE WHICH IS AN ADDENDUM  
TO THE NMFA AND THE CAROLINA  
AUTOMOTIVE MAINTENANCE  
AGREEMENT EFFECTIVE  
APRIL 1, 2008 – March 31, 2013  
JANITORIAL EMPLOYEES**

**RECEIVED**

**JUN 23 2010**

**CONTRACT  
DEPARTMENT**



**ADDENDUM TO THE TERMINAL MAINTENANCE AGREEMENT AT THE  
KERNERSVILLE, N.C. TERMINAL WHICH IS AN ADDENDUM TO THE  
NATIONAL MASTER FREIGHT AGREEMENT  
AND  
THE CAROLINA AUTOMOTIVE MAINTENANCE AGREEMENT  
DATED APRIL 1, 2008 – MARCH 31, 2013**

This Addendum covers the **JANITORIAL EMPLOYEES** of Roadway Express, Inc., at the Winston-Salem, N.C. terminal facility (which is currently located at Kernersville, N.C.) and specifically excludes Janitorial employees/duties of the Winston-Salem, N.C. garage facility. The following stipulations shall apply:

**Item I – Job Classification and Rates of Pay**

**Section 1 – Classification:**

All employees working under this Agreement shall be classified as: JANITOR

**Section 2 – Rate of Pay**

<b>Effective 04-01- 08</b>	<b>Effective 04-01- 09</b>	<b>Effective 04-01- 10</b>	<b>Effective 04-01- 11</b>	<b>Effective 04-01- 12</b>
<b>.50 ¢</b>	<b>.40 ¢</b>	<b>.45 ¢</b>	<b>.40 ¢</b>	<b>.45¢</b>
<b>\$20.15</b>	<b>\$20.55</b>	<b>\$21.00</b>	<b>\$21.40</b>	<b>\$21.85</b>

The cost of living increases, if any, shall apply as outlined in Article 33 of the NMFA.

New hire rates shall apply as outlined in Article 36 of the NMFA.

**Section 3 – Rates of Pay for Casual or Part-time Employees**

No casual or temporary service will be used while janitors are laid-off unless the laid-off janitors decline the extra straight time work.

Casual or part-time employees working in the Janitor Classification shall receive the same rate as the Carolina City Cartage Dock Agreement.

**YELLOW TRANSPORTATION INC.**

**CLEVELAND OFFICE EMPLOYEES RIDER**

**TO THE**

**CENTRAL STATES AREA LOCAL CARTAGE  
SUPPLEMENTAL AGREEMENT**

**&**

**TEAMSTERS TRUCK DRIVERS UNION,  
LOCAL NO. 407**

**FOR THE PERIOD FROM:**

**APRIL 1, 2008 THROUGH MARCH 31, 2013**

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DEPARTMENT**

## ARTICLE I

### SCOPE OF AGREEMENT

Operations covered under Article 40, Scope of Agreement, are hereby deleted and replaced with the following: "The execution of this Agreement on the part of Yellow Transportation Inc. shall cover all office and clerical employees at their place of business in Teamsters Local 407 or in affiliation with the I.B.T., this to include GENERAL CLERKS, excluding the following classification: Confidential Employees, Supervisory and Professional Employees within the meaning of the Labor Management Relations Act of 1947, as amended and employees already covered by an existing Union contract. Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing. It is the intention of the parties hereto that the aforesaid exclusions shall be covered by the duties commonly and regularly performed by employees and shall not depend upon mere title.

## ARTICLE 11

### RECOGNITION

Amend Article 3, Section 1 (a) of the National Master Freight Agreement by adding: The Employer recognizes and acknowledges the Teamsters Local Union No. 407 affiliated with the International Brotherhood of Teamsters is the exclusive representative of all employees in the classification of work covered by this Cleveland Office Rider, for the purpose of collective bargaining as provided by the National Labor Relations Act.

## **ARTICLE IV**

### **WAGES**

April 1, 2008	$\$21.75 + .50 = \$22.25$
April 1, 2009	$\$22.25 + .40 = \$22.65$
April 1, 2010	$\$22.65 + .45 = \$23.10$
April 1, 2011	$\$23.10 + .40 = \$23.50$
April 1, 2012	$\$23.50 + .45 = \$23.95$

### **HEALTH & WELFARE**

Employer contributions to Teamster Health and Welfare & Pension Plans:  
The Employer shall increase its contributions to all Teamster Plans as follows:

August 1, 2008		\$1.00 per hour
August 1, 2009	additional	\$1.00 per hour
August 1, 2010	additional	\$1.00 per hour
August 1, 2011	additional	\$1.00 per hour
August 1, 2012	additional	\$1.00 per hour
TOTAL =		\$5.00 per hour

\*Allocation of increases between Health, Welfare and Pension to be made by supplemental negotiating committees based on recommendations from the Funds.

CLEVELAND, OH  
SHOP AGREEMENT

BY AND BETWEEN

YELLOW TRANSPORTATION

AND

TEAMSTERS LOCAL UNION NO. 964

FOR THE PERIOD

JUNE 1, 2008 THROUGH MAY 31, 2013

**RECEIVED**

FEB 02 2009

CONTRACT  
DEPARTMENT

**FREIGHT MECHANICS AGREEMENT  
CLEVELAND, OHIO**

THIS AGREEMENT, made and entered into at Cleveland, Ohio, by and between Yellow Transportation System, Inc., the Employer, hereinafter called the "Employer" and Automobile Transporters, New Trailer and Armored Car Drivers, Airline, Mechanics and Garagemen Union Local No. 964, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union", its purpose being to promote and maintain harmony between the Employer and its employees employed under this Agreement.

WITNESSETH THAT, the Union and the Employer agree to be bound by the following terms and provisions covering wages and working conditions of the employees of the Employer, members of the Union.

