

EASTERN AREA SUPPLEMENTAL AGREEMENT

Covering

TRUCKAWAY, DRIVEAWAY, YARD AND SHOP OPERATIONS

FOR THE PERIOD ~~SEPTEMBER 1, 2015~~ June 1, 2022 THROUGH ~~MAY 31, 2021~~ August 31, 2025

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

(a) In the event a driver is dispatched into a foreign terminal on a multiple trip assignment on a voluntary basis, he shall comply with the local dispatch rules which prevail at that terminal.

(b) An Employer shall not utilize this Article to eliminate the exchanging of loads between terminals or drying up the business at any terminal.

The following established rules will provide for the following principles:

(1) the driver is to be dispatched in the direction of and closest to his home terminal unless prehooked; and/or

(2) an area designated by the parties as a "free zone"; and/or

(3) a trip predesignated by the Employer at the driver's home terminal.

PART I—GENERAL, TRUCKAWAY, YARD AND SHOP OPERATIONS

ARTICLE 36. STEWARDS

NO CHANGE

ARTICLE 37. ABSENCE

NO CHANGE

ARTICLE 38. SENIORITY

NO CHANGE

ARTICLE 39. OPERATIONAL FLEXIBILITY (TRUCKAWAY ONLY)

NO CHANGE

ARTICLE 40. GRIEVANCE MACHINERY

NO CHANGE

ARTICLE 41. DISCHARGE OR SUSPENSION

NO CHANGE

ARTICLE 42. USE OF OUTSIDE EQUIPMENT

Section 1.

Recognizing the need for maximum utilization of equipment, it is agreed that equipment from other terminals of the same company may be used consistent with Article 39, or as set forth below:

~~Disputes arising under this Article will be subject to review only by the Eastern Area Automobile Transporters Joint Arbitration Committee and National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Sections 9(a) and 13 of the National Master Automobile Transporters Agreement. If such Committee is deadlocked on any dispute raised, this Article 42 shall become null and void and the parties shall revert back to the Article 42 language of the 2003 through 2008 contract.~~

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

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

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

or

(2) Pick a maximum of two turn trips from a single terminal, provided that each such trip has been made available to the domiciled drivers at the dispatching terminal, the first of which trips shall not exceed 250 miles to the last drop; and the second of which trips shall not exceed 150 miles to the final drop; provided further that if the first of such dispatches is on a Thursday, only one such dispatch may be required on a trip not to exceed 150 miles to the final drop; and further provided that this subsection (2) may not be utilized on a Friday. All legs pulled under this provision shall be paid at the full rate, or applicable zone rate whichever is greater.

The forgoing will not preclude a driver from voluntarily picking trips away from the direction of his home terminal. Any driver who has pulled four or more legs on any trip under Section 3 shall be paid the full rate, or applicable zone rate whichever is greater on all legs.

(d) Absent an agreement with the Companies and Local Unions involved, there will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.

Employers may make some dispatches into and out of areas where employees are currently on layoff; provided, however, such dispatches shall not exceed twenty percent (20%) of a terminal's loads each week. It is the expressed intent of the parties that these loads be equally allocated to the greatest possible extent. It is understood that this constitutes only a temporary suspension of the restrictions on backhauling when drivers with two (2) years terminal seniority are on layoff; provided, further that if drivers at a location have accepted additional help opportunities, they would not be deemed to be laid off at a terminal or where the Employer has notified the Local Union that a layoff is caused by a permanent loss of business. The parties agree that the Teamsters National Automobile

Transporters Industry Negotiating Committee may reopen the terms of this Article if the Committee determines that the status of the industry has substantially improved as compared to the date of the ratification of this Agreement. Any such notice must be given at least sixty (60) days prior to the May 31st anniversary dates set forth in Article 35 of this Agreement. The Teamsters National Automobile Transporters Industry Negotiating Committee reserves the right to take economic action if the parties are unable to agree to modifications of this Article.

Section 4. Temporary Transfer Boards

An Employer may establish a voluntary bid board at any location for drivers to make themselves available for transfer to another terminal location on a temporary work assignment for a period of seven to thirty days, when supplementing of the board at the location is required due to temporary increases in traffic demand. Such drivers will work off the bottom of the board at the temporary transfer location, subject to the rules and conditions in effect at that terminal. The Employer may fill temporary transfer positions by seniority among drivers hired on or after June 1, 2011 if sufficient volunteers cannot be obtained.

While on temporary transfer, the driver shall be entitled to motels and meals starting with his first dispatch from the foreign terminal.

Meals will be paid as follows:

Breakfast	\$9.00 \$10.00
Lunch	\$10.00
Dinner	\$12.00 \$15.00

When less than a full day is involved enroute from the location of the temporary transfer back to or toward his home terminal meals shall be paid as follows:

(a) A driver dispatched from temporary transfer terminal prior to 12:00 noon shall receive ~~\$9.00~~**\$10.00**.

(b) A driver dispatched from temporary transfer terminal after 12:00 noon but before 5:00 p.m. shall receive ~~\$19.00~~**\$20.00**.

(c) A driver dispatched from temporary transfer terminal after 5:00 p.m. shall receive ~~\$31.00~~**\$35.00**.

Section 5. System Transit Driver Boards

An Employer may establish a voluntary bid board at

any location for drivers who will operate as system transit drivers on separate work assignments consisting of tours of duty of up to three successive weeks at a time, during which tour of duty they will be routed and dispatched through the Company’s central dispatch department. Bidding for such boards will be voluntary, and such boards will be re-bid every six months. Such boards will be limited in size at each location to 10% of the location’s total seniority list. The Employer may fill system transit positions by seniority among drivers hired on or after June 1, 2011 if sufficient volunteers cannot be obtained. The ten percent (10%) restriction shall not be applicable to new hires.

System transit drivers will work in the Company’s system for up to three weeks per tour of duty, and thereafter will be entitled to time off at their home terminal location. During each tour of duty system transit drivers will be dispatched in a manner to maximize their loaded miles, but will be limited to no more than two successive trips out of the same terminal locations; and will operate in a manner to maximize their available hours of service.

Section 6.

ARTICLE 43. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 44.

SAFETY AND D.O.T. LOGS

NO CHANGE

ARTICLE 45. TERMINAL ADDITIVE

Section 1. Loading and Preparing for Trip

(a) There shall be paid a terminal additive subject to a one (1)-hour minimum which specifically compensates the driver for loading and all services and time spent in preparing for each trip. All time in excess of one (1) hour shall be paid for at the appropriate hourly rate. However, in no case shall an employee be paid more than eight (8) hours’ waiting time out of every twenty-four (24)-hour period at the terminal. The word “services” mentioned above shall be defined to include the following:

- (1) Waiting for equipment assignment;
- (2) Waiting for bills;

(3) Loading, including waiting for cars; and

(4) Miscellaneous services such as checking tires, gas, oil, lights, wires, and waiting for very minor equipment repairs.

(b) Terminal Additive Rates—Terminal additive rates effective **June 1, 2023, June 1, 2024, and June 1, 2025** ~~June 1, 2017, June 1, 2018, June 1, 2019 and June 1, 2020~~ shall be adjusted in accordance with the cost-of-living allowance set forth in Article 23 of the National Master Agreement. Excessive loading time in excess of the one (1) hour as set forth in (a) above shall be computed on the basis of the current hourly rate, including cost-of-living increases. However, these terminal rates will be adjusted to reflect prior diversions of COLA to health & welfare and pension plans.

Effective	Increase
April 2, 2017	30 cents per hour
June 1, 2017	30 cents per hour
June 1, 2018	30 cents per hour plus COLA
June 1, 2019	35 cents per hour plus COLA
June 1, 2020	45 cents per hour plus COLA
<u>Effective 6/1/22</u>	<u>9%</u>
<u>Effective 6/1/23</u>	<u>5% plus COLA</u>
<u>Effective 6/1/24</u>	<u>4% plus COLA</u>

(c) Incentive Loading Program—It is mutually agreed with respect to the subject matter of loading and/or terminal additive, it shall not be a violation of this Agreement if a Local Union and an Employer voluntarily agree to and mutually work out the procedures, amounts of pay and methods of an incentive loading program and/or terminal additive (prior customs and practices will not be used as a maintenance of standards) to cover only those drivers that are domiciled at the respective terminal facility where such a program is worked out. Any such program mutually agreed to between the Employer and the Local Union is applicable to only those drivers domiciled and working out of the terminal facility and any such program is subject to the approval of only the drivers immediately involved and affected by such program, by being domiciled and working at the respective terminal. The terms and conditions of any agreed loading program, after having been approved by the drivers affected shall be set forth in writing and submitted to the Eastern Area Automobile Transporters Joint Committee for approval. If approved by the Joint Committee, such substituted loading program shall be set forth in the Local Rider. In the event the parties fail to agree to an incentive loading program, no program of any type or nature will be implemented and the employees shall be governed by the provisions of (a) and (b) above.

