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

covering

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

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

September 1, 2015June 1, 2022 through May 31, 2021August 31. 2025

This Supplemental Agreement is supplemental to and becomes a part of the National Master Automobile Transporters Agreement, hereinafter referred to as the "National Master Agreement" for the period commencing September 1, 2015 June 1, 2022, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

PART I—GENERAL

ARTICLE 36.

NO CHANGE

ARTICLE 37.

NO CHANGE

ARTICLE 38.

NO CHANGE

ARTICLE 39. ROAD CHECK CARS

NO CHANGE

ARTICLE 40. DISCHARGE OR SUSPENSION

UNIFORM RULES AND REGULATIONS AUTOMOBILE TRANSPORTERS CENTRAL AND SOUTHERN AREAS

Governing the Actions of Truckaway, Driveaway and Terminal Employees

Effective September 1, 2015

The following rules and regulations, and the penalties to be charged for violation of same, are placed in effect so that all employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

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

1. ACCIDENTS:

a. Major chargeable accidents after full investigation. To be considered a major chargeable accident damages must exceed \$5,000.00.

Subject to discharge.

b. Minor chargeable accidents after full investigation.

1st offense reprimand.

2nd offense 3-day

layoff.

3rd offense 1-week

layoff.

4th offense subject to discharge.

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

2. ATTENDANCE:

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

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

c. Excessive absenteeism where notice is given (after meeting with employee). 1st offense reprimand.

2nd offense 1-week layoff.

3rd offense subject to discharge.

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

1st offense reprimand.

2nd offense 1-week layoff.

3rd offense subject to discharge.

NOTE: For purposes of this Article "excessive" in Paragraph (c) and (d) is defined as missing all or a part of three work days in a rolling forty-five (45) calendar day period.

3. CONDUCT:

NO CHANGE

4. DAMAGES: *NO CHANGE*

5. DRIVING SCHEDULES:

NO CHANGE

6. EQUIPMENT:

NO CHANGE

7. REPORTS:

NO CHANGE

- 8. MISCELLANEOUS:
- a. Unauthorized carrying of passengers. Subject to discharge.
- b. Failure to meet all requirements of local, state, and federal laws.

Reprimands to layoffs and discharge in aggravated cases.

NOTE: With regard to CSA warning tickets the Employer shall not issue discipline without independent, objective evidence of violation.

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

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

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

1st offense reprimand. 2nd offense 1-week layoff. 3rd offense cancellation of lease agreement and discharge.

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

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

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

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

2nd offense reprimand.

3rd offense 3-day layoff.

4th offense 1-week layoff.

5th offense subject to discharge.

- g. Physical assault on Employer, customer or shippers' representatives or other employees while on duty or on company property. Subject to discharge.
- h. Penalty for three minor offenses in a sixty-day period (see Note 1).

3 minor - 3-day layoff.

4 minor - 1-week layoff

5 minor – subject to discharge.

9. GARNISHEE SUITS: **NO CHANGE**

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

NO CHANGE

ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 42. LODGING

Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from his home terminal provided bona fide receipt is given to Employer by employee. Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon. The Employer will provide a master list of its current designated lodging to all drivers. The Employer shall have a designated person(s) for receiving lodging complaints.

Truckaway Employers will provide drivers with a means of reserving and checking into their authorized motel rooms without the need to use their personal credit or debit cards. Incidental charges shall be the sole responsibility of the driver and the Company shall have the right to deduct from a

driver's pay incidental charges that are billed to the Company, provided notice is given to the employee at least one (1) pay period before the wage deduction is made. If any dispute is raised concerning an incidental charge, the deduction will not be made until the dispute is resolved. If the charge resulted from a false or unsubstantiated claim by the motel, the motel shall be removed from the authorized motel lists.

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

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

Cassens Transport and Jack Cooper Transport shall coordinate, to the greatest extent possible, their authorized motel lists so that the same motels appear on both lists.

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

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

ARTICLE 43. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

NO CHANGE

ARTICLE 44. REPORTING AND DISPATCH TIME

NO CHANGE

ARTICLE 45. INSPECTION OF VEHICLES

NO CHANGE

ARTICLE 46. RULES AND REGULATIONS

NO CHANGE

ARTICLE 47. ABSENCE

NO CHANGE

ARTICLE 48. UTILIZATION OF EQUIPMENT

NO CHANGE

Section 1.

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

(a) Where work is slow at a driver's home terminal. he/she can be required to deadhead to another terminal on a single trip basis. Such driver shall be dispatched with a load in the general direction of his/ her home terminal. If no such load exists the driver shall be required to pick a trip away from the direction of the home terminal provided that trip has been made available to the drivers at the dispatching terminal and further provided that any subsequent trip is in the direction of his home terminal. Such foreign driver shall be given a trip nearest or beyond his/her home terminal regardless of the local dispatch rules in that terminal. Such driver shall be processed through the dispatch in no more than thirty (30) minutes from registering in at such terminal. Failure on the part of any backhauling terminal to expedite will make such driver eligible to be paid all time spent at such terminal from the registering in time until he/she is dispatched. Such time is to be paid at the appropriate hourly rate in effect at the time of such delay.

In the event the terminal does not have or does not keep time records for these types of dispatches, then the driver's own records; i.e., logs and/or extra pay request forms will establish the time to be paid. The type of local dispatch; i.e., "seniority", "time" and/or "first in first out" may not interfere with expediting any otherwise eligible backhauling driver under this section.

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

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

- (b) Any driver voluntarily going into a foreign terminal to handle overflow traffic, will work out of that terminal at the bottom of the open board, as defined at that location, under the local dispatch rules governing such terminal for a period not to exceed twenty-one (21) days. Any such driver will be entitled to the daily guarantee under Article 60 and all motel expenses will be paid by the foreign terminal and will receive \$30.0035.00 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 the assignment, in both instances irrespective of the dispatch procedures in effect.
- (c) No company shall utilize any provisions of this Article in order to interfere with and/or circumvent other contractual requirements under Article 38 of this Agreement.
- (d) Employers who operate a central dispatch or similar system will maintain a procedure for documenting calls made by drivers regarding backhauls, and information regarding individual cases will be made available to the local union upon request. Where the Employer tape records such calls, the information will include logs of those tapes.
- (e) Foreign road drivers will not be dispatched under this Article 48 with any loads of less than thirty (30) miles to the first drop.
- (f) A driver on an Article 48, Section 1(b) work assignment who is required to take a 34-hour restart will be entitled to a daily guarantee during that period.

Section 2. NO CHANGE

Section 3.

- (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.

Prior to dispatch from the home terminal the Employer may designate up to twenty-five percent (25%) of the loads as either Category 1 or Category 2 as described below (neither of which will be considered "hot" or "must go") and a driver may be required, but not forced on either category of load after the first two (2) days of the driver's dispatch week, to:

(1) Pick one trip away from the direction of his home terminal, provided that such "away" trip has been made available to the domiciled drivers at the dispatching terminal. A driver who picks a trip under this provision shall be paid the full rate, or applicable zone rate whichever is greater on all legs where the trip consists of four or more legs. A driver will not be prohibited from pulling four or more trips in order to prevent him from taking advantage of this full rate opportunity.

<u>or</u>

(2) Pick a maximum of two turn trips from a single terminal, provided that each such trip has been made available to the domiciled drivers at the dispatching terminal, the first of which trips shall not exceed 250 miles to the last drop; and the second of which trips shall not exceed 150 miles to the final drop;

provided further that if the first of such dispatches is on a Thursday, only one such dispatch may be required on a trip not to exceed 150 miles to the final drop; and further provided that this subsection (2) may not be utilized on a Friday. All legs pulled under this provision shall be paid at the full rate, or applicable zone rate whichever is greater.

