

**NMATA EASTERN AREA SUPPLEMENTAL AGREEMENT
SUMMARY OF CHANGES
AUGUST 31, 2015**

PART I - GENERAL, TRUCKAWAY, YARD AND SHOP OPERATIONS

ARTICLE 38, SECTION 4 (ADDRESS, PHONE CHANGE)

Modify Section 4 as follows:

A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place at each respective terminal, and shall be available to all employees. In case of a reduction of forces, employees longest in the service of the Employer at each respective terminal shall be retained, in accordance with the seniority provisions set forth in this Agreement and in the Local Riders. A revised seniority list shall be posted and a copy will be furnished to the Union and stewards every month. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure, Article 7.

An employee's failure to protest seniority standing in writing within thirty (30) days of the posting of the seniority list shall constitute acceptance of the posted seniority standing. This provision shall not apply to bona fide, inadvertent or typographical errors arising in the publication of the seniority list.

Address, phone change.

It shall be the responsibility of each employee to notify the Employer, in writing, of home address, home phone, ~~and cell phone number, and email changes.~~

ARTICLE 38, SECTION 8 (ADDITIONAL HELP)

Modify Section 8 as follows:

(a) Where additional help is needed by any Employer at a terminal, over and above that provided for in Section 7 (a) of Article 5 of the National Master Automobile Transporters Agreement, said additional or supplemental work shall be offered to the most senior laid-off employees of the Employer involved, ~~on a voluntary basis.~~ Those employees accepting said supplemental work at another terminal ~~on a voluntary basis~~ shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes. However, when work picks up at the employee's

regular terminal he will be given an opportunity to go back to his regular terminal and, if he elects to remain at the new terminal, then he no longer will hold his terminal seniority position at the old terminal but will remain at the new terminal with terminal seniority as of the date he transferred into the same and his layoff at said new terminal would be in accordance with his terminal seniority. The Employer may utilize email as the exclusive means for offering additional help opportunities to employees.

(b) All laid-off employees will be offered, in company seniority order, additional help work opportunities covered by the Central-Southern and Western Area Supplemental Agreements after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

Employees accepting such additional help opportunity at locations covered by the Central-Southern or Western Area Supplemental Agreements will be assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work opportunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing pursuant to Article 5, Section 7 (a) (3) of the Master Agreement.

Employees accepting such additional work opportunity at locations covered in this Section shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.

(c) Laid-off employees transferred under (a) and (b) above shall have an unqualified right to return to their old terminal upon giving fifteen (15) days notice to the Employer, in writing, of their intent to return to their old terminal or when they are laid off at foreign terminal or recalled to their old terminal whichever occurs first.

(d) It will not be necessary for the Employer to transfer an employee or for a laid-off employee to return to his former terminal under Section 8 (a) above, if the work available is for less than thirty (30) days.

(e) Laid-off employee(s) to qualify for transfer as called for above must designate to the Employer, in writing, his willingness to accept a work assignment at another company terminal and/or branch in his regular classification or in another classification in which he is qualified by experience with the company to perform the work. The Employer will supply a form at time of layoff. If offered additional help at an elected terminal, the employee must accept the additional help offer.

ARTICLE 42, SECTION 1 (USE OF OUTSIDE EQUIPMENT)

Modify Section 1 as follows:

Recognizing the need for maximum utilization of equipment, it is agreed that equipment from other terminals of the same company may be used consistent with Article 39, or as set forth below:

(a) In the event a driver is dispatched into a foreign terminal on a multiple trip assignment ~~on a voluntary basis~~, he shall comply with the local dispatch rules which prevail at that terminal.

(b) An Employer shall not utilize this Article to eliminate the exchanging of loads between terminals or drying up the business at any terminal.

The following established rules will provide for the following principles:

(1) After two (2) dispatches from a foreign terminal, the driver's third dispatch is to be dispatched in the direction of and closest to his home terminal unless prehooked; and/or

(2) an area designated by the parties as a "free zone"; and/or

(3) a trip predesignated by the Employer at the driver's home terminal.

The above-referenced two (2) dispatches must have been made available to the domiciled drivers at the dispatching terminal. The foregoing will not preclude a driver from voluntarily picking additional trips away from his home terminal.

(c) To create equitable treatment of each terminal affected by this Article, an Employer utilizing this Article shall insure the equitable distribution of loads within its system.

The Employer shall give to the Local Union each month a list of loads given by that terminal to other locations and loads received by that terminal from other locations. Any Employer who fails to provide such reports for three (3) consecutive months will not be permitted to utilize the provisions of this Article until all such reports are provided.

Should any affected Local Union involved in this Article feel that any particular carrier is abusing the utilization which was granted it shall have the right to file a complaint under

the grievance procedure of the contract. After full investigation and review of all evidence presented the grievance committee shall have the authority to deny to any carrier the right to utilize this Article of the Agreement.

~~Disputes arising under this Article will be subject to review only by the Eastern Area Automobile Transporters Joint Arbitration Committee and National Automobile Transporters Joint Arbitration Committee, irrespective of Article 7, Sections 9(a) and 13 of the National Master Automobile Transporters Agreement. If such Committee is deadlocked on any dispute raised, this Article 42 shall become null and void and the parties shall revert back to the Article 42 language of the 2003 through 2008 contract.~~

Absent an agreement with the Companies and Local Unions involved, there will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.

Employers may make some dispatches into and out of areas where employees are currently on layoff; provided, however, such dispatches shall not exceed twenty percent (20%) of a terminal's loads each week. It is the expressed intent of the parties that these loads be equally allocated to the greatest possible extent. It is understood that this constitutes only a temporary suspension of the restrictions on backhauling when drivers with two (2) years terminal seniority are on layoff; provided, further that if drivers at a location have accepted additional help opportunities, they would not be deemed to be laid off at a terminal or where the Employer has notified the Local Union that a layoff is caused by a permanent loss of business. The parties agree that the Teamsters National Automobile Transporters Industry Negotiating Committee may reopen the terms of this Article if the Committee determines that the status of the industry has substantially improved as compared to the date of the ratification of this Agreement. Any such notice must be given at least sixty (60) days prior to the May 31st anniversary dates set forth in Article 35 of this Agreement. The Teamsters National Automobile Transporters Industry Negotiating Committee reserves the right to take economic action if the parties are unable to agree to modifications of this Article.

ARTICLE 42, NEW SECTION 6 (USE OF OUTSIDE EQUIPMENT)

Insert new Section 6 as follows:

Section 6.

Any Parent or Employer must be fully signatory to the National Agreement of NMATA and the NMATA Work Preservation Agreement and fully signatory to the Eastern Supplement or fully signatory to the Central-Southern Area Supplement or the Western

Area Supplement and operating under conditions similar to those referenced herein, to utilize Article 42.

ARTICLE 46, SECTION 8 (FILLER LOADS)

Modify Section 8 as follows:

When a driver leaves a terminal with a full load and delivers one (1) or more vehicles to a consignee and then proceeds to another terminal or point of pickup and loads additional vehicles destined towards his original destination, said additional vehicles loaded at the secondary point shall be considered as a filler load. In such instances, the drivers shall be paid as follows: twenty-five percent (25%) of gross revenue.

(a) Loading Pay. The progressive loading rate is the total of all vehicles on the filler load;

(b) Mileage Pay. The total progressive mileage rate based on the aggregate of units involved on the filler load from the point of origin to the final destination;

(c) Skid Drops. The total progressive skid drops from the point of origin to the final destination.

ARTICLE 48, SECTION 14 (TOOL ALLOWANCE)

Modify 4th paragraph of Section 14 as follows:

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum liability shall not exceed \$10,000.00, fifteen thousand dollars (\$15,000.00). The mechanic must submit a signed, written and dated inventory to the Employer in order to qualify for this insurance coverage, subject to the Employer verification.

