

# **CENTRAL AND SOUTHERN AREAS SUPPLEMENTAL AGREEMENT**

**Covering  
Truckaway, Driveaway, Local and  
Garage Operations and  
Michigan Office Workers**



**For The Period September 1, 2015  
through May 31, 2021**



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**CENTRAL AND SOUTHERN AREA  
SUPPLEMENTAL AGREEMENTS  
TO THE  
NATIONAL AUTOMOBILE TRANSPORTERS  
AGREEMENT**

**covering  
Truckaway, Driveaway, Local and Garage  
Operations and Michigan Office Workers**

- PART I      General Including Uniform Rules  
and Regulations**
- PART II     Truckaway**
- PART III    City Delivery, Pull-Out, Mounting  
Service and Yard**
- PART IV    Garage**
- PART V     Driveaway**
- PART VI    Michigan Office Workers**

**September 1, 2015 through May 31, 2021**

This Supplemental Agreement is supplemental to and becomes a part of the National Master Automobile Transporters Agreement, hereinafter referred to as the “National Master Agreement” for the period commencing September 1, 2015, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.



## PART I—GENERAL

### ARTICLE 36.

#### Section 1. New Employees

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.

For the employees covered by Part V (Driveaway only), it shall be a proper subject for Rider negotiations to establish an efficient procedure to dispatch probationary employees to assure a proper continuation of their training and to negotiate training rates of pay. If the parties cannot reach agreement, either party can request the assistance of the appropriate Area Committee.

#### Section 2. Checkoff

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), credit union and present deductions or uniform assessments owed and to be deducted for such month from the pay of such member and the Employer shall deduct such amount from the first (1st) paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

## **Article 36**

Where an employee who is on checkoff is not on the payroll during the week which the deduction is to be made or who has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

If a grievance committee finds that an Employer has not remitted the checkoff monies to the Local Union, as required, and the Employer repeats the violation, the Local Union may strike, upon seventy-two (72) hours' written notice.

### **Section 3. Address, Phone Change**

It shall be the responsibility of each employee to notify his Employer, in writing, of all address or phone number, or email changes. The Employer will post on all terminal bulletin boards a notice covering this new requirement.

## **ARTICLE 37.**

### **Section 1. Steward's Super-seniority**

There may be a steward at each terminal from the active seniority list. One (1) steward under each separate contract (i.e., Truckaway, Local and Garage) shall be granted super-seniority for purposes of layoff and recall and such other employment preferences as may be useful in the performance of his duties as steward as requested by the Local Union in writing.

### **Section 2. Steward's Pay**

Stewards shall be permitted reasonable time to present and process grievances on the company premises. No more than one (1) steward under each contract shall be paid for time spent adjusting grievances on the basis of a maximum of five (5) hours per week and a maximum of twenty (20) hours per month. At locations with one hundred (100) or more active drivers the twenty (20) hours shall be automatic and the steward shall not be required to submit a pay claim or request in order to receive this pay. Steward's pay will be paid on the first (1st) pay period of each month for the previous

## **Article 37**

month. This provision shall only apply to stewards representing one hundred (100) or more active drivers.

At locations with fifty-one (51) to ninety-nine (99) active drivers, the steward will be paid ten (10) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater; and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater. This provision pertains to truckaway stewards only. Time for meetings in processing grievances shall be established by mutual agreement by the Employer and the Local Union.

The steward's pay shall be for the performance of his steward's duties, as described above, including any walkaround or similar inspections required by local, state or federal agencies.

## **ARTICLE 38.**

### **Section 1. Seniority**

Seniority rights for employees as provided under this Agreement and all agreements supplemental hereto shall prevail. Seniority shall only be broken by discharge, voluntary quit, more than a seven (7) year layoff except as otherwise provided herein or for such greater period than seven (7) years as the appropriate Arbitration Committee may direct during the 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 Agreement and in the Supplemental Agreements, including approved Local Riders.

Terminal seniority shall prevail to the extent to which it is set forth in writing in this Agreement and in each of the Supplemental Agreements hereto, including approved Local Riders except as provided for herein.

### **Section 2. Terminal Layoffs**

The Employer agrees to promptly lay off the employees at the bot-

## **Article 38**

tom of the seniority list in the event of a reduction in volume of business consistent with good business practices.

In the event of recall from layoff, an employee will be recalled by verified phone call to the most recently provided phone number (which may include a cell phone number), email notification if agreed to by an employee, or certified mail, return receipt requested, with a copy to the Local Union, mailed to the employee's last known address. The employee must respond to the notice within three (3) days after receipt thereof by notifying the Employer when the employee will report for work, and must actually report for work within five (5) days after receipt of recall notice, unless the employee has been laid off for more than 45 days, in which case the actual report to work must be within fourteen (14) days after receipt of the recall notice, unless the employee is unable to report for a justifiable reason, or unless otherwise mutually agreed. The Employer can designate the next Monday following the employee's chosen return date if that chosen date is other than Monday. All employees recalled will be treated the same. Failure to follow the above procedure within the times prescribed will result in the forfeiture of all seniority rights under this Agreement.

### **Section 3. Reduction of Board (Applicable to Truckaway)**

When employees are receiving wages of seven hundred fifty dollars (\$750) or less per week, upon the request of the Local Union, the Employer shall lay off the necessary number of employees so that the balance of the employees can earn seven hundred fifty dollars (\$750) or more per week. This shall be based on two (2) previous consecutive weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any time unless there is a major decline in business, then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of seven hundred fifty dollars (\$750) or more per week. The above is not to be construed as imposing a limitation on earnings.

If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagree-

## **Article 38**

ment shall be considered a grievance and shall be submitted to the Joint City Committee which shall render a decision. In the event the Joint City Committee cannot reach a decision or there is no Joint City Committee available, a telegram setting forth the facts shall be sent to the Chairman of the Automobile Transporters Central Joint Area Committee who shall render a final decision.

After the Joint City Committee, or the Joint Chairperson of the Automobile Transporters Central Joint Area Committee, renders a decision favorable to the Union, or are unable to reach a decision, if the Employer still refuses to cut the board, then in such case the Union shall have the right to strike notwithstanding any provision in this Agreement to the contrary and the Employer shall be obligated to pay all employees under this Agreement for all time lost.

### **Section 4.**

In all transfers the employee must be qualified to perform the job by experience in the classification.

### **Section 5. Additional Help**

(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 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. When reporting to an Article 38, Section 5 location all drivers that report timely to the new location will be arranged at the bottom of the seniority roster by order of their company seniority. Drivers from the same terminal with common company seniority dates will retain their relative seniority order.

When such employee is recalled to his/her home terminal, the employee must return to the home terminal, or he/she will lose his/her seniority at the home terminal. However, if the employee returns to the home terminal and is laid off in sixty (60) days or less after returning, the employee will be allowed, upon request, to return to the former terminal with no loss of seniority at that former terminal.

## Article 38

(b) Laid off employees transferred under (a) above shall for a period of sixty (60) days following the transfer 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; however, after the period of sixty (60) days, they 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 returns to his/her former terminal under the prior sentence, refuses recall to that particular terminal or otherwise loses seniority under any Article of this contract.

(c) It will not be necessary for the Employer to transfer an employee under Section 5(a) above, if the work available is for less than thirty (30) days.

(d) A laid-off employee to qualify for transfer as called for above must designate to the Employer, in writing, at which terminal or terminals he will accept such work assignments, in his regular classification or in another classification in which he is qualified by experience with the Employer to perform the work. His election must be made at the time of layoff on a form to be supplied by the Employer, which said form shall contain a list of all terminals. If an employee turns down an opportunity to go to a selected terminal, then his Employer has no further obligation to offer him work opportunity under this Section until he has signed a new form.

(e) In offering additional help opportunity the Employer shall first poll Central-Southern employees who are laid off in the classification for which the additional help is needed, and thereafter employees laid off in other classifications who are qualified by experience with the Employer to perform the work in the classification in question.

(f) All laid off employees will be offered, in company seniority order, additional help work opportunities covered by the Eastern or Western Supplemental Agreement after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.



## **Article 38**

Employees accepting such additional help opportunity at locations covered by the Eastern or Western 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.

(g) If additional drivers are still needed by the Employer, the Employer will place on a preferential hire list, by company seniority, those laid off drivers of commonly owned signatory companies and offer those drivers the supplemental work before hiring from the outside.

(h) The Employer shall post a notice identifying the names and domiciles of all drivers transferred pursuant to this section.

(i) The provisions of this Section shall also be applicable to laid-off yard, garage and office employees.

### **Section 6. Voluntary Layoff**

Upon the request of the Local Union at any given location, the parties will negotiate a local agreement providing for voluntary layoff of employees, based on seniority, to be in place at such time as normal layoff of employees would occur. An employee on a NMA-TA signatory employer seniority list who takes a voluntary layoff shall not work for a different NMATA employer or a non-union carhaul company or other employer engaged in the same industry covered by this Agreement during the period of his voluntary layoff. Failure of an employee to comply with this provision shall result in the complete loss of his seniority rights.

## **Article 38**

### **Section 7. Extra Equipment**

Certificated or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30) day bona fide lease arrangements on a rotating board, before hiring any extra equipment.

## **ARTICLE 39. ROAD CHECK CARS**

All road check cars must have proper identification, so that there will be no question of identification, and a written copy of violations, if any, shall be given to the driver at time of check. All photo observation films taken by cameras approved by the Joint Committee shall be accepted as evidence, but drivers must be given a written copy of such violation at the scene or within a reasonable time after photo was taken. Proper identification shall be construed to mean a permanent sign with letters at least three (3) inches high. It is further agreed that all notices of violations and disciplinary action, if any, under this Section shall be given to the driver within ten (10) days, except where a driver is not available and in such cases not to exceed sixteen (16) days.

## **ARTICLE 40. DISCHARGE OR SUSPENSION**

The Employer shall not discharge or suspend any employees without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Local Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, or, for employees hired after June 1, 1985, material falsification of an employment application.

Employees given notice of discharge for committing an offense for which a prior warning letter is required will not be separated from employment until after the Employer, the Local Union and the employee have reviewed the facts involved. Such meeting shall be

## **Article 40**

held within seventy-two (72) hours after request of the Employer, excluding Saturdays, Sundays and paid holidays.

The warning notice as herein provided shall not remain in effect for a period longer than outlined in the “Uniform Rules and Regulations.” Discharge must be by proper written notice to the employee and the Union affected. The Local Union may request a hearing as to an employee’s discharge, suspension or any disciplinary action. Should such hearing prove that an injustice has been done an employee, he shall be reinstated. The Article 7, Section 9 Board of Arbitration, National Automobile Transporters Joint Arbitration Committee, and the appropriate Area Committee shall have the authority to order full, partial or no compensation for time lost.

Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided in Article 7 of the National Master Automobile Transporters Agreement.

“Uniform Rules and Regulations” with respect to disciplinary action covering the Area as approved by the Joint Area Committee shall prevail in the application and interpretation of this Article regardless of any provisions of this Agreement to the contrary.

### **UNIFORM RULES AND REGULATIONS AUTOMOBILE TRANSPORTERS CENTRAL AND SOUTHERN AREAS**

Governing the Actions of Truckaway, Driveaway  
and Terminal Employees

Effective September 1, 2015

The following rules and regulations, and the penalties to be charged for violation of same, are placed in effect so that all employees of

## **Article 40**

the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the employee's right through the Union of which he is a member to challenge a penalty through the regular grievance machinery.

### **1. ACCIDENTS:**

- (a) Major chargeable accidents after full investigation.  
Subject to discharge.
- (b) Minor chargeable accidents after full investigation.
  - 1st offense - reprimand.
  - 2nd offense - 3-day layoff.
  - 3rd offense - 1-week layoff.
  - 4th offense - subject to discharge.
- (c) Failure to report all accidents promptly, and personal injury or major accidents at time of accidents or at first available opportunity.  
Subject to discharge.
- (d) Failure to report employee personal on-the-job injuries promptly
  - 1st offense - reprimand.
  - 2nd offense - 3-day layoff.
  - 3rd offense - 1-week layoff.
  - 4th offense - subject to discharge.

### **2. ATTENDANCE:**

- (a) Absent for three successive working days without notification. Holidays, Saturdays and Sundays shall be included only when a regular dispatch is posted. (This rule shall not apply to recall from bona fide layoff.)  
Subject to discharge.
- (b) Failure to notify his Employer not less than two hours before his regular shift and one (1) hour before show-up and/or dispatch time when unable to report for duty. (This rule contemplates the Employer having personnel on duty to accept calls.)

- 1st offense - reprimand.
- 2nd offense - 24-hour layoff
- 3rd offense - 3-day layoff
- 4th offense - 1-week layoff
- 5th offense - subject to discharge.

(c) Excessive absenteeism where notice is given (after meeting with employee).

- 1st offense - reprimand.
- 2nd offense - 1-week layoff.
- 3rd offense - subject to discharge.

(d) Excessive tardiness where notice is given (after meeting with employee).

- 1st offense - reprimand.
- 2nd offense - 1-week layoff.
- 3rd offense - subject to discharge.

### 3. CONDUCT:

(a) Unquestionable evidence of possession and/or consuming some of and/or having consumed intoxicating beverages, taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances as defined by state or federal law on duty or on company property or equipment, and/or the failure to submit to or pass a sobriety test or a test to determine drug usage upon request if the employee appears to be under such influence.

Subject to discharge.

(b) Drinking or taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances as defined by state or federal law prior to reporting for duty where employee's condition is such that it will affect the proper performance of his duties.

- 1st offense - 24-hour layoff.
- 2nd offense - 3-day layoff.

(1) Refusal to take the 24-hour layoff under 3 (b).

Subject employee to submit to a sobriety test and/or test to determine drug usage.

## Article 40

- (2) Refusal to take test under Rule 3 (b) (1).  
Subject to discharge.
- (3) Failure to pass test under Rule 3 (b) (1).  
Subject to discharge.
- (c) Discourtesy to Customers.
  - 1st offense - reprimand.
  - 2nd offense - 3-day layoff.
  - 3rd offense - subject to discharge.
- (d) Failure to maintain a reasonably neat appearance.
  - 1st offense - reprimand.
  - 2nd offense - reprimand.
  - 3rd offense - 3-day layoff.
  - 4th offense - 1-week layoff.
  - Subsequent offenses - subject to discharge.
- (e) Flagrant disobeying of orders.
  - 1st offense - reprimand.
  - 2nd offense - 1-day layoff.
  - 3rd offense - subject to discharge.
- (f) Participating in, instigating and/or perpetuating an unauthorized work stoppage, walkout or slow down.  
Subject to discharge.
- (g) Proven sabotage and/or vandalism to company equipment or property and shippers' vehicles.  
Subject to discharge

## 4. DAMAGES:

- (a) Failure to properly inspect and note cargo damages or defects prior to loading.
  - 1st offense - reprimand.
  - 2nd offense - reprimand.
  - 3rd offense - 1-day layoff.
  - 4th offense - 3-day layoff.
  - 5th offense - subject to discharge.

## Article 40

(b) Failure to properly describe damage or defects noted on delivery receipt by consignee.

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 1-day layoff.

4th offense - 3-day layoff.

Subsequent offenses - 1-week layoff.

(c) Minor cargo damage resulting from proven careless handling or neglect.

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 1-day layoff.

4th offense - 3-day layoff.

5th offense - subject to discharge.

(d) Major cargo damage resulting from proven careless handling or neglect.

**NOTE:** To be considered major damage, the loss must exceed \$3,500 excluding the loss of sale.

1st offense - subject to discharge after full investigation.

(e) Failure to report all known major cargo damages promptly.

1st offense - reprimand

2nd offense - 24-hour layoff

3rd offense - subject to discharge

**NOTE:** In cases involving cargo damage under Rules 4(c) and 4(d) above where the damage involved is the result of loading or unloading practices, the following conditions shall apply with reference to the retraining program provided for under Article 3, Section 1(j)(3)(i).

(1) At any point in the disciplinary progression that an employee is to be discharged or receive time off, whether for major or minor cargo damage, the employee may elect to take retraining under the terms of Article 3 in lieu of the discipline. If he elects the retraining, the Employer must comply.

## **Article 40**

(2) In the case of incidents under Rule 4(c), the employee's retraining right would apply at steps 3, 4 and 5 of the disciplinary progression. If retraining is elected at any step, the election of retraining will be considered an admission by the employee of the offense involved and will go on his record as such. If retraining is available but not elected at any step, the right to retrain will be considered to be waived for that step only, and the employee retains his right to the grievance procedure. When retraining is taken in lieu of disciplinary time off, the incident will be considered as a step in the progression. During the life of the current contract, retraining may be taken no more than a total of three (3) times under Rule 4(c), with a waiver at any step to be considered as a time taken for this purpose.

(3) In the case of incidents under Rule 4(d), retraining may be elected in lieu of discharge or disciplinary time off one (1) time only during the life of the current contract.

(4) In the case of cargo damage incidents not specifically referred to above, it will be the Employer's option whether or not retraining will be offered; if offered, it must be agreed to by the employee. In the event that retraining is not offered by the Employer or is not accepted by the employee, the employee retains his right to the grievance procedure.

### **5. DRIVING SCHEDULES:**

(a) Failure to complete trip in scheduled running time without satisfactory explanation.

1st offense - reprimand.

2nd offense - 24-hour layoff.

3rd offense - 3-day layoff.

4th offense - subject to discharge.

(b) Delaying of load or equipment without satisfactory explanation.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - subject to discharge.



## Article 40

(c) Failure to follow highway routings or special routings designated by dispatcher or on freight bills.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - subject to discharge.

### 6. EQUIPMENT:

(a) Failure to report mechanically defective condition of equipment.

1st offense - reprimand.

Subsequent offenses - 3-day layoff.

(b) Unauthorized use of motor vehicles.

Subject to discharge.

(c) Owner-operator's failure to have units properly fitted with state, federal or company required safety equipment.

1st offense - 3-day layoff.

2nd offense - 1-week layoff.

3rd offense - subject to discharge.

(d) Failure to report breakdowns or other delays promptly.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - 1-week layoff.

4th offense - subject to discharge.

(e) Failure to properly cover and/or protect load.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - 1-week layoff.

4th offense - subject to discharge.

(f) Failure to keep loading skids, ramps and towing equipment securely fastened at all times.

1st offense - reprimand.

2nd offense - 24-hour layoff.

3rd offense - 1-week layoff.

4th offense - subject to discharge.

## **Article 40**

(g) Failure to follow the factory and/or company prescribed methods of loading, unloading and tying down automobiles.

1st offense - reprimand.

2nd offense - 3-day layoff.

Subsequent offenses - subject to week off.

(h) Proofs of tampering with governor, baffle plate, tachograph or other similar devices or evidence of having tampered with same.

Subject to discharge.

(i) Proven abuse of and/or excessive and unnecessary cost of operation of company equipment by improper or negligent operation.

1st offense - Joint meeting with the Union and reprimand.

2nd offense - 3-day layoff.

3rd offense - 1-week layoff.

4th offense - subject to discharge.

## **7. REPORTS:**

(a) Failure to properly make out reports and trip sheets, also failure to have consignee sign delivery receipts and/or freight bills.

1st offense - reprimand.

2nd offense - 24-hour layoff.

3rd offense - 3-day layoff.

Subsequent offenses - subject to discharge.

(b) Failure to register in and out of terminals and/or established check-in stations.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - subject to discharge.

## **8. MISCELLANEOUS:**

(a) Unauthorized carrying of passengers.

Subject to discharge.

(b) Failure to meet all requirements of local, state, and federal laws.

Reprimands to layoffs and discharge in aggravated cases.

## Article 40

(c) Making purchases of gasoline, oil, etc., at unauthorized station and/or unauthorized purchases other than emergencies.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - subject to discharge.

(d) Owner-operator charging any purchases and/or repair bills to the Employer without authorization.

1st offense - reprimand.

2nd offense - 1-week layoff.

3rd offense - cancellation of lease agreement and discharge.

(e) Failure to check properly and accurately serial numbers, etc., of automobiles which result in the forwarding of the wrong automobiles.

1st offense - reprimand.

2nd offense - 1-week layoff.

3rd offense - subject to discharge.

(f) Inferior quality of work of garage, yard and/or rail employees.

1st offense - Joint meeting Company, Local Union and employee.

2nd offense - reprimand.

3rd offense - 3-day layoff.

4th offense - 1-week layoff.

5th offense - subject to discharge.

(g) Physical assault on Employer, customer or shippers' representatives or other employees while on duty or on company property.

Subject to discharge.

(h) Penalty for three minor offenses in a sixty-day period (see Note 1).

3 minor - 3-day layoff.

4 minor - 1-week layoff.

5 minor - subject to discharge.

### 9. GARNISHEE SUITS:

(a) Upon being served with a garnishee summons the Employer will immediately notify the principal defendant so that he may have an opportunity to secure a release for the Employer before the Employer is required to file a disclosure.

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(b) A written notice will be issued to the principle defendant for the first such summons served upon it; and to the principal defendant for the second such summons. The service of a third summons within a year (12-month period) could result in the dismissal of the principal defendant from the employ of the Employer; however, the federal law provides, effective July 1, 1970, that the Employer may not discharge any employee by reason of the fact that his earnings have been subjected to garnishment for any one indebtedness.

(c) In any case where a release is obtained and in the possession of the Employer before it is required to make a disclosure to the court, then that case shall not count as one of the three leading up to discharge as mentioned in paragraph (b) (see note re: federal law above in paragraph (b)).

### **10. DISCHARGE FOR DISHONESTY SHALL INCLUDE THEFT OF SHIPPERS' PROPERTY.**

Minor offenses against any employee's record which have not been used or merged into a major penalty that are over six (6) months old shall be canceled, except for special garnishment rule (see Note 2).

When the Employer agrees to retract a warning letter, reprimand, or suspension, a letter of retraction will be provided to the employee, with a copy to the Local Union.

Except in connection with alcohol or drug-related incidents, in the event an employee is issued a letter of pending investigation the employee will not be taken out of service during the period of investigation. The period of investigation shall not exceed forty (40) consecutive days from the date of issuance of the letter. Failure of the Employer to take disciplinary action within this time period will result in the letter of investigation being considered null and void. The Employer will provide proof that all parties were properly notified (via mail, facsimile, electronic mail, or hand-delivery) of any and all disciplinary actions taken under Article 40.

Major offenses against any employee's record that are over six (6) months old shall be canceled.

## **Article 41**

**Note 1** - A minor offense is defined as one for which the penalty is a reprimand.

A major offense is defined as one for which the penalty is disciplinary time off.

A notice, in writing, with a copy to the Local Union at the same time, must be given for infractions of any rules or regulations. Any reprimand or letter of intent must be issued within ten (10) days of the Employer's knowledge of the occurrence.

Discharge must be by proper written notice, either in person or by certified mail to employee with a copy to the Local Union.

Present company rules previously approved by the Union affected, not herein changed or modified, shall remain in full force and effect.

**Note 2** - Where Rule 8(h) is invoked by an Employer, the three (3) warning notices accumulated cannot be used under any other rule.