- (d) The forgoing will not preclude a driver from voluntarily picking trips away from the direction of his home terminal. Any driver who has pulled four or more legs on any trip under Section 3 shall be paid the full rate, or applicable zone rate whichever is greater on all legs.
- (e) The Employer shall give to the Local Union each month a list of loads given by that terminal to other locations and loads received by that terminal from other locations. Any Employer who fails to provide such reports for three (3) consecutive months will not be permitted to utilize the provisions of this Article until all such reports are provided.

Section 7. Voluntary Open Board

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

- (a) The parties acknowledge that the truckaway sector has become a more on-demand environment where product holds and sudden releases of new vehicles occur with greater frequency. In order for NMATA carriers to continue to serve OEMs on a national basis, an employer must on occasion deploy drivers and equipment on an as needed or "on-call" basis if they are to maintain market share and remain competitive. This may include hauling traffic from plants, railheads and VDCs that are not currently serviced by a union carrier. Towards that end, this section shall allow an Employer to establish a voluntary open board (VOB) at any location for drivers who will operate throughout the system on temporary work assignments consisting of tours of duty of up to three weeksone week at a time, during which tour of duty they will be routed and dispatched through the Company's central dispatch department.
- (b) Bidding for such boards will be voluntary and handled locally. Open board drivers will not be given any loads that have not already gone through the

regular dispatch system with the exception of his return trip(s) in the direction of his home domicile. If a location has a first in/first out dispatch system, all loads must have been posted and offered for a minimum of two (2) hours before becoming available to a VOB driver.

- (c) Such VOB boards will be limited in size at each location to a maximum of 10% of the location's active seniority list during any given week. Open board drivers will work in the Company's system for up to three weeksone week per tour of duty, and thereafter will be entitled to time off at their home terminal location for two (2) consecutive days per week for each week (or prorata share at the driver's discretion.) This does not prohibit a driver from voluntarily agreeing to stay out up to an additional week and receiving the equivalent time off upon return.
- (d) Regardless of the type of traffic being hauled, a VOB driver's tour of duty will be paid as follows: the first two trips will be paid on the basis of the longest trip at the full rate and the shorter at the frozen rate. Successive trips during the tour will be paid under the same methodology. If a driver's tour ends with a single trip not paired as above, the driver will be paid the full rate for that trip. Uncontested pay shortages will be handled in accordance with Article 55, Section 2.
- (e) During each tour of duty voluntary open board drivers will be dispatched in a manner to maximize their loaded miles, but will be limited to no more than two successive trips out of the same terminal location. Regardless of the type of dispatch system, any trips given to VOB drivers must have been made available to the domiciled drivers at the dispatching terminal per this section. Operational violations of the Voluntary Open Board will be subject to the penalty of suspension of utilization contained in Section 4.
- (f) An employer utilizing this section shall prepare monthly statements regarding VOB driver activity. Such reports shall identify the driver by his initials or employee number, the driver's Local Union number and terminal location, and percent of drivers that were utilized during the month at each affected terminal or location. Such information will be available to the Local Unions from TNATINC as requested. In addition, the employer shall report information on all VOB trips including the load number, origin and destination, and the date and time of dispatch departs the terminal or facility on a quarterly basis to Washington, TNATINC in DC. Additional information may be requested by TNATINC to fully evaluate the use of this section. Such information shall

be supplied within 30 days of the end of the reporting period unless requested earlier by TNATINC.

ARTICLE 49. JOINT COMMITTEE FOR UTILIZATION AND RETURN HAUL

NO CHANGE

ARTICLE 50. SAFETY AND/OR DAMAGE PREVENTION MEETINGS

NO CHANGE

ARTICLE 51. VACATIONS

Section 1.

An annual vacation of one (1) week with pay shall be granted to all employees who have been employed twelve (12) months and each year thereafter up to the third (3rd) year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up to the fifteenth (15th) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years and worked ten (10) months of the fifteenth (15th) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20th) year. A vacation of six (6) weeks with pay shall be granted to all employees who have been employed twenty-five (25) years and worked ten (10) months of the twenty-fifth year and for each year thereafter, but the effective date of this paragraph is September 1, 1973 for all employees having an anniversary date falling on September 1, 1973, or thereafter. These changes shall apply to all supplements to the NMATA.

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

(12) month period.

(b) Any employee who has quit, been discharged, or laid off before reaching his/her ten (10) months shall be entitled to the vacation pay earned on a pro rata basis provided he/she has worked his first (1st) full year. Employees who are laid off and are eligible for any vacation benefits under this Section, shall not receive their vacation pay until their vacation anniversary date.

Section 8.

In an effort to reduce absenteeism, employees will be allowed to take <u>two (2one (1)</u> weeks of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy eligibility requirements in addition to the following:

- 1. Employees must be eligible for <u>one (1</u>two (2) or more weeks of vacation.
- 2. Employee must give three (3seven (7) days written notice to his/her Employer. The Employer must respond in writing within twenty-four (24forty-eight (48) hours, excluding Saturdays, Sundays or holidays. Up to five (5) of such days, however, may be taken without prior notice
- 3. The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employee and be consistent with efficient operations.
- 4. Single vacation days may not be used the workday prior to or after a holiday unless mutually agreed to by the Employer and employee.
- 5. Full week vacations shall have preference over single day vacations.
- 6. Employee must notify his/her Employer in writing of his/her intent to use vacation one day at a time in June of 2017 and in March of each succeeding year.

The above language shall not supersede current local agreements.

ARTICLE 52. HOLIDAYS

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, <u>D</u>day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Martin Luther King, Jr. Day,

Memorial Day, and Good Friday. Effective June 1, 1980 employees will receive one (1) additional paid holiday in the form of a personal holiday. Personal holiday(s) can be taken with seventy-two (72) hours advance notice to the Employer subject to the guidelines issued by the National Negotiating Committee.

Section 1.

All employees, except probationary employees, who are available for work preceding or following an observed holiday shall be paid eight (8) hours (ten (10) hours for employees on a four (4) day ten

(10) hour workweek where the holiday occurs within the scheduled workweek) at the hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or for a period not exceeding six (6) months due to on-the-job injury, he is considered to be available for work.

If an employee (excluding road drivers) is required to work on any of these days, he shall receive his normal rate of pay for the time worked in addition to the eight (8) hours' (ten (10) hours for employees on a four (4) day ten (10) hour workweek where the holiday occurs within the scheduled workweek) holiday pay.

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

Drivers performing work on the holiday stated above shall be paid <u>for actual time spent workinga total of four (4) straight time hours</u>, in addition to holiday pay, except in <u>locations where local agreements currently provide more wages for working on holiday(s), then those agreements will applyno event shall the application of this provision provide more than a total of twelve (12) straight time hours of holiday pay.</u>

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

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

the holiday. Working on May 31st does not constitute working on a personal holiday.

ARTICLE 53. HEALTH AND WELFARE

MAINTENANCE OF BENEFITS

ARTICLE 54. PENSION

MAINTENANCE OF BENEFITS

ARTICLE 55.

Section 2. Pay Shortages

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

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

Employees' payday shall be no later than the ending of his last weekly, bi-weekly or bi-monthly pay period except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours a supplemental method of payment will be made.

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

committee after a request is filed by the Employer.

Section 4.

The drivers, garage and yard employees shall be paid weekly, however, the Employer may have a holdback of two (2one (1) weeks subject to approval of the appropriate Area Committee.

NOTE: These changes shall apply to all supplements to the NMATA.

ARTICLE 56.