ARTICLE 51, SECTION 1 (HOLIDAYS)

Modify Section 1 as follows:

Employees shall be paid for the following holidays:

New Year's Day; Memorial Day; Independence Day; Labor Day; Good Friday; ~~Presidential Election Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; Christmas Day and, effective June 1, 1980, one (1) additional for drivers hired prior to September 1, 2015, two (2) paid holidays~~ in the form of a personal holiday and for drivers hired after September 1, 2015, one (1) personal holiday., which ~~Personal holiday(s)~~ can be taken with seven (7) days' advance notice to the Employer subject to the guidelines issued by the National Negotiating Committee.

Should any of the above-named holidays fall on Sunday, the following Monday shall be observed as the holiday.

ARTICLE 51, SECTION 2 (HOLIDAYS)

Modify Section 2 as follows:

In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must be available to work the regular scheduled workday which immediately precedes ~~or~~ and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed. If an employee is absent for not more than thirty (30) days ~~six (6) months~~ due to illness or off-the-job injury, or ~~for a period not exceeding twelve (12) months due to on-the-job injury~~, he will be considered available for work and will be entitled to holiday pay.

ARTICLE 51, SECTION 4 (HOLIDAYS)

Delete Section 4 in its entirety and renumber remaining sections.

ARTICLE 55, SECTION 1 (WORKDAY – WORKWEEK HOURLY RATED EMPLOYEES)

Modify Section 1 as follows:

All hourly rated employees shall work consecutive daily hours. Whenever any hourly rated employee is ordered to report for work and does report at the time specified such employee shall be guaranteed not less than eight (8)-hours' earning opportunity on the day of reporting.

For all hourly rated employees the workweek shall consist of five (5) consecutive eight (8)-hour days; overtime to be paid for all hours worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) workweek. All work performed by hourly rated employees on the sixth (6th) day of the workweek shall be compensated for at the overtime rate of time and one-half (1-1/2). All work performed by hourly rated employees on the seventh (7th) day of the workweek and/or holidays shall be compensated for at two (2) times the normal straight-time rate of pay. Whenever any hourly rated employee is ordered to report for work on the sixth (6th) or seventh (7th) day of the workweek and/or holiday and does report at the time specified, such employee shall be guaranteed eight (8) hours earning opportunity, at the applicable premium rate unless otherwise provided in the applicable Local Rider.

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union to establish a non-traditional workweek(s) for hourly rated employees, ~~provided no employee will be scheduled to work both Saturday and Sunday.~~

Employees working four (4) consecutive ten-(10) hour shifts shall be paid time and one-half (1-1/2) the applicable hourly rate after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5th) day worked of the workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6th) and/or seventh (7th) day worked of the workweek.

This subsection does not prohibit a Local Union and an Employer from negotiating terms and conditions for a non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

Existing non-traditional workweek and premium pay agreements in effect as of the date of ratification shall remain in effect subject to the right of the parties to change by mutual agreement.

ARTICLE 55, SECTION 2 (WORKDAY – WORKWEEK OVERTIME)

Modify Section 2 as follows:

Employees shall be required to work a reasonable amount of overtime in addition to their normal workday and on weekends. The Employer shall give reasonable notice of overtime when possible. Overtime will be afforded by seniority order but if less than a full work force is required for overtime, the necessary number of junior employees will be required to work the overtime.

No employee shall be required to work more than ten (10) hours on any one (1) eight (8) hour shift or twelve (12) hours in any ten (10) hour shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God, and/or unusually heavy releases by the shipper. Employees shall be required to work whatever hours the release gate is open or are required to meet customer needs. Shifts for yard and rail employees may be adjusted to mirror plant/customer schedules. Start times may be adjusted up to four (4) hours daily, based upon customer needs.

In the event the Employer requires employees to work an unreasonable amount of overtime and abuses the rights afforded herein, it shall be considered a proper subject matter for the grievance procedure. The Employer will not use extra or casual employees for the purpose of depriving regular employees of overtime.

ARTICLE 58 (TERMINATION CLAUSE)

Modify Article 58 as follows:

In the event any Employer, excluding driveaway operations, opens a terminal in, or obtains port traffic or yard business originating in, any of the states covered by the Eastern Area Supplemental Agreement during the term of this Agreement, either party may reopen the Eastern Area Supplemental Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of this Supplemental Agreement affected by such action. Thereafter, the affected Local Unions represented by Teamsters National Automobile Transporters Industry Negotiating Committee (TNATINC), and the Employer(s), represented by the National Automobile Transporters Labor Division (NATLD), shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

EASTERN AREA PART I (GENERAL, TRUCKAWAY, YARD AND SHOP OPERATIONS) MEMORANDUM OF UNDERSTANDING RE: ARTICLE 38, SECTION 4 AND SECTION 8 SUBMITTED ON BEHALF OF NATLD EMPLOYERS AND ACCEPTED BY TNATINC EASTERN REPRESENTATIVES AS FOLLOWS:

June 26, 2015

Bill Alexander
TNATINC Eastern Region Co-Chairman

Dear Mr. Alexander:

During the course of our negotiations, the Employers and the Union discussed modifications to Article 38, Section 4 related to employees notifying the Employer of any email changes and Article 38, Section 8 related to the Employer's ability to utilize email as the exclusive means of offering additional help opportunities to employees and requiring that if an employee is offered additional help at an elected terminal, the employee must accept the additional help offer.

As part of the discussions related to these contract amendments, the Employer acknowledge that there may be some employees who do not have email. In those circumstances, the Employer acknowledged that it would utilize an alternative method for recall including but not limited to text message or phone call.

It was agreed and understood that laid off employees offered additional help at an elected terminal are expected to accept the additional help offer. In the event an employee refuses to accept an additional help offer, he will not be terminated. However, the employee will be disqualified from any further additional help opportunities until such time he is recalled to his home terminal. Furthermore, the employee will not be considered laid off for purposes of the 20% restriction set forth in Article 42, Section 1. The Employers acknowledge that there may be extenuating circumstances from time to time that could affect an employee's ability to accept an additional help offer. In the event such extenuating circumstances occur, the Employer would exercise its discretion to allow that employee to pass the additional work assignment without forfeiting any future additional help opportunities.

The parties discussed circumstances where an employee accepts an additional help offer but due to circumstances may not be able to immediately report for duty. The Employers acknowledge that, absent an immediate need, an employee could be given up to two weeks to report for duty consistent with the guidance in Article 38, Section 2(7). Employees not reporting will be considered as having refused an additional help offer.

It was further acknowledged by the parties that there may be circumstances where the Employer's needs are immediate and cannot wait for an employee who accepts additional help to report for duty at a later date. In those circumstances, the employee could be passed over for the additional help offer and would not forfeit future additional help opportunities.

PART II - DRIVEAWAY

ARTICLE 59, SECTION 1 (SCOPE OF AGREEMENT)

Modify Section 1 as follows:

This Part II encompasses driveaway operations located within the Eastern Area.

Article 5 of the National Agreement shall not be applicable outside the Eastern Area. Article 2, Sections 5 and 7 shall not be applicable to this Part II Eastern Driveaway Supplement.

ARTICLE 60, SECTION 1 (NEW EMPLOYEES)

Modify Section 1 as follows:

Any employee hired as a casual or part-time worker shall not become a seniority employee, ~~under these provisions where it has been agreed by the Employer and the Local Union, in writing, that he was hired for casual or part-time work.~~ A list of employees with their hiring dates and social security numbers will be furnished to the Local Union.

Casual and part-time employees shall be given an opportunity to qualify as regular employees if available when needed and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment and shall accumulate seniority from the date of regular employment.

~~It shall be a proper subject for Rider negotiations to~~ The Employer shall establish an efficient procedure to dispatch probationary employees to assure a proper continuation of their training and to establish negotiate training rates of pay. ~~If the parties cannot reach agreement, either party can request the assistance of the appropriate Area Committee.~~

ARTICLE 60, SECTION 3 (CHANGE OF ADDRESS)

Modify Section 3 as follows:

It shall be the responsibility of each employee to notify the Employer, in writing, of all address, email or home phone number changes.

