NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT

COVERING

TRUCKAWAY, DRIVEAWAY AND LOCAL AGREEMENTS

for the period of
~~September 1, 2015~~June 1, 2022 through ~~May 31, 2021~~August 31, 2025

covering:

operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory. The NATIONAL AUTOMOBILE TRANSPORTERS LABOR DIVISION NEGOTIATING COMMITTEE representing the Automobile Transport Employers affiliated with the National Automobile Transporters Labor Division and

(Company)

hereinafter referred to as the

"EMPLOYER," and

The TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS INDUSTRY NEGOTIATING COMMITTEE representing the Local Unions affiliated with the International Brotherhood of Teamsters, and Local Union No. _____ which Local Union is an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1. PARTIES TO THE AGREEMENT

NO CHANGE

ARTICLE 2. SCOPE OF AGREEMENT

Section 5. Local Matters and Riders

(a) All conditions and matters considered by the Union and the Employer as "local matters" and peculiar to the operations of the Employer and not of general application to the industry, shall be treated as local matters, and such conditions are to be reduced to writing and attached to the Supplemental Area Agreements in the form of a Rider and considered to be part thereof.

Riders may become effective on an interim basis by agreement between the Employer and the Local Union, provided that such Riders have been filed with the appropriate Area Joint Arbitration Committee within thirty (30) days of their implementation. Local Riders not submitted to the appropriate Area Joint Arbitration Committee for approval within this thirty (30) day period shall be considered null and void. If not approved or otherwise modified by the Area Joint Arbitration Committee, the Rider shall become null and void from the date of the Area Joint Arbitration Committee decision. Riders that affect the provisions of the National Master

Agreement must be first approved by the National Joint Arbitration Committee.

(b) Riders to this Agreement and to Supplements thereto between Local Unions and Employers that do not meet the standards set forth in the National Master Agreement and Supplements thereto, shall be continued pending negotiations for amendment of such Riders, which negotiations shall be conducted and concluded within one hundred eighty (180) days after execution of this Agreement. All such Riders must be submitted to the Area Joint Arbitration Committee for approval or rejection. If the Area Joint Arbitration Committee cannot finally dispose of the matter, such Rider shall be null and void. However, wage and monetary matters negotiated in this Agreement shall become effective April 2, 2017.

(c) This Section shall not restrict the Union's legal right to organize.

(d) In the event a shipper transfers any work covered by a Local Rider from one signatory employer to another signatory employer, the Local Rider shall remain in effect and shall not be renegotiated unless mutually agreed to by the parties. **On all transferred work the company must accept and agree to be bound by the local rider, and all established practices, past committee decisions and working conditions relating to the location(s) to which the work is transferred.** In advance of a competitive bid involving two (2) or more signatory Employers, upon request, the Local Union shall provide to each involved signatory Employer the Local Rider and other local conditions including, but not limited to, zone rates, shuttle rates, incentive or piece work rates and other loading or unloading rates which prevail at the location involved in the competitive bid.

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Section 1. Recognition

Training Program

(a) (1) The Employer shall have the right to establish a driver (Truckaway and/or Driveaway) training program with the following understanding and conditions: (Driveaway shall not include single drive.)

a. Period In the event a truck driver applicant has prior driving experience and has a CDL, the driver training period shall not exceed thirty (30) days. The thirty (30) days shall be defined to mean fifteen (15) days driving out of a thirty (30) day period. In the event a truck driver applicant has no driving experience and does not have a CDL, the driver training period shall not exceed sixty (60) days. The sixty (60) day period shall be defined to mean a maximum of forty-five (45) days driving out of the sixty (60) day period.

b. Employer Rights-The Employer shall have the right to select applicants for the training program, establish instruction procedures and requirements, to eliminate any trainee(s) during the training period, or subsequent thereto, prior to employment.

c. All of the contract terms, including Article 3, Section 2 Probationary Employees, shall apply to the individual trainee on the first (1st) date after the training program is successfully completed and the individual performs revenue-producing work for the Employer.

d. The trainee shall be prohibited from performing any work in any classification covered by this Agreement.

e. The training program referred to in Subsection (j)(1) above shall be specifically confined to work pertaining to the classification of truckaway or driveaway driver.

f. Rates of pay for driver trainee shall be as set forth in each respective Supplement or Local Rider.

g. The Employer agrees to establish a training program for mechanics and welders. This program shall include ongoing training for current mechanics to cover any and all new or different equipment that is related to the carhaul business and the Employer's operation.

h. In the event an Employer has regularly used driver trainers in its driver training program, such practice will be maintained consistent with the terms contained in the appropriate Area Supplemental Agreement or Local Riders.

i. Effective December 18, 1995, new employees who successfully complete the probationary period shall be assigned a seniority date commencing with their date of hire**; upon successful completion of every probationary employee probation period, the Company shall pay all required contributions necessary to ensure that such employee and his eligible dependents will be fully covered by and receive health and welfare benefits immediately.**

j. Subsequent to ratification, when two or more employees are placed on the seniority list at a location who have the same date of hire, their order on the seniority list will be based upon the last four digits of their Social Security number, the highest number being placed first.

(2) Transferability seniority employees shall be entitled to all of the above rights under the Training Program. However, the employee shall be paid in the same manner and amounts as the driver trainee during the training period. Any employee failing to meet the Employer requirement shall have an unqualified right to return to the job and shift left for the Training Program. The Employer shall be obligated for only one (1) opportunity under the transferability clause for any employee.

