

1 YRC MULTI-REGION CHANGE OF OPERATIONS

2 MR-CO-01-04/2013

3 WESTIN HOTEL

4 DALLAS, TEXAS

5
6 APRIL 19, 2013

7
8 MR. CHAIRMAN, I MOVE THE COMPANY'S PROPOSED
9 CHANGE OF OPERATION BE APPROVED AS MODIFIED, CLARIFIED
10 AND STIPULATED TO ON THE RECORD BY THE COMPANY WITH
11 THE FOLLOWING PROVISIONS. IT SHOULD BE NOTED THAT
12 UNLESS SPECIFICALLY ADDRESSED IN THIS CHANGE OF
13 OPERATIONS THROUGH THIS COMMITTEE, PRESENT OPERATIONS,
14 WORK RULES AND AGREEMENTS SHALL REMAIN IN EFFECT.

15
16 AGREEMENTS REACHED BY THE COMPANY AND THE
17 UNIONS AT THE LOCAL LEVEL AND/OR ON THE RECORD ARE
18 INCORPORATED BY REFERENCE INTO THIS DECISION AND ARE
19 FINAL AND BINDING. IT IS ALSO UNDERSTOOD, AS STATED
20 BY THE COMPANY, THAT EMPLOYEES TRANSFERRING TO GAINING
21 LOCATIONS, AS WELL AS ACTIVE EMPLOYEES AT THAT
22 LOCATION, SHALL HAVE SUFFICIENT WORK OPPORTUNITIES
23 UPON IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

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1 1. THE COMMITTEE RECOGNIZED THAT THE
2 COMPANY'S PROPOSED CHANGE OF OPERATION IS UNIQUE IN
3 ITS SCOPE AND THAT, BECAUSE OF THE CURRENT ECONOMIC
4 CONDITIONS FACING OUR NATION AND THE COMPANY, THE NEW
5 OPERATING MODEL IN THE COMPANY'S PROPOSAL MUST BE
6 IMPLEMENTED EXPEDITIOUSLY IN ORDER FOR THE COMPANY TO
7 REMAIN COMPETITIVE IN THE MARKETPLACE AND HAVE AN
8 OPPORTUNITY TO GROW AND TO PROVIDE ADDITIONAL TEAMSTER
9 WORK OPPORTUNITIES. IN ACCORDANCE WITH ITS AUTHORITY
10 UNDER ARTICLE 8, SECTION 6(G) OF THE NMFA, THE
11 COMMITTEE HAS DETERMINED THAT THE SENIORITY
12 APPLICATION IN THIS DECISION IS APPROPRIATE UNDER THE
13 CIRCUMSTANCES. THIS DECISION IS BASED ON THE FACTS
14 PRESENTED AND DOES NOT CREATE A PRECEDENT FOR FUTURE
15 SENIORITY APPLICATIONS.

16
17 2. THE COMPANY'S PROPOSED METHOD OF
18 BIDDING WHICH INCORPORATES BOTH FOLLOW THE WORK AND
19 POOL BIDDING IS APPROVED. THE TELEPHONE BID WILL BE
20 CONDUCTED ON MAY 11, 2013, AT 0900 CST. THE
21 IMPLEMENTATION DATE SHALL BE NO SOONER THAN MAY 19,
22 2013. THE COMPANY WILL POST THE FOLLOW THE WORK BIDS
23 ON 4-22-2013 AND AWARD ON 4-29-2013. POOL BIDS WILL
24 BE POSTED ON 5-2-2013 AND PROXIES RETURNED NO LATER
25 THAN 5-7-2013.

1 3. FOR PURPOSES OF BIDDING AND/OR
2 SELECTING WORK OPPORTUNITIES (FOLLOW THE WORK) THE
3 SENIORITY ROSTERS AT LOSING LOCATIONS SHALL BE MERGED
4 WITH BOTH ACTIVE AND INACTIVE EMPLOYEES, BY
5 CLASSIFICATIONS USING PRESENT BIDDING AND LAYOFF
6 SENIORITY DATES. THE CUT OFF DATE FOR ACTIVE AND
7 INACTIVE FOR THIS CHANGE SHALL BE 3-08-2013.