**ARTICLE I  
RECOGNITION**

**Section 1. Union Security**

- (a) The Employer recognizes and acknowledges that the Local Union affiliated with the International Brotherhood of Teamsters is the exclusive representative of all employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining as provided by the National Labor Relations Act.
- (b) All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31<sup>st</sup> day following the effective date of subsection or the date of this Agreement, whichever is the later, no matter if casual, seasonal part-time or full-time. An employee who has failed to acquire or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

#### **ARTICLE XI** **PENSION FUND**

During the life of this agreement, the Company will pay any and all increases to the Pension Fund as directed by Central States in accordance with the N.M.F.A.

To apply all Supplements which require contributions to the Central States, Southeast and Southwest Areas Pension Fund:

- a) A daily contribution shall be remitted for each day a casual works up to a maximum of five (5) days per week.
- b) A daily contribution shall be remitted for each day a regular seniority employee works up to five (5) days in the workweek in accordance with the N.M.F.A.

Effective 8/1/08 the rate will be \$56.00 per day.

Effective 8/1/09 through July 31, 2013 will be determined by the Central States Pension Fund.



Consistent with past practice under the N.M.F.A., the Supplemental Negotiating Committee will determine the allocation of negotiated contribution amounts to the applicable pension funds.

NOTE: See Letter of Understanding

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

This Fund shall be the **CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Conference Area Agreements to which employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee

prior to the leave of absence being effective sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each day on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay the attorney's fees and costs of collection.

All contractual provisions contained in Supplemental Agreements relating to pensions shall operate as provided in such Agreement.

## **ARTICLE XII**

### **JURY DUTY**

Effective June 1, 1998, all regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of fifteen (15) days for such eligible employee, when such employees report for jury duty on a scheduled work day. Subject to the National Master Freight interpretations.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

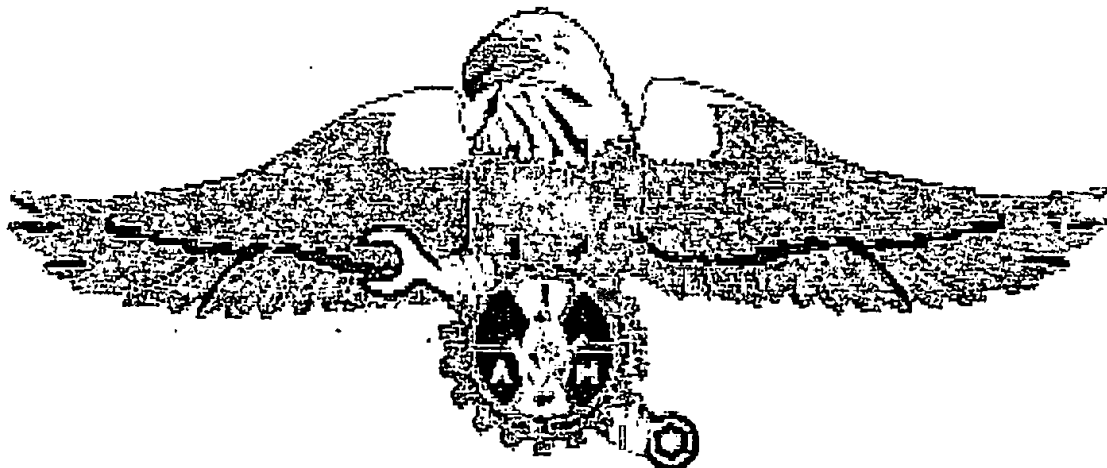
Time spent on jury service will be considered time worked for purposes of Employer contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a

YELLOW TRANSPORTATION, INC.

MULTI-STATES AREA AGREEMENT

with the

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO



APRIL 1, 2008 – MARCH 31, 2013

**RECEIVED**

JAN 28 2009

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This Agreement covers those Employers signatory hereto (hereinafter referred to as the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and those Local or District Lodges signatory hereto (hereinafter collectively referred to as the "Union").

### **ARTICLE 1**

#### **Recognition**

**Section 1. Preamble.** The Employer signatory hereto recognizes the Union as exclusive collective bargaining representative of those employees who are employed in those classifications covered by collective bargaining agreements between the signatory Employer and one or more of the signatory Lodges expiring March 31, 2013.

**Section 2. Single Bargaining Unit.** The Employer and Unions signatory hereto agree to create a single multi-employer, multi-union collective bargaining unit covering employees of those Employers signatory hereto and working at facilities covered by collective bargaining agreements described above.

**Section 3. Employers Covered.** The Employer consists of employers signatory hereto (namely Yellow Freight Transportation, Inc.) and those authorizing employer representatives to execute such Agreement on their behalf.

If, subsequent to the effective date of this Agreement, an Employer desires to become a party hereto, such Employer shall obtain the written approval of the duly designated representatives of the Union and Employer Negotiating Committees.

**Section 4. Unions Covered.** The Union consists of the International Association of Machinists and Aerospace Workers, AFL-CIO, and those affiliated Local and District Lodges who are a party to this Agreement as hereinafter set forth.

If, subsequent to the effective date of this Agreement, a Local or District Lodge of the Union desires to become a party hereto, it shall obtain the written approval of the duly designated representatives of the Union and Employer Negotiating Committee.

**Section 5. Shop Closing – Transfer of Work.** If the Employer closes a shop in whole or in part and transfers the work of those employees working at locations which had collective bargaining agreements with the Union which expired on March 31, 2013, to any Employer maintained shop facility within the territory of the states of Illinois (excluding the Chicago area), Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin so as to cause layoffs of such employees, such employees shall be offered work opportunity at such new location by seniority and

When such employees report for jury service on a scheduled work day, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of employee contributions to Health & Welfare and Pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Agreement to a maximum of fifteen (15) days for each contract year.