NO CHANGE

ARTICLE 57. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015 June 1, 2022.

FOR THE UNION

LOCAL UNION NO, Brotherhood of Teamster		of	International
By	1)		
(51)	gned)		
Its_			
T)	itle)		

FOR THE COMPANY

	(Company)	
By		
J	(Signed)	
Its		
	(Title)	

PART II—TRUCKAWAY

ARTICLE 58.

Section 1. Loading Rate

The per unit loading pay shall be as follows:

RATE PER VEHICLE

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
6 Vehicles					
or less	\$4.21	\$4.26	\$4.31	\$4.37	\$4.45
7 Vehicles	\$4.39	\$4.44	\$4.49	\$4.55	\$4.63
8 Vehicles	\$4.88	\$4.94	\$5.00	\$5.0 7	\$5.16
9 Vehicles	\$5.39	\$5.45	\$5.52	\$5.60	\$5.70
10	\$5.81	\$5.88	\$5.95	\$6.03	\$6.14
Vehicles					
11	\$6.19	\$6.26	\$6.34	\$6.43	\$6.55
Vehicles					
12	\$6.61	\$6.69	\$6.77	\$6.86	\$6.98
Vehicles					
13	\$6.68	\$6.76	\$6.84	\$6.94	\$7.06
Vehicles					
14	\$6.74	\$6.82	\$6.90	\$7.00	\$7.13
Vehicles					

Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

Section 6.

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

It is assumed, for the purpose of this Section, that a driver will load his unit in such a manner that the closest deliveries will be made first without having to go through the trouble of unloading and reloading. We are only talking about those situations where a vehicle can only be loaded in certain positions on the trailer because of the type of trailer and the size of vehicle, etc., is intended to be covered. Even in such latter instances if an Employer instructs a driver to deliver to the farthest point first and back-track in order to make his other deliveries, the instructions must be followed and the driver will be paid for all mileage traveled until the complete load is delivered. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement. Where a driver is instructed to deliver to the closest point first and has to unload and reload a vehicle or vehicles in order to make a delivery, he shall be paid a premium of <u>sevenfive</u> dollars <u>and fifty cents (\$7.50)(\$5.00)</u> per vehicle for such additional work, each time he performs such work. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement.

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

ARTICLE 59.

Section 1. Paid-for Time

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

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

Equipment Shopping

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

When equipment is shopped for necessary repairs, after twenty-four (24) hours, the a driver must take spare equipment, if no roadworthy spare equipment is available the daily guarantee applies. If spare equipment is given to a driver, he must have the equipment back for the regular driver. (Local dispatch rules to cover the dispatching of spares) or, at the Employer's option, the driver shall be paid eight (8) hours' pay out of each twenty-four (24) hours until the driver with least seniority returns to the terminal with company equipment at which time he shall be allowed to bump the available company unit, regardless of type of unit. Sundays or holidays shall not be included in the twenty-four (24) hour period unless the shop is

working seven (7) days a week. In case of major repairs, a period of forty eight (48) hours shall be allowed for assignment of equipment or pay. The Employer shall notify the driver when his equipment is repaired and ready to load.

(c) The Employer will not dispatch an assigned piece of equipment which has been shopped for necessary repairs until such equipment has been repaired. Equipment needing minor repairs, including but not limited to windshield wipers, mud flaps, tire repair, loose mirror or any other repairs of a minor nature which can be repaired in a short period of time, shall receive priority and be repaired as soon as possible.

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

Section 3. Layovers, Breakdowns or Impassable Highways

Application of Preceding:

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

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

- (2) The second (2nd) breakdown period begins at the end of the eight (8) hour rest period necessary at the expiration of the driver's previous ten (10) hour driving period. The driver's eight (8) hour rest period begins at the expiration of his permissible ten (10) hour driving period.
- (b) Any delay time or breakdown time is to be included in the paycheck for the pay period within which it is reported or no later than the next pay period. Any Employer failing to comply with this Section shall pay a penalty of seven dollars and fifty cents (\$7.50) to each employee involved.

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

Any driver shall be paid an additional forty (\$40.00) dollars a day for meals for every twenty-four (24) hour period after he/she is broken down and staying in corporate lodging for four days or more. On the fourth (4th) day, meal pay shall be compensated back to day one.

Section 7. Split Deliveries

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

SPLIT DELIVERIES

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

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

SPLIT DELIVERIES IN LARGE CITIES

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st Skid	\$ 3.71	\$ 3.75	\$ 3.80	\$ 3.85	\$ 3.92
Drop					
2nd Skid	\$ 8.11	\$ 8.21	\$ 8.31	\$ 8.43	\$ 8.58
Drop					
3rd Skid	\$ 8.68	\$ 8.78	\$ 8.89	\$ 9.01	\$ 9.17
Drop					
4th Skid	\$ 9.31	\$ 9.42	\$ 9.53	\$ 9.66	\$ 9.83
Drop					
5th Skid	\$10.18	\$10.30	\$10.42	\$10.57	\$10.76
Drop					
6th Skid	\$10.99	\$11.12	\$11.25	\$11.41	\$11.62
Drop					
7th Skid	\$11.80	\$11.94	\$12.08	\$12.25	\$12.47
Drop					

8th Skid	\$12.64	\$12.79	\$12.94	\$13.12	\$13.26
Drop					
9th Skid					
Drop	\$13.46	\$13.62	\$13.78	\$13.97	\$14.22
and over					

In the delivery of split loads of farm tractors, drivers shall receive: 4/2/17 6/1/17 6/1/18 6/1/19 6/1/20 \$3.75 \$3.80 \$3.85 \$3.92 1st skid drop 2nd skid drop and each additional \$4.53 \$4.58 \$4.63 \$4.69 \$4.77 drop

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

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

Section 9. Deadheading

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

	4/2/17	6/1/17	6/1/18	6/1/19	$\frac{6/1/20}{}$
4 car	\$1.1415	\$1.15520	\$1.1690	\$1.18543	\$1.20677
loads per mile			6		
2 and/or 3 car loads under 12,500 lbs. per mile	\$1.1390) \$1.15267	\$1.16650	\$1.18283	\$1.20412

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

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

On June 1, <u>2023</u>2017, June 1, <u>2024</u>2018, June 1, <u>2019</u> and June 1, <u>2025</u>2020, the National Negotiating Committee will allocate the amounts due under

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

ARTICLE 60. DAILY GUARANTEE

NO CHANGE

ARTICLE 61.

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:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 through 150 miles:					
per loaded	01 10046	#1 21204	\$1.2273	Φ1 2445 5	Φ1 2 (() 7
mile	\$1.19846	\$1.21284	9	\$1.24457	\$1.26697
151 miles:					
flat rate per load	¢191.40	¢192.57	¢105 70	¢199 39	\$101.77
152 miles	\$101.10	\$103.37	\$103.70	\$100.30	\$171.//
and beyond:					
per loaded			\$1.2222		
mile	\$1.19340	\$1.20772	1	\$1.23932	\$1.26163

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
throug h 150 miles: per loaded mile	\$1.0077	\$1.0197	\$1.0320 2	\$1.0464 °	\$1.0653
Over 150 miles:	0	9	3	8	2
loaded mile	\$1.0026 4	\$1.0146 7	\$1.0268 5	\$1.0412 3	\$1.0599 7

Section 3. 2 and/or 3-Car Rates

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1					
throug					
h 150	\$1.1934	\$1.2077	\$1.2222	\$1.2393	\$1.2616
miles:	0	2	1	2	3

per loaded miles 151 miles: flat rate per					
load 152 miles and beyond : per	\$180.63	\$182.80	\$184.99	\$1.87.58	\$190.95
loaded mile	\$1.1883 4	\$1.2026 0	\$1.2170 3	\$1.2340 7	\$1.2562 8

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1 throug h 150 miles: per loaded mile	\$1.0026 4	\$1.014 6 7	\$1.0268 5	\$1.0412 3	\$1.0599 7
Over 150 miles: per loaded mile	\$0.9975 8	\$1.0095 5	\$1.0216 6	\$1.0359 6	\$1.0546 1

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 (3ϕ) per mile in addition to the regular rate established for four (4) car equipment.