8 FOR THE PURPOSE OF THE POOL BID, ALL
9 ACTIVE WILL BE MERGED WITH ALL ACTIVE AND ALL INACTIVE
10 WILL BE MERGED WITH ALL INACTIVE.

11
12 4. AT THOSE LOCATIONS THAT THE COMPANY
13 DEFINED ON THE RECORD AS A LOCATION WHERE AN EMPLOYEE
14 MUST BE CDL QUALIFIED, THOSE EMPLOYEES WHO ARE NOT CDL
15 QUALIFIED SHALL BE GIVEN A SIXTY (60) CONSECUTIVE DAY
16 PERIOD TO BECOME DRIVER QUALIFIED AND AN ADDITIONAL
17 THIRTY (30) CONSECUTIVE DAY PERIOD TO RECEIVE THEIR
18 CDL LICENSE UNLESS DELAYED BY TSA BACKGROUND CHECKS.
19 THE COMPANY SHALL PROVIDE APPROPRIATE EQUIPMENT AND
20 THE MANPOWER NECESSARY TO COMPLETE THE TRAINING
21 PROCESS AT THE EMPLOYEE'S PRESENT TERMINAL UNLESS
22 OTHERWISE MUTUALLY AGREED. PROVIDED HOWEVER, AT THOSE
23 BREAK-BULK TERMINALS AND LARGE METRO TERMINALS WHERE
24 ROAD DRIVERS ARE DOMICILED (EXCLUDING END-OF-THE-LINE
25 TERMINALS), WHERE IT IS RECOGNIZED THERE WILL BE A

1 NEED FOR PURE DOCK BIDS THIS PROVISION SHALL NOT ACT
2 TO PREVENT AN EMPLOYEE FROM BIDDING SUCH A PURE DOCK
3 POSITION PROVIDED HE/SHE HAS ENOUGH SENIORITY TO HOLD
4 SUCH BID AND PROVIDED FURTHER, THE EMPLOYER SHALL HAVE
5 THE RIGHT TO DETERMINE THE NUMBER OF SUCH BIDS. IN
6 ADDITION, EMPLOYEES WHO CANNOT BECOME CDL QUALIFIED
7 BECAUSE OF A DOT DISQUALIFYING MEDICAL CONDITION OR
8 FAILURE TO PASS A TSA BACKGROUND CHECK WILL ALSO BE
9 ALLOWED TO BID INTO A TERMINAL WHERE PURE DOCK BIDS
10 ARE AVAILABLE IF HE/SHE HAS ENOUGH SENIORITY TO HOLD
11 SUCH BID. EMPLOYEES WHO FAIL TO BECOME CDL QUALIFIED
12 AS PROVIDED HEREIN SHALL FORFEIT THEIR BID.

13

14 5. SINCE THE LOSING AND GAINING NUMBERS IN
15 THIS CHANGE OF OPERATIONS ARE NOT EQUAL. THE
16 PROVISIONS OF ARTICLE 3 SECTION 2 (7) A. AND (7) B.
17 (THIS PROVISION COVERS THE HIRING AT SISTER COMPANIES)
18 SHALL BE STRICTLY ENFORCED. THE COMPANY HAS CONFIRMED
19 THAT IT IS AUTHORIZED TO STATE THAT EMPLOYEES
20 DISPLACED AS A RESULT OF THIS CHANGE OF OPERATIONS
21 SHALL BE ENTITLED TO PREFERENTIAL HIRING AT RELATED
22 YRCW COMPANIES (I.E NEW PENN, HOLLAND, AND REDDAWAY.)
23 SUCH EMPLOYEES SHALL KEEP THEIR YRC SENIORITY DATE FOR
24 DETERMINING WHERE THEY FALL ON THE WAGE PROGRESSION AT
25 THE RELATED COMPANY. IT IS ALSO UNDERSTOOD THAT THE