## **ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES**

### **Section 1.**

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', operators' and commercial drivers 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

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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 medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined 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. If the third (3rd) doctor's opinion is that the employee is fit for work, the employee must be returned to work within seven (7) calendar days of this decision or the Employer shall be responsible for all lost wages and benefits. 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.

In those states where Workers' Compensation statutes or regulations do not permit an injured employee to select his/her own treating physician, the Employer shall provide a list or panel of no less than three (3) Board-certified physicians from which the employee may choose, unless prevented by state law.

Where an employee is injured on the job and is referred to a specialist by the Employer's doctor, if the specialist approves him to go back to work, he 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 him off after receiving the specialist doctor's report.

Employees are required to go to the doctor selected by the Employer.

## **Section 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 employees. The cost of such personal identification shall be borne by the Employer.

**ARTICLE 42.  
LODGING**

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 his home terminal provided bona fide receipt is given to Employer by employee. Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon. The Employer will provide a master list of its current designated lodging to all drivers. The Employer shall have a designated person(s) for receiving lodging complaints.

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

The Employer and the Union may negotiate a per diem for lodging.

The Employer will be responsible for providing a means of payment for all known trip expenses (not including personal advances), in advance, either in the form of a pre-established charge arrangement, charge cards, permanent allowance, or cash or check given to a driver for such purpose. The Employer will also be responsible for providing a means for the local cashing, without charge to the employee, of any checks given to the employee for expenses. In cases where cash or a check is given for such known trip expenses, receipts are to be provided by the driver when he/she checks in on the trip, or the Employer may deduct the amount from the driver's next pay check.

Where owner-operators are utilized, the Employer will establish a means by which the owner-operator will be able to pay the same net rate for business-related motel stays as is available for company drivers.

**ARTICLE 43.  
DEFECTIVE EQUIPMENT AND DANGEROUS  
CONDITIONS OF WORK**

**Section 1.**

The Employer shall not require employees to operate vehicles not

## **Article 43**

equipped with safety appliances required by law, or any vehicle not in a safe operating condition. It shall be the Employer's responsibility to see that all safety equipment is checked and the driver shall also be responsible for checking safety equipment before leaving on trips.

A copy of the last vehicle inspection report shall be carried in the power unit. The Employer shall maintain a certification of repairs in accordance with Section 396.11 of the Federal Motor Carriers Safety Regulations.

### **Section 2.**

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee and one (1) copy to be placed in the truck for inspection by the next driver operating such unit. Such copy will remain in the truck as required by the Department of Transportation.

All equipment which is refused because not mechanically sound or properly equipped as required by law shall be appropriately tagged so that it cannot be used by any other drivers until the Maintenance Department has adjusted the complaint.

All employees shall report immediately to the Employer, in writing, all accidents and the names and addresses of all witnesses to such accidents. Employee shall receive a copy of the company accident report which he fills out and signs.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or Court order, or in violation of a Government regulation relating to safety of person or equipment.

### **Section 3.**

Employees giving written reports of a vehicle not being in a safe operating condition shall receive prompt attention. Otherwise such employees may appeal direct to the Union in the form of complaint.



**Section 4. West Coast Mirrors and Windshield Washers**

All road and city equipment shall be equipped with the following: West Coast Mirrors and Windshield Washers.

(a) All equipment purchased after the approval date of this Agreement shall be equipped with power steering unless recommended otherwise by the manufacturer.

(b) Effective January 29, 1968, all new trailers are to be equipped with power hoists.

(c) All trucks equipped with maxi brakes shall have those brakes maintained in operating condition.

(d) Where an Employer at a specific terminal location operates a bid board or boards into the mountainous areas of West Virginia and/or Kentucky, any new equipment placed into service after May 22, 1995, which is to be regularly assigned to such board(s) will be equipped with Jacob brakes or a comparable engine retarding system which will be kept in operating condition at all times.

**Section 5.**

The Employers and the Unions together shall create a joint committee of qualified representatives for the purpose of consulting among themselves and with appropriate government agencies, state and federal, on matters involving highway and equipment safety.

**Section 6.**

It shall be the duty of the Employer to keep the loading dock area, including railheads, free and clear of oil, grease, debris, falling parts from tractors, trailers, snow, ice and standing water.

It shall be the duty of the Employer to provide drinking water within a reasonable distance of the loading area.

The issue of adequate sanitary facilities will be considered a proper subject matter for the grievance process.

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### **Section 7.**

A first-aid kit will be available to employees at all hours of the day or night on company premises.

Employer shall comply with federal and/or state regulations.

All new equipment ordered after the ratification of this Agreement will have sufficient lighting for night work. This lighting will be maintained and kept fully operational.

### **Section 8.**

The drivers' room shall be heated in the winter and cooled in the summer.

Employer will provide facilities to do paperwork.

### **Section 9.**

Any controversy over whether units with dual wheels can be hauled on a particular type of trailer will be referred to the Standing Joint Equipment Committee.

### **Section 10.**

All air gauges are to be kept in working condition. On all new tractors ordered after the effective date of this contract, air gauges shall be mounted in the dash or in the immediate dash area, clearly visible from the driver's seat.

## **ARTICLE 44. REPORTING AND DISPATCH TIME**

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 his legal rest period. If a driver fails to so report he shall be dropped to the bottom of the availability list. Provided, however, that no driver shall be required to report for work between the hours of 12:01 A.M. and 5:00 A.M. and must be notified before 8:00 P.M. if he is to depart on a trip before 12:00 Midnight unless otherwise mutually agreed between the Employer and the employee. No driver shall be penalized for refusing to go out on the following legal

## **Article 44**

holidays: Labor Day, Thanksgiving Day, December 24th, Christmas Day and New Year's Day.

This paragraph does not apply to local operations.

The parties acknowledge the obligation of the Employer and the Local Union to negotiate local rules governing dispatch procedures; however, nothing in this Article will be construed to prevent the Employer from dispatching in a manner which enables it to meet its customers' shipping and delivery requirements.

## **ARTICLE 45. INSPECTION OF VEHICLES**

Employees shall have the right to refuse any vehicles that will not meet joint inspection of the Employer and the employee at the time of receiving vehicles for transportation because of damages, lack of tools, tires and other equipment unless such notations are noted upon delivery slips, or inspection forms releasing such employee from the responsibility for same.

A driver will not be required to load any unit with a dead battery, nor will the driver be required to load any unit that will not run or any unit with an undersized tire.

## **ARTICLE 46. RULES AND REGULATIONS**

All employees shall receive from all Employers a written copy of the Company's rules and regulations to which such employees are subject, which rules and regulations must be approved by the National Automobile Transporters Joint Arbitration Committee and/or the appropriate Area Committee.

All employees shall receive copies of current changes in Rules and Regulations.

The parties agree that the Employer will not make significant changes in its method of operation at any given facility which

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would materially effect working conditions without first meeting with the Local Union and discussing the impact of such changes.

# **ARTICLE 47. ABSENCE**

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

The Employer agrees to grant necessary and reasonable time off, without discrimination, without pay and without loss of seniority, to any employee designated by the Union, in writing, for a period not to exceed sixty (60) days to attend a labor convention or to serve on official Union business.

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

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for a total of one hundred and eighty (180) days, with no extensions or exceptions.

During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

The above paragraph does not apply to a valid leave of absence granted prior to June 1, 1976.

## **Section 3. Leave for Non-covered Position**

The Local Union and the Employer shall agree, subject to the approval of the appropriate Joint Area Arbitration Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon

## **Article 47**

their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

## **ARTICLE 48. UTILIZATION OF EQUIPMENT**

It is agreed that Article 48 shall become inoperative to an operation of the Employer on any day that there are not enough loads to dispatch the available drivers or drivers who become available during regular dispatch hours. An Employer utilizing this Article shall insure the equitable distribution of loads.

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 day. It is the expressed intent of the parties that these loads be equally allocated to the greatest possible extent. For purposes of calculating twenty percent (20%) of a terminal's loads, only logically deliverable loads will be considered; competitive loads and shuttle loads will be excluded; and city trips will only be considered to the extent that four (4) city trips will constitute one (1) load.

There will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.

This Article does not apply to any approved competitive backhaul agreements nor does it prevent any two (2) companies or any two (2) different Local Unions from entering into such agreements.

This Article shall apply to the Central-Southern Area only, unless another Conference shall agree to be bound by same.

### **Section 1.**

The Unions recognize the need of the Employers to obtain maximum utilization of equipment. The Unions agree to cooperate with the Employers to obtain this objective in accordance with the provisions set out below:

(a) Where work is slow at a driver's home terminal, he/she can be required to deadhead to another terminal on a single trip basis. Such

## **Article 48**

driver shall be dispatched with a load in the general direction of his/her home terminal. Such foreign driver shall be given a trip nearest or beyond his/her home terminal regardless of the local dispatch rules in that terminal. Such driver shall be processed through the dispatch in no more than thirty (30) minutes from registering in at such terminal. Failure on the part of any backhauling terminal to expedite will make such driver eligible to be paid all time spent at such terminal from the registering in time until he/she is dispatched. Such time is to be paid at the appropriate hourly rate in effect at the time of such delay.

In the event the terminal does not have or does not keep time records for these types of dispatches, then the driver's own records; i.e., logs and/or extra pay request forms will establish the time to be paid.

The type of local dispatch; i.e., "seniority", "time" and/or "first in first out" may not interfere with expediting any otherwise eligible backhauling driver under this section.

This subsection (a) shall immediately become inoperative at any terminal on any day that drivers are deadheaded to another terminal on a single trip.

No terminal may utilize the provisions of this subsection (a) for more than seven (7) work days without discontinuing its use for an additional seven (7) successive work days. Claims of abuse of this subsection (a), after being taken up with the Employer, are proper subjects for submission directly to the appropriate Area Committee, upon mutual consent.

(b) Any driver voluntarily going into a foreign terminal to handle overflow traffic, will work out of that terminal at the bottom of the open board, as defined at that location, under the local dispatch rules governing such terminal for a period not to exceed twenty-one (21) days. Any such driver will be entitled to the daily guarantee under Article 60 and all motel expenses will be paid by the foreign terminal and will receive \$30.00 each day for meals while working out of that terminal and will be provided with a load in the direction of the foreign terminal in order to get him/her to that location, and will be given a load in the direction of his/her home terminal at the

## **Article 48**

conclusion of the assignment, in both instances irrespective of the dispatch procedures in effect.

(c) No company shall utilize any provisions of this Article in order to interfere with and/or circumvent other contractual requirements under Article 38 of this Agreement.

(d) Employers who operate a central dispatch or similar system will maintain a procedure for documenting calls made by drivers regarding backhauls, and information regarding individual cases will be made available to the local union upon request. Where the Employer tape records such calls, the information will include logs of those tapes.

(e) Foreign road drivers will not be dispatched under this Article 48 with any loads of less than thirty (30) miles to the first drop.

### **Section 2.**

The parties further mutually agree to maximize return traffic. The purpose of such agreement is to:

(a) operate the truckaway operation as efficiently as possible;

(b) place the Employer in a better position to develop additional traffic;

(c) maximize the earning opportunity of truckaway personnel;

(d) create better job security for employees in the truckaway industry; and

(e) increase the number of jobs, resulting in the development of increased traffic moving by the truckaway method.

(f) to create equitable treatment between each terminal affected by this Article.

### **Section 3.**

(a) Any driver may be dispatched with a trip toward his home terminal regardless of dispatch procedure at the foreign terminal.

## **Article 48**

(b) Foreign drivers, on one (1) load only, shall be given priority to be loaded out first. Equal treatment shall be afforded to all Local Unions.

(c) Once dispatched from his home terminal, a driver may be required to pull a maximum of one trip away from the direction of his home terminal, if there is no trip in the direction of his home terminal available, provided that such an “away” trip has been made available to the domiciled drivers at the dispatching terminal. The forgoing will not preclude a driver from voluntarily picking trips away from the direction of his home terminal.

(d) 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.

## **Section 4.**

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.

## **Section 5. A-B-C Dispatches**

This Section requires that a driver be dispatched from his home terminal on multiple trips. Any driver may be dispatched from point “B” with drivers on layoff in a direction other than his home terminal provided that:

(a) at location “B” (contemplating “A” as his home terminal) domiciled drivers signed on the board are protected for that day’s dispatch;

(b) load from point “C” is in general direction of his home terminal; and



## **Article 48**

(c) driver must be paid total loaded miles equal to a minimum of two-thirds (2/3) of his total miles traveled.

(1) Any company utilizing this Section shall every one (1) month make available to each Local Union involved a complete review, in writing, of the loaded miles that have been allocated to other terminal drivers and the loaded pay miles that have been allocated to this terminal's drivers from other sources. Each terminal must receive the same amount of loaded pay miles from other sources as is taken from their terminal. Any company or companies that fail to comply with the above shall lose the benefits of this Article.

(2) The above procedures may apply to intercompany operations. However, any two (2) companies involved must meet with their respective Local Unions for the purpose of working out a backhaul program. Any disagreement may be submitted by any of the parties to the Central-Southern Area Arbitration Committee and their decision shall be final and binding upon the parties.

### **Section 6.**

Any Company must be fully signatory to the National Agreement of NMATA and fully signatory to the Central-Southern Supplement to utilize Article 48.

### **Section 7. Voluntary Open Board**

The following provisions relate only to voluntary participation by an employee. The Employer may not force or mandate an employee to participate or discipline an employee for refusing to participate in a voluntary open board at any location.

(a) The parties acknowledge that the truckaway sector has become a more on-demand environment where product holds and sudden releases of new vehicles occur with greater frequency. In order for NMATA carriers to continue to serve OEMs on a national basis, an employer must on occasion deploy drivers and equipment on an as needed or "on-call" basis if they are to maintain market share and remain competitive. This may include hauling traffic

## **Article 48**

from plants, railheads and VDCs that are not currently serviced by a union carrier. Towards that end, this section shall allow an Employer to establish a voluntary open board (VOB) at any location for drivers who will operate throughout the system on temporary work assignments consisting of tours of duty of up to one week at a time, during which tour of duty they will be routed and dispatched through the Company's central dispatch department.

(b) Bidding for such boards will be voluntary and handled locally. Open board drivers will not be given any loads that have not already gone through the regular dispatch system with the exception of his return trip(s) in the direction of his home domicile. If a location has a first in/first out dispatch system, all loads must have been posted and offered for a minimum of two (2) hours before becoming available to a VOB driver.

(c) Such VOB boards will be limited in size at each location to a maximum of 10% of the location's active seniority list during any given week. Open board drivers will work in the Company's system for up to one week per tour of duty, and thereafter will be entitled to time off at their home terminal location for two (2) consecutive days per week for each week (or prorata share at the driver's discretion.) This does not prohibit a driver from voluntarily agreeing to stay out up to an additional week and receiving the equivalent time off upon return.

(d) Regardless of the type of traffic being hauled, a VOB driver's tour of duty will be paid as follows: the first two trips will be paid on the basis of the longest trip at the full rate and the shorter at the frozen rate. Successive trips during the tour will be paid under the same methodology. If a driver's tour ends with a single trip not paired as above, the driver will be paid the full rate for that trip. Uncontested pay shortages will be handled in accordance with Article 55, Section 2.

(e) During each tour of duty voluntary open board drivers will be dispatched in a manner to maximize their loaded miles, but will be limited to no more than two successive trips out of the same terminal location. Regardless of the type of dispatch sys-

## **Article 48**

tem, any trips given to VOB drivers must have been made available to the domiciled drivers at the dispatching terminal per this section. Operational violations of the Voluntary Open Board will be subject to the penalty of suspension of utilization contained in Section 4.

(f) An employer utilizing this section shall prepare monthly statements regarding VOB driver activity. Such reports shall identify the driver by his initials or employee number, the driver's Local Union number and terminal location, and percent of drivers that were utilized during the month at each affected terminal or location. Such information will be available to the Local Unions from TNATINC as requested. In addition, the employer shall report information on all VOB trips including the load number, origin and destination, and the date and time of dispatch departs the terminal or facility on a quarterly basis to TNATINC in Washington, DC. Additional information may be requested by TNATINC to fully evaluate the use of this section. Such information shall be supplied within 30 days of the end of the reporting period unless requested earlier by TNATINC.

## **ARTICLE 49. JOINT COMMITTEE FOR UTILIZATION AND RETURN HAUL**

For the purpose of utilization of equipment and movement of traffic between two (2) or more different areas, and where it is practical to work out a regular backhaul, upon the Employer's request the Unions having members that would be involved and/or affected in a backhaul agree to meet with the Employer after he has shown proof of the traffic warranting the regular backhaul. The Unions and the Employer will work out a dispatch procedure between the areas affected, and such agreement will be effective and operative irrespective of the dispatch procedure in the terminals which would be involved. The Employer and the Unions agree that there will be established permanent joint committees referred to as the Central Joint Committee for Utilization and Return Haul and the Southern Joint Committee for Utilization and Return Haul set

## **Article 49**

up for the purpose of settling disputes regarding such agreements and/or approving such agreements. Agreements under this Article may involve more than one Company; should provide for equal distribution of traffic; and should provide, among other things, that the operation in question would continue in the event of layoff at any of the locations.

This will confirm our understanding in negotiation of Article 48 flexibility in the current negotiations as to cross interpretation of Section 5(c), Article 38 at which time our Employers Committee stated that Section 5(c) shall not be used by the Employer to remove his obligation of offering any work to laid-off employees.

In the application of Article 48, the Employer will comply with Article 38, Section 5(c) before using another carrier's equipment in the instances of using outside help to move traffic.

## **ARTICLE 50. SAFETY AND/OR DAMAGE PREVENTION MEETINGS**

No Employer shall require employees to attend more than one (1) safety and/or damage prevention meeting and/or training session per month unless mutually agreed between the Local Union and the Employer. Any employee who attends such a meeting or session will be compensated at the applicable hourly rate.

The Employer shall notify employees at least five (5) days prior to such meetings so employees can make arrangements to attend.

Local dispatch rules will govern the dispatching of drivers on any day where the driver is to attend such meeting.

No currently existing local agreements covering this matter will be changed except by mutual agreement of the Company and Local Union.

## ARTICLE 51. VACATIONS

### Section 1.

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have been employed twelve (12) months and each year thereafter up to the third (3rd) year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up 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, but the effective date of this paragraph is September 1, 1973 for all employees having an anniversary date falling on September 1, 1973, or thereafter.

(b) An employee will qualify for his/her first vacation on his/her first anniversary date of employment; to qualify for each vacation period thereafter, it is sufficient if the employee remains on the active seniority roster for ten (10) months out of the twelve (12) month period, but in no event can he/she earn more than one (1) vacation in each twelve (12) month period.

(c) Any employee who has quit, been discharged, or laid off before reaching his/her ten (10) months shall be entitled to the vacation pay earned on a pro rata basis provided he/she has worked his 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.

### Section 2.

The vacation pay shall be computed on the basis of two percent (2%)

## **Article 51**

of the annual earnings of employees for said twelve (12) month period and like amount for each additional week's vacation; only regular employees on the seniority list shall be eligible for vacation pay.

### **Section 3.**

Vacations shall be set by the Employer with due regard to desires and preferences of the employees consistent with efficient operations. However, no Employer shall use this Section to arbitrarily refuse to allow an employee to take a vacation. Employers shall post vacation schedules between January 1 and March 31 of each year to allow employees to bid on their vacation. Said vacation schedule shall remain posted for thirty-one (31) days. Seniority shall prevail, however, each employee shall only have one (1) first bid, in case he splits his vacation period.

The Employer will grant or deny a request for vacation, in writing, within 7 days of the request.

### **Section 4.**

For the purpose of determining the eligibility for vacation, it is agreed that the time lost by reason of illness of the employee who remains on the regular payroll or non-operation of the Employer shall not be charged against the employee.

### **Section 5.**

Vacation provisions in effect at the time of the signing of this Agreement shall be maintained and vacation provisions in effect shall be improved wherever specific provisions for improvement were made in this Article.

### **Section 6.**

If an employee takes his vacation during a week in which one (1) of the specified holidays occurs, he/she shall be entitled to holiday pay in addition to his/her vacation pay.

Employee shall be entitled to an additional day off for each holiday that occurs during his vacation period, however, he must advise his Employer of his date of return, prior to leaving on his/her vacation.

**Section 7.**

Vacation pay shall be paid by separate check.

**Section 8.**

In an effort to reduce absenteeism, employees will be allowed to take one (1) week of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy eligibility requirements in addition to the following:

1. Employees must be eligible for two (2) or more weeks of 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 employee and be consistent with efficient operations.

4. Single vacation days may not be used the workday prior to or after a holiday unless mutually agreed to by the Employer and employee.

5. Full week vacations shall have preference over single day vacations.

6. Employee must notify his/her Employer in writing of his/her intent to use vacation one day at a time in June of 2017 and in March of each succeeding year.

The above language shall not supersede current local agreements.

## **Article 52**

# **ARTICLE 52. HOLIDAYS**

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day and Good Friday. Effective June 1, 1980 employees will receive one (1) additional paid holiday in the form of a personal holiday.

### **Section 1.**

All employees, except probationary employees, who are available for work preceding or following an observed holiday shall be paid eight (8) hours (ten (10) hours for employees on a four (4) day ten (10) hour workweek where the holiday occurs within the scheduled workweek) 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 an employee (excluding road drivers) is required to work on any of these days, he shall receive his normal rate of pay for the time worked in addition to the eight (8) hours' (ten (10) hours for employees on a four (4) day ten (10) hour workweek where the holiday occurs within the scheduled workweek) holiday pay.

All other compensable days off under this Agreement that occur within the four (4) day ten (10) hour workweek will be paid at ten (10) hours pay, and such compensable days that occur outside the four (4) day ten (10) hour workweek will be paid at eight (8) hours per day.

Drivers performing work on the holiday 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.



## **Article 52**

In the event an employee does not take a personal holiday prior to May 31st of any year, and he/she has worked at least ninety (90) days during the contract year, including holidays, vacations and compensable jury duty, and remained on the seniority roster (active or inactive) for the complete contract year, he/she shall be paid eight (8) hours pay at straight time for the holiday. Working on May 31st does not constitute working on a personal holiday.

### **Section 2.**

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreements. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

## **ARTICLE 53. HEALTH AND WELFARE**

Effective August 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of three hundred seventy-four dollars and seventy cents (\$374.70) per week. However, if a participant works only two days or less in a week, the Employer is only obligated to pay thirty four dollars (\$34.00) for that week.

Weekly contributions thereafter will be made to maintain C-6/Teamcare coverage as follows:

Effective August 1, 2017, an amount not to exceed \$406.65 per week;

## Article 53

Effective August 1, 2018, an amount not to exceed \$411.50 per week;

Effective August 1, 2019, the published weekly rate necessary to maintain benefits;

Effective August 1, 2020, the published weekly rate necessary to maintain benefits.

(a) 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 the Supplemental Agreement(s).

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

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the 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.

New York employees shall be covered by the Automobile Transporters Welfare Fund of New York and the Chicago employees shall be covered by the Local Union #710 Welfare Fund.