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1					
throug					
h 150					
miles:					
per					
loaded	\$1.2288	\$1.2435	\$1.2584	\$1.2761	\$1.2990
mile	2	7	9	1	8
151					
miles:					
flat					
rate per	#10C01	#100 2 4	#100 5 0	A102.15	010665
load	\$186.01	\$188.24	\$190.50	\$193.17	\$196.65
152 miles					
	¢1 2227	\$1,2384	\$1,2533	\$1.2708	¢1 2027
and	\$1.2237	\$1.2384 5	⊕1.∠>>> 1	*	\$1.2937
beyond	6)	+	6	4

: per loaded mile

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
throug h 150 miles: per loaded mile Over 150 miles:	\$1.0380 6	\$1.0505 2	\$1.0631 3	\$1.0780 1	\$1.0974 1
per loaded mile	\$1.0330 0	\$1.0454 0	\$1.0579 4	\$1.0727 5	\$1.0920 6

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

Section 7.

NO CHANGE

Section 8. Double Trailer Rate

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

	4/2/17	6/1/17	6/1/18	6/1/1 9	6/1/ 20
Per runni ng mile	65.719¢	66.508 ∳	67.306 ¢	68.2 48¢	69.4 76¢

Section 10. Flat Rates

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

4/2/17-1.2%	6/1/17-1.2%	6/1/18-1.2%
	6/1/19 1.4%	6/1/20 1.8%
Effective 6/1/22	9%	
Effective 6/1/23	<u>5%</u>	
Effective 6/1/24	4%	

(b) Local Riders containing driving zone rates, flat rates and/or spot rates where a differential for the sixth (6th) and seventh (7th) car has been provided for shall not receive the additional one dollar (\$1.00) per

car provided herein. Increases for shuttle runs and incentive rates will be worked out on a local basis.

Section 11. Hourly Rates

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

April 2, 2017	\$24.33 per
hour_	•
June 1, 2017	\$24.63 per
hour	-
June 1, 2018	\$24.93 per
hour	•
June 1, 2019	\$25.28 per
hour	-
June 1, 2020	\$25.73 per hour
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

Section 13. Rail Diversion (Article 22)

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

	4/2/17	6/1/17	6/1/18	6/1/ 19	6/1 /20
Full rate/Half rate Agreements :	Full/50%	of the rates u	inder Article	61, Section)n 4
Running Mile Agreem ents:	62.856 ¢	64.742 \$	66.684 ∉	68.6 85¢	70. 74 6¢

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

Section 14.

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

Section 15. Mileage Determination

NO CHANGE

Section 16. Broken-Down or Wrecked Equipment

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

April 2, 2017	_	\$67.12
June 1, 2017	_	\$67.93
June 1, 2018	_	\$68.75
June 1, 2019	_	\$69.71
June 1, 2020		\$70.96
Effective 6/1/22	9%	
Effective 6/1/23	5%	
Effective 6/1/24	4%	

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

April 2, 2017	\$1.12003 per mile
June 1, 2017	\$1.13347 per mile
June 1, 2018	\$1.14707 per mile
June 1, 2019	\$1.16313 per mile
June 1, 2020	\$1.18407 per mile
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

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

Section 22.

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

On June 1, <u>2023</u>2017, June 1, <u>2024</u>2018, June 1, 2019 and June 1, <u>2025</u>2020 the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st

of each year.

ARTICLE 62.

NO CHANGE

ARTICLE 63. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015June 1, 2022.

FOR THE UNION

LOCAL UNION NO___, affiliate of International Brotherhood of Teamsters.

By		
	(Signed)	
	,	
Its		
113	(Title)	

FOR THE COMPANY

(Company)	
(Signed)	_
(Title)	

PART III—LOCAL

ARTICLE 64. REDUCTION OF BOARD

NO CHANGE

ARTICLE 65. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Section 1.

(a) Eight (8) consecutive hours (exclusive of one-half (1/2) hour lunch period) shall constitute a standard workday. The lunch hour shall be taken in the middle of the shift, between the third (3rd) and sixth (6th) hour on duty.

Forty (40) hours shall be the standard workweek to be worked in five (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. No employee shall be required to work a seventh (7th) day in his/her scheduled workweek and he/she shall not be subject to discharge or discipline if he/she refuses to work a seventh (7th) consecutive day in his/her scheduled workweek.

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

No employee shall be required to work more than ten (10) hours in any one (1) shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God, and/or unusually heavy releases by the shipper. Employees shall be required to work whatever hours the release gate is open. Claims of abuse of these provisions are to be referred to the Standing Committee established under Article 58, Section 12.

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

- (c) When one (1) or two (2) of the holidays designated herein occurs during an employee's scheduled workweek, the employee shall be paid time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of thirty-two (32) hours or twenty-four (24) hours, respectively.
- (d) Overtime and/or premium pay shall not be pyramided under this Agreement.

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

Day Off

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

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

Section 2.

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

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

- (b) Outside casual employees shall receive a minimum of four (4) hours' pay when put to work; provided, however, that if such employees work in excess of four (4) hours, then in such case the employees shall receive minimum of eight (8) hours' pay. Such casual employees can only be used when regular employees are working in their respective shifts. Qualified casual employees who are on duty shall be required to work overtime before any regular employee is forced.
 - (c) Road employees working extra pulling out cars

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

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

Where a driver has not logged eight (8) hours in one (1) tour of duty and he is utilized in the yard, he will be paid time and one-half (1 1/2) after eight (8) hours.

This does not affect daily guarantee regarding road drivers.

- (d) (1) The above guarantees shall not apply in case of strikes, work stoppages (including the closing of release gate), or Acts of God.
- (2) Where employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, he shall be paid a minimum of six (6) hours' pay.
- (e) Employees must be available for full employment to receive guarantees.
- (f) Any regular hourly rated employee called to work before his regular starting time as set forth in the appropriate Local Riders shall be paid for his regular shift, and in addition shall receive the applicable overtime pay for work performed before his regular starting time. In no event shall an employee's starting time be changed in order to avoid payment of overtime. There shall be no pyramiding of premium pay for the purpose of overtime, and employee shall be required to work his regular shift in addition to being called in early.
- (g) The Employer will not use extra or casual employees for the purpose of depriving a regular employee of overtime.
- (h) The Employer may utilize any qualified employee on any working board (except office) to supplement the work force in classifications of work in the yard agreement where the need arises from daily absenteeism and/or daily emergency situation even though there may be employees on layoff. Road drivers may be utilized on a voluntary basis.

ARTICLE 66. HOURLY RATES AND CLASSIFICATIONS

Section	1.	

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

		4 /2/ 17	6/1/ 17	6/1/ 18	6/1/ 19	6/1/ 20
(a)	Lea d driv ers, lead yar d emp loye es, che cker s and rele asse emp loye es	\$24. 30	\$24. 60	\$24. 90	\$25. 25	\$24. 70
(b)	Pull -out driv ers and yar d help	\$24. 20	\$24. 50	\$24. 80	\$25. 15	\$25. 60
(c)	Mo unti ng and hoo kup emp loye es	\$24. 30	\$24. 60	\$24. 90	\$25. 25	\$25. 70

- (d) The five (5)-car trailer city delivery rate shall be fifteen cents (15¢) per hour above the four (4)-car rate.
- (e) It is mutually agreed that the Employer and the Union will have the right to work out an incentive plan for any classification of work, subject to appropriate Area Committee approval.