1 EMPLOYEES APPLYING FOR THESE OPENINGS WILL NOT BE
2 TURNED DOWN, UNDER THIS PROVISION, AS LONG AS THEY
3 HAVE THE ABILITY TO PASS THE PRE-EMPLOYMENT DRUG
4 SCREEN, POSSESS A SATISFACTORY DRIVING RECORD AND DO
5 NOT HAVE AN EXCESSIVE ABSENTEEISM RECORD. ANY
6 DISPUTES CONCERNING THIS PARAGRAPH SHALL BE REFERRED
7 TO A SUBCOMMITTEE OF CHAIRMEN GORDON SWEETON AND BOB
8 DAVIDSON, OR THEIR DESIGNEES, FOR RESOLUTION IN AN
9 EXPEDITED MANNER.

10
11 6. THOSE INDIVIDUALS WHO CURRENTLY ENJOY
12 ARTICLE 29, SECTION 3 PROTECTION SHALL RETAIN THAT
13 PROTECTION UNDER THIS CHANGE.

14
15 7. SOUTHERN MODIFIED SENIORITY SHALL BE
16 EXERCISED IN ACCORDANCE WITH THE SOUTHERN REGION
17 OVER-THE-ROAD NEGOTIATING COMMITTEE'S AGREEMENT OF
18 JULY 27, 1999 AND SHALL BECOME EFFECTIVE AFTER THE
19 GENERAL BID THAT IS PROVIDED FOR IN THIS DECISION.

20
21 8. IN THE EVENT THERE ARE EMPLOYEES
22 INVOLVED, UNDER THIS DECISION, WHO HAVE A COMMON
23 SENIORITY DATE AND THERE ARE NOT ACTUAL TIME/DATE
24 PUNCH RECORDS AVAILABLE TO DETERMINE WHO PUNCHED IN
25 FIRST, THE PARTIES ARE INSTRUCTED TO AGREE ON A METHOD

1 TO DRAW LOTS TO RESOLVE SUCH ISSUES.

2

3 9. IN THE EVENT THERE ARE EMPLOYEES WHO
4 TRANSFER INTO A FACILITY WHERE EMPLOYEES ARE ON
5 LAYOFF, SUCH LAID OFF SENIOR EMPLOYEES MAY NOT
6 EXERCISE THEIR SENIORITY UNLESS AND UNTIL THE SENIOR
7 EMPLOYEE IS RECALLED BY LETTER OF RECALL, OR THE
8 EQUIVALENT METHOD OF RECALL UNDER THE TERMS OF THE
9 APPLICABLE SUPPLEMENTAL AGREEMENT FOR REGULAR
10 EMPLOYMENT, AT WHICH TIME HE SHALL BE DOVETAILED ON
11 THE ACTIVE SENIORITY LIST.

12

13 10. EMPLOYEES BIDDING INTO AN EASTERN
14 REGION LOCATION THAT HAS A SINGLE LINE SENIORITY LIST
15 (COMMON ROAD AND LOCAL CARTAGE LIST) MUST REMAIN IN
16 THEIR CURRENT BIDDING CLASSIFICATION FOR A PERIOD OF
17 ONE (1) YEAR UNLESS THE NEXT ANNUAL BID OCCURS AT
18 LEAST NINE (9) MONTHS FOLLOWING THE DATE OF
19 IMPLEMENTATION OF THIS DECISION.

