

# **EASTERN AREA SUPPLEMENTAL AGREEMENT**

**Covering  
TRUCKAWAY, DRIVEAWAY,  
YARD AND SHOP OPERATIONS**



**For the Period of June 1, 2022  
through August 31, 2025**

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**EASTERN AREA  
SUPPLEMENTAL AGREEMENT  
Covering  
TRUCKAWAY, DRIVEAWAY,  
YARD AND SHOP OPERATIONS**

**FOR THE PERIOD JUNE 1, 2022  
THROUGH 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 June 1, 2022, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

**PART I—GENERAL, TRUCKAWAY, YARD  
AND SHOP OPERATIONS**

**ARTICLE 36.  
STEWARDS**

**Section 1.**

One (1) steward in each classification shall be granted number one ranking in his respective classification on the seniority list.

The steward shall be the last employee to be laid off and under no circumstances shall he be discriminated against by the Employer. Before discharging or suspending any steward or designated alternate, except in cases of proven dishonesty or proven drunkenness,

## **Article 36**

the Employer shall take up and discuss the matter with the affected Local Union, giving the affected steward or designated alternate the opportunity to be present in the local-level hearing.

In order to schedule and fulfill his additional duties as steward, the steward shall be allowed to choose his trips in all cases and at any time, and it is agreed that only one (1) steward shall have such privileges in each classification, and only at his home terminal. On any grievance, or where disciplinary action may be taken, the steward should be present at the outset of the grievance, if possible.

## **Section 2.**

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that this Agreement is being adhered to, providing there is no interruption of the Employer's business.

## **Section 3.**

Stewards and alternates shall be permitted reasonable time to investigate, present and process grievances. One (1) steward in each classification shall be paid for time spent adjusting grievances on the basis of a maximum of five (5) hours per week and a maximum of twenty (20) hours per month. Truckaway stewards only shall be paid automatically for the above stated five (5) hours and twenty (20) hours respectively, at terminals where said stewards represent twenty (20) or more employees.

Time for meetings in processing grievances shall be established by mutual agreement by the Employer and the Local Union.

# **ARTICLE 37. ABSENCE**

## **Section 1. Time Off for Union Activities**

(a) The Employer agrees to grant necessary and reasonable time off, without discrimination, without pay and without loss of senior-

## **Article 37**

ity, to any employee designated by the Union, in writing, for a period not to exceed sixty (60) days, to attend a labor convention or to serve on official Union business limited to one (1) employee at any given time unless otherwise mutually agreed.

(b) Any employee who is designated by the Union to work on a full-time basis shall be granted a leave of absence with no loss of seniority for the duration of his full-time employment provided he reports back to the Employer for employment within ninety (90) days after his employment with the Union is terminated.

### **Section 2. Leave of Absence**

Any employee desiring leave of absence from his employment for reasons other than as set forth above shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements in accordance with the applicable trust agreement, agreed plan, action of the Trustees and applicable law for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

### **Section 3. Leave for Non-covered Position**

The Local Union and the Employer shall agree on circumstances and conditions under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity not in excess of forty-five (45) calendar days shall retain seniority rights upon return to the classi-

## **Article 37**

fication in which he was last employed. In the absence of such express agreement, such employees shall lose all seniority rights.

## **Section 4. Maternity Leave**

There shall be no distinction between the granting of maternity leave and leaves of absence for illness or disability. Where existing sickness and accident plans provide for sickness and accident weekly disability benefits, major medical benefits, etc., the same shall apply to employees on maternity leave in the same fashion and in like amounts.

# **ARTICLE 38. SENIORITY**

## **Section 1. Seniority Qualifications**

Terminal seniority will be maintained in accordance with the terms of this Agreement. The application of such terminal seniority shall be set forth in the respective Local Riders. There shall be the following employee classifications:

- (a) truckaway drivers;
- (b) garage employees;
- (c) yard employees.

Additional employee classifications may be provided by mutual agreement in Local Riders if approved by the Eastern Area Automobile Transporters Joint Committee.

## **Section 2. Loss and Retention of Seniority**

- (a) An employee shall lose his seniority rights:
  - (1) if he quits his job;
  - (2) if he is discharged;

## Article 38

(3) if he is laid off more than seven (7) years;

(4) if he is absent without good cause and fails to notify the Employer within three (3) consecutive working days. The three (3) consecutive working days shall not be broken by weekends or holidays;

(5) if he fails to meet requirement in the payment of dues;

(6) if he/she is absent due to a non-work related injury or illness and fails to respond to a company request for update of status within thirty (30) calendar days of receipt of such request; or,

(7) if he is recalled to work after a reduction in the working forces or a layoff and does not report for work within seven (7) days (fourteen (14) days if the employee is gainfully employed and not receiving unemployment compensation benefits) from the date of the verified recall, he will be considered to have quit his job. An employee must advise the Employer within three (3) days (seven (7) days if employee is gainfully employed and not receiving unemployment compensation) after receipt of such notice of his intention to return to work. Notice of the recall shall be given to the Union at the same time such notice is sent out. Such recall shall be to work from the home terminal unless otherwise agreed by the Union. The Employer can designate the next Monday following the employee's chosen return date if that chosen date is other than Monday.

Drivers and maintenance employees recalled from layoff by personal contact or by phone or email or text message and reporting for work at the next dispatch and/or assigned shift shall be guaranteed a minimum of three (3) days' work opportunity within the workweek. All other bargaining unit employees recalled from layoff by any of the aforementioned methods set out above and reporting at the next assigned shift shall be guaranteed a minimum of three (3) days' work opportunity within the seven (7) calendar days of reporting.

It is understood where the Employer has fulfilled his obligation of recalling an employee and the Employer is unable to contact the

## **Article 38**

senior employee, or contacts the senior employee who elects not to report for work at the next dispatch and/or assigned shift and a junior employee is contacted and elects to report at the next dispatch and/or assigned shift, the reporting junior employee shall qualify for the three (3)-day guarantee and shall have priority over any senior laid-off employee until the reporting employee's three (3)-day guarantee is satisfied by the Employer.

A day's work opportunity for drivers and maintenance employees for the purpose of this Article is defined as eight (8) hours' work opportunity. A day's work opportunity for bargaining unit employees other than drivers and maintenance employees for the purpose of this Article is defined to mean the number of hours work opportunity the Employer may schedule the employee to work on a given day subject to a minimum of eight (8) hours on any given day. It is understood and agreed that the three (3)-day work opportunity guarantee would not apply where unusual conditions exist which would prevent the Employer from affording such work opportunity. Existing unusual conditions will be defined and limited to line breakdowns, temporary parts shortages, extreme weather conditions, units on quality hold, designated plant shutdowns, rail derailments, and labor disputes. This does not supersede nor nullify the rights of an employee under paragraph (6) above.

Exceptions, if any, to the three (3)-day guarantee relating to absentee replacements and employees engaged in rail loading and unloading operations shall be negotiated by the parties when conditions justify such exceptions and such exceptions shall be set forth in the applicable Local Rider.

Maintenance employees shall receive three (3) days' advance notice of lack of work or no work or pay in lieu thereof. Notice of lack of work or no work may be rescinded prior to the end of the scheduled shift of the aforementioned three (3) days' notice. It is understood and agreed that the obligation to provide a three (3)-day notice or pay in lieu thereof shall not apply where unusual conditions exist which would prevent the Employer from affording such notice of lack of work or no work. Existing unusual conditions would be defined as an Act of God and/or labor disputes. Where possible

## **Article 38**

the employees in other classifications will also be given three (3) working days' advance notice.

Drivers who lose their license for cause other than for operating company vehicles while under the influence of intoxicating liquors or leaving the scene of an accident, which are encompassed by existing Department of Transportation (DOT) limitations incorporated herein by reference, shall be entitled to employment after they have been relicensed without loss of seniority, provided such loss does not exceed a period of three (3) years. Such drivers shall be considered on a leave of absence until such time as his license is restored.

(b) No employee shall lose his seniority rights, if, among other things:

(1) he is not called to work because of a temporary reduction in the working forces;

(2) he is laid off and such layoff does not exceed seven (7) years;

(3) he is sick or recuperating from an illness or an accident and is under the care of a doctor; or

(4) he has obtained a bona fide leave of absence, in writing, which is approved by the Employer and the Union.

### **Section 3.**

In the event an hourly rated employee is not called to work for three (3) consecutive days (excluding Saturday and Sunday), or a driver for three (3) consecutive dispatch days (excluding Saturday and Sunday), such employee shall be considered on layoff. For an hourly rated employee or a driver assigned to a non-traditional workweek, their excluded days shall be the sixth (6th) and seventh (7th) day of their respective workweek. A layoff notice will be issued to such employee on the next day following the employee failing to be worked for the third (3rd) consecutive shift or dispatch day and the effective date of layoff will be the first (1st) shift or dispatch where-



## **Article 38**

in work was not afforded to the employee and such date shall be reflected on the layoff notice.