Employees who have been selected to serve on a jury, including those selected as an alternate jury member and who are scheduled to work shifts beginning after 4:00 p.m. will be given the option of working either the day their jury duty begins or the day following the day their jury duty begins and thereafter shall not be required to work on any day in which the jury is in session.

## **ARTICLE 23**

### **Holidays**

The following are to be designated as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and Employee's Birthday (local practice to be continued). The employee's anniversary date of employment is to be designated as a holiday. The eligibility requirements for holiday pay shall be set forth in the respective Addenda.

#### **Section A.**

(a) Regular employees are entitled to holiday pay if the holiday falls within the first (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury during period of permissible absence. This does not apply to employees taking leave of absence for full time employment with the Union.

## **ARTICLE 24**

### **Health & Welfare and Pension**

The provisions of the respective Health & Welfare and Pension plans shall be set forth in the local area Addenda.

Effective the date of ratification, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the national guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of eighteen (18)

months.

The Area Negotiating Committee shall have the authority to agree to allocate the following amounts to the Health & Welfare and/or Pension Funds on or after the dates set forth:

Same as National Master Freight Agreement

Effective Dates:	Increase in Employer Contributions
April 1, 2008	\$ 1.00 per hour
April 1, 2009	Additional \$1.00 per hour
April 1, 2010	Additional \$1.00 per hour
April 1, 2011	Additional \$1.00 per hour
April 1, 2012	Additional \$1.00 per hour
TOTAL	\$5.00 per hour

Monthly, daily, weekly and/or hourly contributions shall be converted from the hourly contributions in accordance with the past practice. Allocations of increases between Health, Welfare and Pension to be made within the Local supplemental negotiating committees (Kansas City, St. Louis and St. Paul).

Note: Central states only: Effective April 1, 2008 the weekly benefit payment trigger will be three (3) days worked per week. The "S" plan will be provided for those employees who work at least one day per week with an Employer contribution rate of \$34.00 per week.

## **ARTICLE 25**

### **Workers Compensation**

#### **Section 1. Compensation Claims.**

- (a) The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide worker's compensation protection for all employees even though not required by state law, or the equivalent thereof, if the injury arose out of or in the course of employment. No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The Employer or its designees shall not visit an injured worker at his/her home without his/her consent.
- (b) An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An

# **CINCINNATI GARAGE EMPLOYEES AGREEMENT**

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC  
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100**

**an affiliate of the  
International Brotherhood of Teamsters**

and

**USF HOLLAND, INC.**

**04/01/08 – 03/31/13**

**RECEIVED**

**JUN 11 2008**

**CONTRACT  
DEPARTMENT**



## **CINCINNATI GARAGE EMPLOYEES AGREEMENT**

**THIS AGREEMENT** is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division. Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, or its successors, hereinafter called the Union, and **USF HOLLAND, INC.**, or its successors, hereinafter called the Company, for the purpose of establishing rates of pay and working conditions to be observed between the parties hereto.

### **ARTICLE 1. RECOGNITION.**

Whereas, Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter called the Union, and **USF HOLLAND, INC.**, hereinafter called the Company, have determined that the Union has been selected as the collective bargaining agent by a majority of the Company's Cincinnati, Ohio, garage facility employees, and;

Whereas, the Company agrees to recognize the Union as the sole and exclusive bargaining representative of such garage facility employees in the following classifications: working foremen or leadmen, mechanics, trailer mechanics, apprentice mechanics, mechanics' helpers, painters, first class bodymen, garage servicemen, tiremen, tire recappers, tiremen helpers, greasers and outbound, washers, porters, tachograph repairmen, general maintenance men, parts chasers, parts department clerks and parts department assistants;

It is agreed and understood that the foregoing represents the extent of the scope of recognition and this Agreement is intended to cover only those employees working within the classifications outlined above. It is the intention of the parties that inclusion within the bargaining unit shall be determined by the duties normally and regularly performed by employees in such classifications and shall not depend upon a mere title.

The parties agree that a constructive bargaining relationship is essential to efficient operations and sound employee relations. The parties recognize that organizational campaigns occur in bargaining relationships and that both parties are free to accurately state their respective positions concerning the organization of certain groups of employees. However, the parties also recognize that campaigns must be waged on the facts only. Accordingly, the parties will not engage in any personal attacks against Union or Company representatives or attacks against the Union or Company as an institution during the course of any such campaign.

### **ARTICLE 2. SEPARABILITY AND SAVINGS.**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any riders

The Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of twelve (12) months.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the health and welfare fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contributions to the health and welfare fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

If any employee on the seniority list is worked a day in any work week, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week. In addition, any active employee on the seniority list and available for work, the Employer shall pay the full weekly contributions for that work week.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

#### **ARTICLE 34. PENSIONS.**

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 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.

Employer Contributions to Teamster Health and Welfare & Pension Plans: The Employer shall increase its contribution to all Teamster Plans, as follows:

<u>Effective Dates</u>	<u>Increases in Employer Contributions</u>
August 1, 2008	\$1.00 per hour
August 1, 2009	additional \$1.00 per hour
August 1, 2010	additional \$1.00 per hour
August 1, 2011	additional \$1.00 per hour
August 1, 2012	additional \$1.00 per hour
TOTAL:	\$5.00 per hour

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners, who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the pension fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contributions to the pension fund must be made for each week on each regular employee, even though such employees may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

If any employee on the seniority list is worked a day in any work week, either as a replacement or supplemental employee, the employer shall pay the full weekly contribution for that work week. In addition, any active employee on the seniority list and available for work, the Employer shall pay the full weekly contributions for that work week.