ARTICLE 62, SECTION 1 (SENIORITY)

Modify Section 1 as follows:

Seniority rights for employees as provided under this Part II and all agreements supplemental hereto, shall prevail. Seniority shall only be broken by discharge, voluntary quit, more than a four (4)-year ~~seven (7)-year~~ layoff, unless otherwise provided herein, or as the appropriate Area Arbitration Committee may direct during the fourth (4th) ~~seventh (7th)~~ year.

The extent to which seniority shall be applied as well as the methods and procedures of such application shall be clearly set forth, in writing, in this Part II including approved Local Riders.

Terminal seniority shall prevail to the extent to which it is set forth, in writing, in this Part II including approved Local Riders except as provided for herein.

ARTICLE 62, SECTION 2 (TERMINAL LAYOFFS)

Modify Section 2(b) as follows:

(a) The Employer agrees to promptly lay off the employees at the bottom of the seniority list in the event of a reduction in volume of business consistent with good business practices.

Recall From Layoff

(b) Employees may be recalled by phone or email; ~~if the employee is not reached by phone, the Employer shall notify the employee by certified mail and~~ the employee shall notify the Employer of intent to return to work within three (3) days of receipt of notice. If the laid-off employee has another job or has made verifiable arrangements that prevents return to work within the three (3) days, then the employee may be afforded ~~can take~~ up to fourteen (14) days to return to work.

ARTICLE 62, SECTION 4 (ADDITIONAL HELP)

Modify Section 4 as follows:

(a) Where additional help is needed by any Employer at a terminal, including terminals of commonly owned Employers signatory to this Part II, over and above that provided for in Section 7(a) of Article 5 of the National Master Automobile Transporters

Agreement, said additional or supplemental work shall be offered to the oldest laid-off employees of the Employer involved, ~~on a voluntary basis~~. Those employees accepting said supplemental work at another terminal ~~on a voluntary basis~~ shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes. However, when work picks up at the employee's regular terminal, he will be required ~~given an opportunity to~~ go back to his regular terminal and, will ~~if he elects to remain at the new terminal, then he~~ no longer ~~will hold his terminal seniority position at the old terminal but will remain at the new terminal with terminal seniority as of the date he transferred into the same and his layoff at said new terminal would be in accordance with his terminal seniority.~~

(b) Laid-off employees transferred under (a) above must remain at the new terminal until such time as they are laid off or called back to their old terminal. ~~An employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee refuses recall to that particular terminal or otherwise loses seniority under any Article of this Part II.~~

~~(c) It will not be necessary for the Employer to transfer an employee or for a laid-off employee to return to the former terminal under Section 4(a) above, if the work available is for less than thirty (30) days.~~

~~(d) (1) At terminals with a common seniority list, a transfer will be offered by seniority to regular qualified employees regardless of classification position to be filled.~~

~~(2) At terminals with separate seniority lists, a transfer will be offered by seniority within classification before offer is made to other qualified employees.~~

~~(3) (c) Laid off probationary employees shall not have additional help rights under this Article.~~

~~(e) (d) Laid-off employees to qualify for transfer as called for above must designate to the Employer, in writing, their willingness to accept a work assignment at another company terminal and/or branch in their regular classification or in another classification in which they are qualified by experience with the Employer to perform the work. The Employer will supply a form at the time of layoff.~~

~~(f) (e) Employees seeking to transfer to other facilities must designate, in writing, at time of layoff which facilities they will or will not transfer to at the time of layoff. Employees will be offered a particular location only one (1) time during their layoff period.~~

If offered additional help at an elected facility, the employee must accept the additional help offer.

(g)-(f) All laid-off employees will be offered, in company seniority order, additional help work opportunities covered by the Central-Southern and Western Area Supplemental Agreements after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

Employees accepting such additional help opportunity at locations covered by the Central-Southern or Western Area Supplemental Agreements will be assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work opportunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing pursuant to Article 5, Section 7 (a) (3) of the Master Agreement. Employees accepting additional help outside of the Eastern Area shall be paid in accordance with this Eastern Area Driveaway Supplement. Employees covered by the Central-Southern or Western Area Supplemental Agreements accepting additional help and other work opportunities within the Eastern Area shall be paid in accordance with this Eastern Area Driveaway Supplement.

~~Employees accepting such additional work opportunity at locations covered in this Section shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.~~

Laid-off employees transferred under (a) above must remain at the new terminal until such time as they are laid off or called back to their old terminal.—~~An employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee refuses recall to that particular terminal or otherwise loses seniority under any Article of this Part II.~~

ARTICLE 65 (EXAMINATIONS AND IDENTIFICATION FEES)

Modify Article 65 as follows:

Section 1.

All classifications of work covered by this Part II Driveaway Supplement shall be subject to substance abuse testing in accordance with Article 30, Section 14 of the National Agreement.

Section 2.

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations, except for chauffeurs' and operators' licenses in the city or state where driver is employed. The Employer shall pay for all other such chauffeurs' licenses and examinations. Employees will not be required to take examinations during their working hours. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two (2) year period, the employee will be paid for all time spent at the place of examination except in the case of the first (1st) physical. The Employer reserves the right to select its own doctor and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor whose decision shall be final and binding on both parties. The selection of the third (3rd) doctor shall be made within seven (7) days. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

Where employees are injured on the job and are referred to a specialist by the Employer's doctor, if the specialist approves them to go back to work, they should be put to work at once or the Employer will be liable for eight (8) hours' pay for each day that the Employer keeps them off after receiving the specialist doctor's report.

An employee is required to go to the doctor selected by the Employer.

Section 3.2.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification shall be borne by the Employer.

ARTICLE 66 (LODGING)

Modify Article 66 as follows:

Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from the home terminal, provided bona fide receipt is given to the Employer by the employee. The Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon.

The Employer shall promptly reimburse the driver at the completion of the trip for all bona fide lodging receipts submitted to the authorized Employer personnel on duty.

The Employer and the Local Union may mutually negotiate a per diem rate for lodging expenses, ~~in their respective Local Riders.~~

ARTICLE 67 (REPORTING AND DISPATCH TIME)

Modify Article 67 as follows:

All drivers must report for work within two (2) hours after being notified by the Employer to so report, provided that such driver has had a legal rest period, ~~unless otherwise agreed to. Local dispatch procedure shall prevail.~~ No driver shall be penalized for refusing to go out on the following legal holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. This paragraph does not apply to local operations.

If a driver is given a trip subsequent to dispatch ~~and the same is toward or beyond the home terminal,~~ the driver must take same. ~~If the trip is not in the direction of the home terminal, however, it will be the driver's option whether or not to accept the trip.~~

ARTICLE 68, SECTION 1 (VACATIONS)

Modify Section 1 as follows:

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have worked twelve (12) months for the first (1st) year and each year thereafter up to the ~~(3rd) third~~ (4th) fourth year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed four (4) ~~three (3)~~ years ~~and worked ten (10) months of the third (3rd) year~~ and for each year thereafter up through ~~to~~ the tenth (10th) ~~ninth (9th)~~ year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed ten (10) ~~nine (9)~~ years ~~and worked ten (10) months of the ninth (9th) year~~ and for each year thereafter up through ~~to~~ the fifteenth (15th) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years ~~and worked ten (10) months of the fifteenth~~

~~(15th) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20th) year.~~

~~_____ (b) Employees will be allowed to take two (2) weeks of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:~~

~~_____ (1) Employees must be eligible for one (1) or more weeks vacation.~~

~~_____ (2) Employee must give seven (7) days written notice to his/her Employer. The Employer must respond in writing within forty eight (48) hours, excluding Saturdays, Sundays or holidays.~~

~~_____ (3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.~~

~~_____ (4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.~~

~~_____ (5) An employee will be allowed to use only two (2) weeks of vacation one day at a time during the vacation year.~~

~~_____ (6) Employee must notify his/her Employer (Article 68, Section 3) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.~~

~~_____ (7) The Local Union and Employer will use this section unless mutually agreed otherwise.~~

~~(b) (8) Notwithstanding the provisions of Section 3(a) above, when t The employee takes the first segment of such segmented vacation, he/she will be paid for a full week's vacation in the payroll period prior to the employee's first scheduled vacation segment. The remaining segments shall be taken without pay.~~

(c) To qualify for the first (1st) vacation, the employee must be employed for twelve (12) months and be on the active seniority list at the end of the first (1st) twelve month period. If the employee is not on the active seniority list at the end of the first (1st) twelve month period, the employee shall be eligible to receive the first vacation when the employee returns to the active seniority board; ~~to qualify for each vacation period thereafter, it is sufficient if the employee works ten (10) months out of the twelve (12)-month period, but in no event can the employee earn more than one (1) vacation in each twelve (12)-month period.~~

(d) Any employees who have quit, or been discharged, or laid off ~~before they have worked ten (10) months~~ shall be entitled to the vacation pay earned on a pro rata basis provided they have worked the first (1st) full year. Employees who are laid off and are eligible for any vacation benefits under this Section shall not receive their vacation pay until their vacation anniversary date.