The above provision shall not apply to existing unusual conditions which include and are limited to line breakdowns, temporary parts shortages, extreme weather conditions, rail derailments, designated plant shutdowns, units on quality hold, and labor disputes.

## **Section 4. Posting of List**

A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place at each respective terminal, and shall be available to all employees. In case of a reduction of forces, employees longest in the service of the Employer at each respective terminal shall be retained, in accordance with the seniority provisions set forth in this Agreement and in the Local Riders. A revised seniority list shall be posted and a copy will be furnished to the Union and stewards every month. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure, Article 7.

An employee's failure to protest seniority standing in writing within thirty (30) days of the posting of the seniority list shall constitute acceptance of the posted seniority standing. This provision shall not apply to bona fide, inadvertent or typographical errors arising in the publication of the seniority list.

### **Address, phone change.**

It shall be the responsibility of each employee to notify the Employer, in writing, of home address, home phone, cell phone number, and email changes.

## **Section 5. Voluntary Transfer**

Employees shall maintain years of service for vacation benefits subsequent to voluntary transfer to another terminal. Such voluntary transfer agreement must be reduced to writing and signed by the Employer, the Local Union, and the employee at the time of transfer.

## **Section 6. Written Dispatch**

The Employer and the Local Union shall agree to a written dispatch procedure and will mutually agree to dispatch rules to govern such dispatch procedure. The dispatch procedure shall be consistent with the interests of the employees affected thereby as well as the efficient operational requirements of the Employer. Disputes arising under this Section shall be subject to the grievance procedure.

## **Section 7. Loss of Rail Loading/Unloading**

In the event an Employer discontinues an operation involving the loading or unloading of motor vehicles at a rail ramp or plant location, the employees affected thereby shall be allowed to exercise their terminal seniority in other classifications as vacancies or job openings become available in other classifications within the terminal.

It is further agreed that at such time the Employer discontinues the loading and/or unloading operation, it shall be obligated to implement the training program set forth in Article 3 of the National Master Agreement and afford all employees affected by the loss of such business the opportunity to be trained consistent with such program, provided the Employer has employees classified as truck-away or driveaway employees.

Such employees must qualify within thirty (30) days and will be subject to the student pay provisions set forth in Article 48, Section 11.

## **Section 8. Additional Help**

(a) Where additional help is needed by any Employer at a terminal, 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 most senior laid-off employees of the Employer involved. Those employees accepting said supplemental work at another terminal 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 given an opportunity to go back to his regular terminal and, if he elects to remain at the new terminal, then he no longer will hold his terminal

## **Article 38**

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. The Employer may utilize email as the exclusive means for offering additional help opportunities to employees.

(b) 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 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.

(c) Laid-off employees transferred under (a) and (b) above shall have an unqualified right to return to their old terminal upon giving fifteen (15) days notice to the Employer, in writing, of their intent to return to their old terminal or when they are laid off at foreign terminal or recalled to their old terminal whichever occurs first.

(d) It will not be necessary for the Employer to transfer an employee or for a laid-off employee to return to his former terminal under Section 8 (a) above, if the work available is for less than thirty (30) days.

## **Article 38**

(e) Laid-off employee(s) to qualify for transfer as called for above must designate to the Employer, in writing, his willingness to accept a work assignment at another company terminal and/or branch in his regular classification or in another classification in which he is qualified by experience with the company to perform the work. The Employer will supply a form at time of layoff. If offered additional help at an elected terminal, the employee must accept the additional help offer.

## **ARTICLE 39. OPERATIONAL FLEXIBILITY (TRUCKAWAY ONLY)**

### **Section 1.**

The Local Unions recognize and agree that the Employers have the right to maximum utilization of their equipment in accordance with the provisions set forth below in this Article. Notwithstanding the language in Section 10 below, it shall not be deemed a violation of this Agreement for a Local Union and Employer to locally agree to modify any provision(s) of this Article 39.

### **Section 2.**

The Local Unions agree to cooperate with the Employers so they may attain this end.

### **Section 3.**

Each day at each operation up to twenty percent (20%) of all loads may be placed into a pool at the Employer's option to be utilized for an initial move and a return move in the direction of the home terminal. The aforementioned twenty percent (20%) applies exclusively to loads assigned for return moves from the operation in question. This shall not preclude a driver from selecting an intermediate load on a voluntary basis.

### **Section 4.**

The Employer shall have the option of adding to the aforementioned twenty percent (20%) at each operation an amount of loads

## **Article 39**

equal to the unexcused markoffs at that operation on the prior day. Unexcused markoffs do not include those markoffs related to illness of more than one (1) day, injury, vacations, markoff of employees on Friday who have that week already driven thirty-five (35) hours and/or have worked forty-five (45) hours or more in that workweek, Monday through Thursday and exhausted D.O.T. hours of service, including markoff of the driver to prevent having to lay over at points other than home domiciles on the weekend to pick up D.O.T. hours of service as well as weekend markoffs (e.g., the allowable exceptions for Monday relate to Friday's markoffs).

The aforementioned loads related to the unexcused markoffs which may be added to the float are not subject to the equalization provisions set forth in Section 8.

In the event the Employer exceeds the aforementioned twenty percent (20%) and the allowable exceptions, and a driver at the affected terminal suffers a loss of work opportunity, the Employer will be obligated to reimburse said driver by an amount equal to the loss.

## **Section 5.**

(a) All loads, including demand area loads, thus selected by the Employer will be posted on the load list at the origin operation of such loads for visual view for all drivers. The Employer agrees to post the number of prior day's markoffs at dispatch time.

(b) Demand Area Loads. In the event a driver arrives at the designated terminal to pick up his demand area load, the Employer will have the respective demand area load available at the time of arrival of the driver, provided the driver has complied with the procedures as set out in Section 13. Should the Employer, for any reason, fail to have the driver's designated demand area load available upon arrival at the point of pickup (provided the driver has fulfilled his obligation), the Employer shall have the following options:

(1) To advise the driver that they were unable and, therefore, do not have the demand area load available and may instruct the driver to return empty to his home terminal. In such case the Employer will be obligated to pay the driver the loaded mileage

## **Article 39**

rate to the respective demand area-town or city-as though he had actually pulled the return load; or

(2) To advise the driver that the demand area load is forthcoming and shall place the driver on the clock, compensating the driver for all time delayed from the time the driver arrived at the foreign terminal point until such time as the driver is physically dispatched. Should this occur where the employee is delayed waiting for the respective demand area load for any time in excess of two (2) hours the Employer shall relieve the driver from duty and provide such driver lodging facilities for a maximum of ten (10) hours. During the aforementioned period of time, it is understood and agreed that the driver shall be compensated for all time spent waiting on such load and where relieved of duty, and put to bed, the driver shall not be required to log such time on duty in order to be compensated for his delay. In the event the demand area load has not become available at the end of the tenth (10th) hour the driver will be advised to return to his home terminal empty and shall be paid the full loaded mileage rate to the demand area load destination as though he had actually pulled the load.

### **Section 6.**

All initial or return moves originating from base terminals will be posted on the trip list and under no circumstances will a driver be given such a dispatch unless he was dispatched for such a movement from his home terminal under the dispatch rules. This shall not preclude a driver from selecting an intermediate load on a voluntary basis.

It is understood and agreed that the intent of this Article is in no way to be construed as to allow a driver to go into a foreign terminal to pick up a load on a freelance or gypsy basis which would, in any way, violate the intent of this Article, Local Rider, or Dispatch Rules of the terminal in question.

### **Section 7.**

It is further agreed that this provision shall become inoperative at an operation of the Employer on any day that there are not enough

## **Article 39**

loads to dispatch the available drivers with terminal seniority dates of two (2) or more years.

(a) 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 day. 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 seniority are on layoff. 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 the National Master 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.

(b) On any day a terminal is closed, drivers from another terminal will not be dispatched for pickup from that terminal. It is further understood and agreed that the Employer will be restricted from dispatching drivers under the provisions of this Article to any terminal wherein the Employer has knowledge that a load being dispatched would be picked up on a holiday which is being observed by the terminal in question.

This will not preclude a driver from picking up a load from the closed terminal which was dispatched prior to that date.

## **Section 8.**

It is the expressed intent of the parties that the application of the twenty percent (20%) of the loads in the pool, as well as the loaded miles involved, be equally allocated to the greatest possible extent throughout the operations of an Employer within the area of this Supplement. Any Employer utilizing this Article shall make available every two (2) weeks to each Local Union involved a complete

## **Article 39**

review, in writing, of the loads and loaded miles that have been allocated to all other terminal drivers in order to determine equality.

