

MASTER

NATIONAL MASTER AUTOMOBILE TRANSPORTERS 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**.

ARTICLE 2, SECTION 8

Modify Section 8 as follows:

(a) 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 and the applicable Supplemental Agreement and Riders for employees working in driving, loading and unloading classifications which will have the effect of permitting the Employer to acquire and retain truckaway, yard work at plants, railheads, ports and other facilities, subject to National Committee approval and prior to the approval of the affected membership before prior to implementation.

(b) Nothing in this section is intended to or shall allow a Local Union(s) and an Employer to enter into any transaction that undermines the wages, benefits or other contractual rights of employees working at any other terminal or location covered by the Agreement.

(c) In the handling of traffic from terminals or locations where modifications have been approved under Subsection (a) of this Section, foreign drivers shall be paid their full contractual rate.

ARTICLE 3, SECTION 1(j)(1) (TRAINING PROGRAM)

Add new subsection (j) as follows:

(j) Subsequent to August 31, 2015, when two or more employees are placed on the seniority list at a location who

have the same date of hire, their order on the seniority list will be based upon the last four digits of their Social Security number, the highest number being placed first.

ARTICLE 5, NEW SECTION 7(d) (SENIORITY)

Add new subsection (d):

(d) Where work is being transferred from a location, if the volume of work is less than one (1) employee, the National Joint Standing Seniority Committee (NJSSC) will hold jurisdiction over the matter for a period of up to six (6) months.

ARTICLE 5, SECTION 10 (NOTICE OF CHANGES WHICH AFFECT SENIORITY)

Modify Section 10 to read:

When a change is made by an Employer which affects the seniority rights of its employees as provided in this Article, or when traffic is transferred to another location or lost, the Employer shall give the affected Local Union(s) reasonable notice in advance of the change. The Employer and Local Union(s) shall cooperate in assisting the appropriate Area Joint Arbitration Committee or National Committee in determining the seniority of the employees affected in accordance with the terms of this Agreement. Such determination shall be final and binding on the Employer, the Local Union(s) and the employees.

ARTICLE 5, SECTION 11 (SENIORITY)

Modify Section 11 to read:

MASTER

(a) The Employer shall not require employees who exercise rights under Article 5, Section 4, 5, 7, and 8 transfers, except for transfers pursuant to Section 7 (a) (3) new terminal and additional help rights under any Supplement, to purchase any equipment as a condition of continued employment.

(b) The Employer shall file with the Standing Seniority Committee a request for staffing at any terminal, operating point or other facility at which the Employer has no existing facility and is assigned off rail traffic after June 1, 1999 and retains such traffic for six (6) months.

(c) If an Employer secures new traffic (not currently handled by any signatory Employer) from a port, plant, railroad, auction yard, or other location that is not staffed by that Employer, and that traffic can be handled in a manner that will substantially reduce empty miles for existing employees at other locations, then such Employer may file with the National Automobile Transporters Joint Arbitration Committee to be excused from the provisions of Article 5, Section 11 (b). The decision of the Committee shall be final and binding, with no further recourse in any forum. If the Committee deadlocks on the matter, then the request for relief shall be treated as a rejection of the Employer's request for relief.

ARTICLE 5, SECTION 13 (SENIORITY)

Modify Section 13 as follows:

In the event an Employer is hiring at a location, active employees with one year or more of seniority with ~~of~~ the Employer will be permitted to transfer to the hiring location and keep his/her company seniority but will be entailed on the seniority list after additional help opportunities are exhausted. The Employer will post a notice in all terminals with the name and location that is hiring. Any qualified employee desiring to transfer under this provision must notify the destination employer representative within seven (7) days of the posting of the notice. The Employer must implement within thirty (30) days of initial posting. If not implemented within thirty (30) days, the posting will be null and void. Any future openings will be subject to a reposting and rebid. No employee shall be required to relinquish seniority at their home domicile until he/she is put to work at the new location. An employee may not utilize this provision more than one (1) time per calendar year. This provision shall not be cause for any monetary claims.

AUGUST 25, 2015 LETTER OF UNDERSTANDING RE: MODIFIED WORK UNDER THE PROVISIONS OF ARTICLE 10, SECTION 3(b)

LETTER OF UNDERSTANDING

August 25, 2015

Re: Modified Work

The parties agree that the following conditions will be recognized in conjunction with the provisions of Article 10, Section 3(b):

1. The category "type of work that is not expected to result in re-injury and which can be performed with medical limitations set forth by the attending physician." If modified work is not available at a Company location, the work may include placement in jobs at alternative locations, such as those listed in Exhibit A attached hereto.