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all no-

## **Article 53**

tice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

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

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

The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Central and Southern Areas Supplemental Agreements are eligible to participate in the Health and Welfare Program provided for under Article 53 of this Agreement.

### **Article 53**

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

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

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.

The Employer will have a specific procedure in place, including designated management personnel, for employees to access in order to address Health and Welfare coverage issues which may arise following an employee's return to work so that appropriate insurance coverage can be verified.

## **ARTICLE 54. PENSION**

(a) Beginning August 1, 2016, 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).

(b) By execution of this Agreement, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund

## Article 54

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 Agreement and who otherwise meet the eligibility requirements of the pension plan.

(c) 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 otherwise in the Supplemental Agreement(s).

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

(e) During the life of this Agreement, the Employer shall continue to make contributions to the Pension Fund in such amount as may be determined on an annual basis by the Pension Fund to be necessary to maintain the benefits then in effect.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the 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.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for all employees except

## **Article 54**

employees who are members of Local Union #710 who shall be covered by the Local Union #710 Chicago Pension Fund. There shall be no other pension fund under this Agreement.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

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

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

## **Article 54**

The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Central and Southern Areas Supplemental Agreements are eligible to participate in the Pension Program provided for under Article 54 of this Agreement.

The Employer shall make contributions into the applicable Pension Fund in the maximum amount of sixty-eight dollars and forty cents (\$68.40) per day effective August 1, 2016, for casual or extra employees. On August 1, 2017, August 1, 2018, August 1, 2019, and August 1, 2020, this daily contribution rate shall be increased in the amount of the 8-hour equivalent of the hourly increases, if any, allocated to pension under Article 54(e), above, on each such date. The Pension Fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on his behalf.

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

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

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.

## **Article 55**

# **ARTICLE 55.**

### **Section 1. Sanitary Facilities**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

At any facility from which an Employer operates on a regular basis, toilet facilities will be available for employees. Compliance with this provision will be proper subject for the grievance procedure.

Drivers' and mechanics' break rooms, will be kept clean, free from pests, with adequate heating and cooling.

### **Section 2. Pay Shortages**

The Employer will utilize printed forms for requesting delay and any other miscellaneous pay items, which forms bear a distinct number and which provide for a copy to be retained by the employee. Any pay to an employee resulting from the submission of such form will be clearly itemized and identified on the payroll check or pay sheet by reference to the number on the request form or the trip number involved.

Uncontested shortages on paychecks are to be corrected by a supplemental paycheck at the local terminal within seventy-two (72) hours excluding Saturdays, Sundays, and holidays. In the event the Employer does not have a supplemental paycheck within seventy-two (72) hours, the pay shortage must be paid immediately in cash or by check at the local terminal and drivers will be paid at their applicable hourly rate for eight (8) hours per day until such payment is received.

Employees' payday shall be no later than the ending of his 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.



## **Article 55**

An Employer may deduct overpayments or adjustments specifically for corrections on competitive runs, double payments, cash shortages and cash advances. (Funds supplied to drivers for payment of fines or traffic tickets shall not be considered cash advances for purposes of this section.) Such deductions must be made within sixty (60) days of the error. No other deductions, including deductions for fines, may be made without written consent of the employee or until approved by a committee after a request is filed by the Employer.

### **Section 3.**

The Employer agrees to itemize paychecks and individually put in sealed envelopes, unless otherwise agreed.

The Employer agrees to itemize each trip and any delay pay in all paychecks issued to employees, and checks shall be placed in individual sealed envelopes which shall be mailed to the employee's home address at the employee's request. Social Security number will not be used on the outside of paycheck envelopes for any reason.

### **Section 4.**

The drivers, garage and yard employees shall be paid weekly, however, the Employer may have a holdback of two (2) weeks subject to approval of the appropriate Area Committee.

### **Section 5.**

The Employer shall be responsible for obtaining all licenses and permits for company equipment. The Employer shall further affix new or renewed licenses, plates or stickers to the trucks and see that they are placed in the truck pouch. The Employer shall also remove expired plates or permits from the truck and see that any expired permits in the truck pouch are removed. Fines incurred as a result of permit violations will be the responsibility of the Employer, and no such fines shall be deducted from the driver's pay. This does not relieve the driver of his/her responsibility to check for the necessary permits on or in his/her truck on each trip. Drivers shall also comply with any reasonable procedures which the Employer may establish to insure proper permitting on trips. If the driver

## **Article 55**

finds, during the pre-trip inspection, that proper permits are not on or in the truck, he/she shall bring the pouch to the designated company representative for review. If the Employer incurs any fines due to a lack of permits as a result of a driver's willful or negligent refusal or failure to comply with the above responsibilities, the driver will be subject to the following: First offense: reprimand; Second offense: one-day suspension; Third or subsequent offenses: three (3) day suspension. Further, the Employer will place information in each truck pouch or permit book as to the permit requirements for traveling through and/or making delivery in each state and continue to otherwise make information available to drivers as to license/permit requirements in various states.

In the event the Employer requires a driver to operate 75' long and/or 102" wide equipment on routes that prohibit same, the Employer shall be responsible for a resulting fine. This shall not apply to unnecessary overlength fines. The Employer will also pay parking tickets issued to a driver resulting from the driver being required by a customer to unload in a street.

## **ARTICLE 56.**

No subject matter negotiated to conclusion and inserted into, deleted from, or rejected in the National Master Agreement and/or Area Supplements will be a proper subject for Local Rider negotiations unless mutually agreed otherwise by the parties or unless specifically referred back.

## **ARTICLE 57. TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)



**PART II—TRUCKAWAY**

**ARTICLE 58.**

**Section 1. Loading Rate**

The per unit loading pay shall be as follows:

	RATE PER VEHICLE				
	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
6 Vehicles					
or less	\$4.21	\$4.26	\$4.31	\$4.37	\$4.45
7 Vehicles	\$4.39	\$4.44	\$4.49	\$4.55	\$4.63
8 Vehicles	\$4.88	\$4.94	\$5.00	\$5.07	\$5.16
9 Vehicles	\$5.39	\$5.45	\$5.52	\$5.60	\$5.70
10 Vehicles	\$5.81	\$5.88	\$5.95	\$6.03	\$6.14
11 Vehicles	\$6.19	\$6.26	\$6.34	\$6.43	\$6.55
12 Vehicles	\$6.61	\$6.69	\$6.77	\$6.86	\$6.98
13 Vehicles	\$6.68	\$6.76	\$6.84	\$6.94	\$7.06
14 Vehicles	\$6.74	\$6.82	\$6.90	\$7.00	\$7.13

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate per-car loading rate will be determined by the Central/Southern Negotiating Committee.

The drivers shall load vehicles on trucks, whenever requested by the Employer, but the Employer shall have the option to load vehicles by employees other than drivers.

Proper loading dock facilities shall be provided and reasonable yard help shall be furnished. Any dispute concerning size of yard crew or dock facilities shall be handled as a grievance.

The Employer will provide training to any employees who are assigned a new type of equipment or equipment with any new type of securement devices.

At least one (1) mechanic to be on duty at regular dispatch time.

## **Article 58**

Mechanic shall remain on duty up to two (2) hours after regular dispatch ends if any drivers are still loading.

Dealers' delivery addresses, and not post office boxes, phone numbers, and available information relating to known problem or off-site dealership loading areas are to be shown on all invoices or delivery sheets.

Where driver is given a double dispatch on Friday, and is unable to load the second (2nd) load on Friday and/or is instructed by the Employer to load and deliver on Saturday, at least one (1) mechanic must be on duty while he is loading.

### **Section 2. Penalty for Improper Baying of Cars**

It is agreed that all cars shall be put in bays. Cars must be placed in such a fashion so that it will not be necessary for the driver to move any cars other than those listed on the invoice of his load. Violation of this paragraph shall subject the Employer to a loading charge of one dollar and fifty cents (\$1.50) for each car improperly bayed.

### **Section 3. Time Allowance Loading**

(a) The maximum time allotted for loading cars or trucks by drivers at the rates specified above per vehicle shall be as follows:

First six vehicles	10 minutes per vehicle
Seven vehicles	Additional 15 minutes for 7th vehicle
Eight vehicles	Additional 15 minutes for 8th vehicle
Nine vehicles	Additional 15 minutes for 9th vehicle
Ten vehicles	Additional 20 minutes for 10th vehicle
Eleven vehicles	Additional 30 minutes for 11th vehicle
Twelve vehicles	Additional 30 minutes for 12th vehicle
Thirteen vehicles	Additional 10 minutes for 13th vehicle
Fourteen vehicles	Additional 10 minutes for 14th vehicle

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate time allowance loading for the fifteenth (15th) and subsequent vehicles will be subject matter for the Central/Southern Negotiating Committee.

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(b) All time that the driver and/or driver-owner is delayed beyond the average of the loading time allowance per car per load, whether such delay is caused by loading or delayed billings or receiving of vehicles, etc., shall be paid at the applicable rate per hour for all hours in the service of the Employer over and above the time allotted for loading. This specified rate is applicable for the term of the Agreement except for applicable cost-of-living increases. Any such compensation paid to an owner-driver is not to be deducted from his truck earnings.

Any waiting time requests which set forth a bona fide reason for the delay, such as dead battery, car out of gas, over-height load, flat tire, mechanical problems, lost vehicles, etc., the driver shall be paid for the actual time delayed in addition to the regular loading pay. The Employer must have a method for verifying a driver's loading delay or the driver's statement of actual delay time will be paid. However, the Employer is not obligated to pay a slow loader. Any deadlocked cases on this subject must be heard by the Central/Southern Negotiating Committee.

It is mutually agreed that the Employer and the Local Union will have the right to work out an incentive plan on the matter subject to approval of the appropriate Area Grievance Committee.

(c) The Employer and the Union will cooperate to prevent abuses of the loading time provision.

### **Section 4.**

No driver shall be required to load in the public streets, except in case of emergency.

A driver will not be held responsible for unavoidable damages, accidents or fines resulting from required loading, unloading, or re-loading on public streets.

### **Section 5. Pickup at Plant**

Any driver and/or owner-driver dispatched to the factory to pick up a load of automobiles shall be paid at the appropriate rate per hour for all hours in the service of the Employer over and above the time

## **Article 58**

allotted for loading. Any such compensation paid to an owner-driver is not to be deducted from his truck earnings.

## **Section 6.**

Compensation to be paid to driver who finds it necessary to unload and reload a vehicle or vehicles from his trailer in order to effectuate the delivery of other vehicles on his load shall be as follows:

It is assumed, for the purpose of this Section, that a driver will load his unit in such a manner that the closest deliveries will be made first without having to go through the trouble of unloading and reloading. We are only talking about those situations where a vehicle can only be loaded in certain positions on the trailer because of the type of trailer and the size of vehicle, etc., is intended to be covered. Even in such latter instances if an Employer instructs a driver to deliver to the farthest point first and back-track in order to make his other deliveries, the instructions must be followed and the driver will be paid for all mileage traveled until the complete load is delivered. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement. Where a driver is instructed to deliver to the closest point first and has to unload and reload a vehicle or vehicles in order to make a delivery, he shall be paid a premium of five dollars (\$5.00) per vehicle for such additional work, each time he performs such work. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement.

A standing subcommittee shall be appointed for the life of the Agreement whose responsibility it shall be to determine which trucks it would be dangerous to load off the ground. Said information shall be noticed to the Industry by bulletin and the subcommittee shall have the authority to make revisions in the list during the life of the Agreement.

## **Section 7.**

The supervisor at regular dispatch time must approve, in writing, all over-height or over-length loads when an employee requests same.



## **Article 58**

No driver will be required, coerced, intimidated or cajoled into violating any federal, state or local code, rule or regulation. If supervisor approves the load and the driver makes a reasonable effort to deliver the load safely, the driver will not be held responsible.

### **Section 8.**

A driver shall be paid five dollars (\$5.00) for all salvaged items when requested by the Employer to return same.

### **Section 9.**

A driver shall not be required to load farm tractors on the head rack.

### **Section 10.**

Vans or buses, used in dealer driveaway programs, owned by the Employer will be air-conditioned and have heaters in the rear of the vehicle. On leased vans or buses, if possible, same will apply. This paragraph is not applicable to vehicles used for shuttling drivers in the yards or terminals.

### **Section 11.**

Return Transportation - When a driver leaves a unit and returns to his home terminal or is dispatched to another terminal to pick up a unit, he shall be provided transportation the same as driveaway drivers. If there is an agreement between the Employer and Local Union at a location that other than public transportation may be utilized in cases of equipment transfer, compensation for the trip shall be the hourly rate for the number of hours involved in the trip, to be divided among any drivers in the vehicle.

### **Section 12.**

A standing committee will be established to discuss, investigate and determine loading practices, including but not limited to excess loading time, cargo damage, yard help, shuttle service, as well as car pullers. Present practices shall be maintained unless changed by mutual agreement.

## **Article 59**

# **ARTICLE 59.**

### **Section 1. Paid-for Time**

(a) When a driver and/or owner-driver reports after being called to work and is held up or delayed for loads or bills or equipment, he shall be paid at the appropriate rate per hour; provided, however, that such delays result in a loading time in excess of the loading time allowance per vehicle. Any such compensation paid to an owner-driver is not to be deducted from his truck earnings. With respect to owner-drivers only, any delay arising out of breakdown of tractor and/or tire failure is to be excluded.

Absent a local agreement, a driver will be paid fifteen (15) minutes for self-fueling his truck on the road.

### **Equipment Shopping**

(b) The Employer shall schedule preventive maintenance; equipment must be available after twelve (12) hours shop time.

When equipment is shopped for necessary repairs, after twenty-four (24) hours, the driver must take spare equipment. If spare equipment is given to a driver, he must have the equipment back for the regular driver. (Local dispatch rules to cover the dispatching of spares) or, at the Employer's option, the driver shall be paid eight (8) hours' pay out of each twenty-four (24) hours until the driver with least seniority returns to the terminal with company equipment at which time he shall be allowed to bump the available company unit, regardless of type of unit. Sundays or holidays shall not be included in the twenty-four (24) hour period unless the shop is working seven (7) days a week. In case of major repairs, a period of forty-eight (48) hours shall be allowed for assignment of equipment or pay. The Employer shall notify the driver when his equipment is repaired and ready to load.

(c) The Employer will not dispatch an assigned piece of equipment which has been shopped for necessary repairs until such equipment has been repaired. Equipment needing minor repairs,

## **Article 59**

including but not limited to windshield wipers, mud flaps, tire repair, loose mirror or any other repairs of a minor nature which can be repaired in a short period of time, shall receive priority and be repaired as soon as possible.

(d) When a driver is at another terminal of the Employer and his equipment is shopped for repairs, he cannot be forced on that terminal's extra equipment except to return to his home terminal.

### **Section 2. Call-in Time**

Drivers or owner-drivers specifically called to work shall be allowed sufficient time without pay to get to the garage or terminal. If not put to work, the employees shall be guaranteed eight (8) hours' pay at the hourly rate specified in this Agreement, provided he reports at the agreed time. This provision shall not apply in case of strike or work stoppage. Call-in pay received by driver-owners is not deductible from truck earnings.

### **Section 3. Layovers, Breakdowns or Impassable Highways**

(a) When a driver is delayed through no fault of his own, such as weather conditions, waiting over weekends and/or holidays, unnecessary telephone calls, impassable highways where the highway is closed or breakdowns, or unnecessary delays at terminals or destinations, including at plants, shipyards, ports, auction houses and/or other pickup points, he 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 when 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 driver 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.

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### **Application of Preceding:**

(1) It is contemplated that when a driver starts out on his trip, he would normally have a ten (10) hour driving period available. In such a case if a breakdown occurred, he would receive as breakdown pay the difference between the hours actually driven and the ten (10) permissible driving hours. For example: If a driver had driven five (5) hours and broke down, he would be entitled to five (5) hours' breakdown pay in addition to his mileage pay in the first (1st) period.

If a driver had only driven one (1) hour and broke down, he would be entitled to nine (9) hours' breakdown pay in the first (1st) period. In both examples it is assumed the truck was not repaired prior to the expiration of the ten (10) hour driving period.

(2) The second (2nd) breakdown period begins at the end of the eight (8) hour rest period necessary at the expiration of the driver's previous ten (10) hour driving period. The driver's eight (8) hour rest period begins at the expiration of his permissible ten (10) hour driving period.

(b) 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.

Driver must be advised, in writing, within five (5) days of any contested delay time or breakdown time.

### **Unloading Delays**

(c) Drivers and driver-owners shall be paid the full hourly rate for all time spent in excess of fifteen (15) minutes per car for delays at each delivery point; provided, however, that permitted delays shall not exceed one (1) hour at any one (1) delivery point. This shall apply to both full loads and split loads and the fifteen (15) minutes will start after drivers have unloaded

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vehicles with the understanding that other unnecessary delays will still be paid the hourly rate of pay as prescribed in the present Agreement in addition to the above. The driver or driver-owner shall provide the Employer with proof of the delay as required by the Employer. This shall not be charged back to the driver-owner.

The Employers agree that if and when they are notified by the Local Union that a dealer is taking excessive delay time in checking the cars at time of delivery, that they will make every effort to correct this situation by contacting the dealer directly or handling same through the manufacturer.

### **Clevises**

(d) A driver shall not be required to take clevises off of automobiles.

### **Section 4. Dismounting Wheels**

Drivers shall be paid two dollars (\$2.00) for each wheel dismounted or mounted on school buses and commercial chassis.

### **Section 5. Car Cover Installation**

The Employer further agrees to pay driver one dollar (\$1.00) each for the installation of full car covers and driver is also to receive help with respect to the installation of the same. Also drivers shall receive fifty cents (50¢) each for the installation of all other car covers except top covers, including hood.

### **Section 6. Tire Change**

Where a driver is required in case of emergency to change tires, he shall be paid seven dollars and fifty cents (\$7.50). No driver shall be required to change tires on tractor trailer equipment.

### **Section 7. Split Deliveries**

In delivery of any split load, excluding local metropolitan operations, drivers shall receive:

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### SPLIT DELIVERIES

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st Skid Drop	\$ 3.71	\$ 3.75	\$ 3.80	\$ 3.85	\$ 3.92
2nd Skid Drop	\$ 5.86	\$ 5.93	\$ 6.00	\$ 6.08	\$ 6.19
3rd Skid Drop	\$ 6.52	\$ 6.60	\$ 6.68	\$ 6.77	\$ 6.89
4th Skid Drop	\$ 7.19	\$ 7.28	\$ 7.37	\$ 7.47	\$ 7.60
5th Skid Drop	\$ 8.02	\$ 8.12	\$ 8.22	\$ 8.34	\$ 8.49
6th Skid Drop	\$ 8.84	\$ 8.95	\$ 9.06	\$ 9.19	\$ 9.36
7th Skid Drop	\$ 9.71	\$ 9.83	\$ 9.95	\$10.09	\$10.27
8th Skid Drop	\$10.49	\$10.62	\$10.75	\$10.90	\$11.10
9th Skid Drop					
and over	\$11.32	\$11.46	\$11.60	\$11.76	\$11.97

In cities of 600,000 population (including Buffalo, New York, and Cincinnati, Ohio) and cities immediately adjacent thereto in delivery of any split load, excluding local metropolitan operations, drivers shall receive:

### SPLIT DELIVERIES IN LARGE CITIES

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st Skid Drop	\$ 3.71	\$ 3.75	\$ 3.80	\$ 3.85	\$ 3.92
2nd Skid Drop	\$ 8.11	\$ 8.21	\$ 8.31	\$ 8.43	\$ 8.58
3rd Skid Drop	\$ 8.68	\$ 8.78	\$ 8.89	\$ 9.01	\$ 9.17
4th Skid Drop	\$ 9.31	\$ 9.42	\$ 9.53	\$ 9.66	\$ 9.83
5th Skid Drop	\$10.18	\$10.30	\$10.42	\$10.57	\$10.76
6th Skid Drop	\$10.99	\$11.12	\$11.25	\$11.41	\$11.62
7th Skid Drop	\$11.80	\$11.94	\$12.08	\$12.25	\$12.47
8th Skid Drop	\$12.64	\$12.79	\$12.94	\$13.12	\$13.26
9th Skid Drop					
and over	\$13.46	\$13.62	\$13.78	\$13.97	\$14.22

In the delivery of split loads of farm tractors, drivers shall receive:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st skid drop	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92
2nd skid drop					
and each additional drop	\$4.53	\$4.58	\$4.63	\$4.69	\$4.77

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However, drivers shall be paid three dollars (\$3.00) for any skid drop where drivers have to unload and reload top farm tractors in order to deliver bottom farm tractors.

If a driver is requested or it becomes necessary to unhook from a trailer in order to effectuate delivery of a unit, he is to be paid a flat rate of one (1) hour to unhook and rehook the trailer.

### Section 8.

Whenever a driver is required to go to another automobile plant or boat dock, etc., to pick up automobiles to finish a load and/or load a partial load such a pickup shall be considered a progressive skid drop and the driver shall be paid in accordance with the above split delivery schedule. If this results in additional mileage, the Employer must pay the same or work out a flat rate.

### Section 9. Deadheading

Drivers and driver-owners dispatched to other terminals to pick up loads and failing to secure such loads, shall receive the prevailing mileage scale for "deadheading"; provided, however, that if loads are obtained, then the rate for deadheading shall be:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
4 car loads per mile	\$1.1415	\$1.15520	\$1.16906	\$1.18543	\$1.20677
2 and/or 3 car loads under 12,500 lbs. per mile	\$1.1390	\$1.15267	\$1.16650	\$1.18283	\$1.20412

providing that these rates will not pay less than fifty percent (50%) of total miles traveled at the regular rate.

If the drivers are required to make one (1)-way trips only, then they shall receive full mileage rates; provided, however, that transportation is provided for them to return to the home terminal. Deadheading wages for driver-owners shall not be deducted from truck earnings.

## **Article 59**

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

## **ARTICLE 60. DAILY GUARANTEE**

Regular drivers who are called to work and make one (1) or more trips per day (including metropolitan drivers) shall receive eight (8) hours' pay at the applicable hourly rate of pay, provided that such drivers shall not be worked on a split shift, but on consecutive trips, and further, that a day's work shall be eight (8) hours from the time of the driver's first trip. The Employer will have the right, subject to local negotiations, to package trips or otherwise dispatch in a manner to insure providing a full day's work.

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 week-end 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 61.**

### **Section 1. Wages**

Parties to this Agreement agree that the rates provided hereinafter are minimum rates and in no way reduce the present wage scale if such scale is higher than provided in this Agreement.