(3) Retraining Program

a. At any point in the disciplinary process, involving cargo damage, at the employee's option, with Local Union agreement, the driver can be given the opportunity to enter a retraining program in lieu of the discipline. Should the driver elect to enter the retraining program, the driver shall be paid at fifty percent (50%) of the regular hourly rate existing at that time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration.

b. In addition, drivers off work longer than six (6) months due to layoff, disability, compensable injury or leave of absence may be required to enter, at the Employer's option, a retraining program to ensure an awareness of the current loading and unloading policies/procedures of the Employer. The driver shall be paid at fifty percent (50%) of the regular hourly rate existing at that time until completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration.

c. Drivers shall not perform revenue-producing work during the retraining program.

(b) Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 4. STEWARDS

NO CHANGE

ARTICLE 5. SENIORITY

Section 14.

When the mode of transportation changes to or from single drive, yard, rail or truckaway at the same facility/terminal, employees who were previously in that classification, and who remain qualified will be allowed to follow the amount of work being transferred and dovetailed in order of terminal seniority, regardless whether this move involves the same company.

ARTICLE 6.

NO CHANGE

ARTICLE 7. GRIEVANCE MACHINERY

NO CHANGE

ARTICLE 8. PROTECTION OF RIGHTS

NO CHANGE

ARTICLE 9. BONDS

NO CHANGE

ARTICLE 10. COMPENSATION CLAIMS AND PAID LEAVE

Section 3. Modified Work

(a)The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance worker's compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an industrial injury.

(b) When implemented, modified work programs shall be in strict compliance with applicable federal and state worker's compensation statutes. When offered to qualified employees, as defined in this Article, modified work must be accepted, and refusal to accept modified work by an employee, otherwise entitled to worker's compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable federal or state worker's compensation statutes. Employees who accept modified work shall continue to be eligible to receive "temporary partial" worker's compensation benefits as well as all other entitlements as provided by applicable federal or state worker's compensation statutes.

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

LETTER OF UNDERSTANDING
May 27, 2022~~August 25, 2025~~

Re: Modified Work:

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

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

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

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

12 weeks from the beginning of the modified work assignment.

2. Disputes over ~~appropriateness of alternative locations~~**work assignments** shall be filed directly with the National Joint Arbitration Committee, in the event of a deadlock, the employee(s) involved will be removed from the ~~alternative location~~**assignment(s)**. **During such dispute the employee shall not be required to perform the disputed assignment at that location until the local union and the employer mutually agree on an acceptable assignment and in no circumstance shall the employee suffer any loss of pay or benefits due to such dispute.**

3. In no instance shall an employer require an employee to travel more than 25 miles to any Modified Work location from the employee's residence.

4. Unless otherwise agreed to by the company, local union, and employee, modified work will be done between Monday through Friday, starting between 7:00 a.m. and 9:00 a.m. for no more than eight (8) hours per day.

Exhibit A
To Letter of Understanding of **May 27, 2022**~~August 25, 2015~~

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

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

(c)At facilities where the Employer has a modified work program in place, temporary modified assignments shall be offered in seniority order to those regular full time employees who are temporarily disabled due to a compensable worker's compensation injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified assignments. Once a modified work assignment is made and another person is injured, the second person must wait until a modified work opening occurs, regardless of seniority. All modified work assignments must be made in strict compliance with the physical restrictions as outlined by the attending physician. All modified work program candidates must be released for eight (8) hours per day, five (5) days per week. The Employer, at its option, may make a modified work offer of less than eight (8) hours per day where such work is expected to accelerate the rehabilitative process and the attending physician recommends that the employee works back to regular status or up to eight (8) hours per day by progressively increasing daily hours. A copy of any release for modified work must be given to the employee before the modified work assignment begins.

It is understood and agreed those employees who, consistent with professional medical evaluations and opinion, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified work program.

In the event of a dispute related to conflicting medical opinion, such dispute shall be resolved pursuant to established worker's compensation law and/or the method of resolving such matters as outlined in the applicable Supplemental Agreement. In the absence of a provision in the Supplemental Agreement, the following shall apply:

When there is a dispute between two (2) physicians concerning the release of an employee for modified work, such two (2) physicians shall immediately select a third (3rd) neutral physician within seven (7) days, whose opinion shall be final and binding on the Employer, the Union and the employee. The expense of the third (3rd) physician shall be equally divided between the Employer and the Union. Disputes concerning the selection of the neutral physician or back wages shall be subject to the grievance procedure.

For locations where the Employer intends to implement a modified work program or has a modified work program in place, the Local Union shall be provided with a copy of the current form(s) being used for employee evaluation for release and general job descriptions. This information shall be general in nature, not employee specific.

When a modified work assignment is made, the employee shall be provided with the hours and days he/she is scheduled to work as well as the nature of the work to be performed in writing. A copy of this notice

shall also be submitted to the Local Union.

(d) Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which can be performed within the medical limitations set forth by the attending physician. In the event the employee is physically unable to perform the modified work assigned, he/she shall be either reassigned modified work within his/her physical capabilities or returned to full "temporary total" worker's compensation benefits. In the event a third (3rd) party insurance carrier refuses to reinstate such employee to full temporary total disability benefits, the Employer shall be required to pay the difference between the amount of the benefit paid by such third (3rd) party insurer and full total temporary disability benefits. Determination of physical capabilities shall be based on the attending physician's medical evaluation. Under no conditions will the injured employee be required to perform work at that location subject to the terms and conditions of the National Master Automobile Transporters Agreement or its Area Supplemental Agreements. Prior to acceptance of modified work, the affected employee shall be furnished a written job description of the type of work to be performed.