20

21 11. QUALIFIED BIDDERS WHO ARE ON LONG-TERM
22 DISABILITY (LTD) AT THE TIME OF THE BID SHALL BE
23 ALLOWED TO BID. IN THE EVENT THEY ARE NOT ABLE TO
24 CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, THE
25 POSITION THEY BID INTO SHALL BE OFFERED, ON A

1 HOLD-DOWN BASIS, TO THOSE CLASSIFICATION EMPLOYEES AT
2 THE AFFECTED LOCATION WHO DID NOT SUCCESSFULLY BID AT
3 THE TIME OF THE ORIGINAL BID. THE SUCCESSFUL
4 HOLD-DOWN BIDDER SHALL BE DOVETAILED ON THE APPLICABLE
5 SENIORITY LIST AT THE LOCATION HE BID INTO UNTIL SUCH
6 TIME AS THE LTD EMPLOYEE IS ABLE TO RETURN TO WORK AND
7 CLAIM HIS BID. AT THAT TIME, THE HOLD-DOWN EMPLOYEE
8 WILL BE AFFORDED THE OPPORTUNITY TO EITHER RETURN TO
9 HIS ORIGINAL LOCATION WITH FULL SENIORITY OR REMAIN AT
10 THE HOLD-DOWN LOCATION AND BE GIVEN A NEW BIDDING AND
11 SENIORITY DATE AS OF THE DATE THE HOLD-DOWN BID
12 COMMENCED, BUT SHALL RETAIN HIS ORIGINAL BIDDING AND
13 SENIORITY DATE FOR VACATION PURPOSES. EMPLOYEES
14 BIDDING A HOLD-DOWN POSITION SHALL NOT BE ENTITLED TO
15 ANY MOVING OR LODGING EXPENSES AS SET FORTH IN ARTICLE
16 8, SECTION 6 OF THE NMFA OR AS OTHERWISE APPROVED BY
17 THIS DECISION UNLESS AND UNTIL SUCH TIME AS IT IS
18 DETERMINED THAT THE LTD EMPLOYEE WILL NEVER BE
19 RELEASED TO RETURN TO WORK, AT WHICH TIME THE
20 HOLD-DOWN EMPLOYEE SHALL BE CONSIDERED AS A SUCCESSFUL
21 BIDDER AT THE TIME OF THE ORIGINAL BID AND SHALL BE
22 ENTITLED TO ALL OF THE PROVISIONS SET FORTH IN THIS
23 DECISION.

24

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12. EMPLOYEES WHO HAVE BEEN DISCHARGED AND

1 WHOSE DISCHARGE IS PENDING RESOLUTION UNDER THE
2 APPLICABLE TERMS OF THE NMFA AND THE APPLICABLE
3 SUPPLEMENTAL AGREEMENT SHALL BE AFFORDED THE
4 OPPORTUNITY TO BID.

5
6 13. IN ORDER TO BID A POSITION THAT
7 REQUIRES THE DRIVER TO BE TRIPLES CERTIFIED THE
8 DRIVERS MUST EITHER BE CERTIFIED OR TRIPLES
9 CERTIFIABLE AND BECOME CERTIFIED AS SOON AS POSSIBLE.

10
11 14. EMPLOYEES TRANSFERRING FROM THE
12 JURISDICTION OF ONE SUPPLEMENTAL AGREEMENT TO THAT OF
13 ANOTHER SUPPLEMENTAL AGREEMENT SHALL NOT LOSE THEIR
14 ENTITLEMENT TO EARNED VACATION, IN ACCORDANCE WITH THE
15 SOUTHERN REGION OVER-THE-ROAD LETTER OF UNDERSTANDING,
16 WHICH HAS BEEN INCORPORATED IN PREVIOUS CHANGE OF
17 OPERATIONS.

18
19 15. HEALTH AND WELFARE AND PENSION
20 CONTRIBUTIONS PAID ON BEHALF OF EMPLOYEES WHO RELOCATE
21 UNDER THIS DECISION SHALL CONTINUE TO BE PAID INTO THE
22 RESPECTIVE TRUSTS SUCH CONTRIBUTIONS WERE BEING PAID
23 INTO IMMEDIATELY PRIOR TO THE TIME THE EMPLOYEE
24 RELOCATED.