### **Section 2. 4-Car Rates**

The following rates of pay for four (4) car equipment or truck equipment, or equipment hauling farm tractors, or three (3) car equipment hauling loads of 12,500 pounds or more shall take effect on the dates shown:



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	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.19846	\$1.21284	\$1.22739	\$1.24457	\$1.26697
151 miles: flat rate per load	\$181.40	\$183.57	\$185.78	\$188.38	\$191.77
152 miles and beyond: per loaded mile	\$1.19340	\$1.20772	\$1.22221	\$1.23932	\$1.26163

**NOTE:** The rate of pay for the shortest leg of all non-competitive return hauls will be:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.00770	\$1.01979	\$1.03203	\$1.04648	\$1.06532
Over 150 miles: per loaded mile	\$1.00264	\$1.01467	\$1.02685	\$1.04123	\$1.05997

**Section 3. 2 and/or 3-Car Rates**

The following rates of pay for two (2) and/or three (3) car equipment up to 12,500 pounds shall take effect on the dates shown:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.19340	\$1.20772	\$1.22221	\$1.23932	\$1.26163
151 miles: flat rate per load	\$180.63	\$182.80	\$184.99	\$187.58	\$190.95
152 miles and beyond: per loaded mile	\$1.18834	\$1.20260	\$1.21703	\$1.23407	\$1.25628

**NOTE:** The rate of pay for the shortest leg of all non-competitive return hauls will be:

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	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.00264	\$1.01467	\$1.02685	\$1.04123	\$1.05997
Over 150 miles: per loaded mile	\$0.99758	\$1.00955	\$1.02166	\$1.03596	\$1.05461

## Section 4. Multiple Car Rates

The rates for delivering five (5) standard automobiles and/or mixed loads of standard and compact automobiles shall be three cents (3¢) per mile in addition to the regular rate established for four (4) car equipment.

The following multiple car rates shall take effect on the dates shown:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.22882	\$1.24357	\$1.25849	\$1.27611	\$1.29908
151 miles: flat rate per load	\$186.01	\$188.24	\$190.50	\$193.17	\$196.65
152 miles and beyond: per loaded mile	\$1.22376	\$1.23845	\$1.25331	\$1.27086	\$1.29374

**NOTE:** The rate of pay for the shortest leg of all non-competitive return hauls will be:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles: per loaded mile	\$1.03806	\$1.05052	\$1.06313	\$1.07801	\$1.09741
Over 150 miles: per loaded mile	\$1.03300	\$1.04540	\$1.05794	\$1.07275	\$1.09206

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All mileage pay in Sections 2, 3 and 4 are to be computed on straight mileage and not on cumulative mileage.

### **Section 5. Filler Loads**

When a driver is given a full capacity load at any point of origin and, prior to delivery of that load, but after delivery of one (1) or more vehicles from the original load, adds additional vehicles to the original load, driver shall be paid as follows:

(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.

All mileage pay on filler loads will be at full contract rate, with no reduced rate of pay. Filler loads apply only within one (1) company unless mutually agreed between the Local Unions involved.

If additional vehicles are added on any leg of a competitive trip, the entire trip shall be paid at the full rate.

Adding of additional vehicles to the original load may be done at only one (1) intermediate pick-up point, and a maximum of four (4) vehicles only may be added.

Filler loads are a matter for local negotiation on owner-operator operations.

### **Section 6. Compact Cars, Foreign and/or Domestic**

(a) Should five (5) or more compact, foreign and/or domestic motor vehicles be loaded on a 4-car trailer and the weight of said load does not exceed 14,500 pounds then, in that event, the driver shall receive the regular 4-car driver's rate of pay plus all other

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provisions of the Central-Southern Truckaway Supplement. If the weight of the load exceeds 14,500 pounds, the driver shall be paid the multiple car rate provided for in Section 4.

(b) If four (4) or more compact, foreign and/or domestic motor vehicles are transported in the trailer and one (1) compact motor vehicle is transported on the tractor head ramp, the driver shall receive the regular 5-car driver's rate of pay.

Tractor head ramp means the ramp over the cab only.

If at a later date during the life of this contract different types of tractors and/or trucks are used due to increased state length laws, this head ramp interpretation will be reopened for negotiations.

## Section 7.

When a driver makes a trip which is paid on the basis of the multiple car rate (Article 61, Sections 4 and 6) he shall receive in addition to the other compensation provided for therein, one-fourth cent (1/4¢) per cargo unit over the fifth (5th) cargo unit per mile over two hundred (200) miles, regardless of whether drop or drops are made on such load under two hundred (200) miles.

## Section 8. Double Trailer Rate

The following rates of pay for driving a double trailer unit shall take effect on the dates shown:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Per running mile	65.719¢	66.508¢	67.306¢	68.248¢	69.476¢

## Section 9. Sleeper Cabs

(a) The appropriate rate of pay for sleeper cab units (two (2) drivers) shall be two and one-quarter cents (2 1/4¢) per loaded mile in addition to the regular rate established in the Central-Southern Truckaway Supplement. Each driver on the sleeper cab shall receive one-half (1/2) of the above rate. The first (1st) outbound drop

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must be no less than five hundred (500) miles from home terminal except for existing approved runs.

(b) The Employer must pay both the driver's and the driver helper's health and welfare and pension and these cannot be charged back to the owner-operator.

(c) No Employer shall put on broker sleeper cabs without consulting the Local Union first.

(d) Employees who are hired as driver helpers shall hold seniority as a driver helper only and shall not be allowed to bump drivers in case of a layoff, except where the Employer and the Local Union have agreed or agree otherwise. However, if at any time there are job openings on the single driver operation, the driver helpers shall be given first opportunity to take said openings before new employees will be hired, and their seniority on the single driver operation shall be as of the date they start in that operation, however, they shall retain seniority from their date of hire for vacation purposes under the Central-Southern Truckaway Supplement.

(e) Each sleeper cab driver shall be paid a subsistence in the amount of \$10.00, which includes the cost of showers, for each twenty-four (24) hours or portion thereof.

### Section 10. Flat Rates

(a) The following percentage increases apply on all driving flat rates, driving zone rates and driving spot rates excluding shuttles and incentives for each of the following periods:

4/2/17-1.2%   6/1/17-1.2%   6/1/18-1.2%   6/1/19-1.4%   6/1/20-1.8%

(b) Local Riders containing driving zone rates, flat rates and/or spot rates where a differential for the sixth (6th) and seventh (7th) car has been provided for shall not receive the additional one dollar (\$1.00) per car provided herein. Increases for shuttle runs and incentive rates will be worked out on a local basis.

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### Section 11. Hourly Rates

With respect to over-the-road drivers only wherever the term “appropriate rate” appears in this Agreement, the following hourly rates shall apply:

April 2, 2017	—	\$24.33 per hour
June 1, 2017	—	\$24.63 per hour
June 1, 2018	—	\$24.93 per hour
June 1, 2019	—	\$25.28 per hour
June 1, 2020	—	\$25.73 per hour

### Section 12. Non-competitive Return Loads

Drivers shall be paid twenty-five percent (25%) of the gross receipts from return loads of other than motor vehicles. On return loads of motor vehicles other than as referred to in Article 61, Section 26, the mileage rate shall apply prorated:

For one (1) vehicle - 25% of said mileage rate for such return loads;

For two (2) vehicles - 50% of said mileage rate for such return loads;

For three (3) vehicles - 75% of said mileage rate for such return loads;

For four (4) vehicles - 100% of said mileage rate provided under the terms of this Agreement.

The provisions of this Section are for general application; provided, however, on short haul work, wage rates shall be established by local agreement subject to review and approval of the appropriate Area Committee.

### Section 13. Rail Diversion (Article 22)

The following mileage rates shall apply to agreements reached and implemented during the life of the contract under the terms of Article 22:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Full rate/Half rate					
Agreements:		Full/50% of the rates under Article 61, Section 4.			
Running Mile					
Agreements:	62.856¢	64.742¢	66.684¢	68.685¢	70.746¢

## **Article 61**

With respect to any pre-existing agreements approved in accordance with Article 22 under prior contracts, mileage rates paid under those agreements shall be increased by 1.00¢ per running mile and 1.2% per loaded mile (0.6% on half rate) effective April 2, 2017, June 1, 2017 and June 1, 2018; 1.00¢ per running mile and 1.4% per loaded mile (0.7% on half rate) effective June 1, 2019; and 1.00¢ per running mile and 1.8% per loaded mile (0.9% on half rate) effective June 1, 2020.

### **Section 14.**

All percentage rates shall be based upon the published prevailing tariff rates at the time deliveries are made.

### **Section 15. 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 in the city, town or municipality in which the dealer is actually located.

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**

Where the total miles on a run are considered, fractional paid-for miles shall be rounded to the next highest whole number.

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Such reductions will be posted on the bulletin board with a copy sent to the Local Union.

In no case shall the reduction of miles as set forth herein change or alter existing guarantees or conditions based upon present paid-for mileage.

(b) Mileages in effect on (effective date of contract) will not be adjusted except as a result of a dispute resolved under part (a), above, or of a 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.

(c) Where any companies have two (2) different mileages established between terminals, the drivers on said operation shall be paid the highest of the two (2) established mileages.

## **Section 16. Broken-Down or Wrecked Equipment**

(a) When drivers are sent out with tractors and semi-trailers to pick up broken-down or wrecked equipment, such driver shall receive the same pay as trailer capacity of the particular vehicle to the same destination, with a minimum of fifty-six dollars (\$56.00). Additional work performed by any driver in loading or assisting in salvage operations shall be paid for at the appropriate rate per hour.

(b) The minimum rate in this Section shall be as follows on each of the following dates:

April 2, 2017	—	\$67.12
June 1, 2017	—	\$67.93
June 1, 2018	—	\$68.75
June 1, 2019	—	\$69.71
June 1, 2020	—	\$70.96

(c) On return trips of drivers, if drivers pick up broken-down or wrecked equipment, they shall be paid as follows:



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April 2, 2017	—	\$1.12003 per mile
June 1, 2017	—	\$1.13347 per mile
June 1, 2018	—	\$1.14707 per mile
June 1, 2019	—	\$1.16313 per mile
June 1, 2020	—	\$1.18407 per mile

plus all hours worked in salvage operations. In no case shall the total of these items be less than the minimum rates established in Section 16(b).

### Section 17. Student Drivers

Student drivers shall be paid at a rate no less than that established by the Federal Wage and Hour Law, for a maximum of two (2) weeks. Student training period is not to exceed fifteen (15) days. Drivers shall receive one (1) hours pay additional per day (24-hour period) or major fraction thereof for training and instructing such drivers. It is further agreed that such student drivers shall not be worked more than the maximum hourly requirements of the Department of Transportation (DOT). Student drivers will be sent out with company drivers on company-owned equipment, and where there is no such company equipment, student drivers shall drive with driver-owners only by mutual agreement.

### Section 18.

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

### Section 19.

The terms, conditions and wage scales originating out of the area provided herein shall apply on all traffic through to final destination by truck, by one and the same carrier or where original carrier has the same certificated operating rights.

In the handling of traffic from terminals not covered by this Agreement, the driver shall be paid in accordance with the mileage rate and terminal additive in effect at the terminal where the freight originates or the mileage rate and terminal additive in effect at his home terminal, whichever is greater.

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### **Section 20. C.O.D.**

Drivers shall be paid one dollar and fifty cents (\$1.50) for each C.O.D. payment for cars per stop that is collected.

### **Section 21. Turnpikes and Toll Roads**

All Employers agree to use the Pennsylvania Turnpike between Irwin and Breezewood interchange stations for delivery to Baltimore and Washington area and general area; and between Irwin and Carlisle interchange stations for delivery to eastern Pennsylvania, New Jersey and New York general area.

When the Employer instructs drivers or driver-owners to use toll roads and turnpikes, the Employer will supply toll cards and pay the charges for same. Where the Employer collects in tariff for highway toll roads and turnpikes, drivers shall be dispatched over same.

### **Section 22.**

Any further increases with respect to Sections 2, 3, 4, 8, 10, 11, 13, 16(b), and 16(c) are subject to the following:

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **Section 23.**

No Employer will implement any regular shuttle work without first meeting and negotiating with the Local Union involved. Any dispute arising from same will be taken to the National Committee. Failure to reach agreement on the terms and conditions will not preclude the Employer from implementation, assuming that the Employer has made a good faith attempt to meet and negotiate in advance, but if an incentive rate is ultimately negotiated it will be retroactive to implementation, unless otherwise mutually agreed.

### **Section 24.**

Unless otherwise covered in a local rider or as a matter of past

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practice, and except in cases of daily emergency to cover traffic, an Employer who makes a permanent change in the type of equipment being utilized on an existing shuttle operation will first meet with the Local Union to discuss the effect of the change.

### **Section 25.**

In the event of a verified IRS audit, the Employer will provide, upon request of the employee, a copy of the employee's daily electronic logs covering the audit time period.

### **Section 26. Off Road/Utility Type Vehicles**

Effective March 30, 2017, drivers shall be paid twenty-five percent (25%) of gross receipts from loads of "Off Road / Utility types of vehicles under 150 hp". The minimum payment for such loads will be no less than the equivalent of the running mile rate plus loading and unloading.

The provisions of this Section are for general application; provided, however, on short haul work, wage rates shall be established by local agreement subject to review and approval of the appropriate Area Committee.

### **Section 27. Secondary Traffic**

The following provisions do not apply to Cassens Transport.

Effective March 30, 2017, for any Employer whose pay methodology for the handling of secondary market traffic is a percentage of revenue, drivers shall be paid as follows:

1. Drivers picking up used vehicles from various sites as a backhaul shall receive twenty-five percent (25%) of the total revenue as their total compensation for a 6 unit load or more.

2. Drivers picking up used vehicles from various sites as a backhaul shall receive thirty-five percent (35%) of the total revenue as their total compensation for 3 to 5 units.

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3. Drivers picking up used vehicles from various sites as a backhaul shall receive fifty percent (50%) of the total revenue as their total compensation for 2 units or less.

4. Secondary Market loads will be limited to no more than 2 pickup points or delivery points.

Pay for Secondary Market traffic will not be less than the running mile rate as provided for in the Central-Southern Supplement Article 61, Section 13 and is excluded from the provisions of Central-Southern Supplement Article 61, Section 18.

Any excess waiting time will be paid in accordance with the guidelines of the National Master Automobile Transporters Agreement and its Supplements.

If any previously approved Article 2, Section 8 Agreements do not contain the above provisions, those agreements are to be modified to include them.

Any disputes arising under this agreement shall first be addressed by the parties for an attempted resolution. Any unresolved disputes are subject to the grievance procedure under the guidelines of the National Master Automobile Transporters Agreement.

Between October 1, 2017 and October 31, 2017, at any locations where an Article 2, Section 8 Agreement regarding secondary market agreement was not in effect on the date of ratification of this agreement, the Local Union may serve notice, in writing, on an employer if the employees no longer wish to participate in the handling of secondary market traffic. Following such written notice the employees at that location will be considered to have opted out of participation of above.

The Employer upon request shall provide the Local Union all pertinent financial data to ensure proper payment of percentages, with no reductions or ancillary charges.

## **ARTICLE 62.**

### **Section 1. Owner-operators Fleet Equipment**

It is agreed that the Employer may lease the equipment of a fleet owner; a fleet being defined as three (3) or more tractors and/or tractors and semi-trailers provided the Employer assumes complete control and supervision of such equipment.

### **Section 2. Separate Drivers - Checks**

(a) It is further agreed by and between the parties hereto that in the event the Employer leases equipment from individual owners or fleet owners, then in that event the Employer shall pay the driver directly and separately from the lessor of said equipment. It is further agreed that should it become necessary for the Employer to hire extra equipment, only company employees shall be allowed to drive same.

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

(c) Should the Employer cancel the lease of any owner-operator for other than a dischargeable offense, under the terms of Article 40, the Employer shall within thirty (30) days thereafter assist in selling the equipment at fair market value or purchase said equipment at fair market value.

### **Section 3.**

It is mutually agreed that a fleet owner at no time will be employed as a driver.

### **Section 4. Minimum Rental Rates**

(a) For the purpose of protecting the established driver's rates and established conditions, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties in each locality, for the equipment used in that locality. At no time will the rental be less than the following:

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Tractors only - 65% of gross revenue;

Tractors trailers and/or semi-trailers - 75% of gross revenue;

or as otherwise provided for in Local Riders; provided, however, that reduced rates shall not be used for competitive factors against motor carriers in the same immediate area. Gross revenue for the purpose of this Agreement is defined as total tariff proceeds received by the carrier exclusive of all arbitrary and ancillary charges which are justified.

Driver-owners transporting automobiles and/or trucks shall receive no less than driver's wages plus the following rates on a calendar month basis:

	Per running mile
June 1, 1999	48¢

Driver-owners when deadheading with equipment shall be paid the following rates for equipment cost in addition to the driver's wage if ordered to deadhead and the deadhead miles are in excess of fifty percent (50%) of the total miles in any one (1) tour of duty:

	Per mile
June 1, 1999	48¢

Driver-owner may, by mutual agreement, agree to deadhead and in such event, the driver-owner shall receive no pay for the equipment, but shall be paid driver's wages, which shall not be deducted from truck earnings.

At the option of the owner-operator, the Employer will deduct a specified amount from the owner-operator's equipment rental for the purpose of establishing vacation accrual which will be payable to the owner-operator upon request, consistent with Article 51 of this Agreement.

The Employer shall be obligated to provide to the Local Union pertinent information related to its justification for an ancillary or arbitrary charge, including, if requested, underlying financial data supporting the Employer's justification, and line haul tariff rates, prior to imple-

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mentation. This does not obligate the Employer to divulge nonpertinent information in violation of any confidentiality provisions of its contract with its shipper. The Union further agrees to recognize the confidentiality of any rate information provided under this provision. It is understood, however, that no ancillary or arbitrary charge will be deemed justified if it reduces the owner-operators' pre-existing revenue levels when the ancillary or arbitrary charge is implemented.

### Frost Law

(b) Driver-owners shall be paid the following rates for equipment, plus driver's wages, where required to drop off automobiles because of the Frost Law where they have to make return trips to deliver full loads:

	Per mile
June 1, 1999	48¢

(c) Employer agrees that at no time will any method of pay for equipment and driver produce less than the above percentage rates based upon current tariff rates as of May 31, 1982 unless modified under Article 22. Driver-owners to receive full percentage rate increase on all increases received by the Employer. Where the Employer collects in tariff for highway toll tax, driver-owners shall be dispatched over same and shall be reimbursed for same upon producing bona fide receipt.

### Tire Cost

(d) It is mutually agreed, however, that all tire costs on leased tractors, and company-owned trailers and/or semi-trailers operated by driver-owner or fleet-owner, shall be assumed and paid for by the driver-owner or fleet-owner.

(e) No changes affecting the above percentages shall be made without the approval of the appropriate Area Committee.

### Tire Purchases

(f) The Employer agrees that the owner-driver or fleet-owner

## **Article 62**

may purchase tires through the Employer and further agrees to allow to the owner-driver or fleet-owner the same discount as it receives.

(g) Further provided, that sufficient information shall be shown on each freight or waybill to enable the driver-owner to compute the revenue on the load being transported and that current tariffs shall be available at all times for driver-owner's inspection.

(h) All monies due the owner-operator may be held no longer than a maximum of two (2) weeks, however, if lease is terminated same may be withheld forty-five (45) days. Driver-owners shall not be compelled to buy fuel at company pumps but shall be free to buy fuel where they desire. Driver-owners shall purchase fuel in the amounts required by state law in such states.

### **Fuel Surcharge**

(i) The owner-driver will receive in full any applicable surcharge or any other form of rate allowance for fuel authorized by the D.O.T. If such a surcharge is granted by the D.O.T., the carrier must immediately file for appropriate tariff increase to cover the same. On the effective date of the appropriate tariff, same will be paid to owner-operator. If any carrier fails to file for same, he shall be liable to owner-operator immediately.

## **Section 5.**

(a) The Employer or operating Company hereby agrees to pay: road or mile tax; when routed by the Employer-turnpike fees, road tolls and bridge tolls; social security tax; compensation insurance; public liability and property damage insurance; fees for certificates, permits and travel orders; fines and penalties for inadequate certificates; license fees; weight tax and wheel tax; and for loss of driving time due to waiting at state lines; also cargo insurance. It is expressly understood that the owner-driver shall pay the license fees in the state in which the title is registered.

Present arrangement with respect to Canadian toll fees and bridge fees on operations through Canada shall remain in effect.



**Base Plate**

(b) Any increase in the IRP plate over the cost of said plate in 1984 shall be paid by the Employer. Increases in the base plate shall continue to be paid as under the 1982-1985 Agreement.

Present practices shall not be reduced but must be continued.

**Section 6.**

(a) Where broker pulls company trailer, the Employer shall supply all necessary equipment, except tires, required for the delivery of automobiles or other authorized commodities, pay for trailer license fee, and collision insurance for trailer.

(b) Fines and penalties for over-dimensional equipment violations shall be paid by the Employer when the Employer owns trailers.

**Section 7.**

Driver-owner percentage rates do not include use of equipment for other than delivery of automobiles or other authorized commodities. Compensation to be negotiated by individual Local Unions for use of equipment other than the delivery of automobiles or other authorized commodities.

**Section 8.**

(a) All broker percentages shall be computed on original gross revenue from original carrier; also where carriers helping each other operate out of the same point of origin; provided, however, on all return backhaul loads the basis for determining the percentage of the driver-owner earnings shall not be less than one hundred percent (100%) of the original tariff rates covering such movement, less any ancillary and/or arbitrary charges. Further, provided that this will not apply to traffic moving in joint line and/or interline movement.

(b) When a driver experiences yard delays through no fault of his own due to waiting for bills, loads, lost units, etc., he will be paid at the appropriate hourly rate for such delays in excess of one and a half (1 1/2) hours over and above the per unit loading time per vehicle.

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### **Section 9. Bobtail Insurance**

Drivers shall be required to provide bobtail insurance where equipment is being used for personal use if the Employer consents to such use, but the company insurance shall prevail where truck is being taken to repair shop or hauling automobiles, trucks or tractors.

### **Section 10.**

(a) The Employer shall not require as a condition of continued employment that an employee purchase truck, tractor and/or tractor and trailer and other vehicular equipment, except that conditions at railheads or local understandings shall be maintained.

(b) If an owner-operator is required by the Employer to buy a new truck, he shall be guaranteed minimum equipment earnings of one thousand dollars (\$1,000.00) per month for three (3) years. Prior to requiring purchases of equipment the Employer shall notify the owner-operator, in writing. If the owner-operator desires to replace his equipment, the owner-operator shall first consult with the Employer and get instruction in writing. If the Employer does not permit the owner-operator to replace equipment, the Employer shall furnish him with a piece of comparable equipment in line with his seniority.

### **Section 11.**

Employers utilizing owner-operators, who are able to obtain backhaul traffic, shall sit down with the affected Local Union or Unions and negotiate the percentage rate to be paid on the backhaul traffic. If mutually agreed, same may be put into effect immediately pending filing of said agreement with the negotiating committee for approval. However, the negotiated reduced rates shall not be used for competitive factors against motor carriers in the same immediate area.