(e) The modified workday and workweek shall be established by the Employer within the limitations set forth by the attending physician. However, the workday shall not exceed eight (8) hours, inclusive of coffee breaks where applicable and exclusive of a one-half (1/2) hour meal period and the workweek shall not exceed forty (40) hours, Monday through Friday, or Tuesday through Saturday, unless the nature of the modified work assignment requires a scheduled workweek to include Sunday. Whenever possible, the Employer will schedule modified work during daylight hours, Monday through Friday, or during the same general working hours and on the same workweek that the employee enjoyed before he/she became injured. In the case of an employee whose workdays and/or hours routinely varied, the Employer will schedule the employee based on the availability of the modified assignment being offered. Any alleged abuse of the assignment of workdays and work hours shall be subject to the grievance procedure.

(f) Modified work time shall be considered as time worked when necessary to satisfy vacation and sick leave eligibility requirements as set forth in the National Master Automobile Transporters Agreement and/or its applicable Area Supplemental Agreements. In addition to earned vacation pay as set forth in the applicable Area Supplemental Agreements, employees accepting modified work shall receive prorated vacation pay for modified work performed based on the weekly average modified work pay. The only time modified work is used in prorating vacation is when the employee did not qualify under the applicable Supplemental Agreement.

Holiday pay shall first be paid in accordance with the provisions of the applicable Supplemental Agreement as it relates to on-the-job injuries. Once such contractual provisions have been satisfied, holidays will be paid at the modified work rate which is the modified work wage plus the temporary partial disability benefit.

Sick and funeral leave taken while an employee is performing modified work will be paid at the modified work rate, which is the modified work wage plus the temporary partial disability benefit. Unused sick leave will be paid at the applicable contract rate where the employee performed modified work and qualified for the sick leave during the contract year.

(g) The Employer shall continue to remit contributions to the appropriate health & welfare and pension trusts during the entire time period employees are performing modified work. Continuation of such contributions beyond the period of time specified in the Supplemental Agreement for on-the-job injury shall be required. Provisions of this Section shall not be utilized as a reason to disqualify or remove an employee from the modified work program.

(h) Employees accepting modified work shall receive temporary partial benefits as determined by each respective state workers' compensation law, plus a modified work wage when added to such temporary partial benefit, shall equal not less than eighty-five percent (85%) of forty (40) hours pay he/she would otherwise be entitled to under the provisions of the applicable Area Supplemental Agreement for the first six (6) months from the date the modified work assignment commences. After this initial six (6) month period, the percentage shall increase to ninety percent (90%) for the duration of each individual modified work assignment. The Employer shall not refuse to assign modified work to employees based solely on such employees reaching the ninety percent (90%) wage level. Such refusal shall be considered an abuse of the program and shall be subject to the grievance procedure. Modified work assignments beginning or ending within a workweek shall be paid on a prorated basis; one (1) day equals one-fifth (1/5th).

(i) Employees accepting modified work shall not be subject to disciplinary action provisions of the Supplemental Agreements unless such violation involves an offense for which no prior warning notice is required under the applicable Supplemental Agreement (Cardinal Sins). Additionally, the provisions of Article 30, Section 14 shall apply.

(j) Alleged abuses of the modified work program by the Employer shall be subject to the grievance procedure of the National Master Automobile Transporters Agreement and its applicable Area Supplemental Agreements. Proven abuses may result in a determination by the National Joint Arbitration Committee that would withdraw the benefits of this Article from that Employer, in whole or in part, in which case affected employees shall immediately revert to full worker's compensation benefits.

Section 7. Family and Medical Leave Act

(a) All employees who worked for the Employer for a minimum of twelve (12) months and worked at least one thousand two hundred fifty (1250) hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993. Eligible employees are entitled up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

(1) Birth or adoption of a child or the placement of a child in foster care;

(2) To care for a spouse, child or parent of the employee due to a serious health condition;

(3) A serious health condition of the employee.

(b) The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.

(c) The employee's seniority rights shall continue as if the employee had not taken a leave under this section, and the Employer will maintain health insurance coverage during the period of the leave. The Employer may not require the employee to substitute accrued vacation or other paid leave for part of the twelve (12) week period. An employee will not be required to pay any of the contributions for his/her health insurance during FMLA leave except as provided by law.

(d) The provisions of this section are in response to the Federal FMLA and shall not supersede any state or local law which provides for greater employee rights.

(e) Disputes arising under this provision shall be subject to the grievance procedure.

(f) All locations and terminals of any Employer covered by this Agreement shall be required to comply with this Article regardless of the number of employees working at any particular location or terminal.

ARTICLE 11. MILITARY CLAUSE

NO CHANGE

ARTICLE 12.

NO CHANGE

ARTICLE 13. UNION AND EMPLOYER COOPERATION

NO CHANGE

ARTICLE 14. UNION ACTIVITIES

NO CHANGE

ARTICLE 15. SEPARATION OF EMPLOYMENT

NO CHANGE

ARTICLE 16. SEPARABILITY AND SAVINGS CLAUSE

NO CHANGE

ARTICLE 17. EMERGENCY REOPENING

NO CHANGE

ARTICLE 18. SYMPATHETIC ACTION

NO CHANGE

ARTICLE 19. PIGGY-BACK, BARGE, ETC.