At the same time the Employer makes available to the Local Union the complete review, in writing, of the loads and loaded miles allocated to all terminals, each two (2) weeks as provided for in Section 8, the Employer shall also make available to each respective Local Union by terminal a complete review of the markoffs, in writing, for that respective period of two (2) weeks in that terminal, such summary to reflect the date and number of employees who were considered by the Employer as unexcused markoffs. The Employer, in addition, shall post daily the names of the employees considered as unexcused markoffs the prior day as defined in this Section.

### **Section 9.**

Dispatch rules shall be worked out between the Local Unions and the Employers regarding the dispatch to effectuate the above-mentioned operational flexibility. However, this Article shall not become operative until such time that the dispatch rules are agreed to between that Local Union or Unions and the Employer involved at any particular operating point or points. This is not meant to restrict any other Employers or Local Unions from applying this Article if they have worked out their dispatch rules.

### **Section 10.**

Any Employer utilizing this Article must comply strictly to the terms and conditions herein.

### **Section 11.**

Any grievance pertaining to this Article which may arise during the life of this Agreement shall be processed in accordance with the grievance procedure set forth in this Agreement.

### **Section 12.**

It is agreed by and between the parties that should the Employer have an opportunity to expand and increase its business during the term of this contract, then in such case, the Unions and the Employers will work out a method of operation to expand this



## **Article 39**

Article. Any disputes or grievances shall be taken to the Joint Area Arbitration Committee.

### **Section 13.**

In order that the Employer will have adequate time to prepare and have available the drivers designated demand area load (in an attempt to decrease the amount of split deliveries on the load) and, further, to have all paper work available for the driver upon arrival at the point of pickup (which should tend to decrease the time that a driver is delayed at the foreign terminal), it is agreed that the following shall apply:

(a) The driver, at the time of selecting an Article 39 load at his home terminal, shall advise the dispatcher of the time that the Employer may reasonably expect the driver to arrive at the foreign terminal to pick up his designated demand area load;

(b) The driver will be given a six (6)-hour leeway to arrive at the foreign point from the time that he advised the dispatcher;

(c) In the event the driver perceives that he will be unable to arrive within the aforementioned six (6) hour leeway, he shall call and inform the terminal in question (where he is picking up the load) that he will be unable to arrive within the time period and shall advise the Employer at that time of a new projected arrival time. The driver will then have another six (6)-hour leeway from the time of his subsequent projection;

(d) In the event the driver fails to arrive within the time frame of his original projection given to the dispatcher and fails to call and advise the terminal in question of his changed arrival time, the Employer shall be allowed to give the driver a load other than his demand area load which shall be comparable but not exceed in mileage the destination point of his previous demand area load;

(e) Except as stated in paragraph (d), it is understood and agreed by the parties that no driver will be penalized or disciplined for failure to arrive at the foreign terminal within his projected time frame.

## **ARTICLE 40. GRIEVANCE MACHINERY**

### **Section 1. Joint Arbitration Committee**

The Employer and the Unions parties to this Agreement shall together establish for the duration of this Agreement, the Eastern Area Automobile Transporters Joint Arbitration Committee. Any panel of the Joint Arbitration Committee hearing a case shall consist of three (3) designated representatives of the Employers and three (3) designated representatives of the Unions who are parties to the Agreement, including the secretary of the Union Committee, and the secretary of the Employer Committee as well as their respective chairmen. If there are not three (3) representatives of the Employers and three (3) representatives of the Unions available, the co-chairman, by mutual agreement, may reduce the panel, but not below two (2) representatives of the Employers and two (2) representatives of the Unions, parties to this Agreement.

### **Section 2. Functions of Joint Arbitration Committee**

It shall be the function of the Eastern Area Automobile Transporters Joint Arbitration Committee to settle disputes and grievances which cannot be settled in accordance with Section 4 of Article 7. The Eastern Area Automobile Transporters Joint Arbitration Committee shall meet regularly, except where mutually agreed by the Joint Arbitration Committee, and shall formulate Rules of Procedure to govern the conduct of its proceedings. All meetings of the Joint Arbitration Committee must be attended by each member of such Committee or his alternate. If, for any reason, either party feels that the situation warrants it, either party shall have the right to request that their respective chairmen convene a special meeting of the Joint Arbitration Committee, within five (5) days, excluding Saturdays, Sundays and holidays, after notice is given to the two (2) co-chairmen or their representatives. A decision by a majority of the panel of the Joint Arbitration Committee shall be final and binding on the parties and employee(s) involved with no further appeal. Failure of either party involved to comply with any final decision of a panel of the Joint Arbitration Committee shall give the other party the immediate right to all legal and economic recourse.

## **Article 41**

# **ARTICLE 41. DISCHARGE OR SUSPENSION**

## **Section 1. Warning Notice**

The Employer shall not discharge nor suspend any employee without just cause. In respect to discharge or suspension, the Employer shall give at least one (1) warning notice of the specific complaint against such employee except as otherwise provided in present rules and regulations, in writing, and a copy of the same to the Union and the shop steward, except that no warning notice need be given to any employee before he is discharged if he is discharged for any of the causes listed in Section 3 below. Prior to suspension of an employee, the Employer shall afford the Union the opportunity to discuss the pending suspension, which meeting shall take place within fourteen (14) days from the issuance of said suspension notice. In the event the Employer and Union are unable to meet, for any reason within said fourteen (14)-day period, the suspension shall become effective. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months for major offenses and three (3) months for minor offenses, from the date of said warning notice. In relation to warning notices, the Local Union need not protest said warning notices prior to employee receiving disciplinary time off.

All warning notices and notices of suspension shall be presented to the employee at his home terminal and employees shall sign receipt of such notices. The signing of such notice will not constitute an admission of the alleged violation. No employee shall lose a paid holiday for a disciplinary suspension (except for discharges reduced to suspension).

Employees given notice of discharge for committing an offense for which a prior warning letter is required will not be separated from employment until after the Employer, the Local Union and the employee have reviewed the facts involved. Such meeting shall be held within seventy-two (72) hours after request of the Employer, excluding Saturdays, Sundays and paid holidays.

**Section 2.**

Proof of drinking alcoholic beverages while on duty, or while in control of Employer equipment shall be subject to disciplinary action. The degree of such disciplinary action shall be mutually agreed upon. Any dispute arising over the degree of such disciplinary action shall be referred to the grievance machinery outlined above in this Agreement.

**Section 3. Causes for Discharge**

The only causes for immediate discharge of an employee shall be:

(a) proven theft during working hours;

(b) proven drunkenness, proof of being under the influence and/or possession of liquor or habit forming stimulants, marijuana or controlled substances as defined by law, during working hours;

(c) instigating or active participation in an unauthorized work stoppage, walkout or slowdown;

(d) physical assault on Employer or his representative during working hours and/or other employees while on company property;

(e) failure to promptly report an accident which the employee would normally be aware of;

(f) proven negligence resulting in a serious accident while on duty (normal cargo damage is not to be construed as a serious accident);

(Hanging up of trailer on railroad tracks, driveways, rounded roadways, etc. shall not be considered as an accident for the purpose of discipline unless there is proven negligence.)

(g) the carrying of unauthorized passengers in the cab of a truck or in a driveaway unit while on duty;

## **Article 41**

(h) driver willfully permitting unauthorized persons to use or have control over Employer vehicles including driveaway units on public streets or highways; or

(i) proven and deliberate sabotage of Employer's or shipper's property.

## **Section 4. Letter of Investigation**

It is agreed that the Employer may place accidents, alleged dishonesty and other alleged violations under investigation provided the Employer issues the letter within the time limits of Article 7. It is understood the investigation must be completed within thirty (30) days and action taken within forty-five (45) days unless the parties mutually agree to an extension.

## **Section 5. Appeal from Discharge or Suspension**

A discharged or suspended employee must notify his Local Union, in writing, within three (3) days, excluding Saturdays, Sundays and holidays, after returning to his home terminal, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days, excluding Saturdays, Sundays and holidays, from the date of discharge and/or return to his home terminal, whichever is later. If the Employer and Union are unable to agree as to a settlement of this case, then it may be appealed to the grievance machinery as set forth in Article 7.

## **Section 6. Safety Standards**

Failure of an employee to comply with safety standards formulated by the Occupational Safety and Health Administration (OSHA) shall be considered proper cause for disciplinary action.

## **Section 7. Absenteeism**

It is recognized by the Employers and Local Unions, parties to this Agreement, that the matter of chronic absenteeism can result in a loss of business to the Employer and subsequently a loss of jobs. The Local Unions and employees covered by this contract agree to fully cooperate in protecting the business of the Employer in the

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terminal by eliminating the problem of chronic absenteeism in any area where the problem exists. Failure of the Employer and Local Union involved to mutually work out a reasonable set of rules for the problem of chronic absenteeism in a domicile, shall result in either party having the right to submit the matter as a grievance before the Eastern Area Automobile Transporters Joint Arbitration Committee for resolution.