### **Section 12. Employee Owner-Drivers**

The above sections are hereby incorporated herein, except as otherwise, by mutual agreement of the parties, modified, added to or deleted by the provisions set forth below for new leases executed with employee owner-drivers after June 1, 2011:

**A. Introduction**

The Company expressly reserves the right to control the manner, means and details of, and by which the employee owner-driver performs his services, the ends to be accomplished and the right to determine, when and where employee owner-drivers will be utilized. At the point in time when an employee owner-driver position is open, the Company will offer the position to the drivers on the active seniority roster (in order of seniority). The need for additional drivers at existing terminals will be handled first by recalling drivers on layoff under the existing contractual provisions.

The Company acknowledges that, notwithstanding any provision to the contrary in this Agreement or any other current or future agreement relating to employee owner-drivers, (including applicable lease agreements), employee owner-drivers are and shall remain “employees” within the meaning of Section 2(3) of the National Labor Relations Act as amended (“NLRA”). The characterization of employee owner-drivers as “employees” within the meaning of Section 2(3) of the NLRA shall be expressly incorporated in all agreements (including lease agreements) between the Company and the employee owner-driver. Should any issue arise in any administrative or other legal proceeding regarding such status of its employee owner-drivers, the Company will affirmatively take the position in such proceeding that its employee owner-drivers are employees within the meaning of Section 2(3) of the NLRA.

**B. Driver Complement**

Only drivers ready, willing and able to commence work immediately will be considered for employee owner-driver positions. Employees will be allowed a maximum of thirty (30) days to locate equipment and submit specifications that meet company requirements. Upon approval, the employee shall have a maximum of thirty (30) days to secure financing, complete acquisition, and put the equipment in service (or a longer period for new equipment based on manufacturer’s delivery time). A company driver on the active seniority roster who becomes an employee owner-driver will be allowed to continue working as a company driver until his equipment is ready to be placed in service as outlined above.

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### **C. Gross revenue and minimum rental rates**

Gross revenue for the purpose of this provision is defined as total tariff proceeds received by the carrier. There shall be no further reduction for arbitrary or ancillary charges.

The remaining revenue (employee owner-driver share) shall be paid as follows:

Effective June 1, 2011

The employee owner-driver providing a complete tractor and trailer will receive sixty-six percent (66%) of gross revenue; provided, however, that reduced rates shall not be used for competitive purposes against other auto transport carriers covered by the NMATA in the same immediate area.

Sufficient information shall be made available to enable the employee owner-driver to compute the revenue on the load being transported and current tariffs shall be available at all times for employee owner-driver's inspection.

Employee owner-drivers shall receive a weekly driver's check which will be calculated at twenty (20%) percent of employee owner-driver revenue. The employee share of all appropriate payroll taxes (including employee's share of FICA, Medicare and SDI) will be withheld from the driver's check. The Company will be responsible for paying the Employer's share of all payroll taxes and withholdings due to Federal, State and local governments.

Additionally, each employee owner-driver shall receive a weekly truck check for the remaining percentage of the gross revenue due under this section, except for deductions due the Company.

Employee owner-drivers shall be liable for the cost of the license plate on tractors and trailers leased to the Company.

### **D. Cargo Damage**

The employee owner-driver shall be responsible for all claims of

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cargo damage up to one thousand five hundred (\$1,500.00) dollars per annum based on a contract year. The amount for new hires will be prorated based upon date of hire.

The Employer hereby agrees to pay for all claims of cargo damage over one thousand five hundred (\$1,500.00) dollars per annum.

### **E. Dispatch**

For mixed barns (combination of company drivers and employee owner-drivers) - At their home terminal, employee owner-drivers will pick trips from the open road board only (or open road trips from the board if there is no separate open road board).

For newly opened terminals staffed entirely by employee owner-drivers - the dispatch procedure will be first in first out.

### **F. Purchase**

The Company will take back equipment that is purchased by the employee owner-driver after June 1, 2011 through Company-sponsored financing programs if it is turned in by the employee owner-driver and will assume financial responsibility for the balance of indebtedness (excluding any past due truck payments) incurred by the employee owner-driver in connection with the original purchase.

## **ARTICLE 63. TERMINATION CLAUSE**

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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**PART III—LOCAL**

**ARTICLE 64.  
REDUCTION OF BOARD**

When employees are receiving wages of five hundred fifty (\$550.00) dollars or less per week, upon request of the Local Union, the Employer shall lay off the necessary number of men so that the lower twenty-five percent (25%) of the employees can earn five hundred fifty (\$550.00) dollars or more per week. This shall be based on two (2) previous weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any one time unless there is a major decline in business; then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of five hundred fifty (\$550.00) dollars or more per week. The above is not to be construed as imposing a limitation on earnings. If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagreement shall be considered a grievance and shall be submitted to the appropriate Area Committee who shall render a final decision.

After the appropriate Area Committee renders a decision favorable to the Union, or is unable to reach a decision, if the Employer still refuses to cut the board, then in such case the Union shall have the right to strike notwithstanding any provision in this Agreement to the contrary and the Employer shall be obligated to pay all employees under this Agreement for all time lost.

**ARTICLE 65.  
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 third (3rd) and sixth (6th) hour on duty.

Forty (40) hours shall be the standard workweek to be worked in five

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(5) eight (8) hour days. 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 yard, rail and/or releasing employees. (Example: Tuesday through Saturday, four consecutive ten-hour shifts). However, no scheduled workweek will include both Saturday and Sunday unless mutually agreed.

(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) 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. Claims of abuse of these provisions are to be referred to the Standing Committee established under Article 58, Section 12.

The Employer will notify employees as soon as it has knowledge that overtime is required.

(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) Overtime and/or premium pay shall not be pyramided under this Agreement.

(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



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employees shall be a proper subject matter for Local Rider negotiations. If 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.

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 will permit up to fifteen percent (15%) of the working board to be off and the system of applying the 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 employee reports for work, said 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 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.

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Where a driver in one (1) tour of duty is utilized in the yard after having logged eight (8) hours, he will be paid at the rate of time and one-half (1 1/2) for all hours worked in the yard.

Where a driver has not logged eight (8) hours in one (1) tour of duty and he is utilized in the yard, he 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) Where employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, he shall be paid a minimum of six (6) hours' pay.

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

(f) Any regular hourly rated employee called to work before his regular starting time as set forth in the appropriate Local Riders shall be paid for his regular shift, and in addition shall receive the applicable overtime pay for work performed before his 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 employee shall be required to work his 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.

(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 daily emergency situation even though there may be employees on layoff. Road drivers may be utilized 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, 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 52. 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) 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 the purpose 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 the purpose 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 or seventh day.

Employees working four (4) consecutive ten-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.

The language in the above two paragraphs shall not supercede current local riders covering the subject matter; and, furthermore, it does not preclude future negotiation at the local level as to the subject matter.

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# ARTICLE 66. HOURLY RATES AND CLASSIFICATIONS

## Section 1.

The scale of hourly wages for the following classifications of local work as set forth below are minimum rates effective on the dates shown:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
(a) Lead drivers, lead yard employees, checkers and release employees	\$24.30	\$24.60	\$24.90	\$25.25	\$25.70
(b) Pull-out drivers and yard help	\$24.20	\$24.50	\$24.80	\$25.15	\$25.60
(c) Mounting and hookup employees	\$24.30	\$24.60	\$24.90	\$25.25	\$25.70

(d) The five (5)-car trailer city delivery rate shall be fifteen cents (15¢) per hour above the four (4)-car rate.

(e) 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.

## Section 2. Hourly Rate Increases

All employees shall receive the following hourly rate increases effective:

April 2, 2017	—	30¢ per hour
June 1, 2017	—	30¢ per hour
June 1, 2018	—	30¢ per hour
June 1, 2019	—	35¢ per hour
June 1, 2020	—	45¢ per hour

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due un-

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der Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **Section 3. 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.

### **Section 4.**

The following percentage increases shall apply on all driving flat rates, zone rates and spot rates for each of the following periods:

4/2/17-1.2%    6/1/17-1.2%    6/1/18-1.2%    6/1/19-1.4%    6/1/20-1.8%

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **Section 5. Riders to be Reduced to Writing**

Any Local Union having any scale of wages or work conditions different, better than that provided herein, shall reduce the same to writing and file a copy with the appropriate Area Committee within six (6) months from the date hereof, and upon failure to do so it will be presumed they are subject to this Agreement.

### **Section 6.**

If a night shift is established on 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.

## **Article 66**

The Employer is to furnish assistance in installing damaged or sprung bridge plates on rail cars.

### **Section 7.**

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

### **Section 8.**

The Employer will furnish gloves and knee pads to regular 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 9.**

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 10.**

Agreements may be negotiated by the Employer and the Local Union at a location which modify the provisions of Article 65 or 66 for employees working in releasing, rail loading and rail unloading classifications where both parties deem it necessary to acquire or retain work at plants, railheads or other loading or unloading facilities, subject to appropriate committee approval.

## **ARTICLE 67.**

### **Section 1. Utilization of Employees**

It shall be the Employer's right to utilize his manpower whenever needed; provided, however, that if an employee is temporarily transferred to a lower classification he shall receive the rate of pay

## **Article 67**

established for his higher classification. An employee moving from a lower classification to a higher classification shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employee transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

### **Section 2.**

Seniority shall be recognized on job assignments provided the senior employee can qualify.

## **ARTICLE 68.**

### **Section 1. Pay Period and Deductions**

All employees shall be paid weekly; however, the Employer may have a hold back of two (2) weeks subject to approval of the appropriate Area Committee.

Employees' payday shall be no later than the ending of their 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.

Casual employees shall be paid not later than twenty-four (24) hours after the end of their working period.

### **Section 2.**

It is agreed between the Employer and the Union that any deductions made from the check of any employee covered by this Agreement shall be itemized on his paycheck or by attached statement.

### **Section 3.**

All employees' paychecks shall be individually placed in sealed envelopes unless otherwise agreed.

**Article 69**

**ARTICLE 69.**

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

**ARTICLE 70.  
TERMINATION CLAUSE**

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.



IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)



## PART IV—GARAGE

### ARTICLE 71.

#### Section 1. Seniority

(a) Company garage seniority shall be determined by the time and date each employee's payroll earnings begin, as of his last hire-in date.

(b) Garage employees shall not bump into any other division nor shall any employee from another division exercise seniority in the garage.

(c) Classification seniority shall commence at the time and date each employee's payroll earnings begin in such classification; except as provided for in Article 72, Section 3(c) and except, that a leadman shall accumulate seniority in his present and prior classification and a diesel mechanic's classification seniority shall include all time spent as a journeyman and advanced apprentice mechanic.

#### Section 2.

(a) In case of layoffs, employees who have more Company Garage seniority than other employees in the same wage rate group or a lower classification, may transfer into these classifications provided that they are qualified to perform the duties of the classifications, except to the classification of Advanced Apprentice. No journeyman mechanic may be laid off while advanced apprentices are still working, unless otherwise agreed in a Local Rider. Layoffs must be in writing.

(b) A laid-off employee may exercise Company Garage seniority to return to work in his same wage rate group or lower classification other than his regular one, provided, that he is qualified to perform the duties of the classification. However, this option shall be waived if the opportunity is offered to the employee and is refused by him. Such waiver shall be in writing with a copy to the Union.

## **Article 71**

(c) A laid-off employee who elects to take a less senior employee's job in his same wage rate group or lower classification which he is qualified for shall remain in that classification as long as he has more company seniority than any other employee in that classification and he is not recalled to his regular classification or circumstances provided for in Article 5, Section 2(b) occur.

(d) Garage employees shall receive three (3) working days' advance notice of a normal layoff.

## **Section 3.**

(a) Classification seniority shall prevail for shift preference, job bidding or shift schedule changes. However, where such seniority right is exercised, the shift or job chosen shall be retained for not less than six (6) months, unless a vacancy occurs, a new position is created, or shift schedules are changed.

(b) When a vacancy occurs, a new position is created, or shift schedules are changed, it shall be posted on the bulletin board for a period of not less than three (3) working days and employees with seniority may bid for such jobs, providing they can show qualifications for such job. Such employees shall be given a trial period not to exceed thirty (30) days, and, if qualified, shall remain on such job.

(c) The classification seniority of all journeymen shall include all time spent as an advanced apprentice mechanic.

## **Section 4.**

A current seniority list, complete with classification date and employment date must be posted every six (6) months where it will be accessible to the employees at all times, and a copy of same shall be mailed to the Union.

# **ARTICLE 72.**

## **Section 1.**

Eight (8) consecutive hours (exclusive of one-half (1/2) hour lunch period) shall constitute a standard workday. Forty (40) hours shall

## Article 72

be the standard workweek to be worked in five (5) eight (8) hour days. 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 Company.

The Employer may establish a Tuesday through Saturday and/or a Thursday through Sunday or Friday through Monday (4 - 10 hour days) work week at a new facility established after June 1, 1999.

Recognizing the need to establish additional job opportunities under this Section, consistent with a seven (7) day operation in terminal shops, the parties hereby agree to establish a flexible work week schedule for new, additional garage employees subject to the following conditions:

Four (4) consecutive days consisting of ten (10) hour shifts, Thursday through Sunday or Friday through Monday shall constitute the flex work week. Health, Welfare and Pension contributions shall be paid by the Employer on the basis of five (5) days per week for each employee under the flex week schedule.

Time and one-half (1 1/2) shall be paid 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. Double (2) time will be paid for any hours worked on the sixth (6th) day and/or seventh (7th) day.

Holidays that occur on such flex week schedules will be paid at ten (10) hours holiday pay. Holidays that occur outside of the flex work week shall be paid at eight (8) hours holiday pay.

All other compensable days off under this Agreement that occur within the flex work week will be paid at ten (10) hours pay, and such compensable days that occur outside the flex work week will be paid at eight (8) hours per day.

Other than at existing locations where the Employer utilizes, or has the right to utilize a flex workweek, no employees hired before September 1, 2015 shall be forced to such flex week schedules.

## **Article 72**

Disputes arising under this Section shall be subject to the grievance procedure, however, all other terms of Article 72 shall apply except Section 6. Flexible work week schedules other than as stated above are proper subjects of Local negotiations, however, such agreed to flex week schedules must be submitted for approval to the appropriate Area Committee, but may be implemented upon agreement of the parties.

### **Section 2. Workweek**

Current weekly working schedules shall be posted. The starting time of employees shall not vary during any calendar week except on those days when the employee reports for work late or on Saturday when it will be permissible to start a maximum of two (2) hours earlier than the regular starting time.

It is agreed that there is one (1) exception to the workweek schedule set forth in this Section, that being that a regular weekly schedule may start at 3:30 p.m. or later on Sunday at the Sunday premium rate and shall be considered as extra work, and not part of the five (5) day workweek.

### **Section 3. Guaranteed Workweek**

If an employee is called to and reports for work on the first (1st) day and the scheduled days thereafter of his regular scheduled workweek, he shall be guaranteed forty (40) hours' pay which includes eight (8) hours' holiday pay if it falls in his regular scheduled workweek. If a laid-off employee is recalled to work on any other day except the first (1st) day of his regular workweek, he shall only receive his daily guarantee. These guarantees shall not apply in case of strikes, work stoppages or Acts of God.

### **Section 4. Overtime and/or Premium Rates**

(a) Time and one-half (1 1/2) shall be paid for all work performed outside the regular schedule of hours except that on those days where an employee reports late for work he will not be entitled to time and one-half (1 1/2) until after he has completed eight (8) hours' work. All Sunday work shall be paid for at the rate of double the regular hourly rate contingent upon the employee hav-

## Article 72

ing 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. The term "Sunday work" means those hours between 12:00 o'clock midnight Saturday and 12:00 o'clock midnight Sunday.

Any regular hourly rated employee called to work before his regular starting time as set forth in appropriate Local Riders shall be paid for his regular shift, and in addition shall receive the applicable overtime pay for work performed before his 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 employee shall be required to work his regular shift in addition to being called in early.

Double time shall be paid for work performed on the following holidays:

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

Double time for holiday work is in addition to the eight (8) hours' holiday pay (ten (10) hours for employees on a four (4) day ten (10) hour workweek) provided for in Article 52.

(b) 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.

### **Section 5. Call-back Guarantee**

Any employee covered by this Agreement, being called back to work after having completed his day's work, will be guaranteed a minimum of six (6) hours' pay.

## **Article 72**

### **Section 6.**

No garage employee shall be required to work more than ten (10) hours in any one (1) shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God. Also this shall not apply to any garage employee sent out on a road call.

### **Section 7. Day Off**

(a) 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 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.

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

## **ARTICLE 73.**

### **Section 1. Wage Scale**

The minimum scale of hourly wages for the following classifications of work shall be:



**Article 73**

Effective Classification	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Lead person	(See Note 1)				
Welder, Layout person, Diesel Mechanics, Auto-motive Electricians Combination Welder Mechanic	\$24.63	\$25.03	\$25.43	\$25.83	\$26.33
Journeyman Mechanics	\$24.53	\$24.93	\$25.33	\$25.73	\$26.23
Painter and/or Sandblaster	\$24.43	\$24.83	\$25.23	\$25.63	\$26.13
Advanced Apprentice Mechanics (See Note 2)	\$24.33	\$24.73	\$25.13	\$25.53	\$26.03
Head Stockman	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Stockroom Clerks	\$24.13	\$24.53	\$24.93	\$25.33	\$25.83
Helper (See Note 3)	\$24.30	\$24.70	\$25.10	\$25.50	\$26.00
Washers and Porters New Hires	\$23.64	\$24.04	\$24.44	\$24.84	\$25.34

Any employee in any classification receiving a higher rate than the minimum rate for that classification shall receive the full increase granted in this contract.

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

**Note 1:** Lead person shall be paid an additional thirty-five cents (35¢) per hour over and above his classification rate of pay.

## **Article 73**

**Note 2:** The classification of advanced apprentice mechanics shall carry a starting rate as set forth above and shall progress at the rate of five cents (5¢) per hour at the end of each six (6) month period until the classification and rate of journeyman mechanic is reached.

**Note 3:** Any individual who has actually worked in the helper classification two (2) years or longer may request a promotion to the classification of advanced apprentice mechanic, provided he is qualified to do the work, and such request must be made, in writing, to the Employer with a copy to the Union. With respect to the written requests that have been submitted, garage seniority shall prevail. If the Employer disagrees as to the employees' qualification, then same shall be subject to the grievance procedure of the contract.

**Note 4:** The Employer and the Union, parties to this Agreement, shall establish and maintain a Qualification Committee to afford to any employee who may desire to move to a higher classification the opportunity to try to qualify for such job opportunity.

## **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 11:00 a.m. or between 11:00 and 6:00 a.m.

## **Section 3.**

Any overtime work on any shift shall be assigned within the classification and on the shift where it occurs and shall be rotated unless otherwise mutually agreed by the Union and the Employer in writing. Where an employee refuses overtime work in his regular turn, he shall forfeit said turn.

## **Section 4.**

(a) Lead Person:

## **Article 73**

A lead person shall be defined as an employee who performs work but who directs the activities of other employees without the authority to hire or fire or effectively recommend such action and/or who is charged with the responsibility of making decisions as to what repairs are necessary.

### **(b) Journeyman Mechanics:**

A journeyman mechanic shall be defined as one who has served four (4) years at the trade or any specialized branch thereof, and is qualified to perform the following operations or any specialized branch thereof: maintaining, repairing of trucks, trailers and equipment; dismantling and rebuilding of internal combustion gas motors, vehicles, chassis and parts thereof including servicing of brakes and/or towing of defective equipment and other road service.

### **(c) Diesel Mechanic:**

A diesel mechanic shall be defined as a journeyman who is qualified to and regularly repairs and maintains a diesel engine.

### **(d) Automotive Electrician:**

An automotive electrician shall be defined as an employee who is required to overhaul and rebuild distributors, generators, voltage regulators, starters, etc.

### **(e) Helper:**

A helper shall be defined as one who assists the journeyman mechanics in the performance of their duties and shall be permitted to make mechanical repairs with the direction of a journeyman mechanic and shall be permitted to furnish his own tools. Helpers shall also perform the duties of a tireman, greaser, and fueler.

### **(f) Welder Layout:**

Layout man and welder is an employee who spends more than fifty percent (50%) of the workweek doing welding work and/or lay-

## **Article 73**

out work. Any employee who spends more than twenty percent (20%) of his regular workweek, but less than fifty percent (50%) doing welding work shall be classified as combination welder-mechanic.

## **Section 5. Coveralls**

The Employer shall arrange for and assume the cost of one (1) uniform change for each scheduled work day.

Where required, the Employer shall supply safety eye wear to employees.

Where climatic conditions warrant, the issue of winter weight coveralls will be considered a proper subject for local rider negotiations.

Any Employer presently furnishing uniforms (shirts and pants) or coveralls in excess of that outlined above, shall maintain such practice.

If mechanics are required to go outside, the Employer will furnish rain gear and boots or rubbers.

When an employee is required to wear a specific type of shoe/boot, the Employer will reimburse the employee for the entire cost.

## **Section 6.**

The Employer shall provide a locker for garage employees and will maintain lockers in good condition.

## **Section 7.**

The Employer shall furnish all power tools and replace broken and worn out hand tools. Advanced apprentice mechanics are entitled to tool allowances where same exists.

## **Section 8.**

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to

## **Article 73**

the shop or fire; however, the maximum liability shall not exceed fifteen thousand dollars (\$15,000.00). The mechanic must submit a signed, written and dated inventory to management in order to qualify for this insurance coverage, subject to Employer verification.

### **Section 9.**

The Employer will make sure that all work bays and work areas remain clean.

### **Section 10.**

The Employer shall furnish rubber gloves to the regular fuelers.

### **Section 11. Tool Allowance**

Tool allowance shall be subject to Local Rider negotiation. Any dispute concerning tool allowance, including the amount, shall be resolved in accordance with the provisions of Article 2, Section 7 of the National Master Agreement but shall be referred directly to the National Joint Arbitration Committee.

However, in no case will the increases be less than the following increases:

Effective April 2, 2017	—	additional 1.2% increase
Effective June 1, 2017	—	additional 1.2% increase
Effective June 1, 2018	—	additional 1.2% increase
Effective June 1, 2019	—	additional 1.4% increase
Effective June 1, 2020	—	additional 1.8% increase

## **ARTICLE 74.**

### **Section 1. Utilization of Employees**

It shall be the Employer's right to utilize his manpower wherever needed; provided, however, that if an employee is temporarily transferred to a lower classification he shall receive the rate of pay established for his higher classification. An employee moving

## **Article 74**

from a lower classification to a higher classification shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employee transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

Seniority shall be recognized on shop assignments wherever practicable, provided the senior employee can qualify.

## **Section 2.**

At least one (1) mechanic will be on duty at regular dispatch time. Where driver is given a double dispatch on Friday, and is unable to load the second (2nd) load on Friday and/or is instructed by the Employer to load and deliver on Saturday, at least one (1) mechanic must be on duty while he is loading.

## **Section 3.**

The Employer shall keep all maintenance vehicles and equipment in safe operating condition. Where vehicles are required to operate on public roadways, they shall be properly insured, registered and state inspected where required.

# **ARTICLE 75.**

## **Section 1. Pay Period and Deductions**

All employees shall be paid weekly; however, the Employer may have a hold back of two (2) weeks subject to approval of the appropriate Area Committee. Casual employees shall be paid not later than twenty-four (24) hours after the end of their working period.