The Employer will provide training to any employees

who are assigned a new type of equipment or equipment with any new type of securement devices.

ARTICLE 46. PAID-FOR TIME

Section 2. Layovers, Breakdowns or Impassable Highways

When a driver is delayed through no fault of his own, due to weather conditions, waiting over weekends and/or holidays, impassable highways or equipment breakdowns and/or unnecessary delays at destinations, he shall notify the home office or nearest terminal by telephone of such condition and ask for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than ten (10) hours out of every twenty-four (24)-hour period.

The Employer shall pay any driver's delay time outside of the terminal in accordance with drivers' logs, subject to the Employer's notification or verification procedures.

Delay time due to running out of fuel resulting from proven mechanical failure, or when driver complies with Employer fueling procedure, shall be paid at the appropriate hourly rate.

Where an employee is required to stay with equipment, as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations which occur through no fault of the driver, he shall be paid for all time while delayed. Upon returning to the home terminal or completion of the trip, the driver must present any claim for waiting time to the Employer personnel on duty in order to receive pay for such claim.

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

The provisions of this Section will not rule out grievances where the destination of delivery is restricted.

Section 5. Split Deliveries (Skid Drops)

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

It is assumed, for the purpose of this Section, that a driver will load his unit in such a manner that the closest deliveries will be made first without having to go through the trouble of unloading and reloading. These are limited to situations where a vehicle can only be loaded in certain positions on the trailers because of the type of trailer and the size of vehicle, etc. Even in such latter instances, if an Employer instructs a driver to deliver to the farthest point first and backtrack in order to make his other deliveries, the instructions must be followed and the driver will be paid for all mileage traveled until the complete load is delivered. This is in addition to any compensation received for split deliveries under Section 4 of Article 48 of this Agreement. Where a driver is instructed to deliver to the closest point first and has to unload and reload a vehicle or vehicles in order to make a delivery, he shall be paid a premium of ~~three dollars (\$3.00) per vehicle, effective June 1, 2005~~ ~~three dollars and twenty five cents (\$3.25) per vehicle,~~ or such amounts spelled out in the Local Rider for such additional work, each time he performs such work. ~~Effective June 1, 2006 and June 1, 2007,~~ this premium shall be increased **June 1, 2023 9%, June 1, 2024 5%, and June 1, 2025 4%** ~~twenty five cents (\$0.25) in each year of the Agreement.~~ This is in addition to any compensation received for split deliveries under Section 4 of Article 48 of this Agreement.

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

ARTICLE 47. LODGING

NO CHANGE

ARTICLE 48. WAGES AND OTHER MONETARY ITEMS

Section 1.

(a) Basic Mileage Rate

Effective	
April 2, 2017	\$1.2250 per loaded mile
June 1, 2017	\$1.2397 per loaded mile
June 1, 2018	\$1.2546 per loaded mile
June 1, 2019	\$1.2722 per loaded mile
June 1, 2020	\$1.2951 per loaded mile
<u>Effective 6/1/22</u>	<u>9%</u>
<u>Effective 6/1/23</u>	<u>5%</u>
<u>Effective 6/1/24</u>	<u>4%</u>

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

(b) Rail Diversion (Article 22)

The following mileage rates shall apply to agreements relating to the application of Article 22 to rail diversion. With respect to any pre-existing agreements approved in accordance with Article 22 under prior contracts, mileage rates paid under those agreements shall be increased by ~~3.0% per running mile and 1.2% per loaded mile (0.6% on half (1/2) rates) effective April 2, 2017, June 1, 2017 and June 1, 2018, 3.0% per running mile and 1.4% per loaded mile (0.7% on half (1/2) rates) effective June 1, 2019, and 3.0% per running mile and 1.8% per loaded mile (0.9% on half (1/2) rates) effective June 1, 2020.~~

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

Effective April 2, 2017		
Full/Half Agreement	Full \$1.2250	Half \$0.6125
	@ loaded-mile	@ loaded-mile
Running Mile Agreements	63.628 cents @ running-mile	

Effective June 1, 2017		
Full/Half Agreement	Full \$1.2397	Half 61.99-cents
	@ loaded-mile	@ loaded-mile
Running Mile Agreement	65.537 cents @ running-mile	

Effective June 1, 2018		
Full/Half Agreement	Full \$1.2546	Half 62.73-cents
	@ loaded-mile	@ loaded-mile
Running Mile Agreement	67.503 cents @ running-mile	

Effective June 1, 2019		
Full/Half Agreement	Full \$1.2722	Half 63.61-cents
	@ loaded-mile	@ loaded-mile
Running Mile Agreement	69.528 cents @ running-mile	

Effective June 1, 2020

Full/Half Agreement	Full \$1.2951	Half 64.755-cents
	@ loaded-mile	@ loaded-mile
Running Mile Agreement	71.614 cents @ running-mile	

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

Section 2. Rates for Vehicles

(a) For the movement of six (6) or more vehicles, the driver shall be paid a ~~one dollar (\$1.00)~~ premium for each additional vehicle beyond the fifth (5th) vehicle.

(b) Local Flat Rates—The method of application and amount of local flat rates shall be set forth in the parties Local Rider.

Effective flat rates shall be increased as follows:

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

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

(c) Effective April 2, 2017, the rate of pay for the shortest leg of all noncompetitive return hauls shall be at the mileage rate of \$1.034; ~~effective June 1, 2017, the rate of pay for the shortest leg of all noncompetitive return hauls shall be at the mileage rate of \$1.0464; effective June 1, 2018, the rate shall be \$1.05896; effective June 1, 2019, the rate shall be \$1.0738; effective June 1, 2020, the rate shall be \$1.0931.~~

Section 3. Hourly Rates

(a) Truckaway Drivers

	Contract & Common Carriers
Effective	
April 2, 2017	\$24.11
June 1, 2017	\$24.41
June 1, 2018	\$24.71
June 1, 2019	\$25.06

June 1, 2020	\$25.51
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

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

(b) Hourly Rated Employees

All hourly rated employees in the yard and office classification covered by this Agreement shall receive a basic wage increase as follows:

Effective	Contract & Common Carriers
April 2, 2017	\$0.30
June 1, 2017	\$0.30
June 1, 2018	\$0.30
June 1, 2019	\$0.35
June 1, 2020	\$0.45
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

All hourly rated employees in the garage classification covered by this Agreement shall receive a basic wage increase as follows:

Effective	Contract & Common Carriers
April 2, 2017	\$0.40
June 1, 2017	\$0.40
June 1, 2018	\$0.40
June 1, 2019	\$0.40
June 1, 2020	\$0.50
Effective 6/1/22	\$4.00
Effective 6/1/23	5%
Effective 6/1/24	4%

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

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

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

Lead person shall be paid an additional one dollar (\$1.00) per hour over and above his classification rate of pay.

Section 4.

The split delivery rates referred to in Article 46, Section 6, are as follows:

SPLIT DELIVERIES

(Cities under 600,000)

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st Skid	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92
Drop					
2nd Skid	\$5.86	\$5.93	\$6.00	\$6.08	\$6.19
Drop					
3rd Skid	\$6.61	\$6.69	\$6.77	\$6.86	\$6.98
Drop					
4th Skid	\$7.29	\$7.38	\$7.47	\$7.57	\$7.71
Drop					
5th Skid	\$8.00	\$8.20	\$8.30	\$8.42	\$8.57
Drop					
6th Skid	\$8.94	\$9.05	\$9.16	\$9.29	\$9.46
Drop					
7th Skid	\$9.76	\$9.88	\$10.00	\$10.14	\$10.32
Drop					
8th Skid	\$10.57	\$10.70	\$10.83	\$10.98	\$11.18
Drop					
9th Skid					
Drop					
and over	\$11.43	\$11.57	\$11.71	\$11.87	\$12.08

SPLIT DELIVERIES IN LARGE CITIES

(Cities over 600,000)

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

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
1st Skid	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92
Drop					
2nd Skid	\$8.02	\$8.12	\$8.22	\$8.34	\$8.49
Drop					
3rd Skid	\$8.68	\$8.78	\$8.89	\$9.01	\$9.17
Drop					

4th Skid Drop	\$9.31	\$9.42	\$9.53	\$9.66	\$9.83
5th Skid Drop	\$10.18	\$10.30	\$10.42	\$10.57	\$10.76
6th Skid Drop	\$11.01	\$11.14	\$11.27	\$11.43	\$11.64
7th Skid Drop	\$11.80	\$11.94	\$12.08	\$12.25	\$12.47
8th Skid Drop	\$12.64	\$12.79	\$12.94	\$13.12	\$13.36
9th Skid Drop					
and over	\$13.46	\$13.62	\$13.78	\$13.97	\$14.22

Effective 6/1/18	—	\$207.67
Effective 6/1/19	—	\$210.58
Effective 6/1/20	—	\$214.37

Note: Boston, Massachusetts shall be considered as a city over 600,000 as defined by the Joint Arbitration Committee.