ARTICLE 68, SECTION 2 (VACATIONS)

Modify Section 2 as follows:

The vacation pay shall be computed on the basis of forty (40) hours per week ~~two percent (2%) of the annual earnings of employees for said twelve (12)-month period and a like amount for each additional week's vacation;~~ only regular employees on the seniority list shall be eligible for vacation pay.

ARTICLE 68, SECTION 6 (VACATIONS)

Delete Section 6 in its entirety and renumber remaining sections.

ARTICLE 69, SECTION 1 (HOLIDAYS)

Modify Section 1 as follows:

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, ~~day following Thanksgiving Day,~~ Christmas Eve, Christmas Day, New Year's Day, Memorial Day, ~~Good Friday,~~ and a personal day.

ARTICLE 69, SECTION 2 (HOLIDAYS)

Modify Section 2 as follows:

All employees, except probationary employees, who are available for work preceding

and ~~or~~ following an observed holiday shall be paid eight (8) hours at the hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or ~~for a period not exceeding six (6) months due to on-the-job injury~~, he is considered to be available for work.

If employees (excluding road drivers) are required to work on any of these days, they shall receive their normal rate of pay for the time worked in addition to the eight (8) hours' holiday pay.

Drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide more than a total of twelve (12) straight-time hours of holiday pay.

Drivers will receive twelve (12) hours' pay when driving on the named holidays in addition to compensation for miles driven.

If a driver, through no fault of his/her own, is forced to travel via air transportation on a paid holiday, the driver will be considered eligible for the applicable four (4) hour holiday pay.

ARTICLE 70 (PENSION AND HEALTH & WELFARE PAYMENTS AND 401(K))

Modify Article 70 as follows:

Section 1.

During the life of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour to a maximum of seven hundred fifty dollars (\$750.00) per month toward single person health insurance coverage for full-time regular employees. Coverage shall commence after thirty (30) days of non-probationary employment. The type of coverage shall be worked out between the Employer and Local Union. Casual or extra employees shall not be entitled to health insurance.

If permitted by the agreed upon insurance provider, an employee who is otherwise covered by medical insurance, such as through a spouse's policy may opt out of the Employer's health insurance coverage and receive in lieu thereof two hundred fifty dollars (\$250.00) per month to a maximum of three thousand dollars (\$3,000.00) per year payable the first full pay period in December.

In order to opt out of coverage an employee must do so in writing on a form provided by the Employer and must provide the Employer with acceptable proof that the employee is

covered by other insurance. Employees who lose their coverage may be added back to the Employer's hospitalization coverage, subject to all plan rules.

~~The Employers agrees to make the following maximum increased contributions into each Health and Welfare Plan and each Pension Plan of the respective Local Union parties hereto, as follows:~~

~~———— (a) Beginning August 1, 2011, the Employer shall contribute to a Pension Fund the sum of sixty-eight dollars and forty cents (\$68.40) per day for each day worked, to a maximum of five (5) days per week or three hundred forty-two dollars (\$342.00).~~

~~By execution of this Part II, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund agree that one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week of the pension contribution required under this Article shall be allocated to a separate account established by the Board of Trustees pursuant to Section 401 (h) of the Internal Revenue Code for the purpose of providing prescription drug benefits or such other benefits as determined by the Board of Trustees to Medicare eligible participants of the Central States Pension Fund who work and retire under this Part II and who otherwise meet the eligibility requirements of the pension plan.~~

~~———— (b) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless specifically stated otherwise in this Part II.~~

~~———— (c) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.~~

~~———— (d) During the life of this Agreement, the Employer shall continue to make contributions to the appropriate Health and Welfare and Pension Funds in such amount as is determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.~~

~~By the execution of this Part II, the Employers party to this Part II agree to enter into appropriate trust agreements necessary for the administration of such funds, 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.~~

Section 2.
Pension.

The Employer shall contribute three percent (3%) maximum to the Teamsters 401(k) Plan or Defined Contribution Plan on behalf of each eligible employee as agreed upon by the Employer and Local 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 contributions for a period of four (4) weeks.~~

If an employee is injured on the job, the Employer shall continue to pay the required health insurance contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) ~~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 insurance & ~~welfare and 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 health & welfare and pension fund, regardless of whether the equipment rental is at the minimum rate or more.~~

~~Contributions to the health & welfare and pension fund must be made for each week on each regular or extra employee, even though such employees may work only part time under the provisions of this Part II, including weeks where work is performed for the Employer but not under the provisions of this Part II, and although contributions may be made for those weeks into some other health & welfare and pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Part II shall not be covered by the provisions of this paragraph. The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Eastern Area (Part II - Driveaway) Supplemental Agreement are eligible to participate in the health & welfare and pension program provided for under this Article.~~

~~When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.~~

~~Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Area Joint Arbitration 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 Area Joint Arbitration 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 Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.~~

~~The Employer shall make contributions into the applicable pension fund in the maximum amount agreed to as established by the applicable pension fund for casual or extra employees. The pension fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on the employee's behalf.~~

Section 3.

~~The Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH & WELFARE AND PENSION FUNDS.~~

~~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 Part II, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Part II 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) whom the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.~~

ARTICLE 71, SECTION 2 (PAY CONDITIONS - PAYDAY)

Revise Section 2 as follows:

Employees' payday shall be no later than the ending of the last weekly, bi-weekly or bi-monthly pay period except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours, a supplemental method of payment will be made. Unless changed by mutual agreement of the Local Union and the Employer, the current one-week holdback shall remain in effect.

ARTICLE 71, SECTION 3 (PAY CONDITIONS)

Revise Section 3 as follows:

The Employer agrees to itemize paychecks, including deductions, ~~and individually place the checks in sealed envelopes, unless otherwise agreed.~~

ARTICLE 71, SECTION 4 (PAY CONDITIONS)

Revise Section 4 as follows:

The drivers and garage and yard employees shall be paid weekly, unless mutually agreed otherwise. However, the Employer may have a holdback of two (2) weeks subject to approval of the ~~appropriate Area Joint Arbitration Committee.~~

ARTICLE 71, SECTION 5 (PAY CONDITIONS)

Revise Section 5 as follows:

~~Direct deposit will be available for employees at the employee's request. The Company may utilize direct deposit.~~ will make this request available as soon as possible.

ARTICLE 73 (SPECIAL DRIVERS)

Delete Article 73 in its entirety and renumber remaining Articles.

ARTICLE 74, SECTION 2 (LAYOVERS, BREAKDOWNS OR IMPASSABLE HIGHWAYS) (FORMERLY ARTICLE 75)

Modify Section 2 as follows:

When drivers are delayed through no fault of their own, such as weather conditions, waiting over weekends and/or holidays, impassable highways or breakdowns, or unnecessary delays at terminals or destinations, ~~to included delays at Canadian or Mexican borders,~~ they shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except where an employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten

(10) hour driving period as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the drivers shall be paid for all time while delayed, and further provided that the driver shall present upon return or completion of trip claim for waiting time where the Employer has personnel on duty to receive same.