The employer and union will agree on locations and types of alternative work offered in conjunction with Art. 10 Sec. 3(D). Any disputes regarding type or appropriateness of work will be taken up with the local union and the employee will not be required to perform modified work at that location until the dispute is resolved.

Modified work assignments will be for a period of up to 8 weeks; however, the employer may extend such assignments for up to an additional 4 weeks if the employee's condition is improving and the employee has a return to work expectation within 12 weeks from the beginning of the modified work assignment.

2. Disputes over appropriateness of alternative locations shall be filed directly with the National Joint Arbitration Committee, and a deadlock over such a dispute will not be referred to a Board of Arbitration; but, rather, in the event of a deadlock, the employee(s) involved will be removed from the alternative location.
3. In no instance shall an employer require an employee to travel more than 25 miles to any Modified Work location from the employee's residence.

Exhibit A
To Letter of Understanding of August 25, 2015

Typical non-profit organizations used as modified work alternative locations:

American Red Cross
American Diabetes Association
American Cancer Society
The Salvation Army
Goodwill
Habitat for Humanity
Rescue Missions
Libraries
Food Banks
YMCA

ARTICLE 10, SECTION 4 (FUNERAL PAY)

Modify Section 4 as follows:

In the event of a death in the family (father, mother, ~~wife, husband and spouse~~, brother, sister, son or daughter, including foster parents and step-parents, grandparents, grandchildren, mother-in-law, father-in-law, step-children and foster children), a regular employee shall be entitled to three (3) days' pay.

A regular employee shall be entitled to three (3) days' funeral leave during the period from and including the day of the death of the designated relative to and including the day after the funeral if all other conditions set forth herein are met:

(a) To be eligible for paid funeral leave, the employee must attend, or make a bona fide effort to attend the funeral or memorial service.

(b) Pay for compensable funeral leave shall be for eight (8) hours at the straight-time hourly rate for each day of funeral leave for which the employee is eligible; provided, however, that an hourly employee who is assigned to a 4-10 hour work schedule shall be paid ten (10) hours at the straight time hourly rate for each day of funeral leave for which such employee is eligible.

(c) Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff, sick leave, holiday, workers' compensation, jury duty or would not have otherwise worked.

(d) The relatives designated shall include brothers and sisters having one (1) parent in common; and those relationships generally called "step," providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

(e) Those Supplemental Agreements having pre-existing funeral leave clauses shall retain the same, unless amended by Supplemental negotiations.

MASTER
**ARTICLE 12, SECTION 4 (VIDEO
CAMERAS/GPS/TRACKING DEVICES)**

Modify Section 4 as follows:

The Employer may not use video cameras to discipline or discharge an employee for reasons other than theft of property or dishonesty. If the information on a videotape is to be used to discipline or discharge an employee for theft or dishonesty, the Employer must provide the Local Union, prior to the hearing an opportunity to review the videotape used by the Employer to support the discipline or discharge.

The Employer will not use GPS/Electronic Tracking Devices as the sole basis for discipline. In the event the Employer uses such devices for discipline purposes, the Employer will supply such information or evidence to the Local Union prior to the local level meeting or subsequent hearings.

ARTICLE 22 HAS BEEN DELETED IN ITS ENTIRETY

**ARTICLE 27 (ROAD AND/OR DRIVING
EQUIPMENT SPECIAL LICENSE)**

Modify Section 27 as follows:

If the Employer or a government agency requests a regular employee to qualify on road and/or driving equipment requiring a classified or special license (including a CDL), or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with the Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination. Costs of such license (excluding a CDL) required by a government agency will be paid for by the Employer.

In the event that passports, Fast Passes, TWIC cards or any other form of government-issued identification (excluding birth certificates) or other forms of access credentials are required by the Employer, the Employer's customer(s), government agencies and bodies, or foreign governments, including as a requirement for access to ports, railheads or other locations, the Employer will be responsible for the full cost of same. The Employer will also be responsible for any renewal cost of such documentation; however the cost for replacement of lost or stolen documents will be the responsibility of the employee. Employees who obtain any of the above access credentials on their own shall be reimbursed for the document(s) the Employer requires the employee to possess at a particular location in order to exercise his contractual rights.