**Section 5. Specific Terminal to Dealer Rates
(Zone & Flat Rates)**

Contract and common carriers (truckaway drivers) rates from specific terminals to specific dealers, as defined in accordance with the present practices, shall be increased on:

April 2, 2017	1.2%
June 1, 2017	1.2% plus COLA
June 1, 2018	1.2% plus COLA
June 1, 2019	1.4% plus COLA
June 1, 2020	1.8% plus COLA
Effective 6/1/22	9%
Effective 6/1/23	5% plus COLA
Effective 6/1/24	4% plus COLA

The above increases exclude shuttles and incentives which will be worked out on a local basis.

The applicable terminal additive as set forth in Article 45, Section 1(b) shall be paid in addition to the rate.

Section 15. Tool Allowance

~~As of December 15th of each contract year, each shop employee and equipment installer required to supply tools valued in excess of fifty dollars (\$50.00) and having minimum of twelve (12) months seniority shall receive a tool allowance as set forth below.~~

Effective 4/2/17	—	\$202.78
Effective 6/1/17	—	\$205.21

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

Effective December 1, 2022 and each year thereafter the Employer will provide a tool allowance of one thousand dollars (\$1,000.00) to diesel mechanics. This provision supersedes all Local Rider Agreements; except Local Rider Agreements which provide a higher tool allowance, in which case mechanics currently receiving such higher amount shall be red-circled.

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

Each mechanic and equipment installer will submit an inventory of tools and tool boxes and their values June 1st of each year and, after approval by the Employer, these values will stand as a basis for monetary reimbursement to the employee in the event of fire damage occurring at the terminal.

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum liability shall not exceed ~~twenty~~ **fifteen** thousand dollars (\$~~20~~**15**,000.00). The mechanic must submit a signed, written and dated inventory to the Employer in order to qualify for this insurance coverage, subject to the Employer verification.

Section 21.

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

ARTICLE 49. OWNER-OPERATOR

NO CHANGE

ARTICLE 50. VACATIONS

Section 2. Other Than New Employees

(a) As of June 1st each year, employees with more than one (1) year of service but less than nine (9) years shall be entitled to two (2) weeks' vacation with pay in advance. Vacation pay will be based on four percent (4%) of his earnings during the period from June 1st to May 31st.

(b) As of June 1st each year, employees with nine (9) years of service but less than fifteen (15) years shall be entitled to three (3) weeks' vacation with pay in advance. Vacation pay will be based on six percent (6%) of his earnings during the period from June 1st to May 31st.

(c) As of June 1st each year, employees with fifteen (15) years or more of service but less than twenty (20) years shall be entitled to four (4) weeks' vacation with pay in advance. Vacation pay will be based on eight percent (8%) of his earnings during the period from June 1st to May 31st.

(d) As of June 1st each year, employees with twenty (20) years or more of service shall be entitled to five (5) weeks' vacation with pay in advance. Vacation pay will be based on ten percent (10%) of his earnings during the period from June 1st to May 31st.

(e) As of June 1st each year, employees with twenty-five (25) years or more of service shall be entitled to six (6) weeks' vacation with pay in advance. Vacation pay will be based on twelve percent (12%) of his earnings during the period from June 1st to May 31st.

(f) ~~(e)~~ As of June 1st each year, any employee maintaining seniority status with the Employer but not carried on the active seniority list on said June 1st due to a reduction in forces shall receive vacation pay, provided he has qualified in accordance with Section 1, above.

Section 3. When Taken

(a) Vacations shall be set by the Employer in calendar weekly increments with due regard to desires and preferences in accordance with the seniority of the employees consistent with efficient operations. In line with the above, employees may bid to take their vacations in separate weekly increments, adjacent weekly increments, or a combination of both.

Vacation bids must be submitted by the employee by March 1, preceding the vacation year (June 1st to May 31st). Once the vacation schedule is established, there shall be no modification unless otherwise mutually agreed.

An employee's vacation check will be given to such

employee prior to leaving on his vacation except as otherwise provided in local agreements.

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

(1) Employees must be eligible for two (2) or more weeks vacation.

(2) Employee must give ~~three (3)~~ ~~seven (7)~~ days written notice to his/ her Employer. The Employer must respond in writing within ~~forty eight (48)~~ **twenty-four (24)** hours, excluding Saturdays, Sundays or holidays. **Up to five (5) of such days, however may be taken without prior notice.**

(3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.

(4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.

(5) An employee will be allowed to use only ~~one (1)~~ **two (2)** weeks of vacation (one day at a time) during the vacation year.

(6) Employee must notify his/her Employer in March (Article 50, Section 3(a)) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.

(7) Full week vacations shall have preference over single day vacations.

(8) The Local Union and Employer will use this section unless mutually agreed otherwise.

(9) Notwithstanding the provisions of Section 3(a) above, when the employee takes the first segment of such segmented vacation, he/she will be paid for a full week's vacation in the payroll period prior to the employee's first scheduled segment. The remainder segments shall be taken without pay.

(c) Holiday During Vacation—If an employee takes his vacation during a week in which one of the specified holidays occur, he shall be entitled to holiday pay in addition to his vacation pay.

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

(d) Illness or Injury—Employees losing a calendar month or major portion thereof due to illness under the doctor's care or occupational injury under doctor's care shall have vacation pay for the respective month(s) computed as follows:

- 2% classification—one half (1/2) day per month;
- 4% classification—one (1) day per month;
- 6% classification—one and one half (1 1/2) days per month;
- 8% classification—two (2) days per month;
- 10% classification—two and one half (2 1/2) days per month.
- 12% classification – three (3) days per month.**

A day as used herein shall be paid at eight (8) times the appropriate straight-time hourly rate.

Any employee who does not perform a minimum of thirty (30) days' work between June 1st and the following May 31st during the vacation year subsequent to the injury shall not receive a vacation for that year as provided in this subsection. This shall apply irrespective of past practice, and shall not be subject to Maintenance of Standards.

Local Unions having the optional vacation plan set forth in their respective Riders shall maintain such plan in accordance with past practice.

(e) Vacation Compulsory—Vacations must be taken. No employee shall be permitted to work during his vacation unless there are unusual and extenuating circumstances and it is agreed to by the Employer and the Union.

(f) Any employee who works any part of any contract year (June 1st May 31st) shall receive full vacation credit due that year.

ARTICLE 51. HOLIDAYS

Section 1.

Employees shall be paid for the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Good Friday; Thanksgiving Day; 4Day after Thanksgiving;

Christmas Eve; Christmas Day and, for drivers hired prior to September 1, 2015, two (2) paid holidays in the form of a personal holiday and for drivers hired after September 1, 2015, one (1) personal holiday. Personal holiday(s) can be taken with ~~seven (7) days~~ **seventy-two (72) hours** advance notice to the Employer subject to the guidelines issued by the National Negotiating Committee.

Should any of the above-named holidays fall on Sunday, the following Monday shall be observed as the holiday.

Section 4.

Employees required to work on any of the above listed holidays shall be paid double their normal rate of pay in addition to their holiday pay.

Drivers performing work on holidays listed above shall be paid **for actual time spent working, a total of four (4) straight time hours** in addition to **holiday pay, except in locations where local agreements currently provide more wages for working on holiday(s), then those agreements will apply.** ~~any monies earned by the employees on such holidays. In no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay. In the event this subsection and/or a Local Rider provides for holiday premium pay for work performed on a holiday, drivers would not be entitled to the additional four (4) hours' pay as above set forth. In the event, however, a driver does not receive the equivalent of four (4) hours' pay for work performed on a holiday pursuant to this subsection and/or a Local Rider, such driver shall receive the difference in pay between four (4) hours and the monies actually earned in accordance with this subsection or a Local Rider.~~

Section 5. Holiday Pay

For all employees, holiday pay shall consist of eight (8) hours' pay at the straight-time hourly rate.

ARTICLE 52. PENSION AND HEALTH & WELFARE PAYMENTS

MAINTENANCE OF BENEFITS

ARTICLE 53. COMPANY RULES

MAINTENANCE OF BENEFITS

ARTICLE 54. CARGO DAMAGES

NO CHANGE

ARTICLE 55. WORKDAY—WORKWEEK

Section 3.
A shift differential of twenty-five cents (25¢) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M.