(a) When a driver breaks down on the initial leg of a trip, he/she shall receive the difference between the hours he/she had actually driven on that day and ten (10) driving hours (i.e.: the balance of ten (10) hours) whether the breakdown occurs on the first day of that leg of the trip in a subsequent day. Thereafter, driver shall be paid eight (8) hours for every twenty-four (24) hours that pass until the truck is repaired. If a subsequent breakdown occurs on the same leg of the trip, or on any subsequent leg of the trip, the driver shall receive the balance of eight (8) hours pay for that day.

(b) The above application would also be used if the driver experiences another breakdown on a second or third leg of a trip, it being the intent that the balance of the ten (10) hour rule would be applicable only one time on each leg of the multiple leg trip.

(c) Any delay time or breakdown time is to be included in the paycheck for the pay period within which it is reported or no later than the next pay period. ~~Any Employer failing to comply with this Section shall pay a penalty of seven dollars and fifty cents (\$7.50) to each employee involved.~~

The driver must be advised, in writing, within five (5) days excluding Saturdays, Sundays and holidays, of any contested delay time or breakdown time.

ARTICLE 74, SECTION 4 (PAID-FOR TIME) (FORMERLY ARTICLE 75)

Modify Section 4 as follows:

When a driver has returned from a trip and has turned in equipment (plates, permits, etc.) and completed paper work (trip sheets, logs, etc.) at the terminal, the Company shall make a reasonable effort to notify the driver of layoff prior to the next dispatch. ~~Failure to make a reasonable effort to notify the driver of layoff will result in the driver being paid six (6) hours pay in the event the driver subsequently reports to the terminal for dispatch.~~

ARTICLE 74, SECTION 5 (FUELING) (FORMERLY ARTICLE 75)

Modify Section 5 as follows:

Effective upon ratification of this Agreement, driveaway drivers will be paid fifteen (15) minutes for each required fueling. All compensated fuel stops must be properly logged and documented on driver check-in sheet with all fuel receipts attached.

~~Upon submission of a valid receipt, drivers will be paid an additional \$3.00 for each time required to add D.E.F. to the fuel of the drive truck.~~

ARTICLE 74, NEW SECTION 6 (PAID-FOR TIME) (FORMERLY ARTICLE 75)

Insert new Section 6 as follows:

Section 6.

Drivers will be paid fifteen (15) minutes for crossing into Canada and fifteen (15) minutes for crossing into the United States.

**ARTICLE 75 (UNDECKING PAY FORMERLY ACCESSORIAL CHARGES)
(FORMERLY ARTICLE 76)**

Modify Article 75 as follows:

**ARTICLE 75.-76.
UNDECKING PAY
ACCESSORIAL CHARGES**

Section 1.

The following fixed rates shall apply for the undocking:

<u>2-way</u>	<u>=</u>	<u>\$45.00</u>
<u>3-way</u>	<u>=</u>	<u>\$65.00</u>
<u>4-way</u>	<u>=</u>	<u>\$85.00</u>

~~The accessorial rates are increased 1.32% on June 1, 2011, 1.31% on June 1, 2012, 1.51% on June 1, 2013 and 1.69% on June 1, 2014.~~

Section 2.
Governors, Baffle Plates

~~_____ (a) If drivers are required to install or remove governors and/or return the same, they shall be paid as follows:~~

_____ 6/1/11 _____	_____ \$4.03 _____
_____ 6/1/12 _____	_____ \$4.08 _____
_____ 6/1/13 _____	_____ \$4.14 _____
_____ 6/1/14 _____	_____ \$4.21 _____

~~_____ (b) If drivers are required to install and/or remove baffle plates and/or return the same, they shall be paid as follows:~~

_____ 6/1/11 _____	_____ \$3.11 _____
_____ 6/1/12 _____	_____ \$3.15 _____
_____ 6/1/13 _____	_____ \$3.20 _____
_____ 6/1/14 _____	_____ \$3.25 _____

Section 3.
Brakes—Lights

All present established practices pertaining to installation of brakes and lights shall continue. Drivers required to install or remove brakes, including hoses, shall be paid for such work as follows:

_____ 6/1/11 _____	_____ \$4.53 _____
_____ 6/1/12 _____	_____ \$4.59 _____
_____ 6/1/13 _____	_____ \$4.66 _____
_____ 6/1/14 _____	_____ \$4.74 _____

Section 4.
Towbars, Hook or Unhook

~~_____ (a) When a driver is required to hook up a towbar unit, the rate paid for each hookup in addition to his mileage rates shall be as follows:~~

_____ 6/1/11 _____	_____ \$11.06 _____
_____ 6/1/12 _____	_____ \$11.20 _____
_____ 6/1/13 _____	_____ \$11.37 _____
_____ 6/1/14 _____	_____ \$11.56 _____

~~(b) When a driver is required to unhook towbars at destination, the rate paid shall be as follows:~~

6/1/11	\$9.05
6/1/12	\$9.17
6/1/13	\$9.31
6/1/14	\$9.47

**Section 5.
Saddle or Bolster Mount**

~~(a) When a driver is required to hook up saddle mount or bolster away from company terminal, the rate paid shall be as follows:~~

6/1/11	\$13.27 (per deck)
6/1/12	\$13.44 (per deck)
6/1/13	\$13.64 (per deck)
6/1/14	\$13.87 (per deck)

~~(b) When the hookup, saddle mount or bolster is accomplished at the company terminal by the driver, the rate paid shall be as follows:~~

6/1/11	\$13.27 (per deck)
6/1/12	\$13.44 (per deck)
6/1/13	\$13.64 (per deck)
6/1/14	\$13.87 (per deck)

~~(c) When a driver is required to dismount, saddle mount or bolster mount at destination, the rate paid shall be as follows for dismounting:~~

6/1/11	\$11.06 (per deck)
6/1/12	\$11.20 (per deck)
6/1/13	\$11.37 (per deck)
6/1/14	\$11.56 (per deck)

**Section 6.
Full Mounts**

~~When a driver is required to dismount full mounts, the driver shall be paid as follows in addition to his regular wages:~~

6/1/11	\$23.97
6/1/12	\$24.28
6/1/13	\$24.65
6/1/14	\$25.07

~~A full mount vehicle shall be considered to be one unit in a combination.~~

~~Section 7.~~
~~Drive Shafts~~

~~(a) When a driver is required to remove a drive shaft, the rate paid shall be as follows:~~

6/1/11	\$3.11
6/1/12	\$3.15
6/1/13	\$3.20
6/1/14	\$3.25

~~(b) When a driver is required to replace a drive shaft, the rate paid shall be as follows:~~

6/1/11	\$3.11
6/1/12	\$3.15
6/1/13	\$3.20
6/1/14	\$3.25

~~Section 8.~~
~~Batteries~~

~~When a driver is required to install, remove and ship batteries, the rate paid shall be as follows for each physical battery as follows:~~

6/1/11	\$4.03
6/1/12	\$4.08
6/1/13	\$4.14
6/1/14	\$4.21

~~Section 9.~~
~~Axle Shafts~~

~~(a) When a driver is required to remove axle shafts, the rate paid shall be as~~

follows:

6/1/11	\$3.11
6/1/12	\$3.15
6/1/13	\$3.20
6/1/14	\$3.25

~~(b) When a driver is required to replace axle shafts, the rate paid shall be as follows:~~

6/1/11	\$3.11
6/1/12	\$3.15
6/1/13	\$3.20
6/1/14	\$3.25

**Section 10.
Tandems**

~~(a) When a driver is required to tie-up tandems, the rate paid shall be as follows:~~

6/1/11	\$4.03
6/1/12	\$4.08
6/1/13	\$4.14
6/1/14	\$4.21

~~(b) When a driver is required to untie tandems, the rate paid shall be as follows:~~

