

NMATA CENTRAL-SOUTHERN AREAS SUPPLEMENTAL AGREEMENT SUMMARY OF CHANGES

For the period covering September 1, 2015 Through August 31, 2019

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **underlined**.

PART I (GENERAL)

ARTICLE 36, SECTION 3 (ADDRESS, PHONE CHANGE)

Modify Section 3 as follows:

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 40, UNIFORM RULES AND REGULATIONS, RULE 3 (CONDUCT)

Modify Rule 3(a) as follows:

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.

ARTICLE 40, UNIFORM RULES AND REGULATIONS, RULE 4(D) (DAMAGES)

Modify Rule 4(d) as follows:

4. DAMAGES:

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

NOTE: To be considered major damage, the loss must exceed \$2,000 excluding loss of sale.

1st offense - subject to discharge after full investigation.

ARTICLE 42 (LODGING)

Modify 1st paragraph of Article 42 as follows:

Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from 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-a company-wide list of all its current designated lodging to all drivers. The Employer shall have a designated person(s) for receiving lodging complaints.

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ARTICLE 48 (UTILIZATION OF EQUIPMENT)

Modify Article 48 as follows:

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 within its system.

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 ~~weekly 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. This provision shall not be applicable in instances where the Employer has established with the Local Union that a layoff is caused by a permanent loss of traffic.

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 the Eastern or Western Supplements have provisions similar to those referenced herein, another Conference shall agree to be bound by same.

ARTICLE 48 (UTILIZATION OF EQUIPMENT)

Modify Article 48, Section 1 as follows:

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 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. The foregoing will not preclude a driver from voluntarily picking trips away from his home terminal.

Trips hauled by a driver under this Section 1 will be charged to the driver's home terminal for purposes of equitable treatment under this Article.

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-\$27.00~~ 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 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

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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.

ARTICLE 48, SECTION 2 (UTILIZATION OF EQUIPMENT)

Modify Section 2 as follows:

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~~ of each terminal affected by this Article within the Company's system.

ARTICLE 48, SECTION 3 (UTILIZATION OF EQUIPMENT)

Modify Section 3 as follows:

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

ARTICLE 48, SECTION 4

Modify Section 4 as follows:

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. The Employer acknowledges that it is not the intent of this Article to dry up a terminal.

ARTICLE 48, SECTION 6 (UTILIZATION OF EQUIPMENT)

Modify Section 6 as follows:

~~Any Company~~ Parent or Employer must be fully signatory to the National Agreement of NMATA and the NMATA Work Preservation Agreement and fully signatory to the Central-Southern Supplement or fully signatory to the Eastern Area Supplement or the Western Area Supplement and operating under conditions similar to those referenced herein, to utilize Article 48.

ARTICLE 48, NEW SECTION 7 (UTILIZATION OF EQUIPMENT)

Insert the following language as Article 48, New Section 7:

New Section 7. (Open Board)

An Employer may establish a voluntary open board at any location for drivers who will operate throughout the system on separate 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. Bidding for such boards will be voluntary and handled locally. Such boards will be limited in size at each location to 10% of the location's active seniority list. This does not prohibit a driver from voluntarily agreeing to stay out up to an additional week.

Open board drivers will work in the Company's system for up to two weeks per tour of duty, and thereafter will be entitled to voluntary time off at their home terminal location for a maximum of two (2) consecutive days per week the driver is away from his home terminal or prorata share at the driver's

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discretion. During each tour of duty 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 locations; and will operate in a manner to maximize their available hours of service.

ARTICLE 58, SECTION 1 (LOADING RATE)

Modify Section 1 as follows:

**Section 1.
Loading Rate**

[*NOTE: Loading pay will no longer be paid separately on trips over 100 miles. However, where loading pay is a separate component of pay in zone or flat rates, it will not be eliminated, but will be increased by the percentages set forth in Article 61, Section 10.]*

The per unit loading pay shall be as follows:

	RATE PER VEHICLE			
	6/1/11	6/1/12	6/1/13	6/1/14
6 Vehicles or less	\$3.98	\$4.03	\$4.09	\$4.16
7 Vehicles	\$4.16	\$4.21	\$4.27	\$4.34
8 Vehicles	\$4.61	\$4.67	\$4.74	\$4.82
9 Vehicles	\$5.09	\$5.16	\$5.24	\$5.33
10 Vehicles	\$5.49	\$5.56	\$5.64	\$5.74
11 Vehicles	\$5.85	\$5.93	\$6.02	\$6.12
12 Vehicles	\$6.24	\$6.32	\$6.42	\$6.53
13 Vehicles	\$6.31	\$6.39	\$6.49	\$6.60
14 Vehicles	\$6.37	\$6.45	\$6.55	\$6.66