ARTICLE 56. ROAD OBSERVERS

NO CHANGE

ARTICLE 57. RETROACTIVITY

It is agreed that all wages or money allowances increased in this Agreement, shall be paid retroactive to ~~April 2, 2017~~ June 1, 2022.

ARTICLE 58. TERMINATION CLAUSE

NO CHANGE

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

FOR THE UNION

LOCAL UNION NO _____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

PART II—DRIVEAWAY

ARTICLE 59. SCOPE OF AGREEMENT

Section 1.

This Part II encompasses driveaway operations located within the Eastern Area.

~~Article 5 of the National Agreement shall not be applicable outside the Eastern Area. Article 2, Sections 5 and 7 shall not be applicable to this Part II Eastern Driveaway Supplement.~~

ARTICLE 60.

Section 1. New Employees

Any employee hired as a casual or part-time worker shall not become a seniority employee. Under these provisions where it has been agreed by the Employer and the Local Union, in writing, that he was hired for casual or part-time work. A list of employees with their hiring dates and social security numbers will be furnished to the Local Union.

Casual and part-time employees shall be given an opportunity to qualify as regular employees if available when needed and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment and shall accumulate seniority from the date of regular employment.

It shall be a proper subject for Rider negotiations to~~The Employer shall~~ establish an efficient procedure to dispatch probationary employees to assure a proper continuation of their training and to ~~establish~~ negotiate training rates of pay. If the parties cannot reach agreement, either party can request the assistance of the appropriate Area Committee.

ARTICLE 61. STEWARDS

NO CHANGE

ARTICLE 62. SENIORITY

Section 1.

Seniority rights for employees as provided under this Part II and all agreements supplemental hereto, shall prevail. Seniority shall only be broken by discharge, voluntary quit, more than a ~~four (4) year~~ **seven (7)-year** layoff, unless otherwise provided herein, or as the appropriate Area Arbitration Committee may direct during the ~~fourth (4th)~~ **seventh (7th)** year.

The extent to which seniority shall be applied as well as the methods and procedures of such application shall be clearly set forth, in writing, in this Part II including approved Local Riders.

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

Recall From Layoff

(b) Employees may be recalled by phone ~~or email; if the employee is not reached by phone,~~ **the Employer shall notify the employee by certified mail and the**. The employee shall notify the Employer of intent to return to work within three (3) days of receipt of notice. If the laid-off employee has another job or has made verifiable arrangements that prevents return to work within the three (3) days, then the employee ~~may be afforded~~ **can take** up to fourteen (14) days to return to work.

Section 4. Additional Help

(a) Where additional help is needed by any Employer at a terminal, including terminals of commonly owned Employers signatory to this Part II, over and above that provided for in Section 7(a) of Article 5 of the National Master Automobile Transporters Agreement, said additional or supplemental work shall be offered to the oldest laid-off employees of the Employer involved, **on a voluntary basis**. Those employees accepting said supplemental work at another terminal **on a voluntary basis** shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes. However, when work picks up at the employee's regular terminal, he will be ~~required~~ **given an opportunity** to go back to his regular terminal and, ~~will~~ **if he elects to remain at the new terminal, then he** no longer ~~will~~ **hold his terminal seniority position at the old terminal but will remain at the new terminal with terminal seniority as of the date he transferred into the same and his layoff at said new terminal would be in accordance with his terminal seniority.**

(b) Laid-off employees transferred under (a) above must remain at the new terminal until such time as they are laid off or called back to their old terminal. **An**

employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee refuses recall to that particular terminal or otherwise loses seniority under any Article of this Part II.

(c) It will not be necessary for the Employer to transfer an employee or for a laid-off employee to return to the former terminal under Section 4(a) above, if the work available is for less than thirty (30) days.

(d) (1) At terminals with a common seniority list, a transfer will be offered by seniority to regular qualified employees regardless of classification position to be filled.

(2) At terminals with separate seniority lists, a transfer will be offered by seniority within classification before offer is made to other qualified employees.

~~3.(e)~~ Laid off probationary employees shall not have additional help rights under this Article.

~~(e)(d)~~ Laid-off employees to qualify for transfer as called for above must designate to the Employer, in writing, their willingness to accept a work assignment at another company terminal and/or branch in their regular classification or in another classification in which they are qualified by experience with the Employer to perform the work. The Employer will supply a form at the time of layoff.

~~(f)-(e)~~ Employees seeking to transfer to other facilities must designate, in writing, at time of layoff which facilities they will or will not transfer to at the time of layoff. Employees will be offered a particular location only one (1) time during their layoff period.

~~If offered additional help at an elected facility, the employee must accept the additional help offer.~~

~~(g) (f)~~ All laid-off employees will be offered, in company seniority order, additional help work opportunities covered by the Central-Southern and Western Area Supplemental Agreements after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

Employees accepting such additional help opportunity at locations covered by the Central-Southern or Western Area Supplemental Agreements will be

assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work opportunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing pursuant to Article 5, Section 7 (a) (3) of the Master Agreement. ~~Employees accepting additional help outside of the Eastern Area shall be paid in accordance with this Eastern Area Driveaway Supplement. Employees covered by the Central-Southern or Western Area Supplemental Agreements accepting additional help and other work opportunities within the Eastern Area shall be paid in accordance with this Eastern Area Driveaway Supplement.~~

Employees accepting such additional work opportunity at locations covered in this Section shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.

Laid-off employees transferred under (a) above must remain at the new terminal until such time as they are laid off or called back to their old terminal. An employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee refuses recall to that particular terminal or otherwise loses seniority under any Article of this Part II.

ARTICLE 63. DISCHARGE OR SUSPENSION

NO CHANGE

ARTICLE 64. UNIFORM RULES AND REGULATIONS

NO CHANGE

ARTICLE 65. EXAMINATIONS AND IDENTIFICATION FEES

Section 1.

~~All classifications of work covered by this Part II Driveaway Supplement shall be subject to substance abuse testing in accordance with Article 30, Section 14 of the National Agreement.~~

Section 2.

Physical, mental or other examinations required by a

government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations, except for chauffeurs' and operators' licenses in the city or state where driver is employed. The Employer shall pay for all other such chauffeurs' licenses and examinations. Employees will not be required to take examinations during their working hours. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two (2) year period, the employee will be paid for all time spent at the place of examination except in the case of the first (1st) physical. The Employer reserves the right to select its own doctor and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor whose decision shall be final and binding on both parties. The selection of the third (3rd) doctor shall be made within seven (7) days. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

Where employees are injured on the job and are referred to a specialist by the Employer's doctor, if the specialist approves them to go back to work, they should be put to work at once or the Employer will be liable for eight (8) hours' pay for each day that the Employer keeps them off after receiving the specialist doctor's report.

An employee is required to go to the doctor selected by the Employer.

Section 32.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification shall be borne by the Employer.

ARTICLE 66. LODGING

Comfortable, sanitary lodging shall be provided by the

Employer in all cases where an employee is required to take a statutory rest period away from the home terminal, provided bona fide receipt is given to the Employer by the employee. The Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon.

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

The Employer and the Local Union may mutually negotiate a per diem rate for lodging expenses in their respective Local Riders.

ARTICLE 67. REPORTING AND DISPATCH TIME

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

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

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

(B) (2) Non-Vaccinated Driver(s) - Backhaul Terminal Drivers who are not "vaccinated" in accordance with Canadian vaccination laws or ordinances will be able to pick in seniority order at a backhaul terminal, unless the non-vaccinated driver(s) will displace vaccinated driver(s) at dispatch based on

seniority and their inability to enter Canada. Non-vaccinated driver(s) who force senior drivers on a Canadian load. At that point, the non-vaccinated driver would be sent home. This subsection will be null and void if driver(s) who are not vaccinated are allowed to enter Canada.

ARTICLE 68. VACATIONS

Section 1.

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have worked twelve (12) months for the first (1st) year and each year thereafter up to the ~~(4th) fourth~~ (3rd) third year;

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

(b) Employees will be allowed to take two (2) weeks of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:

(1) Employees must be eligible for one (1) or more weeks vacation.

(2) Employee must give three (3) seven (7) days written notice to his/her Employer. The Employer must respond in writing within twenty-four (24) forty-eight (48) hours, excluding Saturdays, Sundays or holidays. Up to five (5) of such days, however, may be taken without prior notice.

(3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.

(4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.

(5) An employee will be allowed to use only two (2) weeks of vacation one day at a time during the vacation year.

(6) Employee must notify his/her Employer (Article 68, Section 3) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.

(7) The Local Union and Employer will use this section unless mutually agreed otherwise.