NO CHANGE

ARTICLE 20. JURISDICTIONAL DISPUTES

NO CHANGE

ARTICLE 21. MULTI-EMPLOYER, MULTI-UNION UNIT

NO CHANGE

ARTICLE 22. NEW BUSINESS

NO CHANGE

ARTICLE 23. COST-OF-LIVING

All employees subject to this Agreement shall be covered by the provisions of a cost-of-living allowance, as set forth in this Article.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S., All Items (1982-1984 = 100) (CPI-W (1982-1984 = 100)), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index."

A cost-of-living allowance shall only become effective if the annual increase in the CPI-W exceeds three (3.0%) percent which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

A cost-of-living allowance, if any, shall become effective on June 1, 20~~12~~**23**, based upon the difference between the Index of January, 20~~11~~**22** and the Index for January, 20~~12~~**23** (Published February, ~~2017~~**2023**).

The Base Index Figure shall be the figure for January, 20~~16~~**22** (Published February, 20~~16~~**22**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 20~~16~~**22**, there shall be a one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

For each additional .1 point increase in the Index there is an additional one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

A cost-of-living allowance, if any, shall become effective on June 1, 20~~18~~**24**, based upon the difference between the Index of January~~,~~ 20~~17~~**23** and the Index for January~~,~~ 20~~18~~**24** (Published February~~,~~ 20~~18~~**24**).

The Base Index Figure shall be the figure for January~~,~~ 20~~17~~**23** (Published February~~,~~ 20~~17~~**23**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 20~~17~~**23**, there shall be a one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

For each additional .1 point increase in the Index there is an additional one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

A cost-of-living allowance, if any, shall become effective on June 1, 20~~19~~**25**, based upon the difference between the Index of January~~,~~ 20~~18~~**24** and the Index for January~~,~~ 20~~19~~**25** (Published February~~,~~ 20~~19~~**25**).

The Base Index Figure shall be the figure for January~~,~~ 20~~18~~**24** (Published February~~,~~ 20~~18~~**24**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 20~~18~~**24**, there shall be a one cent ($.01) per hour .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

For each additional .1 point increase in the Index there is an additional one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; 1% flat or zone rate increase in all wage rates which will be capped at ~~ten~~**fifty** cents ($~~.10~~**0.50**) per hour each year for the life of this Agreement.

~~A cost of living allowance, if any, shall become effective on June 1, 2020, based upon the difference between the Index of January, 2019 and the Index for January, 2020 (Published February, 2020).~~

~~The Base Index Figure shall be the figure for January, 2019 (Published February, 2019). The cost of living increase shall be calculated as follows:~~

~~For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 2019, there shall be a one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at ten cents ($.10) per hour each year for the life of this Agreement.~~

~~For each additional .1 point increase in the Index there is an additional one cent ($.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates which will be capped at ten cents ($.10) per hour each year for the life of this Agreement.~~

A cost-of-living increase, if any, shall be applied to the hourly, mileage and flat (zone) rates except where specifically provided otherwise in the Supplemental Agreement. The "frozen rate" will be increased on the same basis as the "loaded mile."

Driveaway employees covered by the driveaway part of the Central-Southern Areas, Eastern Area and Western Area Supplements shall receive cost-of-living adjustments on the same basis as all other employees covered by this National Master Agreement.

~~For the duration of this Agreement only,~~ **A**~~a~~ny cost-of-living allowance, allocated to hourly, mileage and flat (zone) wage increases, shall become a fixed part of the base rate for all classifications on the effective date of each cost-of-living allowance.

A decline in the Index shall not result in a reduction of classification base rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after receipt of the Index and will be made retroactive to the effective date. In the event the Bureau of Labor Statistics should revise or correct an applicable Index figure, any adjustment that may be required in the cost-of-living allowance shall be effective at the beginning of the first (1st) pay period after receipt of the revised or corrected Index figure and no retroactive adjustments will be made.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree in such negotiations within sixty (60) days, thereafter, each party shall be permitted all lawful economic recourse to support its request. The parties agree that the notice provision provided herein shall be accepted by all parties as compliance with notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 24.

Section 2. Suspension or Revocation of License

In the event an employee receives a traffic citation for a moving violation while on duty which would contribute to a suspension or revocation or suffers a suspension or revocation of the right to drive the Employer's equipment for any reason, the employee must promptly notify the Employer in writing. Failure to comply will subject the employee to disciplinary action up to and including discharge. An employee failing or unable to return to work as a result of such suspension or revocation of the right to drive the Employer's equipment shall be allowed to retain seniority for a period not to exceed the term of suspension plus thirty (30) days with a maximum of three (3) years. Failure of the employee to successfully reinstate his driving privileges during this period of time shall result in the termination of his/her seniority.

If such suspension or revocation comes as a result of the employee complying with the Employer's instruction, which results in a succession of size and weight penalties or because the employee complied with the Employer's instruction to drive its equipment which is in violation of D.O.T. regulations relating to equipment or because its equipment did not have a speedometer in proper working order which has been reported to the Employer, except in unusual circumstances, and if the employee has notified the Employer of the citation for such violation as mentioned above, the Employer shall provide employment to such employee at not less than the employee's regular earnings at the time of such suspension for the entire period thereof, subject however to the seniority and layoff provisions applicable to the employee at time of the suspension.