6/1/11	\$4.03
6/1/12	\$4.08
6/1/13	\$4.14
6/1/14	\$4.21

**Section 11.
Split Deliveries**

~~Drivers shall be paid a flat rate for each delivery after the delivery, except when the Employer pays the highest combination rate to the final destination, but in no event less than provided below:~~

6/1/11	—	\$6.01
6/1/12	—	\$6.00
6/1/13	—	\$6.18
6/1/14	—	\$6.28

**Section 12.
Dismounting Wheels**

~~When drivers are required to mount or dismount wheels with tires mounted, size 8 x 25 or larger, they shall be paid a flat rate per wheel per operation for such work as performed by the driver, as follows:~~

6/1/11	—	\$3.89
6/1/12	—	\$3.94
6/1/13	—	\$4.00
6/1/14	—	\$4.07

**Section 13.
Installation of Mud Flaps**

~~Drivers are to be paid as follows for each installation of mud flaps:~~

6/1/11	—	\$3.89
6/1/12	—	\$3.94
6/1/13	—	\$4.00
6/1/14	—	\$4.07

**Section 3-14.
Deadheading**

It is understood that the driveaway minimum wage shall be computed upon the basis of the total miles traveled upon a given trip from and to the home terminal and the driver employee will be paid on not less than one-half (1/2) total mileage of such round trip, if other than public transportation is used. Regular mileage rates of pay shall apply to miles traveled in excess of miles driven on trip.

Section 15.

~~When a driver is required to hook or unhook heavy duty military towbars, the driver will be paid two (2) hours' pay at the current hourly rates.~~

ARTICLE 76 (DAILY GUARANTEE) (FORMERLY ARTICLE 77)

Modify Article 76 as follows:

Regular drivers who are called to work and put to work shall be guaranteed eight (8) hours' pay at the hourly rate, provided such drivers shall not be worked on a split shift but on consecutive trips, and the drivers make themselves available for the full eight (8) hours. Time available will start by the first (1st) trip pulled by the driver.

~~The subject matter of time off on a weekend for drivers shall be proper subject matter for Local Rider negotiations. Up to fifteen percent (15%) of the drivers working should be afforded the weekend off subject to proper notice and existing conditions. If the parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.~~

ARTICLE 77 (MILEAGE RATE) (FORMERLY ARTICLE 78)

Modify Article 77 as follows:

Section 1.

~~_____ (a) Mileage rates in effect to June 1, 2011, shall be increased as follows:~~

~~**Effective 6/1/11**
0.750 cents per mile~~

~~**Effective 6/1/12**
0.750 cents per mile~~

~~**Effective 6/1/13**
0.875 cents per mile~~

~~**Effective 6/1/14**
1.000 cent per mile~~

~~_____ (b) The minimum mileage rate effective June 1, 2011 shall be \$0.44325 per mile and shall receive negotiated increases. Mileage rates in effect May 31, 2011 for all backhaul trips shall receive negotiated increases.~~

**Section 2.
New Business**

Any new business that is obtained by the Employer will be frozen at forty-eight and one half cents (48.5¢) for all miles for the term of this Agreement. ~~New business will include any business that the Employer obtains after June 1, 2011.~~

**Section 3.
Single Commercial Vehicles Over Two Tons**

~~(a) Rates for delivery of single commercial vehicles over two (2) tons or its equivalent in cubic inch engine displacement shall be the same as the towbar rates.~~

~~(b) Unless mutually agreed, all drivers participating in cross haul or backhaul traffic shall enjoy the higher of the two (2) rates as between their domicile rate and the applicable foreign rate.~~

**Section 2.4.
Slow Moving Vehicles**

(a) Drivers of tandem or slow moving vehicles other than passenger or commercial which must be driven at slow speed, shall receive no less than three cents (3¢) per mile additional on the specified base rate used in computing such rates. This shall apply to vehicles which are not to be driven over forty-five (45) miles per hour, based on manufacturer's specifications. Vehicles shall be rated for purposes of pay rates to gross vehicle weight when delivered rather than as manufactured.

Ten Ton Vehicles

(b) Rates for delivery of motor vehicles ten (10) tons or over or its equivalent in cubic inch engine displacements shall be the same as the rates provided in paragraph (a) above.

**Section 3.5.
Stripped Chassis**

On all movements where the driver drives stripped chassis, fifteen percent (15%) additional to all rates provided shall be paid. ~~From November 1st to March 1st, an additional fifteen percent (15%) to be added to above rate on stripped chassis — total thirty percent (30%).~~

**Section 4.6.
Three-way Hookup Rate**

Three-way hookup rates shall be no less than ten percent (10%) added to the double combination rates.

**Section 5.7.
Four-way Hookup Rate**

Four-way hookup rates shall be no less than thirteen and one-half percent (13 1/2%) added to the double combination rates.

**Section 6.8.
Five-way Hookup Rate**

Five-way hookup rates shall be no less than fifteen percent (15%) added to the double combination rates.

**Section 7.9.
Six-way Hookup Rate**

Six-way hookup rates shall be no less than eighteen percent (18%) added to the double combination rates.

**Section 8.10.
Seven-way Hookup Rate**

Seven-way hookup rates shall be no less than twenty percent (20%) added to the double combination rates.

**Section 9.11.
Eight-way Hookup Rate**

Eight-way hookup rates shall be no less than twenty-two and one-half percent (22 1/2%) added to the double combination rates.

**Section 10.12.
Extra Parts**

(a) Drivers shall receive two dollars (\$2.00) flat rate when handling freight up to 1,000 pounds or two cents (2¢) per mile for freight or parts exceeding 1,000 pounds

with a minimum of two dollars (\$2.00) per trip. This shall not include the parts or accessories of or for the transported vehicles. The drivers shall not be responsible for damages or loss to the freight transported.

(b) When instructed, drivers delivering one (1) saddle or towbar including accessorial equipment to a freight dock via the consigned vehicle shall receive five dollars (\$5.00). In case of multiple saddles and/or towbars, including their accessorial equipment, drivers shall receive seven dollars and fifty cents (\$7.50).

**Section ~~11.13.~~
Hourly Rates**

(a) ~~Hourly rates in effect for driveaway drivers as of 9/1/15-6/1/11 shall be \$17.08 per hour for the life of this Agreement, increased as follows:~~

Effective 6/1/11	30 cents per hour
Effective 6/1/12	30 cents per hour
Effective 6/1/13	35 cents per hour
Effective 6/1/14	40 cents per hour

~~The minimum hourly rates for driveaway drivers effective June 1, 2011 shall be \$17.08 per hour and shall receive negotiated wage increases.~~

**Section ~~12.14.~~
Mileage Determination**

(a) In case of a dispute over mileage, same shall be computed over the route traveled by official AAA mileage. When AAA mileage is not current or available then the latest official state highway maps shall be used to determine the correct mileage. On routes where official mileage is not given by the methods above set forth, same shall be logged by the Union and the Employer, such findings to be final and binding. When route is logged, the starting point at origin shall be the main U.S. Post Office, and the ending point at destination shall be the main U.S. Post Office.

The Employer is to provide to the Local Union a copy of their mileage guide.

Whenever a driver questions the number of miles he is paid on a particular trip, upon request by him, the Employer will explain how the mileage was arrived at and over what highways.

Mileage Adjustment

(b) Mileages in effect on May 22, 1995 will not be adjusted except as a result of a dispute resolved under part (a) above, or of change in the highway system which has the effect of increasing or decreasing the shortest practical and legal truck route between points. Any increases or decreases in mileages will be given immediate effect. The affected Local Union will be given notice prior to any change in mileages being put into place.

Section 13.15.

Where percentage rates prevail, when driving motor vehicles, the amount received by employees shall be no less in amount than the above mileage rates.

Section 14.16.

The terms, conditions, and wage scales for drivers covered by the originating out of the Central, Southern and Eastern Area Part II provided herein shall apply on all traffic through to final destination by driveaway, by one and the same carrier, or where original carrier has the same certificated operating rights regardless of the origin of said traffic.

Section 15.17.