(a) (8) Notwithstanding the provisions of Section 3(a) above, when ~~T~~the employee takes the first segment of such segmented vacation, he/she will be paid for a full week's vacation in the payroll period prior to the employee's first scheduled vacation segment. The remaining segments shall be taken without pay.

(c) To qualify for the first (1st) vacation, the employee must be employed for twelve (12) months and be on the active seniority list at the end of the first (1st) twelve month period. If the employee is not on the active seniority list at the end of the first (1st) twelve month period, the employee shall be eligible to receive the first vacation when the employee returns to the active seniority board; to qualify for each vacation period thereafter, it is sufficient if the employee works ten (10) months out of the twelve (12)-month period, but in no event can the employee earn more than the one (1) vacation in each twelve (12)-month period.

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

Section 2.

The vacation pay shall be computed on the basis of ~~forty (40) hours per week~~ **two percent (2%) of the annual earnings of employees for said twelve (12)-month period and a like amount for each additional week's vacation**; only regular employees on the seniority list shall be eligible for vacation pay.

Section 6.

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

Section 67.

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

Employees shall be entitled to an additional day off for each holiday that occurs during their vacation period, however, they must advise their Employer of their date of return, prior to leaving on their vacation.

Section 78.

Vacation pay shall be paid by separate check.

ARTICLE 69. HOLIDAYS

Section 1.

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

Section 2.

All employees, except probationary employees, who are available for work preceding ~~and/or~~ following an observed holiday shall be paid eight (8) hours at the hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or **for a period not exceeding six (6) months due to** on-the-job injury, he is considered to be available for work.

If employees (excluding road drivers) are required to work on any of these days, they shall receive their normal rate of pay for the time worked in addition to the eight (8) hours' holiday pay.

Drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide more than a total of twelve (12) straight-time hours of holiday pay.

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

If a driver, through no fault of his/her own, is forced to travel via air transportation on a paid holiday, the driver will be considered eligible for the applicable four (4) hour holiday pay.

ARTICLE 70. PENSION AND HEALTH & WELFARE PAYMENTS AND 401(K)

Section 1.

~~During the life of this Agreement, the Employer shall contribute three dollars (\$3.00) per hour to a maximum of seven hundred fifty dollars (\$750.00) per month toward single person health insurance coverage for full-time regular employees. Coverage shall commence after thirty (30) days of non probationary employment. The type of coverage shall be worked out between the Employer and Local Union. Casual or extra employees shall not be entitled to health insurance.~~

~~If permitted by the agreed upon insurance provider, an employee who is otherwise covered by medical insurance, such as through a spouse's policy may opt out of the Employer's health insurance coverage and receive in lieu thereof two hundred fifty dollars (\$250.00) per month to a maximum of three thousand dollars (\$3,000.00) per year payable the first full pay period in December.~~

~~In order to opt out of coverage an employee must do so in writing on a form provided by the Employer and must provide the Employer with acceptable proof that the employee is covered by other insurance. Employees who lose their coverage may be added back to the Employer's hospitalization coverage, subject to all plan rules.~~

The Employers agree to make the following maximum increased contributions into each Health and Welfare Plan and each Pension Plan of the respective Local Union parties hereto, as follows:

(a) Beginning August 1, 2011, the Employer shall contribute to a Pension Fund the sum of sixty-eight dollars and forty cents (\$68.40) per day for each day worked, to a maximum of five (5) days per week or three hundred forty-two dollars (\$342.00).

By execution of this Part II, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund agree that one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week of the pension contribution required under this Article shall be allocated to a separate account established by the Board of Trustees pursuant to Section 401 (h) of the Internal Revenue Code for the purpose of providing prescription drug benefits or such other benefits as determined by the Board of Trustees to Medicare eligible participants of the Central States Pension Fund who work and retire under this Part II and who otherwise meet the eligibility requirements of the pension plan.

(b) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless specifically stated otherwise in this Part II.

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

(d) During the life of this Agreement, the Employer shall continue to make contributions to the appropriate Health and Welfare and Pension Funds in such amount as is determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.

By the execution of this Part II, the Employers party to this Part II agree to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 2. ~~Pension.~~

~~The Employer shall contribute three percent (3%) maximum to the Teamsters 401(k) Plan or Defined Contribution Plan on behalf of each eligible employee as agreed upon by the Employer and Local Union.~~

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the

required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required ~~health insurance~~ contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than ~~six (6)~~ **twelve (12)** months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the health ~~insurance~~ **& welfare and pension fund** during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the health & welfare and pension fund, regardless of whether the equipment rental is at the minimum rate or more.

Contributions to the health & welfare and pension fund must be made for each week on each regular or extra employee, even though such employees may work only part time under the provisions of this Part II, including weeks where work is performed for the Employer but not under the provisions of this Part II, and although contributions may be made for those weeks into some other health & welfare and pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Part II shall not be covered by the provisions of this paragraph. The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Eastern Area (Part II - Driveaway) Supplemental Agreement are eligible to participate in the health & welfare and pension program provided for under this Article.

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by

majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

The Employer shall make contributions into the applicable pension fund in the maximum amount agreed to as established by the applicable pension fund for casual or extra employees. The pension fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on the employee's behalf.

Section 3.

The Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH & WELFARE AND PENSION FUNDS.

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

ARTICLE 71. PAY CONDITIONS**Section 2. Payday**

Employees' payday shall be no later than the ending of the last weekly, bi-weekly or bi-monthly pay period except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours, a supplemental method of payment will be made. Unless changed by mutual agreement of the Local Union and the Employer, **the current one week holdback shall remain in effect.**

Section 3.

The Employer agrees to itemize paychecks, including deductions, **and individually place the checks in sealed**

envelopes, unless otherwise agreed.

Section 4.

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

Section 5.

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

ARTICLE 72. RIDERS

NO CHANGE

ARTICLE 73. SPECIAL DRIVERS

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

ARTICLE 73.4. RETURN TRANSPORTATION

Section 2.

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

(b) Coach plane fare shall be allowed on trips over three hundred (300) miles from the home terminal or next pickup point based on Household Goods point-to-point mileage. A Local Union and an Employer, by mutual agreement, can work out a mileage allowance in lieu of coach plane fare. When a mileage allowance is worked out in lieu of actual coach plane fare in a Local Rider, no receipt will be necessary; however, in absence of such an agreement, a receipt will be necessary before a driver will be reimbursed. Existing Local Rider conditions shall not be affected by provisions of this paragraph. Drivers will be given the backhaul rate when driving a rental car.

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

accept the least expensive airfare.

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

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

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

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

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

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

Section 3.

Driver's Return Option - Home Domicile

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

of getting a driver back to his/her home domicile:

(a) A driver who starts his/her 7-day workweek from his/her home terminal can elect to return to his/her home domicile after driving at least 2,200 miles within that 7-day week. If a driver is within 300 miles of a backhaul location at his/her last delivery, driver may be required to take a backhaul.

(b) A driver who starts his/her 7-day workweek from his/her home terminal and who is in a backhaul situation during that workweek can elect to return to his/her home domicile after delivering 8 units or more within that 7-day week.

(c) A driver who starts his/her 7-day workweek from his/her home terminal and takes multiple trips out of his/her home domicile during that workweek can elect to return to his/her home domicile after logging at least 63 hours of compensated time for that 7-day week.

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

ARTICLE 745. PAID-FOR TIME

Section 2. Layovers, Breakdowns or Impassable Highways

When drivers are delayed through no fault of their own, such as weather conditions, waiting over weekends and/or holidays, impassable highways or breakdowns, or unnecessary delays at terminals or destinations, **to included delays at Canadian or Mexican borders,** they shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except

where an employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the drivers shall be paid for all time while delayed, and further provided that the driver shall present upon return or completion of trip claim for waiting time where the Employer has personnel on duty to receive same.

(a) When a driver breaks down on the initial leg of a trip, he/she shall receive the difference between the hours he/she had actually driven on that day and ten (10) driving hours (i.e.: the balance of ten (10) hours) whether the breakdown occurs on the first day of that leg of the trip in a subsequent day. Thereafter, driver shall be paid eight (8) hours for every twenty-four (24) hours that pass until the truck is repaired. If a subsequent breakdown occurs on the same leg of the trip, or on any subsequent leg of the trip, the driver shall receive the balance of eight (8) hours pay for that day.

(b) The above application would also be used if the driver experiences another breakdown on a second or third leg of a trip, it being the intent that the balance of the ten (10) hour rule would be applicable only one time on each leg of the multiple leg trip.

(c) Any delay time or breakdown time is to be included in the paycheck for the pay period within which it is reported or no later than the next pay period. **Any Employer failing to comply with this Section shall pay a penalty of seven dollars and fifty cents (\$7.50) to each employee involved.**

The driver must be advised, in writing, within five (5) days excluding Saturdays, Sundays and holidays, of any contested delay time or breakdown time.