Section 2. Hourly Rate Increases

All employees shall receive the following hourly rate increases effective:

April 2, 2017 30¢ per hour

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

Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

On June 1, 20172023, June 1, 20242018, June 1, 2019 and June 1, 20252020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 3. Shift Differential

A shift differential of <u>twenty-five</u> cents ($\underline{2}5\phi$) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M.

These changes shall apply to all supplements to the NMATA.

Section 4.

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

4/2/17 1.2%	6/1/17 1.2%	6/1/18	1.2%
	6/1/19 1.4%	6/1/20	1.8%
Effective 6/1/2	9%		
Effective 6/1/2	3 5%		
Effective 6/1/2	4 4%		

On June 1, 20172023, June 1, 20242018, June 1, 2019 and June 1, 20252020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

ARTICLE 67.

NO CHANGE

ARTICLE 68.

Section 1. Pay Period and Deductions

All employees shall be paid weekly; however, the Employer may have a hold back of two (2one (1) weeks subject to approval of the appropriate Area Committee.

Employees' payday shall be no later than the ending of their last weekly, bi-weekly or bi-monthly pay period, except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours a supplemental method of payment will be made.

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

ARTICLE 69.

NO CHANGE

ARTICLE 70. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015 June 1, 2022.

FOR THE UNION

LOCAL UNION NO___, affiliate of International Brotherhood of Teamsters.

By		
•	(Signed)	
Its		
	(Title)	

FOR THE COMPANY

(Company)

By_______(Signed)

ts______(Title)

PART IV—GARAGE

ARTICLE 71.

NO CHANGE

ARTICLE 72.

Section 7. Day Off

- (a) The subject matter of a day off in a calendar week for hourly employees shall be a proper subject matter for Local Rider negotiations. If parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.
- (b) If an employee wants time off work on Saturday, Sunday or a holiday (or scheduled days' off), the employee must submit a seventy-two (72)-hour notice to the Employer, in writing, for such time off. The Employer will permit up to-fifteen percent (15%) of the working board to be off and the system of applying the fifteen percent (15%) is to be handled locally. **Percentages of one-half and over shall be rounded up to the next whole number.**

ARTICLE 73.

Section 1. Wage Scale

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

Effective	4/2/17	6/1/1	6/1/	6/1/1	6/1/20
Classification		7	18	9	
Lead person		(5	See No	ote 1)	
Welder,	\$24.63	\$25.0	\$25.	\$25.8	\$26.33
Layout		3	43	3	
person,					
Diesel					
Mechanics,					
Automotive-					
Electricians					
Combination					
Welder					
Mechanic					
Journeyman	\$24.53	\$24.9	\$25.	\$25.7	\$26.23
Mechanics		3	33	3	
Painter and/or	\$24.43	\$24.8	\$25.	\$25.6	\$26.13
Sandblaster		3	23	3	

Effective Classification	4/2/17	6/1/1 7	6/1/ 18	6/1/1 9	6/1/20
Advanced Apprentice Mechanics	\$24.33	\$24.7 3	\$25. 13	\$25.5 3	\$26.03
(See Note 2)					
Head-	\$24.40	\$24.8	\$25.	\$25.6	\$26.10
Stockman		0	20	0	
Stockroom-	\$24.13	\$24.5	\$24.	\$25.3	\$25.83
Clerks		3	93	3	
Helper (See	\$24.30	\$24.7	\$25.	\$25.5	\$26.00
Note 3)		0	10	0	
Washers-	\$23.64	\$24.0	\$24.	\$24.8	\$25.34
and Porters		4	44	4	
New Hires					

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

Effective 6/1/22	\$4.00
Effective 6/1/23	5%
Effective 6/1/24	4%

On June 1, 20172023, June 1, 20242018, June 1, 2019 and June 1, 20252020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Pay for diesel mechanics shall be increased by \$4.00 per hour effective 6/1/22. The negotiated contractual increases will apply to that new base rate each year thereafter.

An extra \$0.20 per hour above a mechanic's regular rate of pay shall be paid for each ASE certification obtained and maintained; and an additional \$0.20 per hour shall be paid for a welder certification.

Any additional pay for advanced certifications required by the Company shall be subject to local agreement.

Note 1: Lead person shall be paid an additional thirty-five cents (35¢one dollar (\$1.00)) per hour over and above his classification rate of pay.

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

reached.

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

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

Section 2. Shift Differential

A shift differential of five cents (5¢) five percent (5%) per hour above the employee's established rate of pay shall be paid to all employees diesel mechanics whose regularly scheduled starting time is 6:00 p.m.11:00 a.m. or between 6:00 p.m.11:00 a.m. and 4:006:00 a.m. A two percent (2%) shift differential shall be paid for shifts starting between 11:00 a.m. and 6:00 p.m.

Section 5. Coveralls and Eyewear

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. <u>If an employee needs</u> prescription safety glasses, the company will reimburse him/her up to \$100 per year for those glasses upon presentation of receipt.

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

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

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

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

Section 7.

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

Section 8.

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum liability shall not exceed <u>fifteentwenty</u> thousand dollars (\$1520,000.00). The mechanic must submit a signed, written and dated inventory to management in order to qualify for this insurance coverage, subject to Employer verification.

Section 11. Tool Allowance

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

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

Effective April 2, 2017 additional 1.2% increase

Effective June 1, 2017 additional 1.2% increase

Effective June 1, 2018 additional 1.2% increase

Effective June 1, 2019 additional 1.4% increase

Effective June 1, 2020 additional 1.8% increase

Effective 12/1/22 and each year thereafter the Employer will provide a tool allowance of one thousand dollars (\$1,000.00) to diesel mechanics. This provision supersedes all Local Rider Agreements; except Local Rider Agreements which provide a higher tool allowance, in which case mechanics currently receiving such higher amount shall be red-circled.

The tool allowance is to be paid in the first pay period of December each year.

ARTICLE 74.

NO CHANGE

ARTICLE 75.

Section 1. Pay Period and Deductions

All employees shall be paid weekly; however, the Employer may have a hold back of two (2one (1)) weeks subject to approval of the appropriate Area Committee. Casual employees shall be paid not later than twenty-four (24) hours after the end of their working period.

Employees' payday shall not be later than the ending of their last weekly pay period, except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours, a supplemental method of payment will be made.

ARTICLE 76.

NO CHANGE

ARTICLE 77. VACATIONS

NO CHANGE

ARTICLE 78. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015 June 1, 2022.

FOR THE UNION

LOCAL UNION NO___, affiliate of International Brotherhood of Teamsters.

By		
	(Signed)	
	(2)	
Its		
	(Title)	

FOR THE COMPANY

	(Company)	
By		
- J	(Signed)	

Its____

(Title)

PART V—DRIVEAWAY

ARTICLE 79. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 80. STEWARDS

NO CHANGE

ARTICLE 81. SENIORITY

NO CHANGE

ARTICLE 82. REPORTING AND DISPATCH TIME

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

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

B. (1) Non-Vaccinated Driver(s) – Home Terminal Drivers who are not "vaccinated" in accordance with Canadian vaccination laws or ordinances will be able to pick in seniority order at their home terminal, unless the non-vaccinated driver(s) will displace vaccinated driver(s) at dispatch based on seniority and their inability to enter Canada. Non-vaccinated driver(s) who force senior drivers on a Canadian load will only be able to take a 600-mile trip or less. If no trip exists under 600 miles, driver(s) will not be dispatched. This subsection will be null and void if driver(s) who are not vaccinated are allowed to enter Canada.