## **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:

(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.

(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

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terminal available, provided that such an “away” trip has been made available to the domiciled drivers at the dispatching terminal. The forgoing will not preclude a driver from voluntarily picking trips away from the direction of his home terminal.

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

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

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 1 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

## **Article 42**

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 2.**

Any equipment of the same Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid in accordance with the mileage rate and terminal additive of the contract in effect at the terminal where the freight originates or the mileage rate and terminal additive in effect at his home terminal, whichever is greater.

Any equipment of another Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid in accordance with the mileage rate and terminal additive in accordance with this Agreement.



## **Article 42**

Any equipment of the same or another Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid premium pay where applicable, in accordance with this Agreement, but not limited to trips originating on Saturdays, Sundays or the 6th and 7th day as outlined in Article 46, Section 4 and holidays.

## **Section 3.**

In the handling of traffic from terminals not covered by this Agreement, the driver shall be worked and paid in accordance with the mileage rate and terminal additive in effect at the terminal where the freight originates or the mileage rate and terminal additive in effect at his home terminal, whichever is greater.

In handling of traffic from terminals not covered by this Agreement, the drivers shall be worked and paid premium pay where applicable as established by past practice.

## **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	\$10.00
Lunch	\$10.00
Dinner	\$15.00

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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 \$10.00.

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

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

Any Company must be fully signatory to the National Agreement of NMATA and fully signatory to the Eastern Supplement or fully

## **Article 42**

signatory to the Central-Southern Areas Supplement or the Western Area Supplement and operating under conditions similar to those referenced herein, to utilize Article 42.

## **ARTICLE 43. EXAMINATIONS AND IDENTIFICATION FEES**

(a) 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 and time spent after the first hour in taking such examinations, except for chauffeurs and operators licensed in the city or state where driver is employed. The Employer shall pay for all other chauffeurs' licenses and examinations.

Examinations are to be taken at the employee's home terminal area, unless mutually agreed otherwise, and are not to exceed one (1) examination in any one (1) year unless the employee has suffered serious injury or illness during the year. The limits on examinations as defined herein shall not include blood alcohol or drug detection tests which may be requested at any time the circumstances justify.

In the event an employee is released by the employee's physician to return to work following an illness or injury, the Employer may request that the employee undergo examination by the Employer's medical examiner or physician. This examination shall be taken within three (3) working days from the date that the employee physically reports for work. In the event the Employer or its medical examiner or physician determines that the employee should be examined by a specialist, the examination shall be taken within thirty (30) days from the date that the employee reported for work. The employee shall be compensated a maximum of eight (8) hours per day (a maximum of forty (40) hours per week) for each day in excess of the thirty (30) days referred to above, provided that the employee was available for the examination and was released to return to work by the specialist.

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(b) The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined by a medical examiner or physician selected by the Union. The cost of such examination shall be paid by the employee.

(c) If the two (2) physicians disagree as to the employee's physical or mental condition, such two (2) physicians shall mutually select a third (3rd) impartial physician within seven (7) days. Such third (3rd) impartial physician shall be required to physically examine the employee and all of the employee's previous relevant medical records and history, including the findings of the first two (2) physicians, and based upon such examination, to give his opinion as to whether or not the employee is physically or mentally capable of performing work. Such third (3rd) physician's opinion shall be final and binding upon all parties. The expense of the third (3rd) physician shall be equally divided between the Employer and the employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third (3rd) physician.

## **ARTICLE 44. SAFETY AND D.O.T. LOGS**

### **Section 1. Safety Appliances**

The Employer shall not require any of its employees to operate vehicles not equipped with safety appliances required by law or any vehicle not in a safe operating condition. It shall be the Employer's responsibility to see that all safety equipment is checked and the driver shall also be responsible for checking safety equipment before leaving on trips. No driver shall be compelled to drive equipment that does not have a speedometer in working condition at the start of the trip from the home terminal. Employers shall provide power steering on all tractors purchased after the ratification date of the contract unless specifically instructed by the manufacturer not to use power steering. Employers shall provide air brakes for all tractors and trailers purchased after August 13, 1970. All tractors shall have windshield washers.

## **Article 44**

### **Section 2. Reports**

(a) All employees shall report as soon as possible to the Employer, in writing, all accidents and, when possible, the names and addresses of all witnesses to such accidents. Employees shall be paid for all excessive delay time spent waiting for company personnel to discuss filling out accident forms or other forms required by the Employer for its information. Unnecessary time spent through no fault of the employee in filling out forms shall also be paid for automatically.

At the time the employee fills out accident forms or other forms required by the Employer, the employee shall automatically be given a copy of each form at the time.

(b) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee and one (1) copy to be placed in the truck for inspection by the next driver operating such unit. Such copy will remain in the truck as required by the Department of Transportation.

All equipment which is refused because not mechanically sound or properly equipped as required by law, shall be appropriately tagged so that it cannot be used by any other driver until the maintenance department has adjusted the complaint. In the event equipment is shopped for repairs, the work order shall automatically be made available for inspection to the driver assigned to that equipment upon the request of said driver.

Where pooled (unassigned) equipment is utilized, a copy of the completed work order or its equivalent will be placed in the unit.

(c) Employees shall notify their Employer via telephone of all accidents as soon as possible. Such notification shall be to the employee's home terminal unless otherwise directed in the Employer's operational procedures.

### **Section 3. Vehicle Reports**

Written reports by an employee of a vehicle not being in safe operating condition shall receive prompt attention. Otherwise, such employees may appeal directly to the Union in the form of a complaint.

### **Section 4. D.O.T. Reports**

All affected employees shall strictly comply with existing Department of Transportation requirements and directions involving logbooks. Failure of employees to comply with the foregoing shall subject them to progressive disciplinary action consistent with Article 41, or Rules and Regulations set forth in the Local Riders.

Inadvertent errors and/or omissions on the part of the driver shall not be construed as falsification of driver logs but will subject the driver to progressive discipline which will consist of a minimum of three (3) warning notices, one (1)-day, three (3)-day and five (5)-day suspensions and subject the driver to discharge in aggravated cases.

### **Section 5. Safety Committee**

(a) At each terminal location the Employer and Local Union shall form a Joint Safety Committee composed of both Employer representatives and employees designated by the Local Union, in writing, not to exceed three (3) in number, or any other mutually acceptable number.

(b) The Joint Safety Committee shall meet at mutually acceptable times and places in order to investigate and adjust matters involving health and safety. In the event disputes cannot be resolved, such disputes shall be submitted to the appropriate Health and Safety Area Committee, consistent with Article 30 of the National Master Agreement.

### **Section 6. Unloading From Head Ramps**

A driver will not be compelled to unload from the front of the head ramp to the ground while on the road.

**Article 45**

**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 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
June 1, 2022	9%
June 1, 2023	5% plus COLA
June 1, 2024	4% plus COLA
June 1, 2025	COLA

(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

## **Article 45**

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.

### **Agreement Regarding Article 45, Section 1**

The Union and the Employer have agreed to full recognition of the principle of a fair day's work for a fair day's pay. In recognizing this, the Union agrees that the employees are to go about their duties of loading and preparing for their trips in a manner, insofar as is practical within their control, which will provide a productive and efficient operation at each terminal facility. The parties agree to discuss and consider any mutual problem area causing any and all delays including but not limited to constructive suggestions from the drivers and/or the Local Union to accomplish this goal.

It is specifically understood that the Union does not expect the drivers to be paid for time wherein the employee is: instructed to perform his normal duties as a driver and the employee is failing to go



## **Article 45**

about the performance of such duties in a reasonable manner; leaving company property without punching out; eating; waiting for delayed arrivals at the loading dock; visiting; etc. More specifically, the Union's position is that a driver is expected to be performing his duties with proficiency and, in the event he encounters any problem that would cause him to be delayed, such problem would immediately be called to the attention of the supervisor.

It is further agreed by the parties that the problems encountered by the drivers (i.e., flat tires, units out of gas, equipment breakdown, etc.) which cause unusual delays shall be set forth on the drivers' claim for pay for such delay time.

### **Section 2. Baying Cars**

It is agreed that all cars shall be put in bays so that it will not be necessary for the drivers to move any cars other than those listed in the invoice of his load. A violation of this provision shall subject Employer to a charge effective June 1, 2003 of one dollar five cents (\$1.05), effective June 1, 2004 one dollar ten cents (\$1.10), effective June 1, 2005 one dollar fifteen cents (\$1.15), and effective June 1, 2006 one dollar twenty cents (\$1.20) for moving of each unit not in the load.