Advances

The Employer ~~may~~ shall allow advance monies to drivers to be limited to trip expenses only, the amount to be mutually agreed upon for every trip, such advances to be deducted from the driver's regular wages by the Employer, only at the time driver is paid for the trip. Advances may be issued in the form of checks or cash.

Section 16.18.

New Operations

Any new type of operation or manual function required to be performed that has factually not been performed in the past will be subject to renegotiation between the Local Union and the Employer involved and submitted to the appropriate Area Committee for approval.

If the Local Union and the Employer cannot reach a satisfactory agreement, then the matter will be submitted to the appropriate Area Committee whose decisions will be final and binding upon the parties involved.

Section 19.

~~The parties recognize that all vehicles released to the carrier shall be stored, parked, loaded and released by bargaining unit employees.~~

Section 17-20.

In the event an Employer routes a driver, he shall be paid accordingly.

Section 18-21.

On trips decked at the terminal the supervisor must approve, in writing, at time of dispatch all over-height and over-length loads when the employee requests same. If the load is over-height and over-length, and the driver makes a reasonable effort to deliver the trip, the driver shall not be held responsible.

The above shall apply to field decked trips that the driver is unable to get within height or length, so long as the driver notifies the Employer by phone.

ARTICLE 78, SECTION 2 (COST OF OPERATION) (FORMERLY ARTICLE 79)

Delete Section 2 in its entirety and renumber Section 3 to Section 2 and modify as follows:

Section 2.

~~The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by company insurance or workmen's compensation which are destroyed or damaged in a wreck or fire with company equipment.~~

Section 3.

In the event that an airline delays a driver's tool bag, the Employer will have replacement tools and permits available at the terminal in question for the driver's use, and if not, ~~the driver will be paid the balance of his driving time, up to ten (10) hours pay, waiting for his tool bag to arrive.~~

ARTICLE 79 (FLAT RATES) (FORMERLY ARTICLE 80)

Delete Article 79 (Flat Rates) in its entirety and renumber remaining articles and modify

former Article 81 (Driver Utilization) as follows:

**ARTICLE 79, 80.
FLAT RATES**

The flat rates in effect 6/1/11 shall be increased as follows:

6/1/11	1.32%
6/1/12	1.31%
6/1/13	1.51%
6/1/14	1.69%

**ARTICLE 81.
DRIVER UTILIZATION**

Section 1.

The parties agree that it is necessary to obtain maximum utilization of employees and therefore have mutually agreed to maximize return traffic. The purpose of such agreement is to:

- (a) operate the driveaway operation as efficiently as possible;
- (b) divert traffic presently being shipped by rail to the driveaway method of transportation;
- (c) attempt to reduce the increasing practice of customer pickup of traffic which can be handled by the driveaway method;
- (d) place the Employer in a better position to develop secondary traffic;
- (e) maximize the earning opportunity to driveaway personnel;
- (f) create better job security for employees in the driveaway industry; and,
- (g) increase the number of jobs resulting in the development of increased traffic moving by the driveaway method.

Section 2.

~~Multiple dispatches and overflow intercompany moves are to be worked out between~~

~~the parties with each of the parties being treated equitably.~~

Section 3.

~~Overflow traffic will not be handled by a foreign driver with domiciled drivers on layoff. Any multiple dispatches and overflow moves are to be worked out between the Employer(s) and the Local Union(s) as Local Rider issues and must be ratified on both ends before implementation.~~

ARTICLE 80 (DAILY, OVERTIME AND MINIMUM, GUARANTEE) (FORMERLY ARTICLE 82)

Modify Article 80 as follows:

ARTICLE ~~80.~~82. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Section 1.

(a) Eight (8) consecutive hours (exclusive of one-half (1/2) hour lunch period) shall constitute a standard workday. ~~The lunch hour shall be taken in the middle of the shift, between the fourth (4th) and fifth (5th) hour on duty.~~

Forty (40) hours shall be the standard workweek to be worked in five (5) eight (8)-hour days: example Monday through Friday ~~where presently in effect~~; Tuesday through Saturday ~~where presently in effect~~; unless changed by mutual agreement of the Local Union and the Employer.

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for employees (example, Tuesday through Saturday, four (4) consecutive ten (10) hour shifts).

(b) All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate, but not both.

No employee shall be required to work more than ten (10) hours in any one (1) eight (8) hour shift or twelve (12) in any ten (10) hour shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God, and/or unusually heavy releases by the shipper. Employees shall be required to work whatever hours the release gate is open or are required to meet shipper needs..

(c) When one (1) or two (2) of the holidays designated herein occurs during an employee's scheduled workweek, the employee shall be paid time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of thirty-two (32) hours or twenty-four (24) hours, respectively.

(d) The Employer agrees to notify the employee of overtime work as soon as possible.

Overtime and/or premium pay shall not be pyramided under this Part II.

(e) This Section shall not be construed as a guaranteed workweek.

Day Off

~~(f) The subject matter of a day off in a calendar week for hourly employees shall be a proper subject matter for Local Rider negotiations. If the parties are unable to arrive at an agreement on this subject matter then either party may present the deadlocked issue to the Appropriate Area Committee for disposition and the Committee's ruling shall be final and binding upon both parties.~~

If an employee wants time off work on Saturday, Sunday or a holiday (or scheduled off days), the employee must submit a seventy-two (72)-hour notice to the Employer, in writing, for such time off. The Employer ~~may~~ will permit up to ten percent (10%) ~~fifteen percent (15%)~~ of the working board to be off and the system of applying the ten percent (10%) ~~fifteen percent (15%)~~ is to be handled locally.

Section 2.

(a) Regular employees called to work shall be allowed sufficient time, minimum of one (1) hour, without pay, to get to the garage or terminal, and shall draw full pay from the time employees report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding day. If the employee reports for work, the employee shall be guaranteed eight (8) hours' pay in any one (1) day except on Saturdays and Sundays, holidays or seventh (7th) consecutive day, ~~on which days the guarantee shall be six (6) hours in any one (1) day if put to work.~~

When an employee is called to work by a supervisor or dispatcher and cannot be reached, the supervisor or dispatcher will have a Union member, if one is available, verify the attempted call.

~~(b) Outside casual employees shall receive a minimum of four (4) hours' pay when put to work; provided, however, that if such employees work in excess of four (4) hours, then in such case the employees shall receive a minimum of eight (8) hours' pay. Such casual employees can only be used when regular employees are working in their respective shifts.~~

~~——(c) Road employees working extra pulling out cars shall be paid the hourly rate for actual time worked; provided, however, if they work four (4) hours or more, then in such case the employees shall receive a minimum of eight (8) hours' pay.~~

When drivers in one (1) tour of duty are utilized in the yard after having logged eight (8) hours, they will be paid at the rate of time and one-half (1 1/2) for all hours worked in the yard.

When drivers have not logged eight (8) hours in one (1) tour of duty and they are utilized in the yard, they will be paid time and one-half (1 1/2) after eight (8) hours.

~~This does not affect daily guarantee regarding road drivers.~~

~~——(d) (1) The above guarantees shall not apply in case of strikes, work stoppages (including the closing of release gate), or Acts of God.~~

~~————(2) When an employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, the employee shall be paid a minimum of six (6) hours' pay.~~

(c) ~~(e)~~ Employees must be available for full employment to receive guarantees.

(d) ~~(f)~~ Any regular hourly rated employees called to work before their regular starting time as set forth in the appropriate Local Riders shall be paid for their regular shift, and in addition shall receive the applicable overtime pay for work performed before their regular starting time. In no event shall an employee's starting time be changed in order to avoid payment of overtime. There shall be no pyramiding of premium pay for the purpose of overtime, and the employee shall be required to work the regular shift in addition to being called in early.

~~(g) The Employer will not use extra or casual employees for the purpose of depriving a regular employee of overtime.~~

(e) ~~(h)~~ The Employer may utilize any qualified employee on any working board (except office) to supplement the work force in classifications of work in the Yard

Agreement where the need arises from daily absenteeism and/or a daily emergency situation even though there may be employees on layoff. ~~Road drivers shall be afforded such work on a voluntary basis.~~

Section 3.