Section 4.

When a driver has returned from a trip and has turned in equipment (plates, permits, etc.) and completed paper work (trip sheets, logs, etc.) at the terminal, the Company shall make a reasonable effort to notify the driver of layoff prior to the next dispatch. **Failure to make a reasonable effort to notify the driver of layoff will result in the driver being paid six (6) hours pay in the event the driver subsequently reports to the terminal for dispatch.**

Section 5. Fueling

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

Upon submission of a valid receipt, drivers will be paid an additional \$3.00 for each time required to add D.E.F. to the fuel of the drive truck.

Section 6.

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

**ARTICLE 756. UNDECKING
PAYACCESSORIAL CHARGES**

Section 1.

The following fixed rates shall apply for the undecking:

2-way	—	\$45.00
3-way	—	\$65.00
4-way	—	\$85.00

The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024. The accessorial rates are increased 1.32% on June 1, 2011, 1.31% on June 1, 2012, 1.51% on June 1, 2013 and 1.69% on June 1, 2014.

Section 2. Governors, Baffle Plates

(a) If drivers are required to install or remove governors and/or return the same, they shall be paid as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$4.03~~
~~6/1/12 \$4.08~~
~~6/1/13 \$4.14~~
~~6/1/14 \$4.21~~

(b) If drivers are required to install and/or remove baffle plates and/or return the same, they shall be paid as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

6/1/11 S \$3.11

~~6/1/12 S \$3.15~~
~~6/1/13 S \$3.20~~
~~6/1/14 \$3.25~~

Section 3. Brakes S Lights

All present established practices pertaining to installation of brakes and lights shall continue. Drivers required to install or remove brakes, including hoses, shall be paid for such work as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$4.53~~
~~6/1/12 S \$4.59~~
~~6/1/13 S \$4.66~~
~~6/1/14 \$4.74~~

Section 4. Towbars, Hook or Unhook

(a) When a driver is required to hook up a towbar unit, the rate paid for each hookup in addition to his mileage rates shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$11.06~~
~~6/1/12 S \$11.20~~
~~6/1/13 S \$11.37~~
~~6/1/14 \$11.56~~

(b) When a driver is required to unhook towbars at destination, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$9.05~~
~~6/1/12 S \$9.17~~
~~6/1/13 S \$9.31~~
~~6/1/14 \$9.47~~

Section 5. Saddle or Bolster Mount

(a) When a driver is required to hook up saddle mount or bolster away from company terminal, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$13.27 (per deck)~~
~~6/1/12 \$13.44 (per deck)~~

~~6/1/13 \$13.64 (per deck)~~
~~6/1/14 \$13.87 (per deck)~~

(b) When the hookup, saddle mount or bolster is accomplished at the company terminal by the driver, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$13.27 (per deck)~~
~~6/1/12 \$13.44 (per deck)~~
~~6/1/13 \$13.64 (per deck)~~
~~6/1/14 \$13.87 (per deck)~~

(c) When a driver is required to dismount, saddle mount or bolster mount at destination, the rate paid shall be as follows for dismounting: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$11.06 (per deck)~~
~~6/1/12 S \$11.20 (per deck)~~
~~6/1/13 S \$11.37 (per deck)~~
~~6/1/14 \$11.56 (per deck)~~

Section 6. Full Mounts

When a driver is required to dismount full mounts, the driver shall be paid as follows in addition to his regular wages: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$23.97~~
~~6/1/12 \$24.28~~
~~6/1/13 \$24.65~~
~~6/1/14 \$25.07~~

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

Section 7. Drive Shafts

(a) When a driver is required to remove a drive shaft, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$3.11~~
~~6/1/12 S \$3.15~~
~~6/1/13 S \$3.20~~
~~6/1/14 \$3.25~~

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

are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$3.11~~
~~6/1/12 S \$3.15~~
~~6/1/13 S \$3.20~~
~~6/1/14 \$3.25~~

Section 8. Batteries

When a driver is required to install, remove and ship batteries, the rate paid shall be as follows for each physical battery as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$4.03~~
~~6/1/12 S \$4.08~~
~~6/1/13 S \$4.14~~
~~6/1/14 \$4.21~~

Section 9. Axle Shafts

(a) When a driver is required to remove axle shafts, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$3.11~~
~~6/1/12 \$3.15~~
~~6/1/13 \$3.20~~
~~6/1/14 \$3.25~~

(b) When a driver is required to replace axle shafts, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$3.11~~
~~6/1/12 \$3.15~~
~~6/1/13 \$3.20~~
~~6/1/14 \$3.25~~

Section 10. Tandems

(a) When a driver is required to tie-up tandems, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$4.03~~
~~6/1/12 S \$4.08~~
~~6/1/13 S \$4.14~~
~~6/1/14 \$4.21~~

(b) When a driver is required to untie tandems, the rate paid shall be as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 S \$4.03~~
~~6/1/12 S \$4.08~~
~~6/1/13 S \$4.14~~
~~6/1/14 \$4.21~~

Section 11. Split Deliveries

Drivers shall be paid a flat rate for each delivery after the delivery, except when the Employer pays the highest combination rate to the final destination, but in no event less than provided below: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$6.01~~
~~6/1/12 \$6.09~~
~~6/1/13 \$6.18~~
~~6/1/14 \$6.28~~

Section 12. Dismounting Wheels

When drivers are required to mount or dismount wheels with tires mounted, size 8 x 25 or larger, they shall be paid a flat rate per wheel per operation for such work as performed by the driver. as follows: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$3.89~~
~~6/1/12 \$3.94~~
~~6/1/13 \$4.00~~
~~6/1/14 \$4.07~~

Section 13. Installation of Mud Flaps

Drivers are to be paid as follows for each installation of mud flaps: The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023 and 4% on June 1, 2024.

~~6/1/11 \$3.89~~
~~6/1/12 \$3.94~~
~~6/1/13 \$4.00~~
~~6/1/14 \$4.07~~

Section 14. Deadheading

It is understood that the driveway minimum wage shall be computed upon the basis of the total miles traveled upon a given trip from and to the home terminal and the driver employee will be paid on not

less than one-half (1/2) total mileage of such round trip, if other than public transportation is used. Regular mileage rates of pay shall apply to miles traveled in excess of miles driven on trip.

Section 15.

When a driver is required to hook or unhook heavy duty military towbars, the driver will be paid two (2) hours' pay at the current hourly rates.

Section 16.

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

ARTICLE 767. DAILY GUARANTEE

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

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

ARTICLE 778. MILEAGE RATE

Section 1.

(a) Mileage rates in effect to June 1, 2022 ~~2011~~, shall be increased as follows:

Effective 6/1/22-6/1/11
12.0%
0.750 cents per mile

Effective 6/1/23-6/1/12
4.0%
0.750 cents per mile

Effective 6/1/24 6/1/13
4.0%
0.875 cents per mile

Effective 6/1/14
1.000 cent per mile

(b) The minimum mileage rate effective June 1, 2022-2014 shall be \$0.44325 per mile and shall receive negotiated increases. Mileage rates in effect May 31, 2022 2014 for all backhaul trips shall receive negotiated increases.

Section 2. New Business

Any **new** business that is obtained by the Employer will be **increased 12% on June 1, 2022, 4% on June 1, 2023, and 4% on June 1, 2024** ~~frozen at forty eight and one half cents (48.5¢)~~ for all miles for the term of this Agreement. **New business will include any business that the Employer obtains after June 1, 20222014.**

Section 3. Single Commercial Vehicles Over Two Tons

(a) Rates for delivery of single commercial vehicles over two (2) tons or its equivalent in cubic inch engine displacement shall be the same as the towbar rates.

(b) Unless mutually agreed, all drivers participating in cross haul or backhaul traffic shall enjoy the higher of the two (2) rates as between their domicile rate and the applicable foreign rate.

Section 24. Slow Moving Vehicles

(a) Drivers of tandem or slow moving vehicles other than passenger or commercial which must be driven at slow speed, shall receive no less than three cents (3¢) per mile additional on the specified base rate used in computing such rates. This shall apply to vehicles which are not to be driven over forty-five (45) miles per hour, based on manufacturer's specifications. Vehicles shall be rated for purposes of pay rates to gross vehicle weight when delivered rather than as manufactured.

Ten Ton Vehicles

(b) Rates for delivery of motor vehicles ten (10) tons or over or its equivalent in cubic inch engine displacements shall be the same as the rates provided in paragraph (a) above.

Section 35. Stripped Chassis

On all movements where the driver drives stripped chassis, fifteen percent (15%) additional to all rates provided shall be paid. From November 1st to March 1st, an additional fifteen percent (15%) to be added to above rate on stripped chassis—total thirty percent (30%).