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum required by the Fund for each tour of duty worked by each casual and/or probationary employee, until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual. Any violation of this provision shall be subject to the grievance procedure.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

### **ARTICLE 35. HEALTH AND WELFARE AND PENSION DELINQUENCY.**

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to the health and welfare or pension fund or funds, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health and welfare or pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

The Employer must pay health and welfare and pension contributions for up to fourteen (14) days for training in military reserves or National Guard.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees, shall be submitted directly to the Conference Joint Area Committee (or in the instance of health and welfare, the Ohio Joint State Grievance Committee), by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee (Ohio Joint State Grievance Committee) by majority vote deems that contributions are required, the Employer shall pay to the Fund the amounts due, together with other charges uniformly applicable to past due contributions. The Conference Joint Area Committee (Ohio Joint State Grievance Committee) may also determine whether the Employer's claim is bona fide.

### **ARTICLE 36. COMPENSATION CLAIMS.**

Section 1. Compensation Claims. (a) The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide worker's compensation protection for all employees even though not required by state law, or the equivalent thereof, if the injury arose out of or in the course of employment. No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The Employer or its designee shall not visit an injured worker at his/her home, at a hospital or any location outside the employee's home terminal without his/her consent.

**USF HOLLAND, AKRON TERMINAL**

**AND**

**TEAMSTERS LOCAL NO. 24**

**OFFICE CLERICAL SUPPLEMENTAL/NMFA**  
**AGREEMENT**

**APRIL 1, 2008 THROUGH MARCH 31, 2013**

**USF HOLLAND, INC.**

**OFFICE CLERICAL SUPPLEMENTAL/NMFA AGREEMENT**

This Supplement shall be attached to and become a part of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement covering the period of April 1, 2008 through March 31, 2013.

The terms and conditions set forth herein shall supersede any terms and conditions of said Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement where such are in conflict with this Supplement.

**ARTICLE I**  
**SCOPE OF AGREEMENT**

This Agreement shall apply to both regular and casual clerical employees, located at the Akron terminal in Akron, Ohio but excluding confidential employees, dispatchers, foremen, office manager, salesmen, watchmen, janitors, guards and/or any other supervisors, as defined by the National Labor Relations Act as amended, and employees covered by existing labor agreement(s).

**ARTICLE II**  
**UNION SHOP**

**SECTION 1:** All employees covered by this Agreement who are presently employed by the Company shall, thirty (30) days after the effective date of this Agreement, be required to tender or pay uniform initiation fees, and periodic dues to the Union as a condition of continued employment. All new employees covered by this Agreement shall as a condition of continued employment, be required to tender or pay uniform initiation fees and periodic dues to the Union thirty (30) days after the date of employment in the office.

**SECTION 2:** The Company agrees to deduct from the pay of the employees covered by this Agreement, dues and initiation fees of the Union when such deduction is authorized by the employee in writing to the Company. The Union shall furnish the Company a check-off statement showing the amount due from each employee in the number of copies requested by the Company. The Company shall return a copy of the statement, together with the monies deducted, to the Union, after having noted the employees that have been added and/or terminated.

Check-off shall be on a monthly or quarterly basis at the option of the Union.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from an appropriate Local Union he shall remit same no later than thirty (30) days from the date such deduction was made.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretations concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contributions obligation.

**NOTE:** On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties of this Agreement.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payment to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and cost of collection.

## **ARTICLE XXV**

### **PENSION**



The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Funds for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more as per language in the National Master Freight Agreement to maintain the pension class for the life of that 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 (\$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"

The Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under this provision of this contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violations of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Conference Area Agreements to which Employers who are party to this Agreement are also parties.

By execution of this Agreement, the Employer authorizes the appropriate Employers' Association to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1<sup>st</sup>) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions five (5) days per week until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1<sup>st</sup>) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions five (5) days per week into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contributions for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the Purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

**NOTE:** On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees, Employers who are delinquent must also pay all attorneys' fees and costs of collection.

**ARTICLE XXVI**  
**DURATION**

This Agreement shall be in full force and effect from April 1, 2008 to and including March 31, 2013 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either part upon the other at least sixty (60) days prior to the data of expiration.

When no cancellation or termination notice is served and the parties desire to continue said Agreement but also desires to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to March 31, 2013 or March 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

In the event of an inadvertent failure by either party to give the notice set forth above, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the above provisions, the expiration date of Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

IN WITNESS WHEREOF, the undersigned duly execute this Supplement which shall be attached to and become a part of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement:

FOR THE EMPLOYER:  
USF HOLLAND, INC.

Redacted by U.S. Treasury Department

By

Redacted by U.S. Treasury Department

Title

Date

By

Title

FOR THE UNION:  
TEAMSTERS LOCAL NO. 24

Redacted by U.S. Treasury Department

By

Title

Date

By

Title

## ADDENDUM

To the National Master Freight Agreement  
And the Central States Area  
Local Cartage Supplemental Agreement

BETWEEN

USF HOLLAND

AND

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL #26  
International Brotherhood of Teamsters-AFL-CIO

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HOLIDAYS, VACATIONS, PERSONAL DAYS, SICK DAYS, FUNERAL DAYS FOR REGULAR PART TIME EMPLOYEES	
DURATION AGREEMENT	

The parties agree to be bound by all the terms and conditions of the National Freight Agreement and the Central States Area Local Cartage Supplemental Agreement except as stipulated or modified in this Addendum or any other agreement between the company and the Union. Where the Union makes no reference to any part of the Local Cartage Supplemental, said Local Cartage Supplemental language shall prevail.

## ARTICLE 1 OPERATION COVERED

Pursuant to Case 33-RC-3708, this agreement shall cover all full-time and regular part-time office clerical employees employed by the employer at the Danville, Illinois facility, excluding dispatchers, professional employees, guards and supervisors as defined in the Act.