### **Section 3. Load in Streets**

No driver shall be required to load in public streets except in case of emergency.

### **Section 4. Unloading at Dealers and/or Destination**

On points of delivery where there is a problem, the Employer will investigate and make a diligent effort to solve the problem.

### **Section 5. Time Clocks**

The Employer and the Local Union shall agree upon an acceptable method by which time will be recorded for all time that is to be paid an employee. If the parties fail to agree, the Employer shall provide time clocks and some suitable document; i.e., time cards, on which time shall be recorded. The recorded time shall include time spent

## **Article 45**

in services of the Employer as defined in Section 1 (a), paragraphs (1), (2), (3) and (4) of this Article.

Should a driver experience delay, he shall notify the dispatcher or appropriate supervisor on duty as soon as possible following the onset of the delay and the reason for the delay.

The information thus obtained shall then be available to both the Employer and the Local Union involved in adjudicating claims for terminal delay time.

When existing conditions have loading docks separated from the base terminal and in loading at such points as piers, dealers, warehouses, etc., make it impractical to use clocks, the method of obtaining loading time data shall be negotiated in Local Rider.

## **ARTICLE 46. PAID-FOR TIME**

### **Section 1. Call-in Time**

Drivers specifically called to work in accordance with the dispatch system prevailing in the terminal shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, unless otherwise provided in Local Riders. When called to work and reporting, drivers shall be guaranteed eight (8) hours' pay at the appropriate straight-time rate from Monday through Friday or non-traditional workweek. It is understood that the Employer has the right in affording drivers the eight (8)-hour guarantee to couple loads. All employees must have a telephone so that they may be notified when necessary. The Employer will pay for local calls, but all out-of-zone calls will be made on a collect basis. The Employer shall pay for all toll calls when driver is instructed to call for a return load and shall use the Watts line when available.

### **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

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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 3. Tire Change**

Truckaway drivers will not be required to change tires on tractors and/or trailers or units of cargo except on passenger driveaway units only. Driveaway drivers shall not be required to perform any maintenance work on vehicles at any time.

## **Section 4. Premium Pay**

(a) Drivers shall not be required to work on Saturday or Sunday except as specifically provided in subsection (b).

(b) 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 drivers, provided no driver will be scheduled to work both Saturday and Sunday.

This subsection does not prohibit a Local Union and an Employer from negotiating terms and conditions for a non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

It is understood that once a 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 the drivers on a traditional workweek of Monday to 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. 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

## **Article 46**

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 seven dollars and fifty cents (\$7.50) per vehicle, or such amounts spelled out in the Local Rider for such additional work, each time he performs such work. 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.

## **Section 6. Split Load-Detour Mileage-Deadheading, One (1)-way Trips**

(a) Pickup of Split Load--Whenever a driver is required to go to another location away from his home terminal to pick up vehicles to finish a load, such a pickup shall be considered a skid drop and the driver shall be paid an amount equal to that of the second skid drop as shown in Article 48, Section 4 (a), for same, plus mileage rate between pickup points.

(b) Split Delivery Mileage--Split delivery mileage shall be computed on loaded miles from point of origin to points of delivery via the shortest established loaded mileage route unless otherwise defined in Local Riders.

(c) Detour Mileage--Detour mileage will be paid on miles traveled over the detour less the miles that would have been traveled on the regular route.

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(d) Deadheading--In those instances where the deadhead miles exceed the loaded miles in a single trip assignment and/or multiple trip assignment, employees will be paid the full mileage rate subject to a minimum of one-half (1/2) the accumulated miles traveled from the time of leaving the home terminal.

(e) One (1)-way Trips--When truckaway drivers are required to make one (1)-way trips with tractor-trailer equipment, they shall be paid the appropriate mileage rate for such equipment and shall be supplied return transportation by the fastest practicable method as determined by the Employer. It is understood and agreed that air travel will not be required in distances not exceeding three hundred (300) miles.

(f) Return transportation provisions for driveaway drivers shall be provided in Local Riders.

(g) In the event a truckaway driver is required to drive a vehicle other than tractor/trailer to pick-up or drop off company equipment or transport other drivers, the driver shall be compensated at the running mile rate, unless the Employer has paid a higher mileage rate pursuant to an established past practice. In no event may the Employer compel a driver to use other than air travel for trips in excess of three hundred (300) miles except by mutual agreement.

### **Section 7. D.O.T. Regulations-Log Time**

When an employee is relieved from duty by the Employer when delayed due to breakdowns, impassable highways, waiting over weekends, or unnecessary delays at terminals or destinations, such employees will not be required to log such time on duty not driving in order for such time to be compensable where the contract provides for compensation for such delays. Application of this provision shall be consistent with D.O.T. regulations.

### **Section 8. Filler Loads**

When a driver leaves a terminal with a full load and delivers one (1) or more vehicles to a consignee and then proceeds to another terminal or point of pickup and loads additional vehicles destined to-

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wards his original destination, said additional vehicles loaded at the secondary point shall be considered as a filler load. In such instances, the drivers shall be paid as follows:

(a) Mileage Pay. The total progressive mileage rate based on the aggregate of units involved on the filler load from the point of origin to the final destination;

(b) Skid Drops. The total progressive skid drops from the point of origin to the final destination.

## **Section 9.**

When a driver is dispatched with a load and the driver has complied with the Employer's loading procedures and it results in a load that is over-length or over-height, the driver shall not be held responsible for any violation which occurs. The Employer shall be responsible for any fines which result from the over-length and over-height loads, provided the driver could not avoid the violations by complying with the aforementioned loading procedures.

The Employer shall provide drivers with sufficient written information to allow drivers to make sure that the company equipment utilized by the drivers complies with state licensing and permit requirements for the states in which the equipment is to operate. Said written information shall be maintained up-to-date by the Employer. In the event that the Employer fails to provide the written information as set forth herein, the Employer shall be liable for any resulting fine.

At all terminals (plant or railhead) where Employer operates a permanent terminal facility, it shall be required to provide and maintain a proper height gauge which consists of a modern height registering device.

## **ARTICLE 47. LODGING**

Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest pe-

## **Article 47**

riod away from his 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 by the Union.

Each sleeper cab driver shall be paid a subsistence of \$10.00, which includes the cost of showers, for each twenty-four (24) hours or portion thereof.

## **ARTICLE 48. WAGES AND OTHER MONETARY ITEMS**

### **Section 1.**

#### **(a) Basic Mileage Rate**

Effective	
June 1, 2022	\$1.4371 per loaded mile
June 1, 2023	\$1.50896 per loaded mile
June 1, 2024	\$1.56932 per loaded mile

Effective June 1, 2023, June 1, 2024 and June 1, 2025, 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 9.0% per running mile and 9.0% per loaded mile (4.5% on half (1/2) rates) effective June 1, 2022, 5.0% per running mile and 5.0% per loaded mile (2.5% on half (1/2) rates) effective June 1, 2023, and 4.0% per running mile and 4.0% per loaded mile (2.0% on half (1/2) rates) effective June 1, 2024.



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Effective June 1, 2022

Full/Half Agreement--	Full \$1.4371 @ loaded mile	Half 71.854 cents @ loaded mile
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Running Mile Agreement--80.401 cents @ running mile

Effective June 1, 2023

Full/Half Agreement--	Full \$1.50896 @ loaded mile	Half 75.447 cents @ loaded mile
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Running Mile Agreement--84.421 cents @ running mile

Effective June 1, 2024

Full/Half Agreement--	Full \$1.56932 @ loaded mile	Half 78.465 cents @ loaded mile
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Running Mile Agreement--89.098 cents @ running mile

Effective June 1, 2023, June 1, 2024 and June 1, 2025, 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

June 1, 2022                    9.0%

June 1, 2023                    5.0%

June 1, 2024                    4.0%

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

(c) Effective June 1, 2022, the rate of pay for the shortest leg of all noncompetitive return hauls shall be at the mileage rate of \$1.2130; effective June 1, 2023, the rate of pay for the shortest leg of all noncompetitive return hauls shall be at the mileage rate of \$1.2737; effective June 1, 2024, the rate shall be \$1.3246.