Section 46. Three-way Hookup Rate

Three-way hookup rates shall be no less than ten percent (10%) added to the double combination rates.

Section 57. Four-way Hookup Rate

Four-way hookup rates shall be no less than thirteen and one-half percent (13 1/2%) added to the double combination rates.

Section 68. Five-way Hookup Rate

Five-way hookup rates shall be no less than fifteen percent (15%) added to the double combination rates.

Section 79. Six-way Hookup Rate

Six-way hookup rates shall be no less than eighteen percent (18%) added to the double combination rates.

Section 810. Seven-way Hookup Rate

Seven-way hookup rates shall be no less than twenty percent (20%) added to the double combination rates.

Section 911. Eight-way Hookup Rate

Eight-way hookup rates shall be no less than twenty-two and one-half percent (22 1/2%) added to the double combination rates.

Section 102. Extra Parts

(a) Drivers shall receive ~~two dollars (\$2.00)~~ flat rate when handling freight up to 1,000 pounds or ~~two cents (2¢)~~ per mile for freight or parts exceeding 1,000 pounds with a minimum of ~~two dollars (\$2.00)~~ per trip. This shall not include the parts or accessories of or for the transported vehicles. The drivers shall not be responsible for damages or loss to the freight transported.

(b) When instructed, drivers delivering one (1) saddle or towbar including accessorial equipment to a freight dock via the consigned vehicle shall receive ~~five dollars (\$5.00)~~. In case of multiple saddles and/or towbars, including their accessorial equipment, drivers

shall receive ~~seven dollars and fifty cents (\$7.50).~~

6/1/2022 12%

6/1/2023 4%

6/1/2024 4%

Section 143. Hourly Rates

(a) Hourly rates in effect for driveaway drivers as of 9/1/15 6/1/22 6/1/11 shall be \$17.08 per hour for the life of this Agreement, increased as follows:

(b) Effective 6/1/22 6/1/11 12% 30 cents per hour
Effective 6/1/23 6/1/12 4% 30 cents per hour
Effective 6/1/24 6/1/13 4% 35 cents per hour
Effective 6/1/14 40 cents per hour

The minimum hourly rates for driveaway drivers effective June 1, 2022-2011 shall be \$17.08 per hour and shall receive negotiated wage increases.

Section 124. Mileage Determination

(a) In case of a dispute over mileage, same shall be computed over the route traveled by official AAA mileage. When AAA mileage is not current or available then the latest official state highway maps shall be used to determine the correct mileage. On routes where official mileage is not given by the methods above set forth, same shall be logged by the Union and the Employer, such findings to be final and binding. When route is logged, the starting point at origin shall be the main U.S. Post Office, and the ending point at destination shall be the main U.S. Post Office.

The Employer is to provide to the Local Union a copy of their mileage guide.

Whenever a driver questions the number of miles he is paid on a particular trip, upon request by him, the Employer will explain how the mileage was arrived at and over what highways.

Mileage Adjustment

(b) Mileages in effect on May 22, 1995 will not be adjusted except as a result of a dispute resolved under part (a) above, or of change in the highway system which has the effect of increasing or decreasing the shortest practical and legal truck route between points. Any increases or decreases in mileages will be given immediate effect. The affected Local Union will be given notice prior to any change in mileages being put into place.

Section 135.

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

Section 146.

The terms, conditions, and wage scales for drivers covered by the originating out of the Central, Southern and Eastern Area Part II provided herein shall apply on all traffic through to final destination by driveaway, by one and the same carrier, or where original carrier has the same certificated operating rights regardless of the origin of said traffic.

Section 157. Advances

The Employer ~~may~~shall allow advance monies to drivers to be limited to trip expenses only, the amount to be mutually agreed upon for every trip, such advances to be deducted from the driver's regular wages by the Employer, only at the time driver is paid for the trip. Advances may be issued in the form of checks or cash.

Section 168. New Operations

Any new type of operation or manual function required to be performed that has factually not been performed in the past will be subject to renegotiation between the Local Union and the Employer involved and submitted to the appropriate Area Committee for approval.

If the Local Union and the Employer cannot reach a satisfactory agreement, then the matter will be submitted to the appropriate Area Committee whose decisions will be final and binding upon the parties involved.

Section 19.

The parties recognize that all vehicles released to the carrier shall be stored, parked, loaded and released by bargaining unit employees.

Section 1720.

In the event an Employer routes a driver, he shall be paid accordingly.

Section 1821.

On trips decked at the terminal the supervisor must approve, in writing, at time of dispatch all over-height and over-length loads when the employee requests same. If the load is over-height and over-length, and the driver makes a reasonable effort to deliver the trip, the driver shall not be held responsible.

The above shall apply to field decked trips that the driver is unable to get within height or length, so long as the driver notifies the Employer by phone.

ARTICLE 789. COST OF OPERATION

Section 2.

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

Section 23.

In the event that an airline delays a driver's tool bag, the Employer will have replacement tools and permits available at the terminal in question for the driver's use, **and if not, the driver will be paid the balance of his driving time, up to ten (10) hours pay, waiting for his tool bag to arrive.**

ARTICLE 79. 80. FLAT RATES

The flat rates in effect 6/1/22 ~~6/1/11~~ shall be increased as follows:

<u>Effective 6/1/22</u>	<u>12%</u>
<u>Effective 6/1/23</u>	<u>4%</u>
<u>Effective 6/1/24</u>	<u>4%</u>
6/1/11	1.32%
6/1/12	1.31%
6/1/13	1.51%
6/1/14	1.69%

ARTICLE 7981. DRIVER UTILIZATION

Section 1.

The parties agree that it is necessary to obtain maximum utilization of employees and therefore have mutually agreed to maximize return traffic. The purpose of such agreement is to:

- (a) operate the driveaway operation as efficiently as possible;
- (b) divert traffic presently being shipped by rail to the driveaway method of transportation;
- (c) attempt to reduce the increasing practice of customer pickup of traffic which can be handled by the driveaway method;

(d) place the Employer in a better position to develop secondary traffic;

(e) maximize the earning opportunity to driveaway personnel;

(f) create better job security for employees in the driveaway industry; and,

(g) increase the number of jobs resulting in the development of increased traffic moving by the driveaway method.

Section 2.

Multiple dispatches and overflow intercompany moves are to be worked out between the parties with each of the parties being treated equitably.

Section 3.

Overflow traffic will not be handled by a foreign driver with domiciled drivers on layoff. Any multiple dispatches and overflow moves are to be worked out between the Employer(s) and the Local Union(s) as Local Rider issues and must be ratified on both ends before implementation.

ARTICLE 802. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Section 1.

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

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

~~It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for employees (example, Tuesday through Saturday, four (4) consecutive ten (10) hour shifts).~~

(b) All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 1/2) the

regular hourly rate, but not both.

No employee shall be required to work more than ten (10) hours in any one (1) ~~eight (8) hour shift or twelve (12) in any ten (10) hour shift.~~ This shall not be applicable in cases of emergency including absenteeism and/or Acts of God, and/or unusually heavy releases by the shipper. Employees shall be required to work whatever hours the release gate is open ~~or are required to meet shipper needs.~~

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

(d) The Employer agrees to notify the employee of overtime work as soon as possible.

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

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

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

Day Off

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

If an employee wants time off work on Saturday, Sunday or a holiday (or scheduled off days), the employee must submit a seventy-two (72)-hour notice to the Employer, in writing, for such time off. The Employer ~~may~~**will** permit ~~up to ten percent (10)~~**fifteen percent (15%)** of the working board to be off and the system of applying the ten percent (10%) is to be handled locally. **Percentages of .5 and greater shall be rounded up.**

Section 2.

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

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

(b) Outside casual employees shall receive a minimum of four (4) hours' pay when put to work; provided, however, that if such employees work in excess of four (4) hours, then in such case the employees shall receive a minimum of eight (8) hours' pay. Such casual employees can only be used when regular employees are working in their respective shifts.

~~(c)(b)~~ Road employees working extra pulling out cars shall be paid the hourly rate for actual time worked; **provided, however, if they work four (4) hours or more, then in such case the employees shall receive a minimum of eight (8) hours' pay.**

When drivers in one (1) tour of duty are utilized in the yard after having logged eight (8) hours, they will be paid at the rate of time and one-half (1 1/2) for all hours worked in the yard.

When drivers have not logged eight (8) hours in one (1) tour of duty and they are utilized in the yard, they will be paid time and one-half (1 1/2) after eight (8) hours.

This does not affect daily guarantee regarding road drivers.

(d) (1) The above guarantees shall not apply in case of strikes, work stoppages (including the closing of release gate), or Acts of God.