## ARTICLE 2 SENIORITY

- A. Seniority for office clerical employees shall be separate and distinct from any other group within the company.
- B. Seniority as defined and provided within this Article shall apply to regular full-time and regular part-time employees who have completed the probationary period. Seniority for employees covered by this agreement shall be defined as the period of employment with the company since the employee's last date of hire.
- C. In the event of a reduction in the clerical force, probationary employees would be laid off first, then regular part-time employees in order of seniority and then regular full-time employees in seniority order. Recall would be in reverse order of lay off.
- D. In the event a regular full-time position becomes available, it would be offered to regular part-time employees in order of seniority prior to the employer hiring any new employee. In the event the part-time employee accepts the full-time position, no probationary period would be required and the seniority date for lay off purpose would date from the first day worked as a full-time employee. For vacation purposes, the employee's part-time seniority date would be the governing factor.

The preceding paragraphs basically cover regular part-time employees and are not intended to change any of the provisions of Article 43 of the Local Cartage Supplemental Agreement relative to its' application and coverage of all employees in the clerical unit, with the exception of casual employees, which is deleted.

## ARTICLE 3 WORK DAY AND WORK WEEK

- A. The standard guaranteed workweek for all regular full-time employees shall be forty (40) hours per week and the standard guaranteed workday shall be eight (8) hours per day. Work will be scheduled for five (5) consecutive days, Monday through Friday.

**ARTICLE 6**  
**HEALTH & WELFARE AND PENSION**

Effective April 1, 2008, 2009, 2010, 2011, 2012, the Employer will contribute the amounts designed in Article 54 and 55 of the Local Cartage Supplemental Agreement on all employees covered under this agreement.

**ARTICLE 7**  
**HOLIDAYS, VACATIONS PERSONAL DAYS, SICK DAYS, FUNERAL DAYS FOR**  
**REGULAR PART-TIME EMPLOYEES**

All regular part-time employees shall receive four (4) hours pay per day for all of the above mentioned fringes except vacation pay which shall be twenty-two and one-half (22 ½) hours per week.

If any local cartage employees are scheduled to work on a Saturday, at least one (1) clerical employee will also be scheduled to work on said or same Saturday, provided the company deems there is office work available for the clerical employee. The clerical employee, if used on Saturday, will be paid a minimum of four (4) hours at time and one half (1 ½) the hourly rate.

**ARTICLE 8**  
**DURATION OF AGREEMENT**

This Addendum shall be effective April 1, 2008, through and including March 31, 2013, and is subject to all the provisions of the duration Article of the National Master Freight Agreement and Local Cartage Supplemental Agreement.

USF HOLLAND

Redacted by U.S. Treasury Department

CHAUFFEURS TEAMSTERS & HELPERS  
LOCAL #26

Redacted by U.S. Treasury Department

PATRICK A GLEASON, PRESIDENT

DATE:

8/11/08

DATE:

7-31-08

**RECEIVED**

SEP 09 2008

CONTRACT  
5 DEPARTMENT

INDIANA  
UNIFORM  
OFFICE  
CLERICAL  
AGREEMENT

Between

Joint Council 69

And

Central States Motor Carriers Association, Inc.

April 1, 2008 Thru March 31, 2013

**RECEIVED**

SEP 22 2008

**CONTRACT  
DEPARTMENT**



**Indiana Uniform Office Clerical Agreement** covering employees of private, common, contract and Local Cartage Carriers within the jurisdiction of Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, Teamsters Local Union No. 215, Teamsters Local Union No. 364, Teamsters Local Union No. 414.

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between (name of Company) **YELLOW TRANSPORTATION, INC.**, hereinafter referred to as the 'Company' or 'Employer', its successors, administrators, executors and assigns, and located at (City and State) **INDIANAPOLIS, IN**, the first part, and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135 at 1233 Shelby Street, Indianapolis, Indiana 46203, and Teamsters Local Union No. 215, 825 Walnut Street, Evansville, Indiana 47706, Teamsters Local Union No. 364, 2405 E. Edison Road, South Bend, Indiana 46615 and Local Union No. 414, 2644 Cass Street, Fort Wayne, Indiana 46808, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the 'Union'.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **ARTICLE 1 RECOGNITION AND RELATIONSHIPS**

**SECTION 1** The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representatives, and collective bargaining agency for all the employees of the Company as hereinafter defined:

**SECTION 2** The term employee as used in this Agreement shall cover all office and clerical employees at their place of business located at (street, city, state and zip code) **1818 S. HIGH SCHOOL RD. INDIANAPOLIS, IN 46241**, excluding the following classifications: confidential employees, supervisory and professional employees within the meaning of the Labor-Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract and dispatcher exercising independent judgment with

**SECTION 10** Days lost between anniversary dates through proven sickness or injury, or where it is necessary for an employee to serve on jury duty or attend a funeral of his/her wife, husband, father, mother, sons or daughters, brothers or sisters, current mother-in-law or father-in-law, shall be counted as days worked for the purpose of this Article. The first twelve (12) months absence due to occupational injury or sickness shall be used in the computation of time worked for determination of a vacation, providing the employee has worked some time during the twelve (12) month anniversary period.

## **ARTICLE 31 HEALTH AND WELFARE**

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Health and Welfare Fund. Effective April 1, 2008, the weekly benefit payment trigger will be three (3) days worked per week. The "S" Plan will be provided for those employees who work at least one (1) day per week, but less than three (3), with an Employer contribution of thirty-four dollars (\$34.00).

## **ARTICLE 32 PENSIONS**

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Pension conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Pension Fund.