An employee unable to successfully pass the D.O.T. Commercial Driver's License (CDL) examination will be allowed to retain seniority for a period not to exceed ~~one (1~~**two (2**) year**s** provided the employee makes a good faith effort to pass the test each time the opportunity presents itself. During this leave of absence the Employer shall have no obligation to make health and welfare or pension contributions on behalf of the employee.

ARTICLE 25. PASSENGERS

NO CHANGE

ARTICLE 26. NONDISCRIMINATION

NO CHANGE

ARTICLE 27. ROAD AND/OR DRIVING EQUIPMENT SPECIAL LICENSE

NO CHANGE

ARTICLE 28. USA-CANADA-MEXICO

Vehicles destined for delivery via truck transportation from the U.S. to Canada and vice-versa, or from the U.S. to Mexico and vice-versa, shall be delivered to an agreed terminal or marshaling area, from which point final delivery of the automotive vehicles shall be made by the drivers in their respective countries. Present agreed practices shall remain in effect.

The parties recognize the mutual interest in implementing slip seat operations as a means of enhancing efficiency and promoting work opportunities. It is agreed that upon the request of an Employer, a Local Union will negotiate an Agreement for slip seat operations within the Continental United States. If the parties are unable to reach a satisfactory agreement, the matter shall be referred to the National Committee. Agreements regarding slip seat operations must be approved by the affected membership and National Committee prior to implementation.

Moreover, the parties recognize the need to protect job security for both U.S. and Canadian domiciled Teamster employees, and the Union and Employer agree to establish a Standing Committee consisting of an equal number of U.S. Company representatives, U.S. Teamster representatives, Canadian Company representatives and Canadian Teamster representatives. This Standing Committee shall meet at least semi-annually and as otherwise necessary to discuss and jointly recommend to their respective Union and Employer Negotiating Committees actions to improve operational objectives, increase work opportunities and further the interests of all affected parties.

It is also recognized that business opportunities and customer demands arise which involve the potential for diversion of cross border traffic and/or support in the respective countries to meet temporary demands enhancing the ability to provide additional bargaining unit jobs and job security for existing employees. To that end, the parties agree that if a particular Employer or Local Union identifies such opportunities and notifies the Co-Chairmen of the National Negotiating Committee of same, those Co-Chairmen will promptly facilitate discussions between the involved U.S. and Canadian Local Unions in an attempt to bring about an agreement as to how to fully capitalize on the opportunities in a manner that is equitable to the employees who would be involved.

The parties agree to reopen the provisions of this Article for modification if a significant and relevant change in the law is made which affects transportation across the borders to Canada or Mexico.

Drivers will be paid fifteen (15) minutes for crossing into Canada and fifteen (15) minutes for crossing into the United States. This change will apply to all supplements attached to the NMATA

ARTICLE 29. JUMBO JETS

NO CHANGE

ARTICLE 30. JOINT HEALTH AND SAFETY COMMITTEE

Section 5. Air-conditioning

Newly manufactured tractors which are added to the fleet, subsequent to June 1, 1991, shall be air-conditioned.

Air-conditioning units shall be maintained in proper operating condition. If an air conditioner is out of service and written up at time of arrival at home terminal it must be repaired before the next dispatch.

If an air-conditioning unit, which was not written up as inoperable at its most recent arrival at an employee's home terminal, fails to operate at the time of dispatch and repair is not readily available, repairs may be delayed for a maximum of twenty-four (24) hours. If an air conditioning unit becomes inoperable during a trip, repairs will be made immediately unless repairs will be completed at a Company terminal within twenty-four (24) hours of notification to the Company of the need for repairs. Drivers will be compensated for time spent waiting for the repairs to be completed; provided, however, that in no case shall any employee be paid

more than eight (8) hours out of every twenty-four (24) hour period as set forth in the breakdown provisions of the respective Area Supplemental Agreements.

All air conditioners shall be of sufficient capacity to adequately condition the air in the equipment cabs.

Effective on the ratification date of the contract, all ~~newly acquired~~ yard vans shall be equipped with **fully functioning** air conditioners**; and on newly acquired vans, ones that maintain a temperature at dash or primary vents at 30 degrees cooler than the outside temperature.**

Section 15.

All new equipment ordered on or after the date of ratification will be provided with quick ratchet **and release systems**. All quick release ratchets shall be properly maintained.

ARTICLE 31. UNIFORMS

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

If the company requires safety vests to be worn, the company shall provide the employees with break-away (Velcro) safety vests at the company's sole expense.

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

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

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

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

The Employer shall replace all clothing, glasses, hearing aids and/ or dentures and any medical devices requested to perform one's job not covered by insurance or workers' compensation which are destroyed or damaged in a wreck or fire with company equipment.

ARTICLE 32. METRIC SYSTEM

NO CHANGE

ARTICLE 33. WORK PRESERVATION

Section 2.

None of the above limitations shall apply and do not prohibit the following activities by the Employer:

(a) Trip leases, load exchange and return haul arrangements, otherwise not in violation of this Agreement or its Supplemental Agreements, between Employers within the multi-employer unit;

(b) Assignment or subcontract of maintenance-related work involving the specific areas designated below:

(1) Work not presently assigned to the bargaining unit;

(2) Where the Employer does not have appropriate facilities, available equipment or employees with requisite skills to perform the specific maintenance work and has no employees on layoff in job classifications affected by the assignment or subcontracting;

(3) Taking advantage of original warranties (i.e. 100% parts and labor) or guarantees for the maintenance and repair of new equipment, including replacement engines and component parts, where such original warranties or guarantees are provided by the supplier at no extra cost to the Employer. The Union will be permitted to examine copies of any warranties;

(4) Repair work performed at points en route as needed;

(5) Road call work will be based on past practice.

