

HIGHLIGHTS OF THE NATIONAL MASTER PORTIONS OF THE TENTATIVE AGREEMENT COVERING YRC FREIGHT, HOLLAND AND NEW PENN

The following are some of the improvements in the Tentative Agreement:

ECONOMIC HIGHLIGHTS

- \$4.00 in wage increases over five years for the vast majority of workers (an 18% increase for most drivers and dockworkers) including a \$1.00 wage increase effective (retroactive to) April 1, 2019 (a 4.5% increase for most drivers and dockworkers).
- Significant increases for dock-only, clerical, maintenance employees, janitors, and porters hired after February 2014 including a minimum of an immediate \$1.00 wage increase retroactive to April 1, 2019.
- CDL employees and mechanics currently in progression will go immediately to the top of their scale at ratification.
- Restoration of the week of vacation that was given up in 2015 (in other words, employees otherwise entitled to four, five and six weeks of vacation per their Supplement) effective April 1, 2019. This will require the three companies to restore approximately 14,000 additional weeks of vacation every year. Eligible employees can take the restored week in a cash payment if so desired.
- Restoration of the former higher payout schedules for vacation (in other words, 1/52, 45 hours, or 50 hours as applicable)
- Protection of health and welfare benefits with no employee premium co-pays. Up to \$0.50 per hour increases each year for most funds. The company agreed to provide other funds with fixed guaranteed amounts to maintain benefits.
- Pension funds with funding improvement plans or rehabilitation plans in effect that require contribution increases each year can receive those increases in accordance with their plans up to 8% each year.
- Enhanced vacation benefits and cash out options for employees in the military who are called up to active duty. [Article 15]

- Unused sick leave for any year will be paid out by January 31 instead of March 31. [Article 38, Section 1]
- Increased moving expenses payable in the event of a change of operations. [Article 8, Section 6]

LANGUAGE HIGHLIGHTS

- Elimination of the MOU structure and a return to a normal contract structure. [See Addendum]
- Elimination of the MOU subcommittee and a return to the traditional grievance committee system. [See Addendum]
- New language totally prohibiting the use of on-board video cameras for disciplinary purposes. [Article 26, Section 2]
- New language totally prohibiting the installation of inward facing cameras in trucks for any purposes. [Article 26, Section 2]
- New language strengthening disciplinary protections against the use of video evidence from outside the vehicles (for example, in the terminal) by eliminating general "dishonesty" as a permissible use and limiting such use to "theft of property, violence or falsification of documents." [Article 26, Section 2]
- New language prohibiting the employer from using electronic equipment, ELDs, cameras or other technology to harass or excessively monitor employees. [Article 26, Section 3]
- New language prohibiting the company from operating "driverless trucks, drones or remotely operated vehicles to move freight over public roads." [Article 32]
- Elimination of the "garnishments" [Article 34] provision which had allowed the company to effectively discipline an employee for multiple garnishments.
- Revised purchased transportation language with improved earning protections as well as the ability for the union, in its sole discretion, to limit or completely cut-off the use of purchased

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- transportation. [Article 29] Improvements include removal of the “red-circle” limitations and instead create protections for all road drivers regardless of hire date, as well as enhanced run-around protection and increased compensation if it occurs.
- Creation of a new non-CDL driving position (also known as a “box truck driver”) designed to decrease the number of local cartage subcontractors, grow the bargaining unit and provide more opportunities for bargaining unit employees to become drivers while at the same time protecting seniority and traditional CDL positions.
 - Creation of dock-only positions at terminals that were previously CDL-only thereby allowing drivers with CDLs to actually drive. CDL drivers could also bid to the dock-only jobs if they choose and maintain their CDL rate of pay.
 - Implementation of the 34-hour restart and 70-hour work week in order to minimize the use of nonunion road purchased transportation and maximize earning potential for bargaining unit drivers. Such changes are 100% voluntary on the part of the driver at all times and the company cannot use the changes to alter or reduce bids. This program is designed to allow the individual driver the flexibility to perform extra work on a weekly basis if the driver so chooses. No driver can be forced to work the additional runs. Again, it is 100% voluntary on the part of the driver.
 - Enhanced Family and Medical Leave benefits stating that the employer cannot force an employee to take scheduled vacation leave as FMLA leave and cannot force the employee to take the last unscheduled week of vacation as FMLA leave. Additionally, all locations of the employers covered by this agreement are covered by the Family and Medical Leave provisions regardless of the size of their terminal or number of employees at the location. [Article 38, Section 3]
 - Improved card-check and neutrality language to allow local unions to organize unorganized workers at locations or operations of the company which are not yet fully organized (for example, office clerical, mechanics, porters, janitors, etc.). [Article 2, Section 3]
 - A written commitment from YRCW acknowledging that job security is a core purpose of this agreement and committing that HENRY Logistics will not be used to divert work away from the bargaining unit.
 - Improved transfer of interest provisions stating that the contract will apply to “any operation or portion thereof” that is sold or transferred. [Article 1, Section 3]
 - New provisions stating that the applicable road steward shall be paid his/her hourly rate for time spent in grievance hearings/meetings with the employer before or after his/her run. [Article 4]
 - Enhanced transfer language [Article 5, Section 5] that allows laid off employees to transfer to hiring locations at any of the three companies covered by the agreement and have moving expenses paid.
 - Significant equipment and safety improvements including but not limited to provisions dealing with ABS warning indicators, improved forklift equipment (tires, lights, mirrors and adjustable seats), and air conditioning in new hostling jockeys (yard goats) in warm weather states. [Article 16, Section 6]
 - Protections against injured employees being forced to perform modified duty if the employee has been prescribed medications that prevent the employee from driving a vehicle or where the treating physician certifies that the employee cannot drive to and from work. [Article 14, Section 2]
 - Express provisions stating that no employee shall be subjected to random drug/alcohol testing unless required by applicable law. [Article 35]