## **ARTICLE 33 JURY DUTY**

All employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of fifteen (15) days pay for

**USF HOLLAND MOTOR EXPRESS, INC.  
OFFICE AND MISCELLANEOUS TRUCK TERMINAL  
EMPLOYEE'S AGREEMENT  
ROCKFORD, ILLINOIS  
EFFECTIVE 4/1/08**

- I. Terms and conditions not provided for in this Office and Miscellaneous Truck Terminal Employee's Supplemental Agreement shall be covered by the Master Freight Agreement and Central States Area Local Cartage Supplemental Agreement.
- II. Seniority for those employees working under the Office Agreement as defined in Article III shall be separate and distinct from any other group working with the company. Scheduling of work must be according to seniority and classification. All employees shall have a minimum of 8 hours off between shifts.

III. Classification of Work will include, but not limited to:

File Clerk, Officer Person, Mail Clerk, Typist Clerk, Switchboard, Telephone Operator, Record Clerk, Abstract-Manifest Clerk, Accounts receivable/Payable Clerk, Stenographer, Teletype Operator, Verifier-Sorter, Subsidiary Ledger Bookkeeper, Tracing Clerk, Billing Clerk, Secretary (other than confidential), Cashier-Interline Clerk, General Ledger Bookkeeper, Key Punch Operator, Payroll Clerk-Computer, Bookkeeping Tab Machine Operator, Machine, Set-Up, O.S. & D. Claims Clerk, Route Clerk, Rate Clerk.

The rate of Pay for the above mentioned jobs will be:

4/1/08	4/1/09	4/1/10	4/1/11	4/1/12
\$22.12	\$22.52	\$22.97	\$23.37	\$23.82

Casual rate will be \$15.00 per hour for the life of the agreement.

Any employee receiving over and above the base rates as shown in this Supplemental Agreement shall only receive increases that bring them up to these established base rates. Any employer with specific premium differentials on the effective date of this Agreement shall maintain them.

IV. Negotiating Committees:

Section 1. It is further agreed that notwithstanding the descriptions herein provided for, the Employer shall not be obligated to fill each of the classifications herein above provided and the persons now employed performing jobs within any of all of said descriptions shall continue to perform the same work as performed prior to the execution thereof.

of the trial period it is determined that the employee is not qualified or adapted to the new position, he or she shall return to their original position.

- VII. Any condition of pregnancy shall be treated the same as any other illness and leaves of absence shall be granted as necessary. The employer may request medical evidence as to the need for such leave of absence and for continuation of such leave after delivery.

VIII. Part-Time Help:

Section 1. Any employer using part-time help shall be permitted to use only up to twenty percent (20%) of the total amount of office employees on their payroll; however, the Employer shall be allowed two (2) part-time employees.

Section 2. Part-time help shall be guaranteed a minimum of four (4) hours pay when reporting to work.

Section 3. Part-time help shall not be allowed to work on Saturdays, Sundays and holidays, unless the full-time help does not desire to do so, except for jobs not normally done by full-time help.

IX. Duration:

This Agreement shall be in full force and effect from April 1, 2008 and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to March 31, ~~2009~~ 2013 *LW 4/22/08*

This agreement will become final and binding upon both parties upon approval of the TNFNC Committee.

**FOR THE EMPLOYER:**

Redacted by U.S. Treasury Department

*USF HOLLAND MOTOR EXPRESS*

DATED

*4/22/08*

**RECEIVED**

OCT - 1 2008

CONTRACT  
DEPARTMENT

**FOR THE UNION:**

Redacted by U.S. Treasury Department

*JEFF PORTER  
Secretary-Treasurer  
Teamsters Local 325*

DATED

*5-8-08*

**RECEIVED**

OCT - 1 2008

CONTRACT  
DEPARTMENT

**OFFICE AND CLERICAL EMPLOYEES AGREEMENT**  
**BETWEEN**  
**USF HOLLAND MOTOR EXPRESS, INC.**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 364**



**RECEIVED**

MAY 13 2008

CONTRACT  
DEPARTMENT

For the period covering 04-01-2008 through 03-31-2013

## **OFFICE AND CLERICAL EMPLOYEES AGREEMENT**

THIS AGREEMENT, severally made and entered into by and between the Company listed below, hereinafter referred to as the "Company", and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, located at South Bend, Indiana, hereinafter referred to as the "Union", who do hereby agree as follows: (Where reference is made herein to the National Master Freight Agreement and/or Central States Area Local Cartage Supplemental Agreement, it is to those Agreements and interpretations thereof covering the period of April 1, 2008, through March 31, 2013.)

WHEREAS, both parties are desirous of promoting and improving peaceful industrial and economic relations, to facilitate peaceful adjustment of all grievances which may arise between the Company and his employees, to negotiate wage scales, hours of work and related working conditions, and to prevent cessation of work and employment:

### **ARTICLE 1** **RECOGNITION, UNION SECURITY & CHECK-OFF**

**Section 1.** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of its office and clerical employees, excluding the following classifications:

Confidential employees and other salaried supervisory, administrative and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract. It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees, and shall not depend upon mere title.

**Section 2.** The Company agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units unless otherwise stipulated under this Agreement.

**Section 3.** The Company agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

The Company will notify the new employee at the time of hire of his/her obligation to the Union on completion of his/her probationary period. The Company further agrees to notify the Union the name, address, date of hire, and the social security number of the new employee upon completion of his/her probationary period.

**Section 4.** The Company agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

discharge without recourse to the Job Steward in the event he/she has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

## **ARTICLE 18**

### **SEPARABILITY AND SAVINGS**

**Section 1.** If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Company or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision of this Agreement to the contrary.

## **ARTICLE 19**

### **EXTRA CONTRACT AGREEMENTS**

The Company agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 20**

### **HEALTH AND WELFARE**

By reference herein, the provisions of Article 54 of the Central States Area Local Cartage Supplemental Agreement shall apply.