(c)**The assignment of Carhaul Work pursuant to the Third Party Service Agreement (TPS**

Agreement) as appended to this Agreement only when and where such TPS Agreement is in effect and only to the extent the Employer benefiting from the use of such TPS Agreement strictly complies with its terms and obligations.

Section 6.

TNATINC and NATLD shall mutually establish a protocol with regard to wages, benefits, terms and other conditions of employment to be utilized in the event an Employer has an opportunity to acquire yard work at a location where the employees are not currently covered under the NMATA.

ARTICLE 34. SLEEPER CAB OPERATIONS

NO CHANGE

ARTICLE 35. DURATION

Section 1.

This Agreement shall be in full force and effect from ~~September 1, 2015~~**June 1, 2022**, to and including ~~May 31, 2021~~**August 31, 2025**, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

When notice of cancellation or termination is given under this Section, the Employer and the Union shall continue to observe all terms of this Agreement until impasse is reached in negotiations, or until either the Employer or the Union exercise their rights under Section 3 of this Article.

Section 2.

When no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to ~~May 31, 2021~~**August 31, 2025**, or ~~May~~**August** 31st, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3.

Revisions agreed upon or ordered shall be effective as of June 1, ~~2021~~**2022** or June 1st, of any subsequent contract year.

The Teamsters National Automobile Transporters Industry Negotiating Committee, as representative of the Local Unions, or the signatory Employer, or the authorizing Employer Associations, shall each have the right to unilaterally determine when to engage in economic recourse (strike or lockout) on or after ~~May 31, 2021~~**August 31, 2025**, unless agreed to the contrary.

IN WITNESS WHEREOF the undersigned duly execute THE NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT and Supplemental Agreements (and Riders, if any) pertaining to their operations, on this _____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)

Its_____
(Title)

NEGOTIATING COMMITTEE

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS INDUSTRY NEGOTIATING COMMITTEE

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson~~
Sean M. O'Brien, Chairperson Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen, Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander, Ted Beardsley,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,
McKinley Archie, Rank and File, Dave Trigona, Rank and File,
Don Cooper, Rank and File, Frank Martinez, Rank and File,
Brian Mann, Rank and File, Eric Wilson, Rank and File
~~William Alexander~~
~~Jeff Brylski (Sergeant-at-Arms) Carlos Borba~~
~~Tom Erikson Matthew Fazakas Tony Lamy Joseph Lopez Mike Parker Mike Philbeck Ralph Stubbs Kris Taylor~~

FOR THE EMPLOYERS:

NATIONAL AUTOMOBILE TRANSPORTERS LABOR DIVISION

James D. Osmer, Chairperson
Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

Bruce Jackson, Chris Anderson, Steve Roberts, Mark Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry Brennan, Mike Ford

APPENDIX A
NATLD MEMBERS
Active USA, Inc.
Auto Handling, LLC
~~Annapolis Junction Rail Solutions, LLC~~
Cassens Transport Company
~~Flint Rail Services, LLC~~
Jack Cooper Transport Company, Inc.
Kenosha Releasing, Inc.
RCS Transportation LLC
RCS Transportation LAP, LLC
TransCargo, LLC

APPENDIX TO ARTICLE 33

MEMORANDUM OF UNDERSTANDING
THIRD PARTY SERVICE AGREEMENT

WHEREAS, the NMATA anticipates that all driver shortages will be filled with current or future members of the bargaining unit.
WHEREAS, there currently exists a historic shortage of drivers that are adversely affecting both the bargaining unit and the NMATA's employers;
WHEREAS, TNATINC enters into this Memorandum of Agreement to temporarily address this historic driver shortage in order to ensure that the contractual obligations of the NMATA's employers are met.
THEREFORE, the parties agree to the following:

1. **For purposes of this Agreement a "temporary driver shortage" occurs at a specific location/terminal only when:**
    a. **The number of units released to the Employer for delivery exceeds the Employer's then current capacity to deliver, and the Employer verifies such occurrence to the satisfaction of the involved Local Union(s) and TNATINC;**
    b. **The Employer is actively seeking new drivers and accepting and hiring qualified referred drivers at the affected location/terminal;**
    c. **The Employer demonstrates to the satisfaction of the involved Local Union(s) and TNATINC that it has been taking and will continue to take necessary and appropriate steps to avoid and eliminate such occurrence at the affected location/terminal; and**

d. No bargaining unit driver is on layoff for the Employer, provided however, that a bargaining unit driver shall not be considered on layoff for purposes of this Agreement if they decline recall.