In the event that an employee is unable to qualify for the issuance of any such required documentation, the Employer and Local Union will be promptly notified by the employee. At lo-

MASTER

cations where an employee(s) is unable to obtain any such required documentation, the Local Union and Employer shall be responsible for the establishment of rules dealing with the assignment of work to such employee(s). If the parties fail to reach agreement on such rules, said employee(s) shall work at the bottom of the dispatch board or work schedule until he is able to obtain said documents or rules are established. In the event that no work opportunity is available, there will be no wage or benefit obligation to the Employer.

Failure of an employee to have the required documentation in his possession at border crossings, loading or unloading locations, or other sites where such documentation is required will not be the basis for delay time or other pay claims for said employee.

At locations where border crossing is a regular part of the Employer's business, Fast Pass, Passport (if required) or any other expedited system that becomes available will be obtained by the Employer to expedite crossing into or out of Canada or Mexico. At locations where border crossings are a regular part of an Employer's business and these documents are required, a newly hired employee must obtain these documents during their probationary period or be released, unless agreed otherwise by the Local Union.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

ARTICLE 31 (UNIFORMS)

Modify Article 31 as follows:

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

After the expiration of any contractual relation with existing suppliers, future order of uniforms will be Union-made in the United States and shall bear the Teamster logo and reflective safety striping.

Drivers shall be required to wash uniforms when supplied by the Employer.

Where the Employer requires uniforms, including coveralls, to be worn and is in the process of instituting a uniform program or replacing existing uniforms, including coveralls, the Employer and the Union are instructed to meet with suppliers, where possible, to determine the types of uniforms, including coveralls and materials available. The employees shall have

a choice by majority election of the material available to be used. The choice of the majority shall be binding on all employees.

Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

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

WORK PRESERVATION AGREEMENT FOR SIGNATORY EMPLOYERS

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among the undersigned employer party to the ~~2011~~2015-2019 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), and the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Employer agrees that it shall not permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. (a) Employer agrees that it will not engage in any scheme, transaction, restructuring or reorganization that per-



mits it or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein.

(b) Employer or Controlled Affiliate may acquire and operate an entity not currently covered by the NMATA that performs Carhaul Work subject to terms and conditions that are acceptable to TNATINC. The Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Employer and Union waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle. Neither party will bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, nor permit any Controlled Affiliate to bring any such legal action, nor voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. All grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA.

8. In the event Union submits a grievance involving Employer under the expedited arbitration procedure established in Article 33, Section 3, Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union or Employer. If, and to the extent that, the

MASTER

Employer or the Union fails or refuses to comply with this request for information, for any reason, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Employer or Union fails to comply with this provision for any reason, the Union or Employer may argue that the Board of Arbitration should draw an adverse inference against Employer or Union concerning the subject matter of the information that Employer or Union has failed to provide to Union or Employer within fifteen (15) days.

9. The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.



MASTER

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work.* The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate.* Any person or entity shall be deemed to be a "Controlled Affiliate" of Employer if Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by Employer, except as provided for in Article 35 of the NMATA.

By: _____

Its: _____

Dated: _____

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

ACTIVE TRUCK TRANSPORT, L.L.C. WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer parties to the ~~2011~~-2015-2019 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) Active Truck Transport, L.L.C. parent to Active USA, Inc. (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Parent, Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double-breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Parent and Employer agree that neither Parent nor Employer shall undertake to, or permit any Controlled Affiliate (including freight broker companies) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Parent and Employer agree that neither Parent nor Em-



ployer shall permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. (a) Parent and Employer agree that they will not engage in any scheme, transaction, restructuring or reorganization that permits Parent, Employer or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein.

(b) Parent or Employer may acquire and operate an entity not currently covered by the NMATA that performs Carhaul Work subject to terms and conditions that are acceptable to TNATINC. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. Parent agrees that all grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA

MASTER

and pursuant to the procedure described in Article 33, Section 3 of the NMATA. Parent hereby expressly agrees to voluntarily submit to and be fully bound by the expedited arbitration and information exchange procedures established in Article 33, Sections 3 and 4 of the NMATA in all respects as if every reference to the term "Employer" in those Sections also expressly refers to, includes and binds Parent. However, it is understood and agreed that Parent is not a signatory to the NMATA or any of its various supplements and is not, solely by virtue of this Agreement, single or joint employer with the signatory Employer(s).