Employees' payday shall not be later than the ending of their last weekly 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.

**Section 2.**

It is agreed between the Employer and the Union that any deductions made from the check of any employee covered by this Agreement shall be itemized on his paycheck or by attached statement.

**Section 3.**

All employees' paychecks shall be individually placed in sealed envelopes unless otherwise agreed.

**ARTICLE 76.**

Inclusion of job classification herein does not require Employers to fill all such classifications.

**ARTICLE 77.  
VACATIONS**

It is agreed that for vacation qualification years arising on or after June 1, 1988, employees shall be paid their vacations as provided for in Article 51 of the Central-Southern Areas Supplement, unless otherwise provided for by agreement between the Employer and the Local Union.

**ARTICLE 78.  
TERMINATION CLAUSE**

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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)



## **PART V—DRIVEAWAY**

### **ARTICLE 79. SCOPE OF AGREEMENT**

#### **Section 1.**

This Part V encompasses driveaway operations located within the Central/Southern Area.

#### **Section 2.**

In the event additional operations involving driveaway are opened they will be accordingly encompassed by this Part V.

#### **Section 3. Lowboys**

Employees operating lowboy equipment shall be covered under the wages, terms and all other conditions of this Central-Southern Area Truckaway Supplement.

## **ARTICLE 80. STEWARDS**

#### **Section 1. Steward's Super-seniority**

There may be a steward at each terminal from the active seniority list. One (1) steward under each separate Part V (i.e., Driveaway, Local and Garage), shall be granted super-seniority for purposes of layoff and recall only, when requested in writing by the Local Union.

#### **Section 2. Steward's Pay**

Stewards shall be permitted reasonable time to present and process grievances on the company premises. At locations with one hundred (100) or more active drivers, the twenty (20) hours' pay per month shall be automatic. At locations with fifty-one (51) to ninety-nine (99) active drivers, the steward will be paid ten (10) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater; and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater.

## **Article 80**

This provision pertains to driveaway stewards only. Time for meetings in processing grievances shall be established by mutual agreement by the Company and the Local Union.

# **ARTICLE 81. SENIORITY**

## **Section 1.**

Seniority rights for employees as provided under this Part V and all agreements supplemental hereto, shall prevail. Seniority shall only be broken by discharge, voluntary quit, more than a seven (7)-year layoff, unless otherwise provided herein, or as the appropriate Area Arbitration Committee may direct during the 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 V including approved Local Riders.

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

## **Section 2. Terminal Layoffs**

(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; 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 can take up to fourteen (14) days to return to work.

## **Section 3. Reduction of Board**

When employees are receiving wages of seven hundred and fifty

## **Article 81**

dollars (\$750.00) or less per week, upon the request of the Local Union, the Employer shall lay off the necessary number of employees so that the balance of the employees can earn seven hundred and fifty dollars (\$750.00) or more per week. This shall be based on two (2) previous consecutive weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any time unless there is a major decline in business, then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of seven hundred and fifty dollars (\$750.00) or more per week. The above is not to be construed as imposing a limitation on earnings.

If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagreement shall be considered a grievance and shall be submitted to the appropriate Area Committee which shall render a decision.

After the appropriate Area Committee, renders a decision favorable to the Union, or are unable to reach a decision, if the Employer still refuses to cut the board, then in such case the Union shall have the right to strike notwithstanding any provision in this Part V to the contrary and the Employer shall be obligated to pay all employees under this Part V for all time lost.

### **Section 4. Additional Help**

(a) Where additional help is needed by any Employer at a terminal, including terminals of commonly owned Employers signatory to this Part V, 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 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

## **Article 81**

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 V.

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

(e) 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) 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.

## **Article 81**

(g) All laid off employees will be offered, in company seniority order, additional help work opportunities covered by the Eastern or Western Supplemental Agreement 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 Eastern or Western 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.

### **Section 5. Driver deemed inadmissible under Canadian immigration law**

(a) Within ninety (90) calendar days from the date of ratification of this Agreement, current employees working in driver classifications who are inadmissible to operate equipment across the border with Canada shall make application with the Government of Canada for a determination of individual classification, and complete any legal requirements in the United States, so as to be qualified to make delivery into and return equipment across the border with Canada. The cost of such legal process shall be the responsibility of the employee.

(b) On and after the ninety-first (91st) calendar day after ratification, any employee working in driver classifications who has failed to make application with the Government of Canada for classification shall not be dispatched on all days thereafter with no wage or benefit obligation by the Employer. Employees in driver

## **Article 81**

classifications who have a valid application for rehabilitation pending with the Government of Canada and are not qualified to make delivery into and return equipment across the border with Canada, shall dispatch at the bottom on the board on all days until qualified for border crossing by the Government of Canada.

(c) Effective on the date of ratification, all new employees hired to perform work in driver classification, upon completion of a probation period, shall be qualified by the Government of Canada to make delivery into and return equipment across the border with Canada. The first training load for new employees will be assigned with a destination or origin in Canada. All subsequent training trips will be given off of a voluntary board if such board exists at the home terminal. For purposes of this Article, a new employee shall make delivery of equipment into and across the border with Canada within sixty (60) days of employment.

## **ARTICLE 82. REPORTING AND DISPATCH TIME**

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 83. VACATIONS

### Section 1.

(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 year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up 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

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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 83, 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.

(8) Notwithstanding the provisions of Section 3(a) above, when 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 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, 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.

## **Section 2.**

The vacation pay shall be computed on the basis of two percent (2%) of the annual earnings of employees for said twelve (12)-month peri-



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od and a like amount for each additional week's vacation; only regular employees on the seniority list shall be eligible for vacation pay.

### **Section 3.**

Vacations shall be set by the Employer with due regard to desires and preferences of the employees consistent with efficient operations. However, no Employer shall use this Section to arbitrarily refuse to allow an employee to take a vacation. Employers shall post vacation schedules as of January 1st of each year to allow employees to bid on their vacation. Said vacation schedule shall remain posted for thirty-one (31) days and will be removed on February 1st. Seniority shall prevail. Employees shall only have one (1) first bid in case they split their vacation period.

### **Section 4.**

Vacations shall be forfeited if the employee takes a leave of absence from the Employer without written consent during the vacation period covered.

### **Section 5.**

For the purpose of determining the eligibility for vacation, it is agreed that the time lost by reason of illness of the employee who remains on the regular payroll, or nonoperation of the Employer, shall not be charged against the employee.

### **Section 6.**

Vacation provisions in effect at the time of the signing of this Part V shall be maintained and vacation provisions in effect shall be improved wherever specific provisions for improvement were made in this Article.

### **Section 7.**

If employees take a vacation during a week in which one (1) of the specified holidays occurs, they shall be entitled to holiday pay in addition to their vacation pay.

Employees shall be entitled to an additional day off for each holiday

## **Article 83**

that occurs during their vacation period, however, they must advise their Employer of their date of return, prior to leaving on their vacation.

### **Section 8.**

Vacation pay shall be paid by separate check.

## **ARTICLE 84. HOLIDAYS**

### **Section 1.**

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.

### **Section 2.**

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

**Section 3.**

If any holiday falls within the thirty (30)-day period following the employees' layoff due to lack of work, and such employees are also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case they shall receive an extra day's pay for each holiday in the week in which they return to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this Part V. Employees who were laid off because of lack of work and are not recalled to work within the aforementioned thirty (30)-day period are not entitled to the extra pay upon their return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, or shall it be considered as hours worked for weekly overtime.

**ARTICLE 85.  
PAY CONDITIONS**

**Section 1. Pay Shortages**

Uncontested shortages on paychecks are to be corrected by a supplemental paycheck at the local terminal within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. If this is not done, pay shortages must be paid immediately at the local terminal.

**Section 2. Payday**

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.

**Section 3.**

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

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### **Section 4.**

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.

### **Section 5.**

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

## **ARTICLE 86. SPECIAL DRIVERS**

Special drivers must be qualified to perform the work in question. In no case shall the Employer use so-called stay-out drivers or tourist drivers.

## **ARTICLE 87. RETURN TRANSPORTATION**

### **Section 1.**

All employees shall follow the Employer instructions for return transportation. In no case shall employees be allowed to return by means other than bus, train, plane, or any other means of public transportation, unless approved by the Union.

### **Section 2.**

(a) Drivers shall be reimbursed for rail or bus fare whichever is higher, no receipt necessary, on all trips up to three hundred (300) miles. Any change in such rates shall be reflected in the fare paid to the driver.

(b) Coach plane fare shall be allowed on trips over three hundred (300) miles from the home terminal or next pickup point based on Household Goods point-to-point mileage. A Local Union and an Employer, by mutual agreement, can work out a mileage allowance

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in lieu of coach plane fare. When a mileage allowance is worked out in lieu of actual coach plane fare in a Local Rider, no receipt will be necessary; however, in absence of such an agreement, a receipt will be necessary before a driver will be reimbursed. Existing Local Rider conditions shall not be affected by provisions of this paragraph.

(c) The Employer may require that drivers use the least expensive airfare available as long as drivers are not denied work opportunity and are not unreasonably delayed as the result of having been compelled to accept the least expensive airfare.

(d) (1) After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is scheduled to arrive the earliest at the return destination, or choose a different flight and compensate the driver at the appropriate hourly rate for all time in excess of one (1) hour the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight chosen by the Employer.

If the delay above causes a driver to miss dispatch for the next day, the Employer will be required to make a maximum of one (1) day pension contribution, provided the driver makes the next available dispatch and provided further that the driver did not make five (5) days pension contribution for that week.

(2) Drivers who miss a flight through no fault of their own shall either be assigned the available flight that is scheduled to arrive the earliest at the return destination or a different flight and be compensated for all hours in excess of two (2) hours the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight assigned by the Employer.

While establishing any flight, whether the original or the subsequent replacement flight, if the ticket cost of the least expensive airfare and an earlier flight does not exceed \$50.00, the Employer will give the driver the flight of his/her choice, provided the extra cost does not exceed the \$50.00.

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(e) A driver may utilize his/her ticket to arrange for an earlier return on any airline, whether relating to the original established flight or any subsequent replacement flight, as long as said exchange does not exceed a \$50.00 cost to the Employer. If the driver in arranging for any flight change from that established by the Employer either originally or subsequently, realizes a savings to the Employer, the savings will be divided equally between the driver and the Employer.

(f) All drivers must turn in their boarding pass and seat assignment ticket receipts and stubs and all refund documentation with their trip papers.

## **ARTICLE 88. PAID-FOR TIME**

### **Section 1. Call-in Time**

Drivers specifically called to work shall be allowed sufficient time, without pay, to get to the garage or terminal. If not put to work, employees shall be guaranteed eight (8) hours' pay at the hourly rate specified in this Part V provided the driver reports at the agreed time. This provision shall not apply in case of strike or work stoppage, or to flat rates set forth in Local Riders.

### **Section 2. Layovers, Breakdowns or Impassable Highways**

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,

## **Article 88**

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 of any contested delay time or breakdown time.

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

### **Section 3. Dealer Problems**

(a) The Employers agree that if and when they are notified by a driver that a dealer is taking excessive delay time to accept delivery of a unit or units, the Employer will make every effort to correct the situation.

## **Article 88**

(b) The Employer shall furnish the destination, telephone numbers (where possible and without penalty) and street address of the dealer where the driver has to drop or pick up.

(c) Driveaway drivers smoking in customer vehicles shall be subject to the following disciplinary penalties in accordance with the procedures set forth in Article 40.

1st offense - 3-day layoff

2nd offense - subject to discharge.

## **Section 4.**

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.

## **Section 5. Fueling**

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.

If D.E.F. additive is not located at the fueling station, then 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.

## **Section 6.**

Drivers shall be paid \$2.50 per trip for utilization of electronic device(s) for scanning and any other miscellaneous functions required during and/or upon completion of a trip.



**ARTICLE 89.  
ACCESSORIAL CHARGES**

**Section 1.**

The accessorial rates are increased 2.0% on April 2, 2017, 2.0% on June 1, 2017 , 2.0% on June 1, 2018, 2.0% on June 1, 2019 and 2.0% on June 1, 2020.

**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:

4/2/17	—	\$4.29
6/1/17	—	\$4.38
6/1/18	—	\$4.47
6/1/19	—	\$4.56
6/1/20	—	\$4.65

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

4/2/17	—	\$3.32
6/1/17	—	\$3.39
6/1/18	—	\$3.46
6/1/19	—	\$3.53
6/1/20	—	\$3.60

**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:

4/2/17	—	\$4.83
6/1/17	—	\$4.93
6/1/18	—	\$5.03
6/1/19	—	\$5.13
6/1/20	—	\$5.23

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### 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:

4/2/17	—	\$11.79
6/1/17	—	\$12.03
6/1/18	—	\$12.27
6/1/19	—	\$12.52
6/1/20	—	\$12.77

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

4/2/17	—	\$9.66
6/1/17	—	\$9.85
6/1/18	—	\$10.05
6/1/19	—	\$10.25
6/1/20	—	\$10.46

### 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:

4/2/17	—	\$14.15 (per deck)
6/1/17	—	\$14.43 (per deck)
6/1/18	—	\$14.72 (per deck)
6/1/19	—	\$15.01 (per deck)
6/1/20	—	\$15.31 (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:

4/1/17	—	\$14.15 (per deck)
6/1/17	—	\$14.43 (per deck)
6/1/18	—	\$14.72 (per deck)
6/1/19	—	\$15.01 (per deck)
6/1/20	—	\$15.31 (per deck)

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

4/2/17	—	\$11.79 (per deck)
6/1/17	—	\$12.03 (per deck)
6/1/18	—	\$12.27 (per deck)
6/1/19	—	\$12.52 (per deck)
6/1/20	—	\$12.77 (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:

4/2/17	—	\$25.57
6/1/17	—	\$26.08
6/1/18	—	\$26.60
6/1/19	—	\$27.13
6/1/20	—	\$27.67

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:

4/2/17	—	\$3.32
6/1/17	—	\$3.39
6/1/18	—	\$3.46
6/1/19	—	\$3.53
6/1/20	—	\$3.60

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

4/2/17	—	\$3.32
6/1/17	—	\$3.39
6/1/18	—	\$3.46
6/1/19	—	\$3.53
6/1/20	—	\$3.60

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### **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:

4/2/17	—	\$4.29
6/1/17	—	\$4.38
6/1/18	—	\$4.47
6/1/19	—	\$4.56
6/1/20	—	\$4.65

### **Section 9. Axle Shafts**

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

4/2/17	—	\$3.32
6/1/17	—	\$3.39
6/1/18	—	\$3.46
6/1/19	—	\$3.53
6/1/20	—	\$3.60

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

4/2/17	—	\$3.32
6/1/17	—	\$3.39
6/1/18	—	\$3.46
6/1/19	—	\$3.53
6/1/20	—	\$3.60

### **Section 10. Tandems**

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

4/2/17	—	\$4.29
6/1/17	—	\$4.38
6/1/18	—	\$4.47
6/1/19	—	\$4.56
6/1/20	—	\$4.65

## Article 89

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

4/2/17	—	\$4.29
6/1/17	—	\$4.38
6/1/18	—	\$4.47
6/1/19	—	\$4.56
6/1/20	—	\$4.65

### 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:

4/2/17	—	\$6.41
6/1/17	—	\$6.54
6/1/18	—	\$6.67
6/1/19	—	\$6.80
6/1/20	—	\$6.94

### 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:

4/2/17	—	\$4.15
6/1/17	—	\$4.23
6/1/18	—	\$4.31
6/1/19	—	\$4.40
6/1/20	—	\$4.49

### Section 13. Installation of Mud Flaps

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

4/2/17	—	\$4.15
6/1/17	—	\$4.23
6/1/18	—	\$4.31
6/1/19	—	\$4.40
6/1/20	—	\$4.49

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### **Section 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 90. DAILY GUARANTEE**

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 91. MILEAGE RATE

### Section 1.

(a) Mileage rates (including “new business” and frozen) in effect to September 1, 2015, shall be increased as follows:

**Effective 4/2/17**

2.0%

**Effective 6/1/17**

2.0%

**Effective 6/1/18**

2.0%

**Effective 6/1/19**

2.0%

**Effective 6/1/20**

2.0%

(b) The minimum mileage rate effective April 2, 2017 shall be \$0.47966 per mile and shall receive negotiated increases. Mileage rates in effect September 1, 2015 for all backhaul trips shall receive negotiated increases.

### Section 2. New Business

The Employers and Local Unions agree in an effort to secure additional driveway traffic previously unavailable to the bargaining unit the following “New Business” concept:

(a) “New business” may include but not be limited to off rail traffic, secondary market traffic, or traffic secured from a non-NMATA Employer or entity provided it has not been handled by a NMATA employer or entity for one (1) year. “New business” shall not include traffic that has been handled by any NMATA Employer during the term of this Agreement.

(b) Prior to implementation of any “new business” haul(s) pursuant to this Section 2, the Employer(s) shall meet with the Local

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Union(s) affected and provide such specific information to the involved Local Union(s) regarding the nature and details of its contract with the shipper as is necessary to establish that the traffic is to be considered “new business” within the meaning of this Article and is permanent.

(c) Any new business that is obtained by the Employer shall receive negotiated increases for all miles for the term of this Agreement. New business will include any business that the Employer obtains after April 2, 2017.

(d) Disputes arising under this Section 2 are subject to the National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Section 9(a) and 13. If such Committee is deadlocked on any dispute raised, the “new business” provisions of said traffic granted by this Section 2 shall become null and void and the traffic in question shall revert to the established full applicable mileage rates for said terminal.

## **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 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 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 S total thirty percent (30%).

**Section 6. Three-way Hookup Rate**

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

**Section 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 8. Five-way Hookup Rate**

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

**Section 9. Six-way Hookup Rate**

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

**Section 10. Seven-way Hookup Rate**

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

**Section 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.

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### **Section 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 13. Hourly Rates**

(a) Hourly rates in effect for driveaway drivers as of 9/1/15 shall be increased as follows:

Effective 4/2/17	2.0%
Effective 6/1/17	2.0%
Effective 6/1/18	2.0%
Effective 6/1/19	2.0%
Effective 6/1/20	2.0%

The minimum hourly rates for driveaway drivers effective April 2, 2017 shall be \$18.52 per hour and shall receive negotiated wage increases.

### **Section 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.

## **Article 91**

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 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 16.**

The terms, conditions, and wage scales originating out of the Central, Southern and Eastern Area 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.

### **Section 17. Advances**

The Employer 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 18. New Operations**

Any new type of operation or manual function required to be per-

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formed 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 20.**

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

## **Section 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 92. COST OF OPERATION**

## **Section 1.**

All costs of operation, including gasoline, oil, bridge tolls, ferry tolls, mounting, hooking up of towbars, taxi fare when justified back to point of return transportation, etc., shall be paid by the Employer, and in no case shall the cost of any portion thereof be deducted from

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the wages of any driver. Drivers may use taxis when bringing back towbars, saddle mounts, or other types of hook-up equipment, with permission of the Employer. All saddles, towbars, safety chains, temporary fenders, etc., shall be shipped at Employer's direction by the employee at the Employer's expense; further provided, that drivers shall not be required to purchase equipment used in the operation, such as blankets, brakes, pins, etc. The Employer hereby agrees to furnish all such necessary items and equipment.

Turnpike fees and road tolls shall be paid by the Employer when driver is routed over same by the Employer.

(a) When mutually agreed between the driver and the Company representative at the time dispatch that is necessary to carry extra luggage to conduct Company business (example: coveralls, boots, gloves, winter or rain gear, etc.) and the airline charges for the extra luggage, the Employer shall reimburse the employee for such charges when proper receipts are submitted.

### **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.

### **Section 4. Cooperation to eliminate workplace injuries**

The Union and the Employer agree to provide their full cooperation and assistance to each other in support of efforts to eliminate workplace injuries. Reporting a work-related injury or illness is a core employee right. Any work-related injury or illness shall be reported

## **Article 92**

in accordance with Article 10, Section 1 of the National Agreement in order to assist the Employer in eliminating or reducing workplace hazards and preventing the occurrence of injuries. Furthermore, the parties agree to work together to develop initiatives and strategies to reduce the occurrence of occupational accidents and injuries. This shall include developing joint committees to periodically analyze and identify problem areas and solutions in accordance with the provisions of Article 30, Sections 1 and 2 of the National Agreement.

### **Section 5. Safety Incentive Program**

(a) Commencing January 1, 2017, a terminal-based incentive program shall be introduced each year based upon workers' compensation expenses from the prior year. To be eligible for the incentive payment, the employees must be on the active seniority list for the applicable year for which improvements are being compared. If workers' compensation costs fall below 7.75% of terminal payroll expense for the prior year, all eligible employees will be given \$100.00 for each full month worked to a maximum incentive payment of \$1,200 payable by August 1st of the subsequent year. If workers' compensation costs fall between 7.75% and 9.75%, the incentive payment amount shall be \$50.00 for each full month worked to a maximum incentive payment of \$600 per eligible employee payable by August 1st of the subsequent year. In the event this incentive program becomes subject to Article 16 of the National Agreement, the parties agree to enter into negotiations for an alternative program.

(b) The Union shall have access to all relevant financial and operational information to verify the Employer's application of the Program. Under no circumstances will the parties review or discuss any individual employee workers' compensation case as part of this Program. The information reviewed by the parties will be annual aggregate financial and operational information on a terminal-by-terminal basis to determine compliance with the eligibility and payment of an incentive payment. Employer shall not apply the conditions of this Program, nor shall the Program be given any construction, in any manner that may discourage any employee from exercising his or her full legal and/or contractual rights, including rights under Article 30, Section 2 of the National Agreement.

**ARTICLE 93.  
FLAT RATES**

The flat rates in effect 9/1/15 shall be increased as follows:

4/1/17	—	2.0%
6/1/17	—	2.0%
6/1/18	—	2.0%
6/1/19	—	2.0%
6/1/20	—	2.0%

**ARTICLE 94.  
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.

## **Article 94**

### **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 95.**

### **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: 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.

(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) 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.



## **Article 95**

(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 V.

(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 will permit up to fifteen percent (15%) of the working board to be off and the system of applying the 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

## **Article 95**

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.

## Article 95

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

(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.

(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, 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 84. 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

## **Article 95**

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.

## **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.

## Article 95

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 96. 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:

(a) Lead drivers, lead yard employees, checkers and release employees.

Effective April 2, 2017	2.0%
Effective June 1, 2017	2.0%
Effective June 1, 2018	2.0%
Effective June 1, 2019	2.0%
Effective June 1, 2020	2.0%

(b) Pull-out drivers and yard help.

Effective April 2, 2017	2.0%
Effective June 1, 2017	2.0%
Effective June 1, 2018	2.0%
Effective June 1, 2019	2.0%
Effective June 1, 2020	2.0%

(c) Mounting and hookup employees.

Effective April 2, 2017	2.0%
Effective June 1, 2017	2.0%
Effective June 1, 2018	2.0%
Effective June 1, 2019	2.0%
Effective June 1, 2020	2.0%

Effective June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the above rates shall be adjusted in accordance with Article 23 of the National Master Agreement.