~~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. 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

ARTICLE 59

Revise Section 1 as follows:

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.~~

ARTICLE 59, SECTION 7 (SPLIT DELIVERIES)

Delete Section 7 in its entirety as follows and renumber remaining sections:

**Section 7.
Split Deliveries**

[*NOTE: Skid drops will no longer be paid separately on trips over 100 miles. However, where skid drop pay is a separate component of pay in zone or flat rates, it will not be eliminated, but will be increased by the percentages set forth in Article 61, Section 10.]*

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

SPLIT DELIVERIES

	6/1/11	6/1/12	6/1/13	6/1/14
1st Skid Drop	\$3.51	\$3.56	\$3.61	\$3.67
2nd Skid Drop	\$5.54	\$5.61	\$5.69	\$5.79
3rd Skid Drop	\$6.16	\$6.24	\$6.33	\$6.44
4th Skid Drop	\$6.79	\$6.88	\$6.98	\$7.10
5th Skid Drop	\$7.57	\$7.67	\$7.79	\$7.92
6th Skid Drop	\$8.35	\$8.46	\$8.59	\$8.74
7th Skid Drop	\$9.17	\$9.29	\$9.43	\$9.59
8th Skid Drop	\$9.92	\$10.05	\$10.20	\$10.37

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9th Skid Drop and over	\$10.70	\$10.84	\$11.00	\$11.19
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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

	6/1/11	6/1/12	6/1/13	6/1/14
1st Skid Drop	\$3.51	\$3.56	\$3.61	\$3.67
2nd Skid Drop	\$7.66	\$7.76	\$7.88	\$8.01
3rd Skid Drop	\$8.20	\$8.31	\$8.44	\$8.58
4th Skid Drop	\$8.80	\$8.92	\$9.05	\$9.20
5th Skid Drop	\$9.61	\$9.74	\$9.89	\$10.06
6th Skid Drop	\$10.38	\$10.52	\$10.68	\$10.86
7th Skid Drop	\$11.15	\$11.30	\$11.47	\$11.66
8th Skid Drop	\$11.94	\$12.10	\$12.28	\$12.49
9th Skid Drop and over	\$12.72	\$12.89	\$13.08	\$13.30

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

	6/1/11	6/1/12	6/1/13	6/1/14
1st skid drop	\$3.51	\$3.56	\$3.61	\$3.67
2nd skid drop and each add- itional drop	\$4.28	\$4.34	\$4.41	\$4.48

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.

ARTICLE 61, SECTION 2 (4-CAR RATES)

Delete Section 2 in its entirety as follows and renumber remaining sections:

**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:

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	\$1.13025	\$1.14525	\$1.16275	\$1.18275

151 miles: flat rate per load	\$171.04	\$173.32	\$175.98	\$179.02
152 miles and beyond: per loaded mile	\$1.12525	\$1.14025	\$1.15775	\$1.17775

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

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	94.175¢	95.675¢	97.425¢	99.425¢
Over 150 miles: per loaded mile	93.675¢	95.175¢	96.925¢	98.925¢

**ARTICLE 61, SECTION 3
(2 AND/OR 3-CARE RATES)**

Delete Section 3 in its entirety as follows and renumber remaining sections:

**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:

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	\$1.12525	\$1.14025	\$1.15775	\$1.17775
151 miles: flat rate per load	\$170.28	\$172.56	\$175.22	\$178.26
152 miles and beyond: per loaded mile	\$1.12025	\$1.13525	\$1.15275	\$1.17275

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

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	93.675¢	95.175¢	96.925¢	98.925¢
Over 150 miles: per loaded mile	93.175¢	94.675¢	96.425¢	98.425¢

ARTICLE 61, SECTION 4 (MULTIPLE CAR RATES)

Modify Section 4 as follows:

**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.

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

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	\$1.16025	\$1.17525	\$1.19275	\$1.21275
151 miles: flat rate per load	\$175.60	\$177.88	\$180.54	\$183.58
152 miles and beyond: per loaded mile	\$1.15525	\$1.17025	\$1.18775	\$1.20775

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

	6/1/11	6/1/12	6/1/13	6/1/14
1 through 150 miles: per loaded mile	97.175¢	98.675¢	\$1.00425	\$1.02425
Over 150 miles: per loaded mile	96.675¢	98.175¢	99.925¢	\$1.01925

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

ARTICLE 61, SECTION 5 (FILLER LOADS)

Modify Section 5 as follows and renumber subsections:

**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.

**ARTICLE 61, SECTION 6 (COMPACT CARS,
FOREIGN AND/OR DOMESTIC)**

Delete Section 6 in its entirety as follows and renumber remaining sections:

**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 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.

ARTICLE 61, SECTION 7

Delete Section 7 in its entirety as follows and renumber remaining sections:

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.