8. In the event Union submits a grievance involving Parent and/or Employer under the expedited arbitration procedure established in Article 33, Section 3, Parent and Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Parent, or Employer. If, and to the extent that, the Parent, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Parent, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Parent, the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union, the Parent or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Parent, Employer or Union fails to comply with this provision for any reason, the Union, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Parent, Employer or Union concerning the subject matter of the information that Parent, Employer or Union has failed to provide to Union, Parent or Employer within fifteen (15) days.

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Parent or Employer (includ-





MASTER

ing partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Parent or Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work.* The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate.* Any person or entity shall be deemed to be a "Controlled Affiliate" of Parent and/or Employer if Parent or Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the

assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by either Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Parent:

ACTIVE TRUCK TRANSPORT, L.L.C.

By: _____

Its: _____

Dated: _____

For the Employer:

ACTIVE USA, INC.

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE
TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____



CASSENS CORPORATION WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer party to the ~~2011-2015-~~ 2019 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) the Employer's corporate parent Cassens Corporation (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Parent, Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double-breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Parent and Employer agree that neither Parent nor Employer shall undertake to, or permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Parent and Employer agree that neither Parent nor Employer shall permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. (a) Parent and Employer agree that they will not engage in any scheme, transaction, restructuring or reorganization that permits Parent, Employer or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein.

(b) Parent or Employer may acquire and operate an entity not currently covered by the NMATA that performs

MASTER

Carhaul Work subject to terms and conditions that are acceptable to TNATINC. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. Parent agrees that all grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA. Parent hereby expressly agrees to voluntarily submit to and be fully bound by the expedited arbitration and information exchange procedures established in Article 33, Sections 3 and 4 of the NMATA in all respects as if every reference to the term "Employer" in those Sections also expressly refers to, includes and binds Parent. However, it is understood and agreed that Parent is not a signatory to the NMATA or any of its various supplements and is not, solely by virtue of this Agreement, single or joint employer with the signatory Employer(s).

8. In the event Union submits a grievance involving Parent and/or Employer under the expedited arbitration procedure established in Article 33, Section 3, Parent and Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance

MASTER

within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Parent, or Employer. If, and to the extent that, the Parent, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Parent, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Parent, the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union, the Parent or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Parent, Employer or Union fails to comply with this provision for any reason, the Union, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Parent, Employer or Union concerning the subject matter of the information that Parent, Employer or Union has failed to provide to Union, Parent or Employer within fifteen (15) days.

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Parent or Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Parent or Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract

or transaction as herein described whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

(i) It is recognized that "Carhaul Work" under this Agreement includes the brokerage of vehicles tendered by an original equipment manufacturer ("OEM") not subject to a transportation contract between a signatory to the NMATA and the OEM. It is agreed, however, that it shall not be a violation of this Agreement or the NMATA for Employer or a Controlled Affiliate to engage in brokerage of such OEM vehicles to non-NMATA bargaining unit operations once such Carhaul Work has been offered and rejected by Employers with operational capacity that are signatories to the NMATA.

(ii) It is agreed that it shall not be a violation of this Agreement or the NMATA for Employer or a Controlled Affiliate to engage in used car transportation or brokerage of used car transportation after compliance with used car and/or filler load terms and conditions of the Supplemental or Local Rider Agreements.

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a "Controlled Affiliate" of Parent and/or Employer if Parent or Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power,



MASTER

right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. Employer agrees that an authorized representative of TNATINC (the "Auditor") will have the right to review on a quarterly basis Employer's records (subject to the Auditor executing a confidentiality agreement reasonably acceptable to Employer) to verify solely Employer's assignment of Carhaul Work in compliance with Paragraph 10(a) of this Agreement (the "Audit"). The Auditor shall provide Employer with notice in writing of his request to Audit the specified records. Such records shall be produced at a place and time mutually agreed upon. Employer, at its option and cost, may have its counsel or representative present during the disclosure of Employer records. The Audit will not include a review of any documents or information that may not be disclosed to a third party pursuant to confidentiality restrictions imposed by an OEM or other party. The cost of the Audit shall be borne by the Union. As a condition to conducting the Audit, the Auditor shall agree not to disclose any of the substance of the records it reviews to any party, provided, however, that the Auditor shall be permitted to inform the Union as to whether or not its review discloses that Employer is properly assigning Carhaul Work in compliance with Paragraph 10 (a) of this Agreement and the extent and nature of any non-compliance, if any. Records shall include detailed information about loads, such as source, origin location and date, destination location and date, carrier name, load number, units per load or load factors, and length of haul.