### Section 3. Hourly Rates

#### (a) Truckaway Drivers

Effective	Contract & Common Carriers
June 1, 2022	\$28.30
June 1, 2023	\$29.72
June 1, 2024	\$30.91

Effective June 1, 2023, June 1, 2024 and June 1, 2025, 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, garage and office classification covered by this Agreement shall receive a basic wage increase as follows:

Effective	Contract & Common Carriers
June 1, 2022	9.0%
June 1, 2023	5.0%
June 1, 2024	4.0%

All diesel mechanics in the garage classification covered by this Agreement shall receive a basic wage increase as follows:

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Effective	Contract & Common Carriers
June 1, 2022	\$4.00
June 1, 2023	5.0%
June 1, 2024	4.0%

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

## Section 4.

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

### SPLIT DELIVERIES

(Cities under 600,000)

	6/1/22	6/1/23	6/1/24
1st Skid Drop	\$4.35	\$4.57	\$4.75
2nd Skid Drop	\$6.87	\$7.21	\$7.50
3rd Skid Drop	\$7.75	\$8.14	\$8.47
4th Skid Drop	\$8.56	\$8.99	\$9.35
5th Skid Drop	\$9.50	\$9.98	\$10.38
6th Skid Drop	\$10.50	\$11.03	\$11.47
7th Skid Drop	\$11.46	\$12.03	\$12.51
8th Skid Drop	\$12.40	\$13.02	\$13.54
9th Skid Drop and over	\$13.41	\$14.08	\$14.64

### SPLIT DELIVERIES IN LARGE CITIES

(Cities over 600,000)

6/1/22		6/1/23	6/1/24
1st Skid Drop	\$4.35	\$4.57	\$4.75
2nd Skid Drop	\$9.42	\$9.89	\$10.29
3rd Skid Drop	\$10.18	\$10.69	\$11.12

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4th Skid Drop	\$10.91	\$11.46	\$11.92
5th Skid Drop	\$11.94	\$12.54	\$13.04
6th Skid Drop	\$12.92	\$13.57	\$14.11
7th Skid Drop	\$13.83	\$14.52	\$15.10
8th Skid Drop	\$14.82	\$15.56	\$16.18
9th Skid Drop and over	\$15.78	\$16.57	\$17.23

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:

June 1, 2022	9.0%
June 1, 2023	5.0% plus COLA
June 1, 2024	4.0% plus COLA
June 1, 2025	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 6. Congestion Additive

Congestion additive as set forth in the respective expiring Local Riders shall be continued and set forth in the new Local Riders.

### Section 7. Mountain Additive

Mountain additive as set forth in the respective expiring Local Riders shall be continued and set forth in the new Local Riders.

## **Article 48**

### **Section 8. Return Loads**

(a) Full Load--Any employee picking up a return load shall be paid additional mileage rates and terminal additive provided herein.

(b) Less Than Full Load--Where shipment is less than a full load, applicable percentage of mileage rate and terminal additive shall be paid based on number of vehicles in the load (1 vehicle 25%, 2 vehicles 50%, 3 vehicles 75%).

(c) On loads containing more than four (4) vehicles, the basic mileage rate and terminal additive plus such premiums as specified in Section 2(a) of this Article shall be paid.

(d) Return loads for secondary market traffic shall pay twenty-five (25%) percent of gross revenue per unit for a 6 unit load or more hauled. A load consisting of 3 to 5 units shall pay thirty-five (35%) percent of gross revenue per unit hauled. Loads consisting of 2 or less units shall pay fifty (50%) percent of gross revenue per unit hauled.

This paragraph (d) shall not apply to Cassens Transport Company.

### **Section 9. Dry Freight-Off Road/Utility Type Vehicles**

Effective March 30, 2017, drivers shall be paid twenty-five percent (25%) of gross receipts from loads of freight other than motor vehicles.

Effective March 30, 2017, drivers shall be paid twenty-five percent (25%) of gross receipts from loads of "Off Road / Utility types of vehicles under 150 hp". The minimum payment for such loads will be no less than the equivalent of the running mile rate plus loading and unloading.

The provisions of this Section are for general application; provided, however, on short haul work, wage rates shall be established by local agreement subject to review and approval of the appropriate Area Committee.

## **Section 10. Mileage Determination**

Mileage shall be computed via routes specified by the Employer in accordance with the Household Goods Carriers Mileage Guide. When the Household Goods Carriers Mileage Guide is not current or available, then the latest official state highway maps shall be used to determine the correct mileage.

In case of disputes over mileage computed by either of the above methods, or where official mileage is not available under either of the above methods, the Union and the Employer shall log the mileage wherein the starting point shall be the Employer's terminal and the ending point at the destination shall be the main U.S. Post Office pursuant to the shortest Household Goods Carriers Mileage Guides via legal commercial routes available. Provided, however, when the driver is routed over an alternate route, the Employer shall pay all additional miles, if any. However, new roads or substantial changes in roads shall be subject to mileage corrections. Mileage to large metropolitan areas (cities over 600,000 population) shall be determined by dividing such areas into zones of reasonable size and/or by specifying mileage to each individual dealer within such areas. Any dispute concerning mileage which cannot be resolved to the satisfaction of the parties by the above procedure shall be considered a controversy and processed in accordance with Article 40. No presently established mileage will be changed until such time as a dispute brought up by either party has been resolved. It is understood and agreed there will be no retroactive liability on either party while said mileages are being determined.

## **Section 11. Broken-down or Wrecked Equipment**

(a) When drivers are dispatched with tractors or tractors and semi-trailers to pick up broken-down or wrecked equipment, such driver shall receive the prevailing wage scale. Additional work performed by any driver in loading or assisting in salvage operations shall be paid for at the appropriate rate per hour.

(b) If a driver on a return trip picks up broken-down or wrecked equipment, he shall be paid the prevailing rate plus the regular hourly rate for all hours worked in salvage operation.

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### **Section 12. Student Drivers**

Student drivers shall be paid the applicable statutory minimum hourly rates for all hours worked. Student training period shall not exceed thirty (30) days (the thirty (30)-day period shall be defined to mean a maximum of fifteen (15) days driving training out of the thirty (30)-day period). Qualified trailer drivers shall be paid fifteen cents (15¢) per hour above the applicable statutory minimum hourly rates for all hours worked for a period not to exceed five (5) working days. Drivers who agree to train and instruct such student drivers shall receive five dollars (\$5.00) additional pay per day or one dollar (\$1.00) per trip, whichever is greater. The Employer may provide student driver training programs at any time, including periods of layoff or shutdowns. The student drivers shall be limited to loading, unloading, driving and/or riding with a driver-instructor and classroom instructors.

### **Section 13. Driver Injured or Ill**

(a) Driver Injured on Job--When a driver is injured on the job while on a run or trip and is unable to continue on the trip, complete delivery of the cargo units, and return the equipment to the home terminal, the injured driver shall be paid for all work performed on that trip or a day's pay at the applicable hourly rate, whichever is greater, consistent with Article 10, Section 2 (a).

When another driver is dispatched to pick up the injured driver's rig and completes the trip, he shall be paid the basic mileage rate to the point where he picks up the injured driver's unit and will continue on the trip at the applicable contract rate until the trip is completed.

(b) Driver Becomes Ill on Trip--If a driver becomes ill after having been dispatched on a trip, he will only be paid for the work performed on that trip up to the point of becoming ill, and Article 10, Section 2 (a) of the National Master Agreement or Article 46, Section 1 of this Agreement will not be applicable.

When a driver becomes ill and is physically unable to continue on a trip while away from his home terminal, he must immediately

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notify the Employer by phone. When another driver is dispatched to complete the trip, such driver shall be paid the basic mileage rate to the point where he picks up the rig and will continue on the trip at the applicable contract rate until the trip is completed.

### **Section 14. Tolls and Fuel**

(a) When routed, the Employer shall pay for all negotiated toll roads and bridges.

(b) The Employer shall make appropriate arrangements to provide for purchase of fuel on the road.

### **Section 15. Tool Allowance**

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 supercedes 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 thousand dollars (\$20,000.00). 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.



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### **Section 16.**

In the event the Employer rejects or contests a delay time or breakdown time claim, it shall advise the driver in writing and set forth the reasons for such rejection within five (5) working days.

### **Section 17. Expense Reimbursement**

The Employer shall reimburse drivers for necessary expenses supported by bona fide receipts when drivers check in during normal working hours by means of cash payment or check.

### **Section 18. Tiedown Bars**

The Employer shall provide and maintain proper tiedown bars for all drivers or any other tools needed in the course of their duties as required by the Employer.

### **Section 19. Payment for Trip Lease**

A system compatible with the Employer's procedure will be implemented which shall provide that drivers will be paid within the applicable payroll period on all trips involving trip leases.

### **Section 20. Autobox**

When an Autobox is utilized in the movement of other than motor vehicles, the rate of pay shall be fifty percent (50%) of the applicable basic mileage rate.

### **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**

### **Section 1. Fleet Equipment**

It is agreed that the Employer may lease the equipment of a fleet owner; a fleet being defined as three (3) or more tractors and/or

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tractors and semitrailers provided the Employer assumes complete control and supervision of such equipment.

### **Section 2. Separate Drivers' Checks**

(a) It is further agreed by and between the parties hereto that in the event the Employer leases equipment from individual owners or fleet owners, then in that event the Employer shall pay the driver directly and separately from the lessor of said equipment. It is further agreed that should it become necessary for the Employer to hire extra equipment, only Company employees shall be allowed to drive same.