## **Article 96**

(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 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 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, railheads, ports and other facilities subject to the approval of the affected membership prior to implementation.

**ARTICLE 97.  
UTILIZATION OF EMPLOYEES**

**Section 1.**

It shall be the Employer's right to utilize his manpower whenever needed; provided, however, that if employees are temporarily transferred to a lower classification they shall receive the rate of pay established for their higher classification. An employee moving from a lower classification to a higher classification shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employees transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which they are transferred.

**Section 2.**

Seniority shall be recognized on job assignments whenever practicable, provided the senior employee can qualify.

## **Article 98**

# **ARTICLE 98. 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 location, at the same time, then terminal seniority will apply to those drivers to be dispatched on available backhauls.

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 equatibility 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 5. Rates of Pay**

a. The present backhaul rates of pay shall apply.

b. The driver will receive no less than his/her terminal backhaul 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 Automomo-

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bile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the appropriate Central or Southern Area Joint Arbitration Committee.

**ARTICLE 99.  
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)



## **PART VI—MICHIGAN OFFICE WORKERS**

### **ARTICLE 100.**

It is agreed that the following articles and/or sections of the National Master Agreement and the Central-Southern Supplemental Agreement shall not be applicable to the employees covered under Part VI of this Supplement:

**ARTICLE 19**

**ARTICLE 27**

**ARTICLE 28**

**ARTICLE 29**

**ARTICLE 38, SECTION 5**

Nothing contained herein shall be construed to preclude any Employer and Local Union representing an organized office bargaining unit at a location of said Employer outside the State of Michigan from mutually agreeing to adopt Part VI of this Supplemental Agreement.

### **ARTICLE 101. RECOGNITION**

#### **Section 1. Scope of Recognition**

WHEREAS, the Employer agrees to recognize the Union as exclusive bargaining representative for all employees at locations within the State of Michigan formerly covered by the State of Michigan Office Workers Supplemental Agreement in the following job classifications: Rate Clerks other than the Chief Rate Clerk, Billing Clerks, File Clerks, Typists, Stenographers, General Office Clerks, Janitors (Janitorial work only), General Maintenance, Office Boy-Girl, Mail Clerk, Record Clerk, Payroll Clerks, Accounts Receivable Clerks, Tracing Clerks, Data Entry Operator, Computer Operator, Computer Operators/Programmers, Secretaries (other

## **Article 101**

than confidential), O. S.& D. Clerks, Dispatch Clerks and any other employee performing office and/or clerical work who is not specifically excluded from this unit, and Dispatchers who perform routine or ministerial duties, but excluding Confidential Secretaries, Line Haul, and/or City Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing, Sales Representatives, Salaried Supervisory, Administrative Employees, Watchmen and Guards and other employees presently covered by existing labor agreements.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees in such classifications and shall not depend upon a mere title.

A standing subcommittee shall be established consisting of at least three (3) representatives of the Employer and three (3) representatives of the Local Union to investigate the impact of automation and related activities as they affect offices covered by this Part VI. Having investigated the aforementioned matters the subcommittee shall finalize its report and submit same to the Central Automobile Transporters Joint Arbitration Committee for adoption.

## **Section 2.**

A Job Evaluation Committee consisting of four (4) regular members and two (2) alternates shall be established. It will be the duty of this Committee to investigate any complaint which arises from any grievance with respect to misclassification. The report of the Job Evaluation Committee after it is completed will be presented to the Grievance Committee for their consideration on an individual case basis.

**ARTICLE 102.**  
**UNAUTHORIZED ACTIVITY AND**  
**UNION LIABILITY**

**Section 1. No Strike Clause**

It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppages of work mentioned above, it is specifically understood and agreed that the Employer, during the first (1st) twenty-four (24)-hour period of such unauthorized work stoppage, shall have the sole and complete right of discipline short of discharge; however, such disciplined employee and/or employees shall have recourse to grievance procedure methods herein stipulated. After the first twenty-four (24)-hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work; and such Union members shall not be entitled to or have any recourse to any other provision of this Part VI.

**Section 2. Union Liability Limitation**

It is further agreed and understood that the Union shall not be liable for any strike, breach or default in violation of this Part VI unless the act is expressly authorized by its Executive Board. A properly designated officer of the Union shall, within twenty-four (24) hours after request is made to the secretary-treasurer of the Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make an immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefor.

## **Article 103**

# **ARTICLE 103. SENIORITY**

## **Section 1. Definition**

Seniority as defined and provided for within this Article shall apply only to full-time employees who have completed the probationary period.

Company seniority for employees governed by this Part VI shall be defined as the period of employment with the Company and since the employee's last date of hire. Terminal seniority for the employees covered by this Part VI shall be defined as the period since the employee's last employment at the physical location covered by this Part VI.

## **Section 2. Seniority Rights**

Company seniority shall be recognized for determining vacation rights. Terminal seniority shall be recognized, providing the employee is capable of performing the available work, in case of layoff, recall after layoff and job vacancy within the bargaining unit.

If requested by the Local Union, in writing, within sixty (60) days after the effective date of this Part VI, one (1) steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

## **Section 3.**

Within one hundred eighty (180) days after the ratification of this Part VI, the Employer and Local Union shall establish a cross training procedure within the office unit at each office location where such procedure is necessary to provide job protection for senior employees. This cross training procedure is not intended to create a disruption of the regular office routine, and will have to take into consideration the skills required for the job, the availability of either bargaining unit or supervisory trainer(s), and other relevant factors.



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At any office location where the parties are unable to agree upon a cross training procedure, the matter shall be submitted to a subcommittee to be appointed by the co-chairpersons of the Central Automobile Transporters Joint Arbitration Committee for resolution.

After successful completion of an employee's period of cross training under the established procedure, the employee will be given written certification, with a copy sent to the Local Union, of the employee's qualification in the classification(s) for which they were trained.

In all instances where there is a reduction in the clerical force, it is agreed that terminal seniority, subject to provisions below, shall determine the order of layoff. Any employee affected by such reduction in work force may exercise his/her seniority to claim another position occupied by an employee with lesser terminal seniority, provided that: (a) the senior employee is capable of performing the duties of the position with a training period not to exceed thirty (30) working days; (b) such new position is of the same or lesser group than that previously held by the senior employee; and (c) he/she shall receive the rate of pay provided in this Part VI for such position. Prior to being trained under this Section a meeting shall be held with the appropriate member of management, the involved employee(s) and the Union representative to ascertain the nature of the training and skill level the employee being trained is expected to attain.

However, if there is no one in the same or lower classification with less terminal seniority than the employee who is being laid off, then in such instance said employee may bump the youngest employee in the higher classification of work provided said employee is qualified to perform said work in question. At any location where there are two (2) offices, such as a terminal office and a general office, an employee who is going to be laid off at either of the said offices because there is no junior employee in the particular office where the employee is working whom the employee can bump, and there is a younger employee working at the other office, then in such case said laid-off employee may exercise master seniority rights with the Employer to remain working at the other office if qualified to do the work in question, starting with the youngest employee.

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Any employee wishing to bump into another position under any of the paragraphs above, who claims to be qualified for that position by virtue of cross training certification, must wait a period of one (1) week following layoff to exercise the bump.

None of the above provisions will apply to reductions in the work force occurring between December 23rd and January 2nd of each year.

### **Layoff and Recall**

Laid-off employees shall be called back to work in reverse order of layoff. When an employee is to be recalled after layoff, the Employer shall notify such employee by registered or certified mail, sent to the last address given to the Employer by the employee. The employee shall notify the Employer within seven (7) working days, after receipt at such address of such letter, of his/her intention to return to work. If the employee does not report to work within fourteen (14) days from receipt of such letter at such address, all seniority rights under this Part VI shall be forfeited unless the Employer grants a further delay because of individual circumstances.

### **Section 4. Job Elimination**

At such time that an employee's job is eliminated under this Part VI, said employee may exercise his/her seniority to claim another position occupied by an employee with lesser terminal seniority, provided that (a) said employee is qualified to perform the duties of the position with a training period not to exceed twenty (20) working days; (b) such position is of the same or lesser group than that previously held by said employee; (c) he/she shall receive the rate of pay provided in this Part VI for such position; and (d) in the event there are no junior employees in the same or lesser group of said employee, he/she shall be allowed to claim a position of a junior employee in a higher group if qualified to perform the work of the job classification. Prior to being trained under this Section a meeting shall be held with the appropriate member of management, the involved employee(s) and the Union representative to ascertain the nature of the training and skill level the employee being trained is expected to attain.

## **Article 103**

In the event that a seniority employee's job is eliminated or the employee is on an extended or permanent layoff, in addition to any rights under the above paragraph, if such employee meets the initial hiring qualifications of the company for driving positions, such employee will be given the opportunity to be trained at a certified truck driving training school (company operated or otherwise) at the employee's expense. After successful completion of the training course, the employee will be placed on a preferential hiring list of the Employer. After meeting its obligations to other employees under Article 5 of the National Master Agreement and Article 38 of the Central-Southern Supplemental Agreement, the Employer will hire from such preferential hiring list before hiring any other new driver(s); and if hired from the list, the employee will establish seniority as a driver at the time the first (1st) revenue trip is pulled, but will retain seniority for fringe benefits as of their initial date of hire. In addition, the employee will retain his/her status as a laid-off office employee until such time as he/she refuses recall in the office or his/her seniority would otherwise be terminated on the office seniority list under other provisions of this Part VI.

### **Section 5. Seniority Termination**

Seniority shall be broken only by:

- (a) discharge;
- (b) voluntary quit;
- (c) failure to comply with recall provisions;
- (d) failure to comply with leave of absence provisions;
- (e) company employment outside bargaining unit in excess of ninety (90) days;
- (f) layoff in excess of seven (7) years;
- (g) absence due to illness or injury in excess of thirty-six (36) months, unless employee substantiates in writing at Employer's option continued illness or industrial injury.

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### **Section 6. Posting Seniority List**

The Employer shall prepare a company seniority list and a terminal seniority list within thirty (30) days of the signing of this Part VI. One (1) copy of such list shall be furnished to the Union and one (1) copy shall be posted in a conspicuous place in the terminal. Any objection to either company and/or terminal seniority on the part of an employee must be filed with the Employer within thirty (30) days of the posting of this list.

This seniority list shall be amended to include all changes every ninety (90) days and the same provisions for appeal against company and/or terminal seniority dates reported thereon shall apply as set forth above.

Job classification shall be placed by each individual's name at the time a seniority list is posted.

### **Section 7. New Hires**

A new employee working under the provisions of this Part VI shall be employed on a thirty (30)-day probationary period, unless said probationary period is extended for an additional thirty (30) days as provided for in Article 38, during which time he/she can be discharged without recourse.

During the first thirty (30)-day probationary period none of the seniority benefits outlined in this Part VI shall apply, however, if the employee remains in the employ of the Employer beyond the first thirty (30)-day probationary period, he/she shall be entitled to all benefits of this Part VI and his/her company and terminal seniority date shall revert to his/her first day of hire.

### **Section 8. Bidding Within Bargaining Unit**

In the case of bidding for a job opening within the bargaining unit, where the employee has the ability and skill to perform the job, terminal seniority shall be the governing factor.

Any employee bidding for a job shall be given fair training for a period not to exceed thirty (30) days at the rate of the higher job. If

## **Article 103**

at the end of the trial period it is determined that the employee is not qualified or adapted to the new position, or if the employee desires, he/she shall be returned to the old position at the same rate of pay which was paid for the former position.

No employee may exercise more than one (1) bid in a six (6)-month period unless said employee is moving into a higher group or changing shifts in which case an employee shall be permitted a maximum of two (2) bids in the same six (6)-month period.

Any job opening which is not to be in existence for more than thirty (30) days does not have to be put up for bid. Extension of the period may be put into effect by mutual agreement between the Employer and the Union.

All new jobs must be posted for bids.

It is recognized that in any dispute as to ability, the Employer's decision shall control subject to the grievance procedure of this Part VI in case of dispute.

Copies of all posted bids shall be sent to the Union. The Employer shall notify the Union and steward, in writing, of the individual who is the successful bidder.

A change of more than two (2) hours in a starting time shall result in that job being posted for bid.

There shall be an annual shift bid within classifications at each location, unless a more frequent bid is mutually agreed to at a location.

### **Section 9. Assignment of Work Location and Equipment**

Assignment of work locations and equipment shall not be subject to seniority.

### **Section 10. Employment Agency Fees**

If employees are hired through an employment agency, the Employer will pay the employment agency fee. However, if the Union was giv-

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en equal opportunity to furnish employees under Article 3, Section 1(c), and if the employee is retained through the probationary period, the fee need not be paid until the thirty-first (31st) day of employment.

## **ARTICLE 104. LEAVE OF ABSENCE**

### **Section 1. Validation**

All leaves of absence as defined and provided for herein must be in writing with the signature of the Company and the Union in order to be considered valid.

### **Section 2. Union Activity**

Any employee elected or appointed as an official of the Union or delegated to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period with the same seniority as though he/she had been continuously employed, provided the Union supplies the Employer with proper written notice of not less than forty-eight (48) hours specifying the length of such leave, but not to exceed one (1) year in any case.

Any employee on a leave of absence under this Section shall submit their requested leave of absence to the appropriate Area Committee for approval at the next scheduled meeting of the Committee after beginning the leave of absence.

### **Section 3. Company Employment Outside Bargaining Unit**

Any regular full-time employee advanced to a position excluded from the bargaining unit shall retain his/her seniority under this Part VI for a period of ninety (90) days. At the expiration of the ninety (90)-day trial period, if such employee has not returned to work under this Part VI, he/she shall forfeit all seniority rights.

Such leave of absence may be extended for an additional ninety (90) days by written mutual agreement signed by both the Employer and the Union.

## **Section 4. Illness and Disability Leave**

In the event the Employer has good faith reason to believe that an employee is physically or medically incapable of continuing to work, it may require that the employee be examined by a doctor of its choice and its expense and/or its time.

In the event of a disagreement between a doctor selected by the Employer and a doctor selected by the Union, and/or employee, the Employer and Union doctor or the parties shall select a third (3rd) doctor within seven (7) days whose opinion shall be final.

The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

The medical leave of absence shall continue until such time as the Employer's or employee's doctor certifies that the employee is physically able to resume working. In the event of a disagreement over the employee's physical condition the procedure set forth in the above paragraphs shall be followed.

There shall be no distinction between the granting of maternity leave and leaves of absence for illness or disability. Where existing sickness and accident plans provide for sickness and accident weekly disability benefits, major medical benefits, etc. the same shall apply to employees on maternity leave in the same fashion and in like amounts.

## **Section 5. Personal Leave of Absence**

Any employee desiring leave of absence from the Employer shall secure written approval from both the Union and the Employer. Such approval not to exceed ninety (90) calendar days. An employee may apply for extension of ninety (90) calendar days which may or may not be approved by Employer and Union.

An employee using leave of absence as a subterfuge shall forfeit his/her seniority rights and job.

An employee shall not accept employment elsewhere while on leave of absence unless mutually agreed between the Employer and

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the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee.

## **Section 6. Employee Benefits**

None of the employee benefits defined within this Part VI shall accrue to an employee while on a leave of absence, except seniority and vacation rights.

## **Section 7. Health & Welfare and Pension Coverage**

Any employee on a leave of absence as provided for above must make suitable arrangements for continuation of health & welfare and pension payments prior to the approval of such leave by the Local Union and the Employer.

# **ARTICLE 105.**

## **DISCHARGE, SUSPENSION AND DISCIPLINE**

The Employer has the right to discharge, suspend or discipline any employee at any time for just cause. The Employer will advise the employee and the Local Union, in writing, within ten (10) working days from the time the offense comes to the attention of the Employer, of the action taken, together with a reason or reasons why it considers the conduct of the employee justified the action taken.

Should the Union advise the Employer, in writing, that it considers the discharge, suspension or discipline unjust, together with its reasons for considering the action unjust within ten (10) working days after receipt of the Employer's statement, the question of the employee's reinstatement shall be resolved in accordance with the grievance procedure under this Part VI.

Employees given notice of discharge for committing an offense for which a prior warning letter is required will not be separated from employment until after the Employer, the Local Union and the employee have reviewed the facts involved. Such meeting shall be held within ten (10) days after request of the Employer, excluding Saturdays, Sundays and paid holidays.



**ARTICLE 106.  
PAY PERIOD**

All employees covered by this Part VI shall be paid-in-full weekly. Such pay shall be received by the employee not later than one (1) week after the close of the pay period. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. The Employer and Union may by mutual agreement provide for a two (2) week holdback.

**ARTICLE 107.  
HOURS OF WORK AND PAID-FOR TIME**

**Section 1. Workday and Workweek**

(a) The workday shall consist of eight (8) consecutive hours exclusive of the lunch period of not less than one-half (1/2) hour nor more than one (1) hour. The workweek shall consist of five (5) consecutive workdays, Monday through Friday, or Tuesday through Saturday. Regular employees shall be guaranteed forty (40) hours' work or pay if available for work. Probationary employees shall be considered regular employees for the purpose of this provision.

(b) For purposes of this Part VI the term "workday" shall refer to a work shift and shall not refer to a calendar day. It is further agreed that a workday commencing on one (1) calendar day and ending on another calendar day shall, for purposes of this Part VI, be considered as one (1) workday.

(c) Legitimate layoffs caused by fire, floods or other Acts of God, utility failure or other civil emergency or strikes at terminals, shall not be guaranteed any hours beyond hours worked in the week in which the layoff occurs or in the week of such employees' return to work, provided such employees are given their regular work turn during the portion of such weeks worked.

(d) The Employer shall give a two (2)-hour notice whenever possible, when employees are required to work overtime. Employees may be required to work overtime. No office employees shall be required to work more than ten (10) hours in any one (1) shift.

## **Article 107**

This shall not be applicable in cases of emergency including absenteeism and/or Acts of God.

### **Section 2. Overtime Rate**

Unless otherwise specifically spelled out, it is understood and agreed that for purposes of this Part VI the term "overtime" shall mean time and one-half (1 1/2) the straight-time hourly rate.

### **Section 3. Hours After Which Overtime Paid**

(a) All time worked in excess of eight (8) hours per workday, or forty (40) hours per workweek, shall be considered as overtime and paid at the rate of time and one-half (1 1/2) the straight-time hourly rate. There shall be no pyramiding of daily or weekly overtime and/or premium pay. Also hours worked on a holiday which falls on a regularly scheduled workday shall not be taken into consideration in computing weekly overtime.

(b) Daily overtime work will be assigned on the basis of classification and shift with the understanding that in any particular classification, the individual's seniority will be recognized within the classification of work. Weekend overtime will be given by seniority within the classification; provided, however, that, if all employees within the classification refuse the available overtime work, then terminal seniority shall prevail in the assignment of weekend overtime, with the understanding that the individual must be qualified to perform the work.

(c) It is mutually agreed that vacation replacements shall not be entitled to weekend overtime.

(d) In any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8) hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1 1/2) times the regular rate, provided the holidays fall within the scheduled workweek.

### **Section 4. Sixth Consecutive Day**

All work performed on the sixth (6th) workday shall be considered

as overtime and the employee shall be paid at the rate of time and one-half (1 1/2) the straight-time hourly rate.

### **Section 5. Seventh Consecutive Day**

All work performed on the seventh (7th) consecutive day shall be compensated for at double the employee's straight-time hourly rate.

### **Section 6. Sunday Work**

With the exception of a Tuesday-Saturday workweek, all work performed on Sunday as such shall be compensated at two (2) times the employee's straight-time hourly rate provided the employee has worked forty (40) hours in that week, otherwise, the rate of pay for Sunday work shall be one and one-half (1 1/2) the employee's straight-time hourly rate.

However, employees shall receive double time for work performed on Sunday during a holiday week where the workweek has been reduced, provided the employee has worked an amount equal to the reduced workweek prior to Sunday.

### **Section 7. Holiday Work**

All work performed on a calendar day recognized by this Part VI as a holiday shall be compensated at two (2) times the employee's regular rate.

### **Section 8. Daily Guarantee**

If an employee reports for and is put to work on a regularly scheduled workday during the workweek, he/she shall be guaranteed eight (8) hours' work or pay. Such guarantee shall not apply in the event the employee does not perform the work available.

### **Section 9. Show-up Time**

If an employee is ordered to work, but not put to work upon reporting, he/she shall be paid six (6) hours' pay at the straight-time hourly rate.

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### **Section 10. Sixth-Seventh Consecutive Workday and Holiday Guarantees**

The daily guarantee as provided for above in Section 8 shall be reduced to four (4) hours when an employee is ordered to report and put to work on his/her sixth or seventh consecutive workday or any day recognized within this Part VI as a holiday. Such guarantee shall not apply in the event the employee does not perform the work available.

### **Section 11. Starting Times**

Starting times are subject to management discretion as long as they are in keeping with sound business practices and do not reflect discrimination or prejudice. Each employee covered by this Part VI shall have a designated starting time. Bid starting times will not be changed in the middle of the workweek.

### **Section 12. Paid-for Time**

Time shall be computed from the time that the employee is ordered to report to work and registers in until he/she is effectively released from duty. There shall be only one (1) lunch period deducted in any twelve (12)-hour period.

### **Section 13. Recall**

In the event an employee has been effectively relieved from duty and is recalled within eight (8) hours, he/she shall be paid at time and one-half (1 1/2) the straight-time hourly rate for time worked with a minimum guarantee of four (4) hours' work or pay.

Recall shall be permitted within eight (8) hours for weekend overtime and shall be based upon seniority within the job classification affected. If the senior qualified employees refuse, the junior qualified employee shall be required to perform the work.

### **Section 14. Travel Pay**

Office employees sent from one (1) terminal to another to work temporarily will be paid for travel time and expenses in an amount to be mutually agreed between the Union and the Employer. In case

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of disagreement, the same will be handled as a dispute in accordance with the grievance procedure as set forth in Article 7, Section 4 of the National Agreement.

## **ARTICLE 108. PART-TIME EMPLOYEES**

### **Section 1.**

The Employer may use regular part-time employees, provided, they shall not be used as a subterfuge to defeat this Part VI, and the need for such part-time employees to work on a regular basis shall be approved by the Central Automobile Transporters Joint Arbitration Committee.

### **Section 2. Guarantee**

Part-time employees shall be guaranteed four (4) hours' work or pay daily at the hourly rate which shall be equal to the classification minimum rate paid to a full-time employee for the same type of work.

### **Section 3.**

None of the terms and conditions of this Part VI shall apply to regular part-time employees except: Article 113 entitled Health and Welfare Benefits; Article 54 entitled Pensions; and Article 23 entitled Cost of Living; and, on a prorated basis: Article 112 entitled Holidays; and Article 114 entitled Vacations; and, Article 115 entitled Sick Leave on the basis of five (5) sick days at four (4) hours per day under the same conditions as found under Article 115.

### **Section 4.**

All regular part-time employees shall be members of the Union or shall become members of the Union as provided for in this Part VI.