~~12.~~ The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

~~13.~~ This Work Preservation Agreement does not apply to Marysville Releasing, Inc., Auto Releasing, Inc. and Auto Terminals, Inc., whose operations are covered by separate collective bargaining agreements with Local Unions affiliated with the International Brotherhood of Teamsters.

~~14.~~ This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by either Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Parent:

CASSENS CORPORATION

By: _____

Its: _____

Dated: _____

For the Employer:

CASSENS TRANSPORT COMPANY

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE
TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

**JACK COOPER TRANSPORT COMPANY, INC.
WORK PRESERVATION AGREEMENT**

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by ~~and among~~ (1) the corporate parent of Employer (as hereinafter defined), Jack Cooper Holdings Corp. ("Parent"), (2) the undersigned Employers party to the ~~2011-2015-2019~~ National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements and more specifically identified as Jack Cooper Transport Company, Inc., Jack Cooper Logistics, LLC, Jack Cooper Specialized Transport, Inc., and their respective subsidiary companies (hereinafter collectively referred to as "Employer"), ~~(2) the Employer's corporate parent, Jack Cooper Holdings Corp. (hereinafter referred to as the "Parent"), which controls or maintains the right to control Employers Jack Cooper Transport Company, Inc. and Pacific Motor Trucking Company and other Controlled Affiliates,~~ and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").



MASTER

1. The Union, Parent and Employer enter into this ~~Work Preservation~~ Agreement for the purpose of protecting and preserving Carhaul Work (as hereinafter defined) for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Parent and Employer agrees that they ~~it~~ shall not undertake to, nor permit any Controlled Affiliate (as hereinafter defined ~~including freight broker companies~~) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Parent and Employer agrees that they ~~it~~ shall not permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein. ~~In addition to the obligations of the Agreement, Parent and Employer agrees that Vehicle Processing and Distribution, Inc. ("VPD"), a Controlled Affiliate of Parent and Employer, shall not perform Carhaul Work, except in accordance with the provisions of this Agreement and the NMATA.~~

4. (a) Parent and Employer agrees that they ~~it~~ will not engage in any scheme, transaction, restructuring or reorganization that permits them ~~it~~ or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein.

(b) Parent and/or Employer may acquire and operate an entity not currently covered by the NMATA that performs Carhaul Work ~~subject to terms and conditions that are acceptable to TNATINC. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent and/or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this ~~Work Preservation~~ Agreement. If the drivers (whether employees or owner-operators), yard workers, or mechanics (but not any other employees or persons) in the acquired bargaining unit (the "Target Workers") are non-union, then Parent and Employer shall adopt a position of neutrality in the event the Union seeks to represent the Target Workers (but not with respect to any other employees or persons) performing Carhaul Work in the acquired bargaining unit. Neither Parent and Em-~~

~~ployer not the Union will engage in any communications or other conduct that is a derogatory or demeaning nature about the other party or labor organizations or management generally. Parent and Employer will not engage in any communications or conduct that expresses opposition to unionization of the aforementioned bargaining unit Target Workers. Employer will recognize the Union as the exclusive bargaining representative of the aforementioned bargaining unit Target Workers only upon a showing that a majority of such Target Workers in an appropriate bargaining unit have expressed their desire to be represented by the Union. Demonstration of majority support within an appropriate bargaining unit shall be made by the presentation of authorization cards signed by each Target Worker requesting that the Union represent the drivers in collective bargaining. An agreed-upon mutual third party will be selected by the parties to review the authorization cards submitted by the Union, and the third party will compare the signed cards against the list of eligible Target Workers in the bargaining unit. If it is determined that the Union has achieved majority status following the Union authorization card check, then Parent and Employer will recognize the Union as the exclusive bargaining representative of the Target Workers in the bargaining unit.~~

(c) Upon request, Parent and Employer will meet promptly with the TNATINC to negotiate in good faith to reach a new collective bargaining agreement for the newly approved bargaining unit. In consideration for Parent's and Employer's position of neutrality and in connection with the negotiation of a collective bargaining agreement for the newly approved bargaining unit, the Union: (i) agrees that it shall not seek wages, benefits, or other terms and conditions of employment that are less favorable to Parent or Employer as compared to any other employer with a collective bargaining agreement with the Union covering Carhaul Work; and (ii) acknowledges that the collective bargaining agreement for the newly approved bargaining unit shall include terms for the utilization of equipment and traffic between the Parent, Employer and the newly recognized bargaining unit, provided that such terms shall not be less favorable than provided for in the NMATA and applicable to signatories of the NMATA.