2. In the event of a temporary driver shortage as defined in Paragraph 1, above, the affected Local Union and Employer shall jointly request that TNATINC temporarily approve the use of temporary Third Party Service (TPS) pursuant to the following conditions:
   a. The number of active drivers will be identified by the Local Union and Employer at that location/terminal for the purpose of determining whether the Employer is actively addressing the temporary driver shortage under this Agreement;
   b. The use of TPS will not result in a loss of earnings for the bargaining unit personnel where such TPS is used;
   c. Prior to the dispatch of any affected loads, the Employer, Local Union and TNATINC shall discuss (1) the reasons for such occurrence; (2) the anticipated duration of the occurrence; (3) the actions being taken, and which will be taken, to mitigate the harm to bargaining unit personnel, including protection of backhaul rights; and (4) all other pertinent matters raised by the Local Union or TNATINC regarding such occurrence;
   d. If Article 22 rates are in effect at the location/terminal where TPS is to be used, those Article 22 rates and u nderlying agreements must be cancelled unless specifically agreed to by the affected Local Union;
   e. After exhausting its recall list and prior to using TPS, the Employer shall notify all NMATA signatory employers and offer them the opportunity pull the TPS loads in accordance with all the terms of the NMATA and its Supplements. If no NMATA signatory employer accepts such offer, then the Employer shall have the right to secure TPS in accordance with the conditions set forth herein.
   f. In all cases, the Employer shall ensure that TPS is made available only to contractors who agree to a non-compete agreement with the Employer;
   g. In all cases, TPS usage must be engineered to the fullest extent possible to maximize the use of bargaining unit employees and to allow bargaining unit employees to perform preferential runs and maximize their earning opportunity, including the protection of their backhaul rights.
   h. While TPS under this Agreement is being used, the Employer shall pay into a separate account maintained in trust and for the benefit of TNATINC and the NMATA bargaining unit:

i. A TPS Mitigation Fee equal to $5.00 per unit hauled by a TPS contractor; and

ii. A Labor Cost Differential equal to the difference between the Employer's total labor cost of delivering a TPS load had it delivered the load and the actual total labor cost incurred by the TPS contractor.

i. The Employer shall report in writing no less frequently than thirty days to each Local Union affected and to TNATINC the number of units and loads tendered to TPS contractors. The Employer's monthly report shall also include the TPS contractor's name (including DOT number), origin, destination, load number, number of units, the time the load leaves the Employer's yard and the arrival time, the total labor cost incurred by the TPS contractor in hauling each load, as well as the number of active drivers at the affected location/terminal.

3. The right to utilize this Agreement shall cease when the conditions of the temporary driver shortage no longer exists.

This Agreement shall remain in effect for six (6) months and may be modified and or extended upon mutual consent of the Employer, involved Local Union(s) and TNATINC, provided, however that IN ITS SOLE DISCRETION, TNATINC MAY LIMIT OR DISCONTINUE THE USE OF TPS IN ALL OR ANY GEOGRAPHIC AREA(S) WHERE IT DEEMS APPROPRIATE UPON SEVEN DAYS' WRITTEN NOTICE TO THE EMPLOYER.

WORK PRESERVATION AGREEMENT FOR SIGNATORY EMPLOYERS

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among the undersigned employer party to the ~~2015-2021~~ **2022-2025** National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), and the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

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

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

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

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

(b) Employer or Controlled Affiliate may acquire and

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

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

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

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

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

9. For purposes of this Agreement a "Successor Transaction" includes acquisitions, agreement of sale, stock sales. exchanges, mergers, consolidations, spin-offs, and all other methods by which a change in control of the business will occur, or the business is transferred or assigned whereby an entire operation, or a portion thereof, is sold, leased, transferred, or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings.

The Employer's obligations under ~~this~~ **the NMATA, including the Work Preservation Agreement for Signatory Employers, all Supplements thereto, and the 2022-2025 Work Preservation** Agreement shall be binding upon its successors, administrators, executors and assigns. **In the event of a Successor Transaction, the operation shall continue to be subject to the terms and conditions of the NMATA and this Agreement for the life thereof.**

~~The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spinoffs or any other method by which business is transferred.~~

In the event of a Successor Transaction, the Employer, and if applicable Parent, Sub-Ultimate Parent(s), and Ultimate Parent agree(s) that the obligations of this Agreement shall be expressly included in the legal instrument by which a Successor Transaction is to be effectuated. Such instrument shall include a provision stating, as well as in a separate instrument addressed to the Union ("Assumption Agreement"), stating:

> **"Immediately upon effective date of this transaction and for the specific and intended benefit of the Union and the affected bargaining unit members**

covered by the 2022-2025 NMATA and all Supplemental Agreements and Riders thereto, [Successor] is the direct or indirect successor-in-interest of [Employer] and it or its related operating entity that performs Carhaul Work as that term is defined in the NMATA and the Work Preservation Agreement for Signatory Employers shall assume and be bound by the NMATA, including the Work Preservation Agreement for Signatory Employers and the 2022-2025 Work Preservation Agreement, as well as all Supplemental Agreements. Additionally, Successor and all its Controlled Affiliates, as that is defined in the NMATA and the Work Preservation Agreement for Signatory Employers, shall also sign and be bound by that agreement and the 2022-2025 Work Preservation Agreement."

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in a Successor Transaction by which the operations covered by this NMATA and this Agreement may be transferred. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the potential Successor Transaction negotiation known to the public or executes a contract to enter into such Successor Transaction negotiation, whichever occur first. The Union shall also be advised of the exact nature of the transaction, not including financial details.