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1 16. FULL-TIME TEAMSTER OFFICERS, BUSINESS
2 AGENTS AND ORGANIZERS WHO HAVE SENIORITY RIGHTS TO
3 RETURN TO EMPLOYMENT WITH THE COMPANY, SHALL BE
4 ALLOWED TO BID AND IF SUCCESSFUL MUST CLAIM THEIR BID
5 AT THE TIME THEY CEASE TO BE A FULL-TIME OFFICER,
6 BUSINESS AGENT OR ORGANIZER OR FORFEIT THEIR BID.

7
8 17. MOVING AND LODGING EXPENSES SHALL BE
9 PAID IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 8,
10 SECTION 6(C) OF THE NMFA; PROVIDED HOWEVER, THE
11 COMPANY'S PROPOSAL, ON A VOLUNTARY INDIVIDUAL BASIS,
12 TO PROVIDE \$3,150 IN LIEU OF TEMPORARY HOTEL EXPENSES
13 AND IN LIEU OF RELOCATION EXPENSES A FLAT AMOUNT BASED
14 ON MILES BETWEEN PRESENT LOCATION AND THE NEW
15 LOCATION; 51 TO 500 MILES, \$2,500; 501 TO 1000 MILES,
16 \$3,500, AND OVER 1000 MILES, \$4,000, IS APPROVED.
17 EMPLOYEES SHALL NOT BE REQUIRED TO PROVIDE PROOF OF
18 RELOCATION IN ORDER TO BE PAID THE FLAT AMOUNT
19 OUTLINED ABOVE.

20
21 18. THE PROVISIONS OF ARTICLE 8 SECTION 6
22 (4) THROUGH (7) (HOLD PROVISION) SHALL APPLY. SINCE
23 THE GAINING AND LOSING NUMBERS IN THIS CHANGE ARE NOT
24 EQUAL, THERE SHALL ALSO BE A ONE HUNDRED EIGHTY (180)
25 CALENDAR DAY HOLD PROVISION FROM THE DATE OF

1 IMPLEMENTATION OF THE CHANGE.

2

3 19. SUCCESSFUL BIDDERS SHALL BE DOVETAILED
4 ONTO THE APPROPRIATE SENIORITY LIST AT THE LOCATION
5 THEY BID INTO USING THEIR BIDDING SENIORITY DATE
6 EXCEPT WHERE WHITE PAPER CONTRACTS ARE INVOLVED THAT
7 ARE NOT PARTY TO THE NATIONAL MASTER FREIGHT
8 AGREEMENT.

9 ANY TRANSFERS INVOLVING WHITE PAPER CONTRACTS
10 NOT PARTY TO THE NATIONAL MASTER FREIGHT AGREEMENT
11 WILL BE ENDTAILED.

12

13 20. REBIDDING AT EACH OF THE EFFECTED
14 LOCATIONS WILL BE CONDUCTED WITHIN SIXTY (60) DAYS
15 FOLLOWING THE DATE OF IMPLEMENTATION: PROVIDED
16 HOWEVER, WHERE THE SIXTY (60) DAY PERIOD IS NOT
17 NECESSARY THE BIDS WILL BE POSTED AS SOON AS POSSIBLE
18 OR AS OTHERWISE MUTUALLY AGREED TO.

19

20 21. IN THE EVENT THAT THE NUMBER OF GAINING
21 POSITIONS DO NOT FILL DURING THE BID, THE COMPANY
22 SHALL FILL THOSE POSITIONS AS STATED BY THE COMPANY ON
23 THE RECORD.