~~(a) All employees working seven (7) consecutive days shall be paid double time for work performed on the seventh (7th) consecutive day. The rate of double the regular rate of pay shall be paid for work performed on Sundays and the following holidays:~~

~~Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day, and Easter Day. Good Friday and a personal holiday.~~

~~Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 69. Premium pay for Sunday is contingent upon the employee having no uncompensated days off during his regularly-scheduled workweek. If, however, the employee loses work during the workweek through no fault of his own, he will not be deprived of double time pay for work performed on Sunday.~~

~~(b) Employees called in for Saturday work will receive time and one-half (1 1/2) for work performed on Saturday if they are off work due to sickness, on-the-job injury, funeral leave, jury duty, or recall from layoff during the regular workweek. However, the Employer has the right to request proof of illness or injury. If the employees are off work for any of the aforementioned reasons, the employees must notify the Employer of their availability for work. The same principle applies to flexible workweeks.~~

(b) All work performed on the sixth (6th) day worked within a workweek shall be paid at one and one-half (1-1/2) times the applicable hourly rate. All work performed on the seventh (7th) day worked within a workweek shall be paid at two (2) times the applicable hourly rate. Compensable days shall be considered days worked for purposes of this provision; and, if an employee is recalled from layoff during the regular workweek, he shall be considered to have worked on the days preceding the day of recall for purposes of this provision; and further provided, the lack of work on a day during the scheduled workweek will not deprive an employee of overtime on the sixth (6th) or seventh (7th) day.

Employees working four (4) consecutive ten (10) hour shifts shall be paid time and one-half (1-1/2) the applicable hourly rate after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5th) day worked within a workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6th) and/or seventh (7th) day worked within a workweek.

Section 4.

~~It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for employees. (Example: Tuesday through Saturday; Wednesday through Sunday).~~

~~It is understood that no employee on the current seniority roster as of October 24, 2008 can be forced to work a non-traditional workweek. This language does not prohibit employees on the current seniority roster as of the date of ratification from volunteering to work a non-traditional workweek schedule. This subsection does not prohibit a local union and an employer from negotiating terms and conditions for non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.~~

~~Any employee hired on or after October 24, 2008 may be placed on a non-traditional workweek schedule without restriction.~~

~~It is understood that once non-traditional workweek is established and in effect at an operation, all work performed on the sixth (6th) day of the workweek shall be paid at one and one-half (1 1/2) times the rate in effect and all work performed on the seventh (7th) day of the workweek shall be paid at two (2) times the rate in effect. This shall include employees on a traditional workweek of Monday through Friday as well.~~

~~Existing non-traditional workweek and premium pay agreements in effect as of the date of ratification shall remain in effect subject to the right of the parties to change by mutual agreement.~~

ARTICLE 81 (MILEAGE RATE) (FORMERLY ARTICLE 83)

Modify Article 81 as follows:

ARTICLE ~~81-83.~~
HOURLY RATES AND CLASSIFICATIONS

Section 1.

The scale of hourly wages for the following classifications of local work shall be ~~set forth in Local Riders and shall be increased as follows~~ for the life of this Agreement.

(a) Lead drivers, lead yard employees, checkers and release employees - \$15.00 per hour.

Effective June 1, 2011	30¢ per hour
Effective June 1, 2012	30¢ per hour
Effective June 1, 2013	35¢ per hour
Effective June 1, 2014	40¢ per hour

(b) Pull-out drivers and yard help - \$15.00 per hour.

Effective June 1, 2011	30¢ per hour
Effective June 1, 2012	30¢ per hour
Effective June 1, 2013	35¢ per hour
Effective June 1, 2014	40¢ per hour

(c) Mounting and hookup employees - \$15.00 per hour.

Effective June 1, 2011	30¢ per hour
Effective June 1, 2012	30¢ per hour
Effective June 1, 2013	35¢ per hour
Effective June 1, 2014	40¢ per hour

~~Effective June 1, 2012, June 1, 2013, June 1, 2014 and June 1, 2015, † The above rates shall not be adjusted in accordance with Article 23 of the National Master Agreement.~~

(d) It is mutually agreed that the Employer and the Union will have the right to work out an incentive plan for any classification of work, ~~subject to appropriate Area Committee approval.~~

(e) Inclusion of a job classification herein does not require the Employer to fill all such classifications.

**Section 2.
Shift Differential**

~~A shift differential of five cents (5¢) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M., however, existing Local Riders which reflect a different differential shall prevail.~~

Section 3.

~~If a night shift is established on a rail operation, adequate lighting shall be provided for loading and unloading.~~

~~A standing committee shall be appointed to inspect and decide if lighting is adequate.~~

~~The Employer agrees that no less than two (2) employees will be scheduled at the railhead whenever it is engaged in loading or unloading railcars, unless otherwise provided in any Local Rider.~~

Section 4.

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots).

Section 3.5.

The Employer shall furnish appropriate gloves to regular deckers, rail loaders and unloaders, with the understanding that the employee must turn in the old pair in order to receive a new pair.

The Employer shall furnish rubber gloves to regular fuel employees.

Section 6.

~~Where space is available, lockers will be furnished. Any dispute will be subject to the grievance procedure (applies to yard help only).~~

~~The Employer shall furnish lockers for all newly constructed facilities for regular yard employees.~~

Section ~~4-7~~

Agreements may be negotiated by the Employer and the Local Union which modify the wage rates, incentives and other provisions set forth in the National Master Agreement and this Supplemental Agreement and Riders which will have the effect of permitting the Employer to acquire and retain work at plants, hubs, railheads, ports and any other facilities subject to the approval of the affected membership prior to implementation.

ARTICLE 82 (UTILIZATION OF EMPLOYEES) (FORMERLY ARTICLE 84)

Renumber Article 84 to Article 82 and language remains the same.

ARTICLE 83 (FORMERLY ARTICLE 85)

Renumber Article 85 to Article 83 and language remains the same.

ARTICLE 84 (BACKHAULS) (FORMERLY ARTICLE 86)

Renumber Article 86 to Article 84 and modify as follows:

**ARTICLE ~~84, 86~~
BACKHAULS**

Section 1.

Due to the tremendous cost increase in airfare, ground transportation, etc., the following is agreed to:

- a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.
- b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.
- c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.
- d. Any driver that is forced to a foreign terminal for a backhaul load will have the right to request to be dispatched that day.

e. When two (2) or more drivers from the same terminal are physically at the same backhaul terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.

f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.

~~g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.~~

~~h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.~~

Section 2.

~~The Company shall, every one (1) month, make available to each Local Union involved a complete review, in writing, of the loads and mileage that have been allocated to other terminal drivers, in order to determine whether or not the Company is complying with the intent of this Article.~~

Section 3.

~~The Company agrees that determination of equitability shall be by mileage and shall make up any deficit as soon as possible after the monthly report is sent out, and not to exceed any ninety (90) day period.~~

Section 4.

Miscellaneous

a. The Company will direct the driver on transportation between points and the driver will be reimbursed his/her cost. The driver shall be directed on the first, fastest available means of transportation for under three hundred (300) miles, plus necessary cab fares.

b. The Company will reimburse actual lodging expense on backhaul traffic.

Section 3.5.

Rates of Pay

a. The present backhaul frozen rates of pay shall apply.

b. The driver will receive no less than his/her terminal backhaul frozen-rate of pay.

Section 6.

~~The Company and the Union Chairman of the National Joint Arbitration Committee, or his designee, will meet with the aforementioned Local Union(s) at their request to work out any problems that might arise from this Article.~~

~~If not resolved in the step above, all disputes concerning this Section (backhaul) will be docketed directly to the National Automobile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the appropriate Eastern Area Joint Arbitration Committee.~~

ARTICLE 85 (TERMINATION CLAUSE) (FORMERLY ARTICLE 87)

Renumber Article 87 to Article 85 and language remains the same.