### **Section 5.**

Any employee who works over thirty (30) hours per week shall not be considered a part-time employee under this Section.

### **Section 6.**

Any Employer who utilizes regular part-time employees must offer

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full-time positions to those employees when such jobs are available if those employees are qualified, before new employees are hired.

### **Section 7.**

Any regular seniority employee changed to part time because of a reduction in the office unit will retain seniority rights, including bidding rights, and shall receive all fringe benefits on a pro rata basis.

## **ARTICLE 109. MEAL PERIOD**

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals, but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty four (4) hours or after he/she has been on duty six (6) hours.

## **ARTICLE 110. SPLIT SHIFTS**

There shall be no "split shifts." Any employee put to work shall work and be paid continuously from the clock-in time until the clock-out time except for meal period. This Article will not apply to an employee who has completed a working shift and is subsequently called back to work within an eight (8)-hour period. In such instance, Article 107, Section 13 will apply.

## **ARTICLE 111. TIME CLOCKS**

A daily time record shall be maintained by the Employer at its place of business. It is agreed that the Employer will maintain a time clock for such purpose.

## **ARTICLE 112. HOLIDAYS**

### **Section 1.**

Regular full-time employees, who are not on authorized leave of

## **Article 112**

absence, will be eligible for eight (8) hours' pay for the following holidays, providing, they work their last scheduled shift prior to or their first scheduled shift after the holiday, except in cases of proven illness or injury or unless absence has been mutually agreed.

The holidays to be observed are as follows:

New Year's Day, Memorial Day, Good Friday, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th, and Christmas Day.

Any of the above recognized holidays falling on Sunday will be observed the following Monday.

Employees will be entitled to one (1) additional holiday in the form of a personal holiday.

When an employee requests a day off as a personal paid holiday and a portion of the employee's scheduled shift falls within that day, the employee shall not be paid the holiday rate of pay for that portion of the shift.

### **Section 2.**

With respect to time off the day preceding New Year's, past practices shall prevail. However, if there is no work available for office employees on the days in question, they shall be given time off with pay.

### **Section 3. Holiday Work-Rate of Pay**

All work performed on any of the mentioned holidays shall be paid for at double time the employee's straight-time hourly rate.

In the event a workday shall start on an evening preceding a day recognized by this Part VI as a holiday, and shall continue into the holiday, all hours worked on the calendar day recognized as the holiday shall be paid for at the holiday rate.

In the event a workday shall start prior to midnight on any day recognized by this Part VI as a holiday and continue into the next

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calendar day, all hours worked on the calendar day recognized as the holiday shall be paid for at the holiday rate. However, the rate of pay shall revert to the straight-time hourly rate at midnight and continue at the straight-time hourly rate until the employee is entitled to the overtime rate by reason of having worked in excess of eight (8) hours during that workday.

All such hours worked on a holiday shall be included in determining the daily guarantee and hours after which overtime is paid. When work is performed as above, the holiday daily guarantee of four (4) hours shall not be applicable for work performed on the calendar day recognized as the holiday.

### **Section 4.**

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

### **Section 5.**

If any holiday falls within the thirty (30)-day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this Part VI. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30)-day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

### **Section 6. Part-time Employees**

A regular part-time employee shall receive holiday pay on a prorated basis. Payment shall be based on the number of hours the employee is



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regularly scheduled to work on a daily basis. For example, if an employee works three (3) hours per day he or she shall be entitled to three (3) hours' holiday pay; an employee who works four (4) hours per day shall be entitled to four (4) hours' pay; an employee who is employed for five (5) hours per day shall be entitled to five (5) hours' pay.

## **ARTICLE 113. HEALTH AND WELFARE**

### **Section 1.**

(a) Effective August 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of three hundred seventy-four dollars and seventy cents (\$374.70) per week. However, if a participant works only two days or less in a week, the Employer is only obligated to pay thirty four dollars (\$34.00) for that week.

Weekly contributions thereafter will be made to maintain C-6/ Teamcare coverage as follows:

Effective August 1, 2017, an amount not to exceed \$406.65 per week;

Effective August 1, 2018, an amount not to exceed \$411.50 per week;

Effective August 1, 2019, the published weekly rate necessary to maintain benefits;

Effective August 1, 2020, the published weekly rate necessary to maintain benefits.

(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 the Supplemental Agreement(s).

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

The above payment will not be required if another Employer has

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made health and welfare contributions into the Michigan Conference of Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund for said employee for the week in question.

If an employee on the seniority list is worked a day in any work-week either as a replacement or supplementary employee, the Employer shall pay the daily contribution in accordance with Section 1(a) of this Article.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the 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.

(d) Employers presently making payments to the Michigan Conference of Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund and Employers who may subsequently begin to make payments to such funds, shall continue to make such payments for the life of this Part VI.

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

(f) If an employee is absent because of pregnancy, 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.

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If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, pursuant to Article 104, Section 5 of this Part VI, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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

(h) Employees who work either temporarily or in cases of emergency under the terms of this Part VI shall not be covered by the provisions of this paragraph. Contributions to the health and welfare fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of this Part VI, including weeks where work is performed for the Employer but not under the provisions of this Part VI, and although contributions may be made for those weeks into some other health and welfare fund.

## **Section 2.**

Any Employer who has a health and welfare plan in effect at the time of the signing of this Part VI will be allowed to continue said plan if he so desires, provided, first, that the benefits provided therein are equal to or greater than the benefits provided for in the Michigan Conference of Teamsters Health and Welfare Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund and second, that a majority of the employees in the unit express a desire to continue the Company plan. However, no Employer shall be required to maintain two (2) plans of health and welfare insurance.

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### **Section 3.**

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

### **Section 4.**

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

## **ARTICLE 114. VACATIONS**

### **Section 1. Scheduling**

Schedule for vacations shall be posted between January 1st and March 31st of each year and vacations shall be granted by seniority. Vacations requested after March 31 shall be granted on a first-come, first-served basis, providing the employee has vacation time due, and further provided, however, that mutually acceptable prac-

## Article 114

tices which are in effect on May 31, 2003, and which vary from this requirement will remain in effect.

At locations with more than four (4) active employees covered by this Part VI, employees will be allowed to take one (1) week 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) The employee must be eligible for three (3) or more weeks vacation.

(2) The employee must give fifteen (15) 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 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 one (1) week of vacation one day at a time during the vacation year.

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

### Section 2. Amounts

Employees who have worked sixty percent (60%) or more of the total working days (based on a five (5)-day week) during any anniversary year shall be eligible for vacation pay as follows:

One (1) year employment	One (1) week
Two (2) years or more	Two (2) weeks
Ten (10) years or more	Three (3) weeks
Fifteen (15) years or more	Four (4) weeks
Twenty (20) years or more	Five (5) weeks

## **Article 114**

### **Section 3. Eligibility**

During the first (1st) year of employment the employee must work sixty percent (60%) of the total working days in order to obtain his/her vacation and must have been employed for the full year. During the second (2nd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. Time lost due to sickness or injury shall be considered days worked up to and including a maximum of sixty (60) working days. No more than one (1) vacation will be earned in any twelve (12)-month period.

### **Section 4. Vacation Pay for Terminating Employees**

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except, any employee who has quit, been discharged or laid off before he/she has worked his/her sixty percent (60%) shall be entitled to the vacation pay earned on a pro rata basis provided he/she has worked his/her first (1st) full year.

### **Section 5. Computation**

Vacation pay shall be computed at the employee's regular straight-time hourly rate and shall be computed to forty-five (45), ninety (90), one hundred thirty-five (135), one hundred eighty (180) or two hundred twenty-five (225) hours times such straight-time hourly rate, dependent upon the number of weeks vacation to which said employee is entitled under Section 2 above. Straight-time pay shall mean the hourly rate paid to all Company employees during each week the individual employee is actually on vacation. Vacation pay for employees on the payroll at the time of signing this Part VI shall be figured on the same basis as their previous vacation checks.

### **Section 6. Advance Vacation Pay**

Vacation pay shall be paid prior to vacation if desired, providing employees give at least one (1) week's notice.

### **Section 7. Holiday During Vacation Period**

It is also agreed that whenever a holiday falls within an employee's

## **Article 114**

vacation period, the employee shall receive holiday pay in addition to receiving the full vacation pay; however, in such cases it shall be optional with the employee whether he/she accepts the holiday pay or prefers to take one (1) additional day's vacation with pay in lieu of the holiday pay.

### **Section 8. Part-time Employees Prorated Vacation Pay**

Regular part-time employees who have satisfied the eligibility requirements of this Article shall be entitled to prorated vacation pay which shall be equal to the number of hours the employee is regularly scheduled to work on a weekly basis for each week of vacation the employee is eligible by virtue of years of employment under the schedule set forth in Section 2 above. (For example, an employee with two (2) years of employment who is regularly scheduled to work twenty (20) hours per week shall be entitled to forty (40) hours' vacation pay (20 hours x 2 weeks' 40 hours); an employee with eleven (11) years of employment who is regularly scheduled to work twenty (20) hours per week shall be entitled to sixty (60) hours' vacation pay (20 hours x 3 weeks' 60 hours); etc.)

## **ARTICLE 115. SICK LEAVE**

All employees covered by this Part VI shall be entitled to sick pay each calendar year as follows:

(a) All employees hired prior to ratification of the 1988 Michigan Office Workers' Agreement shall receive the five (5) sick days referred to in Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Additionally, employees on the seniority list prior to ratification of the 1988 Michigan Office Workers' Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (1/2) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled workdays for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

## **Article 115**

Any portion of the unused eleven (11) compensable sick days shall be paid to employees on or before the day prior to Christmas of each year.

(b) Employees hired after ratification of the 1988 Michigan Office Workers' Agreement shall be entitled to the five (5) sick days in accordance with Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Any portion of the unused five (5) compensable sick days shall be paid to employees on or before the day prior to Christmas each year.

Additionally, employees hired after the ratification of the 1988 Michigan Office Workers' Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (1/2) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

These six (6) compensable sick leave days shall be paid only for a proven illness. These days may be accumulated during the life of this Part VI and must be taken at the time of illness.

Those employees hired after ratification of the 1988 Michigan Office Workers' Agreement through December 15, 1988 will earn this sick pay based on four (4) hours for each month, provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

It is understood and agreed that at no time shall any sick pay be used unless the employee is sick. The Employer may request evidence of an employee's right to claim benefits under this Article. Chronic offenders of this Section may be required to produce a doctor's certificate.

(c) Employees who retire shall be eligible for pay for up to five (5) days of unused sick leave provided they have worked ninety (90) days or more during the contract year.



**ARTICLE 116.  
SANITARY CONDITIONS**

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

**ARTICLE 117.  
RATES OF PAY**

**Section 1. Classifications and Minimum Rates**

**DETROIT AND PONTIAC**

EFFECTIVE DATES	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
CLASSIFICATIONS	\$0.30	\$0.30	\$0.30	\$0.35	\$0.45
JANITOR (Janitorial work only)	\$23.02	\$23.32	\$23.62	\$23.97	\$24.42
GENERAL MAINTENANCE	\$24.39	\$24.69	\$24.99	\$25.34	\$25.79
GROUP NO. I (HIRED PRIOR TO 7/01/73) File Clerk, Mail Clerk	\$23.07	\$23.37	\$23.67	\$24.02	\$24.47
GROUP NO. I (HIRED AFTER 7/01/73)	\$22.82	\$23.12	\$23.42	\$23.77	\$24.22
GROUP NO. II Record Clerk	\$23.41	\$23.71	\$24.01	\$24.36	\$24.81
GROUP NO. III Payroll Clerk, Accounts Receivable Clerk, Tracing Clerk, Data Entry Operator	\$23.70	\$24.00	\$24.30	\$24.65	\$25.10

**Article 117**

EFFECTIVE DATES	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
GROUP NO. IV Secretary (other than confidential), Billing Clerk, O.S.&D. Clerk, Dispatch Clerk, Computer Operators (Computer Operators with two years experience with the Employer shall be paid 8¢ above Group IV rate)	\$23.85	\$24.15	\$24.45	\$24.80	\$25.25
GROUP NO. V RATE CLERK - Apprentice, and Computer Operators/ Programmers (less than 2 years experience)	\$24.00	\$24.30	\$24.60	\$24.95	\$25.40
RATE CLERK - Junior, and Computer Operators/ Programmers (2-4 years experience)	\$24.30	\$24.60	\$24.90	\$25.25	\$25.70
RATE CLERK - Senior, Computer Operators/ Programmers and Revision Clerk (4 or more years experience)	\$24.45	\$24.75	\$25.05	\$25.40	\$25.85
DISPATCHERS who perform routine or ministerial duties	\$24.40	\$24.70	\$25.00	\$25.35	\$25.80

**Article 117****UPSTATE MICHIGAN**

EFFECTIVE DATES	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
CLASSIFICATIONS	\$0.30	\$0.30	\$0.30	\$0.35	\$0.45

(Job classifications listed under each group number for the Detroit and Pontiac areas apply to the same group numbers for the Upstate Michigan Minimum Rates listed below.)

EFFECTIVE DATES	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
JANITOR	\$22.93	\$23.23	\$23.53	\$23.88	\$24.33
GENERAL MAINTENANCE	\$24.30	\$24.60	\$24.90	\$25.25	\$24.70
GROUP NO. I (HIRED PRIOR TO 7/01/73)	\$22.98	\$23.28	\$23.58	\$23.93	\$24.38
GROUP NO. I (HIRED AFTER 7/01/73)	\$22.73	\$23.03	\$23.33	\$23.68	\$24.13
GROUP NO. II	\$23.32	\$23.62	\$23.92	\$24.27	\$24.72
GROUP NO. III	\$23.61	\$23.91	\$24.21	\$24.56	\$25.01
GROUP NO. IV	\$23.76	\$24.06	\$24.36	\$24.71	\$25.16
GROUP NO. V EXPERIENCE					
Less than 2 years	\$23.91	\$24.21	\$24.51	\$24.86	\$25.31
2-4 yrs.	\$24.21	\$24.51	\$24.81	\$25.16	\$25.61
4 or more yrs.	\$24.36	\$24.66	\$24.96	\$25.31	\$25.76
DISPATCHERS	\$24.31	\$24.61	\$24.91	\$25.26	\$25.71

## **Article 117**

On June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **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 regular scheduled starting time is 11:00 a.m. or between 11:00 a.m. and 5:00 a.m.

### **Section 3. Small Offices**

Employees working in offices having three (3) or less employees working under the classifications of this Part VI doing general office work which falls within the first four (4) groups shall automatically receive the rate of pay for Group IV. However, even in the small office referred to herein, if an individual employee does not regularly perform any work in Group IV, then he/she will be classified at the rate of pay for the highest paid classification of work which they regularly perform.

However, where an employee in the small office occasionally performs work in a classification higher than their regularly assigned classification, all time spent on such work in excess of one (1) hour will be paid at the highest rate of pay.

### **Section 4. Rate for Work Performed on Higher or Lower Rated Jobs**

It is further agreed that any employee in a higher-rated classification may at any time perform duties of a lower-rated classification without a decrease in pay. It is further agreed that any employee in a lower-rated classification may perform the duties of a higher-rated classification for a period not to exceed two (2) hours in any one (1) day without any increase in pay for the period spent in the performance of duties incidental to such higher-rated classification; however, if more than two (2) hours are spent in the higher classification, the higher rate of pay will be paid for the entire day.

## **Article 118**

It is further agreed that employees excluded from the bargaining unit shall not perform the duties of employees within the bargaining unit except in cases of emergencies. Employees excluded from the bargaining unit may help and assist employees within the bargaining unit, provided such help and assistance is not being used by the Employer to avoid filling a vacancy.

### **Section 5.**

Where new types of equipment and/or operations for which rates of pay are not established by this Part VI are put into use within operations covered by this Part VI, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

### **Section 6.**

Any individual employed to replace absentees and/or employees on vacation shall not gain seniority during that period of replacement employment except as provided in the following paragraph.

If the Employer employs said replacement employee on a regular basis at which time said individual's seniority shall revert back thirty (30) days prior to becoming a regular employee. This clause will not be used as a substitute to not hire regular employees.

None of the terms and conditions of the contract except wage rate, cost of living, Union security clause and the applicable new provisions under pension will accrue to the replacement employee.

In the event an employee works pursuant to this Section ninety (90) working days within a six (6)-month period the employee shall be placed on the seniority list and the seniority date shall be thirty (30) days prior to said ninety (90)-day period.

## **ARTICLE 118. INVALIDATION CLAUSE**

If any of the terms and conditions of this Part VI are in violation of any state or federal law, or court decision or decree, then, to the extent of the violation, this Part VI shall be null and void and subject

## **Article 118**

to renegotiation. If any portion of this Part VI is declared illegal, it shall not in any way affect the remaining provisions of this Part VI.

# **ARTICLE 119. MICHIGAN OFFICE WORKERS**

## **Uniform Rules and Regulations**

Governing the actions of Michigan employees covered by Part VI of the Central and Southern Area Supplemental Agreement to the National Master Automobile Transporters Agreement.

Amended Effective July 13, 1979

The following rules and regulations and the penalties to be charged for violation of same are placed into effect (with the joint approval of the Employer and the Union) so that all employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the employee's right, through the Union of which he is a member, to challenge a penalty through the regular grievance procedure. Rules and regulations herein contained shall not supersede any provision of the present Union agreements.

The Employer reserves the right, upon proper notification to the Union, to revise the rules and regulations listed herein, subject to the affirmative decision of the majority of the Joint Arbitration Committee; and also reserves the right to the use of the grievance machinery:

### **1. Equipment and Supplies:**

(a) Unauthorized use of company equipment and/or supplies.

1st offense - reprimand

2nd offense - reprimand

3rd offense - 3-day layoff

4th offense - subject to discharge

(b) Failure to report defective equipment on forms provided.

1st offense - reprimand

2nd offense - reprimand

3rd offense - subject to discharge

(c) Failure to properly protect the company's office equipment.

1st offense - reprimand

2nd offense - reprimand

3rd offense - 1-week layoff

4th offense - subject to discharge

## **2. Conduct**

(a) Drinking alcoholic beverages, using or possessing narcotics, amphetamines, barbiturates, hallucinogenics or other controlled substances or drugs or marijuana while on duty and/or failing to submit to a sobriety test if the employee appears to be under such influence while on duty.

Subject to discharge.

(b) Drinking prior to reporting for duty (where employee's condition is such that it may affect the performance of his/her duties, or impair the work performance and safety of others).

1st offense - 1-day layoff

2nd offense - 3-day layoff

3rd offense - subject to discharge

(c) Discourtesy to customers.

1st offense - reprimand

2nd offense - reprimand

3rd offense - 1-week layoff

4th offense - subject to discharge

(d) Theft or dishonesty of any kind.

Discharge.

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(e) Flagrant disobeying of orders and/or insubordination to supervisory personnel.

1st offense - reprimand

2nd offense - subject to discharge

(f) Direct refusal to perform assigned work covered by the Agreement.

Subject to discharge.

(g) Fighting on the company premises or on duty.

Subject to discharge.

(h) Filing a false or incomplete employment application.

Discharge.

(i) Unauthorized use of time cards.

Discharge.

(j) Gambling on company premises or on duty (after discussion with union representative).

1st offense - reprimand

2nd offense - discharge

(k) Participating, instigating and/or perpetuating an unauthorized work stoppage.

Discharge.

### **3. Work Performance:**

(a) Inaccurate preparation of work assigned.

1st offense - reprimand

2nd offense - reprimand (meeting with Union)



- 3rd offense - 3-day layoff
- 4th offense - subject to discharge

(b) Failure to maintain work assigned in a reasonable current status.

- 1st offense - reprimand
- 2nd offense - reprimand (meeting with Union)
- 3rd offense - 3-day layoff
- 4th offense - subject to discharge

**4. Attendance:**

(a) Reporting late for work.

- 1st offense - reprimand
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - 3-day layoff
- Subsequent offenses - subject to discharge

(b) Failure to notify company personnel (supervisory) not less than one (1) hour before regular show up time when unable to report for duty (where supervisory employee is available).

- 1st offense - reprimand
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - 3-day layoff
- Subsequent offenses - subject to discharge

(c) Absent one (1) or two (2) successive working days without notice.

- 1st offense - reprimand
- 2nd offense - 1-day layoff
- 3rd offense - discharge

(d) Absent three (3) successive working days without notice.

Voluntary quit.

## **Article 119**

(e) Excessive absenteeism.

1st offense - reprimand  
2nd offense - 1-week layoff  
3rd offense - discharge

(f) Abuse of scheduled break and/or lunch periods.

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - reprimand  
4th offense - 3-day layoff  
5th offense - subject to discharge

### **5. Accident:**

(a) Major chargeable vehicle accident after full investigation.

Discharge.

(b) Minor chargeable accident.

1st offense - reprimand  
2nd offense - 3-day layoff  
3rd offense - 1-week layoff  
Subsequent offenses - subject to discharge

(c) Failure to report all accidents promptly and personal injury or major accidents immediately.

1st offense - 3-day layoff  
2nd offense - 1-week layoff  
Subsequent offenses - subject to discharge

### **6. Miscellaneous:**

(a) Garnishee Suits. Upon being served with a garnishee summons, the Company will immediately notify the principal defendant so that he may have an opportunity to secure a release for the Employer before the Employer is required to file disclosure.

## **Article 119**

(b) Failure to maintain a reasonably neat appearance appropriate to office atmosphere.

1st offense - reprimand (meeting with Union)

2nd offense - reprimand

3rd offense - 3-day layoff

4th offense - subject to discharge

(c) Penalty for three (3) major offenses.

Subject to discharge.

**NOTE 1:** A minor offense is defined as one for which the penalty is a reprimand.

**NOTE 2:** A major offense is defined as one for which the penalty is disciplinary time off.

Minor offenses against any employee's record that are over six (6) months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine (9) months old shall be forgiven and the employee's record wiped clean.

## **ARTICLE 120. TERMINATION CLAUSE**

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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, 2017, to be effective as of September 1, 2015.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

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

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**CENTRAL AND SOUTHERN AREA  
SUPPLEMENTAL AGREEMENT**

**NEGOTIATING COMMITTEE**

**FOR THE UNIONS:**

James P. Hoffa, Chairman  
Kevin D. Moore, Co-Chairperson  
Roy R. Gross, Co-Chairperson

Joe Bennett  
Jeff Brylski  
Dave Daniels  
Tom Erickson  
George Gerdes  
Dennis Krogstad  
Tony Lamy  
Joe Lopez  
Mike Parker  
Claud Perrett  
Mike Philbeck  
Mark Schmiehausen  
Greg Shadle  
Ralph Stubbs  
Kris Taylor

**FOR THE EMPLOYERS:**

Kenneth W. Zatkoff, Chairperson  
Peter P. Sudnick, Co-Chairperson

Terry Brennan  
Gerald Clemens  
Malcolm Collier  
Mike Ford  
Curtis Goodwin  
Steve Gross  
Paul Houck  
Al McCune  
Steve Roberts  
Steve Starnes  
James Walker