B. (2) Non-Vaccinated Driver(s) – Backhaul <u>Terminal</u>

Drivers who are not "vaccinated" in accordance with Canadian vaccination laws or ordinances will be able to pick in seniority order at a backhaul terminal, unless the non-vaccinated driver(s) will displace vaccinated driver(s) at dispatch based on seniority and their inability to enter Canada. Non-vaccinated driver(s) who force senior drivers on a Canadian load. At that point, the non-vaccinated driver would be sent home. This subsection will be null and void if driver(s) who are not vaccinated are allowed to enter Canada.

ARTICLE 83. VACATIONS

Section 1.

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have worked twelve (12) months for the first (1st) year and each year thereafter up to the (3rd) third year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up to the fifteenth (15th) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years and worked ten (10) months of the fifteenth (15th) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20th) year. A vacation of six (6) weeks with pay shall be granted to all employees who have been employed twenty-five (25) years and worker ten (10) months of the twenty-fifth year and for each year thereafter.

- (b) Employees will be allowed to take two (2) weeks of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:
- (1) Employees must be eligible for one (1) or more weeks vacation.
- (2) Employee must give seven (7) <u>three (3)</u> days written notice to his/ her Employer. The Employer must respond in writing within forty-eight (48) <u>twenty-four (24)</u> hours, excluding Saturdays, Sundays or holidays. <u>Up to five (5) such days</u>, however, may be taken without prior notice.

- (3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.
- (4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.
- (5) An employee will be allowed to use only two (2) weeks of vacation one day at a time during the vacation year.
- (6) Employee must notify his/her Employer (Article 83, Section 3) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.
- (7) The Local Union and Employer will use this section unless mutually agreed otherwise.
- (8) Notwithstanding the provisions of Section 3(a) above, when the employee takes the first segment of such segmented vacation, he/she will be paid for a full week's vacation in the payroll period prior to the employee's first scheduled segment. The remaining segments shall be taken without pay.
- (c) To qualify for the first (1st) vacation, the employee must be employed for twelve (12) months and be on the active seniority list at the end of the first (1st) twelve month period. If the employee is not on the active seniority list at the end of the first (1st) twelve month period, the employee shall be eligible to receive the first vacation when the employee returns to the active seniority board; to qualify for each vacation period thereafter, it is sufficient if the employee works ten (10) months out of the twelve (12)-month period, but in no event can the employee earn more than one (1) vacation in each twelve (12)-month period.
- (d) Any employees who have quit, been discharged, or laid off before they have worked ten (10) months shall be entitled to the vacation pay earned on a pro rata basis provided they have worked the first (1st) full year. Employees who are laid off and are eligible for any vacation benefits under this Section shall not receive their vacation pay until their vacation anniversary date.

ARTICLE 84. HOLIDAYS

Section 1.

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, day following

Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Good Friday, Martin Luther King, Jr. Day, and a personal day. Personal holiday(s) can be taken with seventy-two (72) hours advance notice to the Employer subject to the guidelines issued by the National Negotiating Committee.

ARTICLE 85. PAY CONDITIONS

Section 4.

The drivers and garage and yard employees shall be paid weekly, unless mutually agreed otherwise. However, the Employer may have a holdback of two-(2) one (1) week subject to approval of the appropriate Area Joint Arbitration Committee.

ARTICLE 86. SPECIAL DRIVERS

NO CHANGE

ARTICLE 87. RETURN TRANSPORTATION

Section 2.

- (a) Drivers shall be reimbursed for rail or bus fare whichever is higher, no receipt necessary, on all trips up to three hundred (300) miles. Any change in such rates shall be reflected in the fare paid to the driver.
- (b) Coach plane fare shall be allowed on trips over three hundred (300) miles from the home terminal or next pickup point based on Household Goods point-to-point mileage. A Local Union and an Employer, by mutual agreement, can work out a mileage allowance in lieu of coach plane fare. When a mileage allowance is worked out in lieu of actual coach plane fare in a Local Rider, no receipt will be necessary; however, in absence of such an agreement, a receipt will be necessary before a driver will be reimbursed. Existing Local Rider conditions shall not be affected by provisions of this paragraph. **Drivers will be given** the backhaul rate when driving a rental car.
- (c) The Employer may require that drivers use the least expensive airfare available as long as drivers are not denied work opportunity and are not unreasonably delayed as the result of having been compelled to accept the least expensive airfare.
- (d) (1) After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is scheduled to

arrive the earliest at the return destination, or choose a different flight and compensate the driver at the appropriate hourly rate for all time in excess of one (1) hour the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight chosen by the Employer.

The Employer will pay a penalty of six (6) hours for any return flight with more than one stop after eight (8) hours or more and three (3) hours of penalty pay less than eight (8) hours.

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

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

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

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

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

Section 3. Driver's Return Option – Home Domicile

The following will apply to all trips out of a driver's home domicile (Pool and Intra-Area) for the purpose of getting a driver back to his/her home domicile:

- (a) A driver who starts his/her 7-day work week from his/her home terminal can elect to return to his/her home domicile after driving at least 2,200 miles within that 7-day week. If a driver is within 300 miles of a backhaul location at his/her last delivery, driver may be required to take a backhaul.
- (b) A driver who starts his/her their 7-day work week from his/her home terminal and who is in a backhaul situation during that work week can elect to return to his/her home domicile after delivering 8 units or more within that 7-day week.
- (c) A driver who starts his/her 7-day work week from his/her home terminal and takes multiple trips out of his/her home domicile during that work week can elect to return to his/her home domicile after logging at least 63 hours of compensated time during that 7-day week.

Nothing herein shall preclude a driver from staying out on the road in the dispatch system delivering units. When a driver has taken dispatch from his/her home terminal/domicile and any of the events described subparagraphs (a), (b) or (c) has been met, the affected driver shall have an unrestricted right to return to his/her domicile and the Company shall be responsible for ensuring his/her return without delay. Drivers shall be afforded 2 days off in their seven-day work period but shall not have the right to take four consecutive days off in that period. Notwithstanding the foregoing, however, drivers utilizing subparagraph (b), above, and the trips covered therein fall under the Pool Agreement will still be eligible for the three days off provided for under the Pool Agreement.

ARTICLE 88. PAID-FOR TIME

NO CHANGE

ARTICLE 89. ACCESSORIAL CHARGES

Section 1.

The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023, and 4% on June 1, 20242.0% on April 2, 2017, 2.0% on June 1, 2017,

2.0% on June 1, 2018, 2.0% on June 1, 2019 and 2.0% on June 1, 2020.

Section 2. Governors, Baffle Plates

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

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

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

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

Section 3. Brakes-Lights

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

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

Section 4. Towbars, Hook or Unhook

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

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

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

4/2/17		\$9.66
6/1/17		\$9.85
6/1/18	_	\$10.05
6/1/19		\$10.25

6/1/20 — \$10.46

Section 5. Saddle or Bolster Mount

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

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

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

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

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

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

Section 6. Full Mounts

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

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

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

Section 7. Drive Shafts

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

4/2/17		\$3.32
6/1/17		\$3.39

6/1/18	 \$3.46
6/1/19	 \$3.53
6/1/20	 \$3.60

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

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

Section 8. Batteries

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

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

Section 9. Axle Shafts

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

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

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

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

Section 10. Tandems

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

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

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

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

Section 11. Split Deliveries

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

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

Section 12. Dismounting Wheels

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

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

Section 13. Installation of Mud Flaps

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

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

Section 16.