(2) When an employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, the employee shall be paid a minimum of six (6) hours'

pay.

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

~~(f)~~ **Any regular hourly rated employees called to work before their regular starting time as set forth in the appropriate Local Riders shall be paid for their regular shift, and in addition shall receive the applicable overtime pay for work performed before their regular starting time. In no event shall an employee's starting time be changed in order to avoid payment of overtime.**

There shall be no pyramiding of premium pay for the purpose of overtime, and the employee shall be required to work the regular shift in addition to being called in early.

(g) The Employer will not use extra or casual employees for the purpose of depriving a regular employee of overtime.

~~(h)~~ **The Employer may utilize any qualified employee on any working board (except office) to supplement the work force in classifications of work in the Yard Agreement where the need arises from daily absenteeism and/or a daily emergency situation even though there may be employees on layoff. Road drivers shall be afforded such work on a voluntary basis.**

Section 3.

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

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

Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 69. **Premium pay for Sunday is contingent upon the employee having no uncompensated days off during his regularly-scheduled workweek. If, however, the employee loses work during the workweek through no fault of his own, he will not be deprived of double time pay for work performed on Sunday.**

(b) Employees called in for Saturday work will receive time and one-half (1 1/2) for work performed on Saturday if they are off work due to sickness, on-the-job injury, funeral leave, jury duty,

or recall from layoff during the regular workweek. However, the Employer has the right to request proof of illness or injury. If the employees are off work for any of the aforementioned reasons, the employees must notify the Employer of their availability for work. The same principle applies to flexible workweeks.

~~(b) All work performed on the sixth (6th) day worked within a workweek shall be paid at one and one half (1 1/2) times the applicable hourly rate. All work performed on the seventh (7th) day worked within a workweek shall be paid at two (2) times the applicable hourly rate. Compensable days shall be considered days worked for purposes of this provision; and, if an employee is recalled from layoff during the regular workweek, he shall be considered to have worked on the days preceding the day of recall for purposes of this provision; and further provided, the lack of work on a day during the scheduled workweek will not deprive an employee of overtime on the sixth (6th) or seventh (7th) day.~~

Employees working four (4) consecutive ten (10) hour shifts shall be paid time and one half (1 1/2) the applicable hourly rate after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5th) day worked within a workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6th) and/or seventh (7th) day worked within a workweek.

Section 4.

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for employees. (Example: Tuesday through Saturday; Wednesday through Sunday).

It is understood that no employee on the current seniority roster as of October 24, 2008 can be forced to work a non-traditional workweek. This language does not prohibit employees on the current seniority roster as of the date of ratification from volunteering to work a non-traditional workweek schedule. This subsection does not prohibit a local union and an employer from negotiating terms and conditions for non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

Any employee hired on or after October 24, 2008 may be placed on a non-traditional workweek schedule without restriction.

It is understood that once non-traditional workweek is established and in effect at an operation, all work performed on the sixth (6th) day of the workweek shall be paid at one and one-half (1 1/2) times the rate in effect and all work performed on the seventh (7th) day of the workweek shall be paid at two (2) times the rate in effect. This shall include employees on a traditional workweek of Monday through Friday as well.

Existing non-traditional workweek and premium pay agreements in effect as of the date of ratification shall remain in effect subject to the right of the parties to change by mutual agreement.

Section 5.

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

ARTICLE 843. HOURLY RATES AND CLASSIFICATIONS

Section 1.

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

(a) Lead drivers, lead yard employees, checkers and release employees. Due to the safety hazards that the lead yard/shop employee endure, there shall be a one (1) dollar (\$1.00) lead pay above the normal rate.—\$15.00 per hour.

Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%
Effective June 1, 2011 30¢ per hour
Effective June 1, 2012 30¢ per hour
Effective June 1, 2013 35¢ per hour
Effective June 1, 2014 40¢ per hour

(b) Pull-out drivers and yard help—\$15.00 per hour.

Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%
Effective June 1, 2011 30¢ per hour
Effective June 1, 2012 30¢ per hour
Effective June 1, 2013 35¢ per hour
Effective June 1, 2014 40¢ per hour

(c) Mounting and hookup employees—\$15.00 per hour.

Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%
Effective June 1, 2011 30¢ per hour
Effective June 1, 2012 30¢ per hour
Effective June 1, 2013 35¢ per hour
Effective June 1, 2014 40¢ per hour

Effective June 1, 2023 2012, June 1, 2024 2013, June 1, 2014 and June 1, 2025 2015, the above rates shall not be adjusted in accordance with Article 23 of the National Master Agreement.

(d) It is mutually agreed that the Employer and the Union will have the right to work out an incentive plan for any classification of work, subject to appropriate Area Committee approval.

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

Section 2. Shift Differential

A shift differential of twenty-five cents (25¢) per hour above the employee's established rate of pay shall be paid per hour to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M., however, existing Local Riders which reflect a different differential shall prevail.

Section 3.

If a night shift is established on a rail operation, adequate lighting shall be provided for loading and unloading.

A standing committee shall be appointed to inspect and decide if lighting is adequate.

The Employer agrees that no less than two (2) employees will be scheduled at the railhead whenever it is engaged in loading or unloading railcars, unless otherwise provided in any Local Rider.

Section 4.

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

Section 35.

The Employer shall furnish appropriate gloves to regular deckers, rail loaders and unloaders, with the understanding that the employee must turn in the old pair in order to receive a new pair.

The Employer shall furnish rubber gloves to regular fuel employees.

Section 6.

Where space is available, lockers will be furnished. Any dispute will be subject to the grievance procedure (applies to yard help only).

The Employer shall furnish lockers for all newly constructed facilities for regular yard employees.

Section 47.

Agreements may be negotiated by the Employer and the Local Union which modify the wage rates, incentives and other provisions set forth in the National Master Agreement and this Supplemental Agreement and Riders which will have the effect of permitting the Employer to acquire and retain work at plants, hubs, railheads, ports and any other facilities subject to the approval of the affected membership prior to implementation.

ARTICLE 824. UTILIZATION OF EMPLOYEES

NO CHANGE

ARTICLE 835.

The Local Union and the Employer agree that in the event any employees are placed in a job classification contained in the Eastern Area Supplemental Agreement, such employees shall be worked in accordance with the terms and conditions of that Agreement and such terms and conditions shall be incorporated by reference as part of this Eastern Area Supplemental Agreement.

ARTICLE 846. BACKHAULS

Section 1.

Due to the tremendous cost increase in airfare, ground transportation, etc., the following is agreed to:

a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.

b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.

c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.

d. Any driver that is forced to a foreign terminal for a backhaul load will have the right to request to be dispatched that day.

e. When two (2) or more drivers from the same terminal are physically at the same backhaul terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.

f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.

g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.

h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.

Section 2.

The Company shall, every one (1) month, make available to each Local Union involved a complete review, in writing, of the loads and mileage that have been allocated to other terminal drivers. in order to determine whether or not the Company is complying with the intent of this Article.

Section 3.

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

Section 24. Miscellaneous

a. The Company will direct the driver on transportation between points and the driver will be reimbursed his/her cost. The driver shall be directed

on the first, fastest available means of transportation for under three hundred (300) miles, plus necessary cab fares.

b. The Company will reimburse actual lodging expense on backhaul traffic.

Section 35. Rates of Pay

a. The present backhaul rates of pay shall apply.

b. The driver will receive no less than his/her terminal backhaul rate of pay.

Section 6.

The Company and the Union Chairman of the National Joint Arbitration Committee, or his designee, will meet with the aforementioned Local Union(s) at their request to work out any problems that might arise from this Article.

If not resolved in the step above, all disputes concerning this Section (backhaul) will be docketed directly to the National Automobile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the appropriate Eastern Area Joint Arbitration Committee.

ARTICLE 857. TERMINATION CLAUSE

NO CHANGE

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

FOR THE UNION

LOCAL UNION NO ____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

**EASTERN AREA
TRUCKAWAY, DRIVEAWAY, YARD AND SHOP
SUPPLEMENT**

NEGOTIATING COMMITTEE

FOR THE EMPLOYERS:

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

Gerald Clemens
Kirk Conaway
Steve Gross
Paul Houek

FOR THE EMPLOYEES:

~~James P. Hoffa, Chairman
Kevin Moore, Co-Chairperson Roy R. Gross, Co-Chairperson
William Alexander, Co-Chairperson~~

~~Robert Bellach Dave Delloso Joe DiPalma Mark Harrington Jim Smith
Joe Smith~~

**MEMORANDUM OF UNDERSTANDING
SENIORITY TRANSFERABILITY AGREEMENT
EASTERN AREA
SUPPLEMENTAL
AGREEMENT**

NO CHANGE