(b) The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

### **Section 3.**

It is mutually agreed that a fleet owner at no time will be employed as a driver.

### **Section 4. Minimum Rental Rates**

(a) For the purpose of protecting the established drivers' rates and established conditions, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality. At no time will the rental be less than the following:

Tractors only--65% of gross revenue. Tractors, trailers, and/or semitrailers--75% of gross revenue or as otherwise provided for in Local Riders; provided, however, that reduced rates shall not be used for competitive factors against motor carriers in the same immediate area.

Gross revenue for the purpose of this Agreement is defined as total tariff proceeds received by the carrier, exclusive of all arbitrary and ancillary charges which are justified.

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Owner-operators transporting automobiles shall receive no less than driver's wages, plus, effective 6/1/99--48¢ per running mile on a calendar month basis.

Owner-operators when deadheading with equipment shall be paid effective 6/1/99--48¢ per mile for equipment cost in addition to the driver's wage if ordered to deadhead and the deadhead miles are in excess of fifty percent (50%) of the total miles in any one (1) tour of duty.

Owner-operator may, by mutual agreement, agree to deadhead and in such event, the owner-operator shall receive no pay for equipment, but shall be paid driver's wages, which shall not be deducted from truck earnings.

Owner-operators dispatched to other terminals to pick up loads and failing to secure such loads, shall receive the prevailing mileage scale for "deadheading"; provided, however, that if loads are obtained, then the rate of "deadheading" shall be effective 6/1/99--48¢ per mile on four (4) car loads, and effective 6/1/99--48¢ per mile on two (2) and/or three (3) car loads under 12,500 pounds, providing that these rates will not pay less than fifty percent (50%) of total miles traveled at the regular rate.

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

The Employer shall be obligated to provide to the Local Union pertinent information related to its justification for an ancillary or arbitrary charge, including, if requested, underlying financial data supporting the Employer's justification, and line haul tariff rates, prior to implementation. This does not obligate the Employer to divulge nonpertinent information in violation of any confidentiality provisions of its contract with its shipper. The Union further agrees to recognize the confidentiality of any rate information provided under this provision. It is understood, however, that no ancillary or

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arbitrary charge will be deemed justified if it reduces the owner-operators' pre-existing revenue levels when the ancillary or arbitrary charge is implemented.

(b) Frost Law. Owner-operators shall be paid effective 6/1/99--48¢ per mile for equipment, plus driver's wages, when required to drop off automobiles because of the Frost Law when they have to make return trips to deliver full loads.

(c) There shall be no reductions when the present basis of payments is higher than the minimums established herein for this type of operation. When an owner-operator is paid on a percentage or tonnage basis and the operating company reduces its tariff, unless modified under Article 22, the percentage or tonnage payment shall be automatically adjusted so that the owner-operator suffers no reduction in equipment rental or wages, or both. Provided, however, the above provision is not applicable wherein the trip produces greater revenue as the result of increased loading capacity.

Owner-operators are to receive the full percentage rate increase on all increases received by the Employer. When the Employer collects in tariff for highway toll tax, owner-operators shall be dispatched over same and shall be reimbursed for same upon producing bona fide receipt.

(d) Tire Costs. It is mutually agreed, however, that all tire costs on leased tractors and Employer-owned trailers and/or semi-trailers, operated by owner-operators or a fleet-owner, shall be assumed and paid for by the owner-operator or fleet-owner. When damage to the tires is caused by trailer (Company) breakdown, such as broken springs, air bags, axles, etc., the tire will be gauged and owner-operator compensated on a pro rata basis for the value of the tire.

(e) No changes affecting the above percentages shall be made without the approval of the Eastern Area Automobile Transporters Joint Arbitration Committee.

(f) Tire Purchases. The Employer agrees that the owner-operator or fleet-owner may purchase tires through the Employer and

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further agrees to allow to the owner-operator or fleet-owner the same discount as the Employer receives.

(g) Further provided, that sufficient information shall be shown on each freight or waybill to enable the owner-operator to compute the revenue on the load being transported and that current tariffs shall be available at all times for owner-operator's inspection.

(h) All monies due the owner-operator may be held no longer than a maximum of two (2) weeks; however, if the lease is terminated, same may be withheld forty-five (45) working days, excluding Saturdays, Sundays and holidays. Owner-operators shall not be compelled to buy fuel at company pumps but shall be free to buy fuel where they desire. Owner-operators shall purchase fuel in the amounts required by state law in such states.

(i) The Employer shall provide a written, itemized statement of all deductions for owner-operator including federal and state taxes, etc.

(j) At the option of the owner-operator, the Employer will deduct a specified amount from the owner-operator's equipment rental for the purpose of establishing a vacation accrual which will be payable to the owner-operator upon request, consistent with Article 50 of this Agreement.

## **Section 5.**

The Employer or operating company hereby agrees to pay: road ton mile, axle, or mile tax; when routed by the Employer--turnpike fees, road tolls and bridge tolls; social security tax; compensation insurance; public liability and property damage insurance; fees for certificates; permits and travel orders; fines and penalties for inadequate certificates; license fees; weight tax and wheel tax; loss of driving time due to waiting at state lines; and cargo insurance. It is expressly understood that the owner-operator shall pay the license fee in the state in which the title is registered. Any increases in the IRP plate over the cost of said plate in 1984 shall be paid by the Employer. Increases in the base plate shall continue to be paid as

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under the 1982-1985 Agreement. The Employer shall justify the computation of tolls when using single factor tariff rates.

Present arrangement with respect to Canadian toll fees and bridge fees on operations through Canada shall remain in effect.

### **Section 6.**

(a) When an owner-operator pulls an Employer's trailer, the Employer shall supply all necessary equipment, except tires, required for the delivery of automobiles or other authorized commodities, pay for trailer license fee, and collision insurance for trailer.

If required by the Employer, it shall be the Employer's responsibility to furnish and maintain all equipment that it requires the owner-operator to install on the tractor, such as hydraulic pumps (i.e., PTO) to operate the ramps on the trailers, as well as the equipment lines from pump to tank and tractor to trailer.

(b) Fines and penalties for over-dimensional equipment violations shall be paid by the Employer when the trailers are owned by the Employer.

(c) In the event the owner-operator's truck battery is damaged as the direct result of a trailer malfunction, the Employer shall reimburse the owner-operator for fifty percent (50%) of the prorated value as specified by the manufacturer of the damaged battery, provided that the warranty agreement does not provide full life guarantee. The owner-operator must furnish proof of the purchase of the damaged battery and any warranty agreement covering same.

### **Section 7.**

Owner-operator percentage rates do not include use of equipment for other than delivery of automobiles or other authorized commodities. Compensation shall be negotiated by individual Local Unions for the use of equipment other than the delivery of automobiles or other authorized commodities.

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### **Section 8.**

All owner-operator percentages shall be computed on the original gross revenue from original carrier; also when carriers help each other operate out of the same point of origin; provided, however, on all return backhaul loads the basis for determining the percentage of the owner-operator earnings shall not be less than ninety percent (90%) of the original tariff rates covering such movement. This will not apply to traffic moving in joint line and/or interline movement.

### **Section 9. Bobtail Insurance**

Owner-operators shall be required to provide bobtail insurance where equipment is being used for personal use if the Employer consents to such use, but Employer insurance shall prevail where the truck is being taken to a repair shop, or hauling automobiles, trucks, or tractors.

### **Section 10.**

(a) The Employer shall not require as a condition of continued employment that an employee purchase truck, tractor and/or tractor and trailer and other vehicular equipment, except that conditions at railheads or local understandings shall be maintained.

(b) If an owner-operator is required by the Employer to buy a new truck, he shall be guaranteed minimum equipment earnings of one thousand fifty dollars (\$1,050.00) for the duration of the contract. Prior to requiring purchase of equipment, the Employer shall notify the owner-operator, in writing. If the owner-operator desires to replace his equipment, the owner-operator shall first consult with the Employer and get instructions in writing. If the Employer does not permit the owner-operator to replace equipment, it shall furnish him with a piece of comparable equipment in line with his seniority.

### **Section 11. Delay Time**

(a) All time that the owner-operator is delayed beyond the time allotted by the terminal additive, whether such delay is caused by loading or delayed billings or receiving of vehicles, etc., shall be paid at the appropriate rate per hour for all hours in the service of

## **Article 49**

the Employer over and above the time allotted for loading. Any such compensation paid to an owner-operator is not to be deducted from his truck earnings.

(b) Any owner-operator dispatched to the factory to pick up a load of automobiles shall be paid at the appropriate rate per hour for all hours in the service of the Employer over and above the time allotted for loading. Any such compensation paid to an owner-operator is not to be deducted from his truck earnings.