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1 22. THE COMPANY WILL OFFER OPPORTUNITIES
2 FOR EMPLOYEES TO RETURN TO THEIR FORMER DOMICILES OF
3 CINCINNATI, ST. LOUIS, AND MEMPHIS, PRIOR TO NEW
4 HIRES, THROUGH THE END OF THE PRESENT LABOR AGREEMENT.
5 EMPLOYEES WILL RETAIN THEIR PRESENT BIDDING SENIORITY.
6 HOWEVER, THERE WILL BE NO MOVING EXPENSES ASSOCIATED
7 THROUGH THESE MOVES. EMPLOYEES MUST MAKE THEIR
8 REQUEST IN WRITING THROUGH THE COMPANY AND THEIR LOCAL
9 UNION. THIS DECISION IS NON-PRECEDENT SETTING AND
10 INVOLVES THE ABOVE THREE LOCATIONS ONLY BASED ON THE
11 CIRCUMSTANCES OF THIS CHANGE.

12
13 23. 413'S COLUMBUS SENIORITY PRACTICE WILL
14 APPLY IN THIS BID. ANYONE BIDDING UNDER THE COLUMBUS
15 PRACTICE OF A YEAR AND A DAY WILL TRANSFER WITH THEIR
16 PRESENT BIDDING SENIORITY DATE.

17
18 24. LOCAL 7'S REQUEST THAT MR. HOPKINS BE
19 PERMITTED TO BID WITH AN ALTERNATIVE SENIORITY DATE IS
20 DENIED. MR. HOPKINS SHALL BID BASED ON HIS PRESENT
21 BIDDING SENIORITY DATE.

22
23 25. LOCAL 40'S REQUEST FOR TOM DONELSON TO
24 FOLLOW THE WORK TO AKRON IS DENIED. LOCAL 40'S
25 REQUEST THAT MR. DONELSON BE PERMITTED TO BID WITH AN

1 ALTERNATIVE SENIORITY DATE ALSO IS DENIED. MR.
2 DONELSON SHALL BID BASED ON HIS SEPTEMBER 21, 2005
3 SENIORITY DATE.
4

5 26. THE REQUEST OF LOCAL 89 TO CONTINUE TO
6 SERVICE MADISON AND BEDFORD AS THEY DO TODAY IS
7 DENIED.
8

9 27. LOCAL 100'S REQUEST TO MERGE THE
10 HOSTLING, DOCK AND CITY SENIORITY ROSTERS FOR
11 TERMINALS 216 AND 241 FOR PURPOSES OF BIDDING IN THIS
12 CHANGE IS APPROVED.

13 THE REQUEST TO HAVE A TELEPHONE BID FOR THE
14 FOLLOW THE WORK BIDDING IS DENIED.
15

16 28. LOCAL 600'S REQUEST FOR ALL OVER THE
17 ROAD MOVES TO BE HANDLED THROUGH THE POOL BID IS
18 DENIED.
19

20 29. THE REQUEST OF LOCAL 29 FOR RETREAT
21 RIGHTS TO STAUNTON, VIRGINIA IS DENIED.
22

23 30. LOCAL 71'S REQUEST FOR DEAN FERRELL TO
24 HAVE RETREAT RIGHTS TO STAUNTON, VIRGINIA IS DENIED.
25

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25

1 31. THE REQUEST OF LOCAL 175 TO DENY A
2 TRANSFER OF A CINCINNATI DRIVER TO CHARLESTON BASED ON
3 THE FACT THAT IT WAS NOT A FULL PERSON'S WORK IS
4 APPROVED IN THIS INSTANT CASE.

5
6 32. LOCAL 326'S REQUEST CONCERNING WORK
7 MOVES IS DENIED.

8
9 33. LOCAL 391'S REQUEST FOR NINE ROAD
10 DRIVERS TO MOVE TO CHARLOTTE IS DENIED.

11 THE REQUEST OF LOCAL 391 TO MODIFY THE
12 NUMBERS AND ALLOW FOUR DRIVERS TO MOVE FROM RALEIGH TO
13 CHARLOTTE IS DENIED.

14
15 34. THE COMPANY'S PROPOSAL TO MOVE ONE
16 OFFICE EMPLOYEE FROM SPRINGFIELD, MA TO WORCESTER, MA
17 IS APPROVED. THE EMPLOYEE WILL CARRY THE PROVISIONS
18 OF THE CONTRACT TO WORCESTER UNTIL THE EXPIRATION OF
19 THAT AGREEMENT.