## **ARTICLE 21**

### **PENSION**

By reference herein, the provisions of Article 55 of the Central States Area Local Cartage Supplemental Agreement shall apply.



From:

To: 18475189768

08/27/2008 11:56

#387 P.002/024

**USF HOLLAND, INC.  
YOUNGSTOWN TERMINAL**

**OFFICE CLERICAL SUPPLEMENTAL/NMFA  
AGREEMENT**

**APRIL 1, 2008**

**USF HOLLAND, INC.****OFFICE CLERICAL, SUPPLEMENTAL/NMFA AGREEMENT**

This Supplement shall be attached to and become a part of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement covering the period of April 1, 2008 through March 31, 2013.

The terms and conditions set forth herein shall supersede any terms and conditions of said Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement where such are in conflict with this Supplement.

**ARTICLE I  
SCOPE OF AGREEMENT**

This Agreement shall apply to both regular and casual employees, located at the Youngstown terminal in North Lima, Ohio but excluding confidential employees, dispatcher, foremen, office manager, salesmen, watchmen, janitors, guards and/or any other supervisors, as defined by the National Labor Relations Act as amended, and employees covered by existing labor agreement(s).

**ARTICLE II  
UNION SHOP**

**SECTION 1:** All employees covered by this Agreement who are presently employed by the Company shall, thirty (30) days after the effective date of this Agreement, be required to tender or pay uniform initiation fees and periodic dues to the Union as a condition of continued employment. All new employees covered by this Agreement shall as a condition of continued employment, be required to tender or pay uniform initiation fees and periodic dues to the Union thirty (30) days after the date of employment in the office.

**SECTION 2:** The Company agrees to deduct from the pay of the employees covered by this Agreement, dues and initiation fees of the Union when such deduction is authorized by the employee in writing to the Company. The Union shall furnish the Company a check-off statement showing the amount due from each employee in the number of copies requested by the Company. The Company shall return a copy of the statement, together with the monies deducted, to the Union, after having noted the employees that have been added and/or terminated.

Check-off shall be on a monthly or quarterly basis at the option of the Union.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from an appropriate Local Union he shall remit same no later than thirty (30) days from the date such deduction was made.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

Disputes or questions of interpretations concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees of their designated representatives reasonably believe may be subject to the Employer's contributions obligation.

**NOTE:** On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties of this Agreement.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payment to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and cost of collection.

#### **ARTICLE XXV** **PENSION**

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Funds for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more as per language in the National Master Freight Agreement to maintain the pension class for the life of that 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 (\$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"

The Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under this provision of this contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violations of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Conference Area Agreements to which Employers who are party to this Agreement are also parties.

By execution of this Agreement, the Employer authorizes the appropriate Employers' Association to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1<sup>st</sup>) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions five (5) days per week until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1<sup>st</sup>) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions five (5) days per week into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contributions for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of an/or covered by this Agreement, for the Purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

**NOTE:** On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

#### ARTICLE XXVI DURATION

This Agreement shall be in full force and effect from April 1, 2008 to and including March 31, 2013 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

When no cancellation or termination notice is served and the parties desire to continue said Agreement but also desires to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to March 31, 2013 or March 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

In the event of an inadvertent failure by either party to give the notice set forth above, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the above provisions, the expiration date of Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

IN WITNESS WHEREOF, the undersigned duly execute this Supplement which shall be attached to and become a part of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement.

FOR THE EMPLOYER;  
USF HOLLAND, INC.

Redacted by U.S. Treasury Department

By

Redacted by U.S. Treasury Department

Title

6/2/08  
Date

FOR THE UNION:  
TEAMSTERS LOCAL NO. 377

Redacted by U.S. Treasury Department

By

Redacted by U.S. Treasury Department

Title

6-5-08  
Date

18  
**RECEIVED**

AUG 27 2008

**CONTRACT  
DEPARTMENT**

USF HOLLAND

A N D

TEAMSTERS TRUCK DRIVERS UNION, LOCAL

NO. 407

CLEVELAND OFFICE CLERICAL

APRIL 1, 2008 THROUGH MARCH 31, 2013

**RECEIVED**

MAY 19 2008

**CONTRACT  
DEPARTMENT**

USF HOLLAND INC.

OFFICE CLERICAL SUPPLEMENTAL/NMFA

This Supplement shall be attached to and become a part of the Central States Area Local Cartage Supplemental Agreement to the National Master Freight agreement covering the period of April 1, 2008 through March 31, 2013.

The terms and conditions set forth herein shall supersede any terms and conditions of said Central States Area Local Cartage Supplemental Agreement to the National Master Freight Agreement where such are in conflict with this Supplement.

ARTICLE I  
SCOPE OF AGREEMENT

This Agreement shall apply to both regular and casual clerical employees, located at the Cleveland terminal in Cleveland, Ohio but excluding confidential employees, dispatchers, foremen, office manager, salesmen, watchmen, janitors, guards and/or any other supervisors, as defined by the National Labor Relations Act as amended, and employees covered by existing labor agreement(s).

ARTICLE II  
UNION SHOP

SECTION 1: All employees covered by this Agreement who are presently employed by the Company shall, thirty (30) days after the effective date of this Agreement, be required to tender or pay union initiation fees, and periodic dues to the Union as a condition of continued employment. All new employees covered by this Agreement shall as a condition of continued employment, be required to tender or pay uniform initiation fees and periodic dues to the Union Thirty (30) days after the date of employment in the office.