5. Parent, Employer and Union waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle. Neither party will bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, nor permit any Controlled Affiliate to bring any such legal action, nor voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by

MASTER

a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double breasting practices consistent with governing law, and (b) the Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. All grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA.

8. In the event Union submits a grievance involving ~~Parent or~~ Employer under the expedited arbitration procedure established in Article 33, Section 3, ~~Parent, Employer and the~~ Union shall provide all information, documents or materials in accordance with the procedure set forth in Article 33, Section 4 of the NMATA, that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Parent or Employer. If, and to the extent that, the Parent, Employer or the Union fails or refuses to comply with this request for information, for any reason, the Parent, Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Parent, Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Parent or Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor Management Relations Act of 1947, as amended. If, and to the extent Parent, Employer or Union fails to comply with this provision for any reason, the Union, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Parent, Employer or Union concerning the subject matter of the information that Parent, Employer or Union has failed to provide to Union or Employer within fifteen (15) days.

9. ~~The Parent's and~~ Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. ~~The~~ Parent and Employer agree that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions

of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation, or spin-offs or any other method by which business is transferred.

~~In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Parent and Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.~~

~~The Parent and~~ Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease, or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

MASTER

(i) It is recognized that "Carhaul Work" under this Agreement includes the brokerage of vehicles tendered by an original equipment manufacturer ("OEM") not subject to a transportation contract between a signatory to the NMATA and the OEM. It is agreed, however, that it shall not be a violation of this Agreement or the NMATA for Employer or a Controlled Affiliate to engage in brokerage of such OEM vehicles to non-NMATA bargaining unit operations once such Carhaul Work has been offered and rejected by Employers with operational capacity that are signatories to the NMATA.

(ii) It is agreed that it shall not be a violation of this Agreement or the NMATA for Employer or a Controlled Affiliate to engage in used car transportation or brokerage of used car transportation after compliance with used car and/or filler load terms and conditions of the Supplemental or Local Rider Agreements.

b. *Controlled Affiliate.* Any person or entity shall be deemed to be a "Controlled Affiliate" of Parent and/or Employer if Parent or Employer, whether directly or indirectly, through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right, or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right, or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. Employer agrees that an authorized representative of TNATINC (the "Auditor") will have the right to review on a quarterly basis Employer's records (subject to the Auditor executing a confidentiality agreement reasonably acceptable to Employer) to verify solely Employer's assignment of Carhaul Work in compliance with Paragraph 10(a) of this Agreement (the "Audit"). The Auditor shall provide Employer with notice in writing of his request to Audit the specified records. Such records shall be produced at a place and time mutually agreed upon. Employer, at its option and cost, may have its counsel or representative present during the disclosure of Employer records. The Audit will not include a review of any documents or information that may not be disclosed to a third party pursuant to confidentiality restrictions imposed by an OEM or other party. The cost of the Audit shall be borne by the Union. As a condition to conducting the Audit, the Auditor shall agree not to disclose any of the substance of the records it reviews to any party, provided, however, that the Auditor shall be permitted to inform the Union as to whether or not its review discloses that Employer is properly assigning Carhaul Work in compliance with Paragraph 10 (a) of this Agreement and the extent and nature of any non-compliance, if any. Records shall include detailed information about loads, such as source, origin location and date, destination location and date, carrier name, load number, units per load or load factors, and length of haul.

~~12.41.~~ The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

~~13.42.~~ This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Parent:

JACK COOPER HOLDINGS CORP.

By: _____

Its: _____

Dated: _____

For the Employers:

JACK COOPER TRANSPORT CO., INC.

By: _____

Its: _____

Dated: _____

~~JACK COOPER LOGISTICS, LLC PACIFIC MOTOR TRUCKING COMPANY~~

By: _____

Its: _____

Dated: _____

JACK COOPER SPECIALIZED TRANSPORT, INC.

By: _____

Its: _____

Dated: _____



MASTER

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE
TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____