The Employer, and if applicable, Parent, Sub-Ultimate Parent(s) and Ultimate Parent agree that as soon as possible following successful completion of the above-referenced Successor Transaction negotiation and no later than seven (7) business days prior to the closing of such Successor Transaction, the Employer, and if applicable Parent, Sub-Ultimate Parent(s) and Ultimate Parent shall provide the Union with a fully executed and legally-binding Assumption Agreement,

In the event the Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of **the NMATA and** this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. **Additionally, the no-strike obligations of the Union set forth in Article 7 of the NMATA shall be suspended and not be in force or effect if the Employer, and if applicable Parent, Sub-Ultimate, Ultimate Parent, or any of them, fail(s) to provide the required notices, including the Assumption Agreement, required herein.**

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

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

Except as specifically set forth herein, t ~~T~~his section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

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

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

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a "Controlled Affiliate" of Employer if Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i)

maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

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

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

By:_____
Its:_____
Dated:_____

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

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

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer parties to the **2022-2025** ~~2015-2021~~ National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) Active Truck Transport, L.L.C. parent to Active USA, Inc. (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

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

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

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

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

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

5. Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action;

provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

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

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

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

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred. In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Parent or Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

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

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

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

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

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

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

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

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

For the Parent:
ACTIVE TRUCK TRANSPORT, L.L.C.
By:_____
Its:_____
Dated:_____

For the Employer:

ACTIVE USA, INC.
By:_____
Its:_____
Dated:_____

For the Union:

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

CASSENS CORPORATION
WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer party to the **2022-2025** ~~2015-2021~~ National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) the Employer's corporate parent Cassens Corporation (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

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

2. Parent and Employer agree that neither Parent nor Employer shall undertake to, or permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit

employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

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

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

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

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

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

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

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

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

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment

of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

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

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

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

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

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

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

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

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

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

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

For the Parent:

CASSENS CORPORATION
By:_____
Its:_____
Dated:_____

For the Employer:

CASSENS TRANSPORT COMPANY
By:_____
Its:_____
Dated:_____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS

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

By:_____
Its:_____
Dated:_____

JACK COOPER TRANSPORT COMPANY, INC.
WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (this "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by (1) the corporate parent of Employer (as hereinafter defined), Jack Cooper Holdings Corp. ("Parent"), (2) the ultimate parent of Jack Cooper Holdings Corp **namely JCTopCo, Inc., "Ultimate Parent"), J.C. Intermediate Holdings, and** Jack Cooper **Investments**, ~~Enterprises,~~ Inc. ('**Sub-**Ultimate Parent**s**") (3) the undersigned Employers party to the ~~2015 2021~~ **2022- 2025** National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements and more specifically identified as Jack Cooper Transport Company, Inc.~~, Jack Cooper Logistics, LLC, and their respective subsidiary companies (hereinafter collectively referred to as~~ ("Employer"), and (4) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. The Union, Ultimate Parent, **Sub-Ultimate** Parents**, Direct Parent** and Employer Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Ultimate Parent, **Sub-Ultimate** Parent**s** or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

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

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

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

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

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

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

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

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

9. The Ultimate Parent's, **Sub-Ultimate Parents',** Parent's and Employer's obligations under this Agreement shall be binding upon its/**their** successors, administrators, executors and assigns. The Ultimate Parent, **Sub-Ultimate Parents,** Parent and Employer agree that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business**, and they further agree that, prior to the closing of any such transaction, regardless of how it is structured, they shall secure the written agreement by the acquiring entity(ies) involved in such transaction to be bound by all of the terms and obligations of this Agreement, the NMATA and applicable Supplemental Agreements, and finally, they shall provide the Union with such written agreement of the acquiring entity(ies) within twenty-four (24) hours, and in all events, no less than two (2) business days prior to closing of the transaction.** ~~In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.~~

10. In the event of a transaction described in Section 9 above, of this Agreement, as well as any transaction, regardless of how it is structured, including where an entire operation or a portion thereof if sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings ("Successor Transaction") such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Successor Transactions covered by this provision include stock sales, or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred. All such Successor Transactions shall be subject to the terms and obligations set forth in Section 9, above, of this Agreement.

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

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

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

Additionally, the no-strike obligations of the Union set forth in Article 7 of the NMATA shall be suspended and not be in force or effect to the extent in the event the Ultimate Parent, Sub-Ultimate Parents, Parent or Employer fail to provide the notice to the Union required by this Agreement or fails to secure the prior written agreement by the acquiring entity(ies) involved in any Successor Transaction as also required by this Agreement.

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

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

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

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

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

13. This Work Preservation Agreement does not apply to North American Auto Transport Corp. whose operations are covered by a separate collective bargaining agreement with certain Local Unions affiliated with the International Brotherhood of Teamsters.

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

For the Ultimate Parent:

JCTOPCO, INC.
By:_____
Its:_____
Dated:_____

For the Sub-Ultimate Parents

J.C. INTERMEDIATE HOLDINGS
By:_____
Its:_____
Dated:_____

JACK COOPER **INVESTMENTS** ~~ENTERPRISES~~, INC.
By:_____
Its:_____
Dated:_____

For the Parent:

JACK COOPER HOLDINGS CORP.
By:_____
Its:_____
Dated:_____

For the Employers:

JACK COOPER TRANSPORT CO., INC.
By:_____

Its:_____
Dated:_____

~~JACK COOPER LOGISTICS, LLC~~
~~By:_____~~
~~Its:_____~~
~~Dated:_____~~

For the Union:

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

By:_____
Its:_____
Dated:_____

RCS TRANSPORTATION
WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) RCS Transportation LLC and RCS Transportation of LAP LLC, the undersigned employer parties to the 2022-2025 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), and (2) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

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

2. Employer agrees that it will not permit any Controlled Affiliate (including freight broker companies) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work

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

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

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

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

For the Employers:

RCS TRANSPORTATION LLC
By: _____
Its: _____
Dated: _____

RCS TRANSPORTATION OF LAP LLC

By: _____
Its: _____
Dated: _____

For the Union:

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

By: _____
Its: _____
Dated: _____