SECTION 2: The Company agrees to deduct from the pay of the employees covered by this Agreement, dues and initiation fees of the Union where such deduction is authorized by the employee in writing to the Company. The Union shall furnish the Company a check-off statement showing the amount due from each employee in the number of copies requested by the Company. The Company shall return a copy of the statement, together with the monies deducted, to the Union, after having noted the employees that have been added and/or terminated.

Check-off shall be on a monthly or quarterly basis at the option of the Union.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from and appropriate Local Union he shall remit same no later than thirty (30) days from the date such deduction was made.



for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and cost of collection.

#### ARTICLE XXV

##### PENSION

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more as per language in the National Master Freight Agreement to maintain the pension class for the life of that 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 (\$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".

The Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under this provision of this contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and must then comply with the contract provision for pension payments for each day of employment as if he were a casual employee. Any violations of this provision shall be subject to the grievance procedure.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southern Conference Area Agreements to which Employers who are party to this Agreement are also parties.

By execution of this Agreement, the Employer authorizes the appropriate Employers' Association to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions five (5) days per week until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions five (5) days per week into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contributions for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire, contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund V. Central Transport Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees, Employers who are delinquent must also pay all attorneys' fees and costs of collection.

**AGREEMENT**

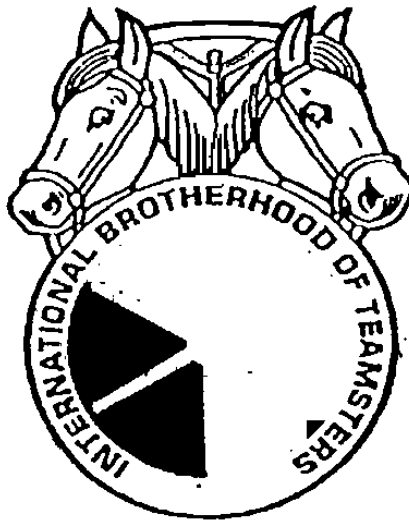
by and between

**USF HOLLAND**  
**(INDIANA UNIFORM OFFICE CLERICAL AGREEMENT)**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,**

**LOCAL UNION NO. 414**



**RECEIVED**

JUL 28 2008

CONTRACT  
DEPARTMENT

**WALTER A. LYTTLE**

**IBT CENTRAL REGION VICE PRESIDENT**  
**TEAMSTERS LOCAL #414 SECRETARY-TREASURER**

**Effective**  
**April 1, 2008 through March 31, 2013**

**Indiana Uniform Office Clerical Agreement** covering employees of private, common, contract and Local Cartage Carriers within the jurisdiction of Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, Teamsters Local Union No. 215, Teamsters Local Union No. 364, Teamsters Local Union No. 414.

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between (name of Company) CDF Holland, hereinafter referred to as the 'Company' or 'Employer', its successors, administrators, executors and assigns, and located at (City and State) FT. WAYNE IN., the first part, and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135 at 1233 Shelby Street, Indianapolis, Indiana 46203, and Teamsters Local Union No. 215, 825 Walnut Street, Evansville, Indiana 47706, Teamsters Local Union No. 364, 2405 E. Edison Road, South Bend, Indiana 46615 and Local Union No. 414, 2644 Cass Street, Fort Wayne, Indiana 46808, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the 'Union'.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **ARTICLE 1 RECOGNITION AND RELATIONSHIPS**

**SECTION 1** The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representatives, and collective bargaining agency for all the employees of the Company as hereinafter defined:

**SECTION 2** The term employee as used in this Agreement shall cover all office and clerical employees at their place of business located at (street, city, state and zip code) 4320 MERCHANT ROAD, FORT WAYNE, IN. 46818 excluding the following classifications: confidential employees, supervisory and professional employees within the meaning of the Labor-Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract and dispatcher exercising independent judgment with

**SECTION 10** Days lost between anniversary dates through proven sickness or injury, or where it is necessary for an employee to serve on jury duty or attend a funeral of his/her wife, husband, father, mother, sons or daughters, brothers or sisters, current mother-in-law or father-in-law, shall be counted as days worked for the purpose of this Article. The first twelve (12) months absence due to occupational injury or sickness shall be used in the computation of time worked for determination of a vacation, providing the employee has worked some time during the twelve (12) month anniversary period.

### **ARTICLE 31 HEALTH AND WELFARE**

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Health and Welfare Fund. Effective April 1, 2008, the weekly benefit payment trigger will be three (3) days worked per week. The "S" Plan will be provided for those employees who work at least one (1) day per week, but less than three (3), with an Employer contribution of thirty-four dollars (\$34.00).

### **ARTICLE 32 PENSIONS**

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Pension conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Pension Fund.

### **ARTICLE 33 JURY DUTY**

All employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of fifteen (15) days pay for



## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS  
PENSION FUND/HEALTH AND WELFARE FUND  
9377 WEST HIGGINS ROAD  
ROSEMONT, ILLINOIS 60018-4938  
PHONE: (847) 518-9800

ACCOUNT NUMBER: 8071400-0202-00480B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Office Workers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date: June 1, 2008

Rate: \$51.60

Effective Date: August 3, 2008

Rate: Rate Consistent with NMF Agreement

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date: June 1, 2008

Rate: \$237.70

Effective Date: August 3, 2008

Rate: Rate Consistent with NMF Agreement

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

USF Holland

Employer Name

Redacted by U.S. Treasury Department

Representative Signature

LEONARD WALDO  
Printed Name and Title

4/30/08  
Date

750 E. 40TH ST.

HOLLAND, MI. 49453  
Complete Address of Employer

616/395-5000 616/395-5036  
Telephone Number Fax Number

38-0655940  
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:  
National Master Freight

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes \_\_\_\_\_ No X

Local Union No. 480

Redacted by U.S. Treasury Department

Representative Signature

London Grisham Sec-Treas.  
Printed Name and Title

APRIL 30, 2008  
Date