Driver will be paid an additional two (2) hours when using a manual hoist in temperatures at 100 degrees or more.

ARTICLE 90. DAILY GUARANTEE

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

The subject matter of time off on a weekend for drivers shall be proper subject matter for Local Rider negotiations. Up to Ffifteen percent (15%) of the drivers working should be afforded the weekend off subject to proper notice and existing conditions. Percentages of .5 or more shall be rounded up. If the parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.

ARTICLE 91. MILEAGE RATE

Section 1.

(a) Mileage rates (including "new business" and frozen) in effect to September 1, 2015 June 1, 2022, shall be increased as follows:

Effective 4/2/17 2.0% Effective 6/1/17 2.0% Effective 6/1/18 2.0% Effective 6/1/19 2.0% Effective 6/1/20 2.0% Effective 6/1/22 12% Effective 6/1/23 4% Effective 6/1/24 4%

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

Section 13. Hourly Rates

(a) Hourly rates in effect for driveaway drivers as of 9/1/15June 1, 2022 shall be increased as follows:

Effective 4/2/17	2.0%
Effective 6/1/17	2.0%
Effective 6/1/18	2.0%
Effective 6/1/19	2.0%
Effective 6/1/20	2.0%

Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	4%

The minimum hourly rates for driveaway drivers effective April 2, 2017 shall be \$18.52 per hour and shall receive negotiated wage increases.

ARTICLE 92. COST OF OPERATION

Section 5. Safety Incentive Program

(a) Commencing January 1, 2017, a terminal-based incentive program shall be introduced each year based upon workers' compensation expenses from the prior year. To be eligible for the incentive payment, the employees must be on the active seniority list for the applicable year for which improvements are being compared. If workers' compensation costs fall below 5%7.75% of terminal payroll expense for the prior year, all eligible employees will be given \$100.00 for each full month worked to a maximum incentive payment of \$1,200 payable by August 1st of the subsequent year. If workers' compensation costs fall between 5%7.75% and 8%9.75%, the incentive payment amount shall be \$50.00 for each full month worked to a maximum incentive payment of \$600 per eligible employee payable by August 1st of the subsequent year. In the event this incentive program becomes subject to Article 16 of the National Agreement, the parties agree to enter into negotiations for an alternative program.

(b) The Union shall have access to all relevant financial and operational information to verify the Employer's application of the Program. Under no circumstances will the parties review or discuss any individual employee workers' compensation case as part of this Program. The information reviewed by the parties will be annual aggregate financial and operational information on a terminal-by-terminal basis to determine compliance with the eligibility and payment of an incentive payment. Employer shall not apply the conditions of this Program, nor shall the Program be given any construction, in any manner that may discourage any employee from exercising his or her full legal and/or contractual rights, including rights under Article 30, Section 2 of the National

Agreement.

ARTICLE 93. FLAT RATES

The flat rates in effect <u>June 1, 2022</u>9/1/15 shall be increased as follows:

4/1/17		2.0%
6/1/17	_	2.0%
6/1/18	_	2.0%
6/1/19		2.0%
6/1/20	_	2.0%

Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	4%

ARTICLE 94. DRIVER UTILIZATION

NO CHANGE

ARTICLE 95. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Section 1.

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

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

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

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

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

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

- (e) This Section shall not be construed as a guaranteed workweek.
- (f) Starting with the eighteenth (18th) hour after breakdown, the driver shall be allowed a meal and additional meals every fourth (4th) hour thereafter, not to exceed three (3) meals in a twenty-four (24) hour period. Maximum meal allowance shall be thirty-five dollars (\$35.00) per day. Receipts for reimbursement shall be furnished to the Employer.

Day Off

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

If an employee wants time off work on Saturday, Sunday or a holiday (or scheduled off days), the employee must submit a seventy-two (72)-hour notice to the Employer, in writing, for such time off. The Employer will permit up to fifteen percent (15%) of the working board to be off and the system of applying the fifteen percent (15%) is to be handled locally. Percentages of .5 and greater shall be rounded up.

Section 3.

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

Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day, Good Friday, Martin Luther King, Jr. Day and a

personal holiday.

Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 84. Premium pay for Sunday is contingent upon the employee having no uncompensated days off during his regularly-scheduled workweek. If, however, the employee loses work during the workweek through no fault of his own, he will not be deprived of double time pay for work performed on Sunday.

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

Section 5.

Drivers forced out on a run will be paid the applicable daily guarantee when utilizing the 34-hour restart.

ARTICLE 96. HOURLY RATES AND CLASSIFICATIONS

Section 1.

The scale of hourly wages for the following classifications of local work shall be set forth in Local Riders and shall be increased as follows:

(a) Lead drivers, lead yard employees, checkers and release employees. <u>Due to the safety hazards that</u> the lead yard/shop employee endure, there shall be a one (1) dollar (\$1.00) lead pay above the normal rate.

Effective April 2, 2017 2.0%
Effective June 1, 2017 2.0%
Effective June 1, 2018 2.0%
Effective June 1, 2019 2.0%
Effective June 1, 2020 2.0%
Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%

(b) Pull-out drivers and yard help.

Effective April 2, 2017 2.0% Effective June 1, 2017 2.0% Effective June 1, 2018 2.0%

E 00 . T 1 0010	• • • • •
Effective June 1, 2019	2.0%
Effective June 1, 2020	2.0%
· · · · · · · · · · · · · · · · · · ·	
Effective 6/1/22	<u>12%</u>
Effective 6/1/23	4%
Effective 6/1/24	4%

(c) Mounting and hookup emp	loyees.
Effective April 2, 2017	2.0%
Effective June 1, 2017	2.0%
Effective June 1, 2018	2.0%
Effective June 1, 2019	2.0%
Effective June 1, 2020	2.0%
Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	4%

Effective June 1, 2023, June 1, 2024, and June 1, 2025 June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the above rates shall be adjusted in accordance with Article 23 of the National Master Agreement.

- (d) It is mutually agreed that the Employer and the Union will have the right to work out an incentive plan for any classification of work, subject to appropriate Area Committee approval.
- (e) Inclusion of a job classification herein does not require the Employer to fill all such classifications.

Section 2. Shift Differential

A shift differential of <u>twenty-five</u> cents ($\underline{2}5\phi$) per hour above the employee's established rate of pay shall be paid <u>per hour</u> to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M., however, existing Local Riders which reflect a different differential shall prevail.

Section 4.

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots). There shall be a one hundred dollars (\$100.00) boot allowance every six (6) months.

ARTICLE 97. UTILIZATION OF EMPLOYEES

NO CHANGE

ARTICLE 98. BACKHAULS

ARTICLE 101. RECOGNITION

Section 3.

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

ARTICLE 99. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015June 1, 2022.

FOR THE UNION

LOCAL UNION NO__, affiliate of International Brotherhood of Teamsters.

By		
	(Signed)	
	(2)	
Its		
	(Title)	

FOR THE COMPANY

(Company)

By______(Signed)

Its______(Title)

PART VI—MICHIGAN OFFICE WORKERS

ARTICLE 100.

NO CHANGE

NO CHANGE

ARTICLE 102. UNAUTHORIZED ACTIVITY AND UNION LIABILITY NO CHANGE

ARTICLE 103. SENIORITY

NO CHANGE

ARTICLE 104. LEAVE OF ABSENCE

NO CHANGE

ARTICLE 105. DISCHARGE, SUSPENSION AND DISCIPLINE

NO CHANGE

ARTICLE 106. PAY PERIOD

NO CHANGE

ARTICLE 107. HOURS OF WORK AND PAID-FOR TIME

NO CHANGE

ARTICLE 108. PART-TIME EMPLOYEES

NO CHANGE

ARTICLE 109. MEAL PERIOD

NO CHANGE

ARTICLE 110. SPLIT SHIFTS

NO CHANGE

ARTICLE 111. TIME CLOCKS

NO CHANGE

ARTICLE 112. HOLIDAYS

Section 1.