20
21 35. LOCAL 509'S REQUEST FOR THREE FORMER
22 ATHENS, GEORGIA EMPLOYEES TO RETREAT BACK AS A RESULT
23 OF THE REOPENING OF THE TERMINAL IS APPROVED, UP TO
24 THE NUMBER OF AVAILABLE POSITIONS PROVIDED FOR IN THIS
25 CHANGE, AS LONG AS THEY HAVE THE SENIORITY TO HOLD THE

1 POSITION.

2

3 36. THE COMPANY'S PROPOSAL TO MOVE FIVE
4 OFFICE EMPLOYEES FROM ELIZABETH, NJ TO KEARNY, NJ IS
5 APPROVED. THE LOCAL 641 CLERICAL EMPLOYEES WILL CARRY
6 THE PROVISIONS OF THEIR CONTRACT TO KEARNY, NJ UNTIL
7 THE EXPIRATION OF THAT AGREEMENT.

8

9 37. THE REQUEST OF LOCAL 657 THAT ALL
10 TRANSFERRING EMPLOYEES BE CDL QUALIFIED AT THEIR END
11 OF THE LINE TERMINAL IS APPROVED.

12

13 38. THE REQUEST OF LOCAL 728 TO ALLOW A
14 LAWRENCEVILLE CLERK AND MECHANIC TO TRANSFER TO
15 ATHENS, GEORGIA IS DENIED.

16

17 THE REQUEST FOR RETREAT RIGHTS TO
18 ATHENS, GEORGIA AS A RESULT OF THE REOPENING OF THE
19 FACILITY IS APPROVED, UP TO THE NUMBER OF AVAILABLE
20 POSITIONS PROVIDED FOR IN THIS CHANGE, AS LONG AS THE
21 EMPLOYEES HAVE THE SENIORITY TO HOLD THE AVAILABLE
22 POSITIONS.

22

23 THE REQUEST OF THE LOCAL UNION TO
24 RETAIN THEIR PRESENT WORKRULES AND PRACTICES AT THE
25 NEW CUSTOMER CARE CENTER IS APPROVED. THIS IS BASED
ON THE FACT THAT THIS IS A FACILITY RELOCATION, RATHER

1 THAN A MERGER OR CONSOLIDATION.

2

3 39. LOCAL 63'S REQUEST TO ALLOW THE PUD
4 EMPLOYEES TO HAVE THE ABILITY TO DOVETAIL THEIR
5 SENIORITY INTO THE LINEHAUL SENIORITY ROSTER IS
6 DENIED.

7 LOCAL 63'S REQUEST FOR EMPLOYEES FROM
8 TERMINAL 821 TO HAVE RETREAT RIGHTS TO SUN VALLEY IS
9 DENIED.

10

11 40. LOCAL 952'S REQUEST TO ALTER THE
12 SENIORITY DATES THAT WERE IN EFFECT IN 1998 FOR THE
13 THREE EMPLOYEES IDENTIFIED IN THE CHANGE IS DENIED.

14 THE REQUEST OF 952 THAT ALL
15 TRANSFERRING EMPLOYEES BE CDL QUALIFIED AT THEIR END
16 OF THE LINE TERMINAL IS APPROVED.

17

18 41. THE COMMITTEE WILL RETAIN JURISDICTION
19 OF THIS DECISION FOR ONE (1) YEAR TO RESOLVE ANY ISSUE
20 RELATIVE TO THIS DECISION.

21

22 42. NOTHING CONTAINED HEREIN IS INTENDED TO
23 BE IN VIOLATION OF THE TERMS OF THE NATIONAL MASTER
24 FREIGHT AGREEMENT OR ITS RESPECTIVE SUPPLEMENTAL
25 AGREEMENTS.