**ARTICLE 61, SECTION 8
(DOUBLE TRAILER RATE)**

Delete Section 8 in its entirety as follows and renumber remaining sections:

**Section 8.
Double Trailer Rate**

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

C/S

	6/1/11	6/1/12	6/1/13	6/1/14
Per running mile	62.235¢	62.985¢	63.86¢	64.86¢

**ARTICLE 61, SECTION 13
(RAIL DIVERSION - ARTICLE 22)**

Delete Section 13 in its entirety as follows and renumber remaining sections:

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:~~

	6/1/11	6/1/12	6/1/13	6/1/14
Full rate/Half rate	Full/50% of the rates under Article 61,			
Agreements:	Section 4.			
Running Mile				
Agreements:	58.400¢	59.150¢	60.025¢	61.025¢

~~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 0.75¢ per running mile and 1.5¢ per loaded mile (0.75¢ on half rate) effective June 1, 2011 and June 1, 2012; 0.875¢ per running mile and 1.75¢ per loaded mile (0.875¢ on half rate) effective June 1, 2013; and 1.00¢ per running mile and 2.00¢ per loaded mile (1.00¢ on half rate) effective June 1, 2014.~~

PART III (LOCAL)

**ARTICLE 65, SECTION 1(A) (DAILY, OVERTIME
AND MINIMUM, GUARANTEE)**

Modify Section 1 as follows:

(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) fourth (4th) and sixth (6th) 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.

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.

PART IV (GARAGE)

ARTICLE 72, SECTION 1 (WORKWEEK)

Modify Section 1 as follows:

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

~~The existing number of positions as of June 1, 1999, or June 1, 2008, whichever is lower, shall be red circled and maintained as Monday through Friday, Tuesday through Saturday, or other current flex week arrangements where in effect, provided that 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 June 1, 1999 shall be forced to such flex week schedules. At any time that the above red circled positions are reduced through layoff, such flex week schedules will be suspended during such period and~~

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~~shall not be resumed until the staffing levels are returned to the red circled levels as established; however, agreements may be negotiated by the Employer and Local Union at a location which modify the provisions of this Section.~~

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.

ARTICLE 73, SECTION 5 (COVERALLS)

Modify Section 5 as follows:

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.

ARTICLE 73, SECTION 8

Modify Section 8 as follows:

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum liability shall not exceed ~~fifteen nine~~ thousand dollars (\$15,000.00) ~~(\$9,000.00)~~. The mechanic must submit a signed, written and dated inventory to management in order to qualify for this insurance coverage, subject to Employer verification.

PART V (DRIVEAWAY)**ARTICLE 81, NEW SECTION 5 (SENIORITY - DRIVER DEEMED INADMISSIBLE UNDER CANADA'S IMMIGRATION LAW)**

Add new Section 5 titled "Driver deemed inadmissible under Canada's immigration law" to read as follows:

(a) Within ninety (90) calendar days from the date of ratification of this Agreement, current employees working in driver rehabilitations who are inadmissible to operate equipment across the border with Canada shall make application with the Government of Canada for a determination of individual rehabilitation, 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 rehabilitation shall not be dispatched on all days thereafter with no wage or benefit obligation by the Employer. Employees in driver 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) On and after September 1, 2015, 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 88, NEW SECTION 2(d) (LAYOVERS, BREAKDOWNS OR IMPASSABLE HIGHWAYS)

Insert the following as a new Section 2(d):

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

ARTICLE 88, SECTION 5 (FUELING)

Modify Section 5 as follows:

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

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.

C/S

**ARTICLE 98, SECTION 5
(BACKHAUL RATES OF PAY)**

Modify Section 5(a) as follows:

- a. The present backhaul ~~frozen~~ rates of pay shall apply.
- b. The driver will receive no less than his/her terminal backhaul ~~frozen~~ rate of pay.

**CENTRAL-SOUTHERN DRIVEAWAY
SUPPLEMENTAL AGREEMENT MEMORANDUM
OF UNDERSTANDING SUBMITTED ON BEHALF OF
ACTIVE USA AND ACCEPTED BY TNATINC
DRIVEAWAY REPRESENTATIVE ON
AUGUST 31, 2015:**

Kris Taylor
TNATINC Central-Southern Driveaway Co-Chairman
25 Louisiana Avenue, N.W.
Washington, D.C. 20001

Dear Mr. Taylor:

Active agrees that a list will be provided to the Local Unions that will include the times loads are available in Heber (Calexico), CA and Boisbriand (Montreal), Quebec. List will be provided monthly. The Union recognizes programming is necessary but will proceed immediately.



C/S





C/S





C/S