Regular full-time employees, who are not on authorized leave of absence, will be eligible for eight (8) hours' pay for the following holidays, providing, they work their last scheduled shift prior to or their first scheduled shift after the holiday, except in cases of proven illness or injury or unless absence has been mutually agreed.

The holidays to be observed are as follows:

New Year's Day, Memorial Day, Good Friday, Martin Luther King, Jr. Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th, and Christmas Day.

Any of the above recognized holidays falling on Sunday will be observed the following Monday.

Employees will be entitled to one (1) additional holiday in the form of a personal holiday.

When an employee requests a day off as a personal paid holiday and a portion of the employee's scheduled shift falls within that day, the employee shall not be paid the holiday rate of pay for that portion of the shift.

ARTICLE 113. HEALTH AND WELFARE

Section 1.

MAINTENANCE OF BENEFITS

ARTICLE 114. VACATIONS

Section 2. Amounts

Employees who have worked sixty percent (60%) or more of the total working days (based on a five (5)-day week) during any anniversary year shall be eligible for vacation pay as follows:

One (1) year employment One (1) week
Two (2) years or more Two (2) weeks
Ten (10) years or more Three (3) weeks
Fifteen (15) years or more Four (4) weeks
Twenty (20) years or more Five (5) weeks

Twenty-five (25) years or more Six (6) weeks

ARTICLE 115. SICK LEAVE NO CHANGE

ARTICLE 116. SANITARY CONDITIONS

NO CHANGE

ARTICLE 117. RATES OF PAY

Section 1. Classifications and Minimum Rates

DETROIT AND PONTIAC

EFFECTIVE	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
DATES CLASSIFICATIO NS	\$0.30	\$0.30	\$0.30	\$0.35	\$0.45
JANITOR (Janitorial work only)	\$23.02	\$23.32	\$23.62	\$23.97	\$24.42
GENERAL MAINTENANCE	\$24.39	\$24.69	\$24.99	\$25.34	\$25.79
GROUP NO. I (HIRED PRIOR TO 7/01/73) File Clerk, Mail Clerk	\$23.07	\$23.37	\$23.67	\$24.02	\$24.47
GROUP NO. I (HIRED AFTER 7/01/73)	\$22.82	\$23.12	\$23.42	\$23.77	\$24.22
GROUP NO. II Record Clerk	\$23.41	\$23.71	\$24.01	\$24.36	\$24.81
GROUP NO. III Payroll Clerk, Accounts Receivable Clerk, Tracing Clerk, Data Entry Operator	\$23.70	\$24.00	\$24.30	\$24.65	\$25.10
GROUP NO. IV Secretary (other than confidential), Billing	\$23.85	\$24.15	\$24.45	\$24.80	\$25.25

Clerk, O.S.&D. Clerk, Dispatch Clerk, Computer Operators (Computer Operators with two years experience with the Employer shall be paid 8¢ above Group IV rate)

GROUP NO. V RATE CLERK – Apprentice, and Computer Operators/ Programmers (less than 2 years experience)	\$24.00	\$24.30	\$24.60	\$24.95	\$25.40
RATE CLERK – Junior, and Computer Operators/ Programmers (2-4 years experience)	\$24.30	\$24.60	\$24.90	\$25.25	\$25.70
RATE CLERK Senior, Computer Operators/ Programmers and Revision Clerk (4 or more years experience)	\$24.45	\$24. 75	\$25.05	\$25.40	\$25.85
DISPATCHERS who perform routine or ministerial duties	\$24.40	\$24.70	\$25.00	\$25.35	\$25.80

UPSTATE MICHIGAN

EFFECTIVE DATES 4/2/17 6/1/17 6/1/18 6/1/19

6/1/20

CLASSIFICATIONS \$0.30 \$0.30 \$0.30

\$0.35 \$0.45

(Job classifications listed under each group number for the Detroit and Pontiac areas apply to the same group numbers for the Upstate Michigan Minimum Rates listed below.)

EFFECTIVE DATES	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
JANITOR	\$22.93	\$23.23	\$23.53	\$23.88	\$24.33
GENERAL MAINTENAN CE	\$24.30	\$24.60	\$24.90	\$25.25	\$24.70
GROUP NO. I (HIRED PRIOR TO 7/01/73)	\$22.98	\$ <u>23.28</u>	\$23.58	\$23.93	\$24.38
GROUP NO. I (HIRED AFTER 7/01/73)	\$22.73	\$23.03	\$23.33	\$23.68	\$24.13
GROUP NO. II	\$23.32	\$23.62	\$23.92	\$24.27	\$24.72

GROUP NO. III	\$23.61	\$23.91	\$24.21	\$24.56	\$25.01
GROUP NO. IV	\$23.76	\$24.06	\$24.36	\$24.71	\$25.16
GROUP NO. V EXPERIENCE					
Less than 2 years	\$23.91	\$24.21	\$24.51	\$24.86	\$25.31
2-4 yrs.	\$24.21	\$24.51	\$24.81	\$25.16	\$25.61
4 or more yrs.	\$24.36	\$24.66	\$24.96	\$25.31	\$25.76
DISPATCHER	\$24.31	\$24.61	\$24.91	\$25.26	\$25.71
S					
Effective	6/1/22		9%		
Effective	6/1/23		5%		
Effective	6/1/24		4%		

On June 1, 2023, June 1, 2024, and June 1, 2025 June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 2. Shift Differential

A shift differential of <u>twenty-five</u> cents ($\underline{2}5\phi$) per hour above the employee's established rate of pay shall be paid to all employees whose regular scheduled starting time is 11:00 a.m. or between 11:00 a.m. and 5:00 a.m.

ARTICLE 118. INVALIDATION CLAUSE

NO CHANGE

ARTICLE 119. MICHIGAN OFFICE WORKERS

NO CHANGE

ARTICLE 120. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ______, 2017, to be effective as of September 1, 2015 June 1, 2022.

FOR THE UNION					
LOCAL UNION NO, affiliate of International Brotherhood of Teamsters.					
By					
(Signed)					

Steve Roberts
Steve Starnes James Walker

Its	
	(Title)
	FOR THE COMPANY
	FOR THE COMPANT
	(Company)
By	
	(Signed)
T.	
Its	
	(Title)

CENTRAL AND SOUTHERN AREA SUPPLEMENTAL AGREEMENT

NEGOTIATING COMMITTEE

FOR THE UNIONS:

James P. Hoffa, Chairman
Kevin D. Moore, Co-Chairperson
Roy R. Gross, Co-Chairperson
Sean M. O'Brien, Chairman
Avral Thompson, Co-Chairperson

Joe Bennett
Jeff Brylski
Dave Daniels
Tom Erickson
George Gerdes
Dennis Krogstad
Tony Lamy
Joe Lopez
Mike Parker
Claud Perrett
Mike Philbeck
Mark Schmiehausen
Greg Shadle
Ralph Stubbs
Kris Taylor

FOR THE EMPLOYERS:

Kenneth W. Zatkoff, Chairperson Peter P. Sudnick, Co-Chairperson

Terry Brennan Gerald Clemens Malcolm Collier Mike
Ford Curtis Goodwin Steve Gross
Paul Houck
Al McCune