(c) When an owner-operator reports after being called to work and is held up or delayed for loads or bills or equipment, he shall be paid at the appropriate rate per hour; provided, however, that such delays result in a loading time in excess of the allotted time provided in Article 45--Terminal Additive. Any such compensation paid to an owner-operator is not to be deducted from his truck earnings. With respect to owner-operators only, any delay arising out of breakdown of tractor and/or tire failure is to be excluded. Call-in pay received by owner-operators shall not be deductible from truck earnings.

(d) Owner-operators shall be paid the full hourly rate for all time spent in excess of fifteen (15) minutes per car for delays at deliveries. This shall apply to both full loads and split loads and the fifteen (15) minutes will start after owner-operators have unloaded vehicles with the understanding that other unnecessary delays will still be paid at the hourly rate of pay as prescribed in the present Agreement in addition to the above. The owner-operator shall provide the Employer with proof of the delay as required by the Employer. This shall not be charged back to the owner-operator.

(e) It is understood and agreed that as a driver, the lessor (owner-operator) is entitled to the daily guarantee specified in Article 46, Section 1, and the other monetary items specified in other articles in this Agreement.

## **Section 12. Fuel Surcharge**

The owner-operator will receive in full any applicable surcharge or any other form of rate allowance for fuel authorized by the federal



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law. If such a surcharge is granted by the federal law, the carrier must immediately file for appropriate tariff increase to cover the same. On the effective date of the appropriate tariff, same will be paid to owner-operator. If any carrier fails to file for same, he shall be liable to owner-operator immediately.

## **Section 13. Change of Operations**

In the event the Employer makes a change of operations, such as from owner-operator to Employer-owned equipment, it is agreed that the Employer will purchase the tractor (basic), provided the tractor is not over six (6) years old as of June 1, 1982, five (5) years old as of June 1, 1983; and four (4) years old thereafter, from the owner-operator at the going market value as determined by the price established in the Truck Blue Book, published by the National Market Reports, Inc., in effect at the time such operational change is made. Price as referred to above is defined as the average finance value "wholesale price" established in the Truck Blue Book.

## **Section 14. Lease Agreement**

No equipment lease between the Employer and the owner-operator shall in any way conflict with the terms and conditions of this Agreement.

## **Section 15. Employee Owner-Drivers**

The above sections are hereby incorporated herein, except as otherwise, by mutual agreement of the parties, modified, added to or deleted by the provisions set forth below for new leases executed with employee owner-drivers after June 1, 2011:

### **A. Introduction**

The Company expressly reserves the right to control the manner, means and details of, and by which the employee owner-driver performs his services, the ends to be accomplished and the right to determine, when and where employee owner-drivers will be utilized. At the point in time when an employee owner-driver position is open, the Company will offer the position to the drivers on the active seniority roster (in order of seniority). The need for addition-

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al drivers at existing terminals will be handled first by recalling drivers on layoff under the existing contractual provisions.

The Company acknowledges that, notwithstanding any provision to the contrary in this Agreement or any other current or future agreement relating to employee owner-drivers, (including applicable lease agreements), employee owner-drivers are and shall remain “employees” within the meaning of Section 2(3) of the National Labor Relations Act as amended (“NLRA”). The characterization of employee owner-drivers as “employees” within the meaning of Section 2(3) of the NLRA shall be expressly incorporated in all agreements (including lease agreements) between the Company and the employee owner-driver. Should any issue arise in any administrative or other legal proceeding regarding such status of its employee owner-drivers, the Company will affirmatively take the position in such proceeding that its employee owner-drivers are employees within the meaning of Section 2(3) of the NLRA.

### **B. Driver Complement**

Only drivers ready, willing and able to commence work immediately will be considered for employee owner-driver positions. Employees will be allowed a maximum of thirty (30) days to locate equipment and submit specifications that meet company requirements. Upon approval, the employee shall have a maximum of thirty (30) days to secure financing, complete acquisition, and put the equipment in service (or a longer period for new equipment based on manufacturer’s delivery time). A company driver on the active seniority roster who becomes an employee owner-driver will be allowed to continue working as a company driver until his equipment is ready to be placed in service as outlined **above**.

### **C. Gross revenue and minimum rental rates**

Gross revenue for the purpose of this provision is defined as total tariff proceeds received by the carrier. There shall be no further reduction for arbitrary or ancillary charges.

The remaining revenue (employee owner-driver share) shall be paid as follows: Effective June 1, 2011

## **Article 49**

The employee owner-driver providing a complete tractor and trailer will receive sixty-six percent (66%) of gross revenue; provided, however, that reduced rates shall not be used for competitive purposes against other auto transport carriers covered by the NMATA in the same immediate area.

Sufficient information shall be made available to enable the employee owner-driver to compute the revenue on the load being transported and current tariffs shall be available at all times for employee owner-driver's inspection.

Employee owner-drivers shall receive a weekly driver's check which will be calculated at twenty (20%) percent of employee owner-driver revenue. The employee share of all appropriate payroll taxes (including employee's share of FICA, Medicare and SDI) will be withheld from the driver's check. The Company will be responsible for paying the Employer's share of all payroll taxes and withholdings due to Federal, State and local governments.

Additionally, each employee owner-driver shall receive a weekly truck check for the remaining percentage of the gross revenue due under this section, except for deductions due the Company.

Employee owner-drivers shall be liable for the cost of the license plate on tractors and trailers leased to the Company.

The payment of turnpike fees, road tolls and bridge tolls shall be subject to local agreement, and utilization of the provisions of this Section are subject to first reaching such local agreement(s) at the location(s) where employee owner-drivers are to be domiciled.

### **D. Cargo Damage**

The employee owner-driver shall be responsible for all claims of cargo damage up to one thousand five hundred (\$1,500.00) dollars per annum based on a contract year. The amount for new hires will be prorated based upon date of hire.

The Employer hereby agrees to pay for all claims of cargo damage over one thousand five hundred (\$1,500.00) dollars per annum.

**E. Dispatch**

For mixed barns (combination of company drivers and employee owner-drivers) - At their home terminal, employee owner-drivers will pick trips from the open road board only (or open road trips from the board if there is no separate open road board).

For newly opened terminals staffed entirely by employee owner-drivers - the dispatch procedure will be first in first out.

**F. Purchase**

The Company will take back equipment that is purchased by the employee owner-driver after June 1, 2011 through Company-sponsored financing programs if it is turned in by the employee owner-driver and will assume financial responsibility for the balance of indebtedness (excluding any past due truck payments) incurred by the employee owner- driver in connection with the original purchase.

**ARTICLE 50.  
VACATIONS**

**Section 1. New Employees**

To be eligible for vacation, any new employee who has worked in the employ of the Employer six (6) months or more but less than one (1) year, as of June 1st of each year, shall be entitled to one (1) week's vacation with pay in advance. Vacation pay will be based on two percent (2%) of his earnings during the period from June 1st to May 31st.

**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)

## **Article 50**

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) 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.

## Article 50

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 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) days written notice to his/her Employer. The Employer must respond in writing within 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 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.

## Article 50

(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.

## **Article 50**

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; Day 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 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.



## **Article 51**

### **Section 2.**

In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must be available to work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed. If an employee is absent for not more than six (6) months due to illness or off-the-job injury, or for a period not exceeding twelve (12) months due to on-the-job injury, he will be considered available for work and will be entitled to holiday pay.

### **Section 3.**

No employee shall suffer the loss of his holiday pay if he is laid off and his layoff does not exceed thirty (30) days when recalled.

### **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, 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.

### **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**

#### **Section 1.**

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:

## Article 52

(a) 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 otherwise in the Supplemental Agreement(s).

(b) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements. The trigger for qualifying for a week's health and welfare contribution will be three (3) compensated or employer excused days, unless the Fund has a contribution rate other than weekly in place.

(c) 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.

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.

(e) Effective June 1, 1982 the Employer shall contribute to the appropriate pension plan the sum of eight dollars (\$8.00) per day for each casual employee who works, unless pension contributions established by the appropriate Area Trust Agreement (weekly, hourly etc.) have been paid on behalf of the employee.

(f) 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. An employee must notify his/her Employer of the filing of an application

## **Article 52**

for his/her normal retirement pension benefit at the time such application is submitted to the applicable pension fund.

### **Section 2.**

By the execution of this Agreement, the Employers party to this Agreement 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 3.**

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 Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement 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) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **ARTICLE 53. COMPANY RULES**

### **Section 1.**

The Employer agrees to reduce to writing present rules governing the operations at each terminal. Such rules will be submitted to the Local Union. Any disagreement over such rules shall be discussed in an attempt to establish whether such rules were actually enforced and in effect by proof. Any disagreement shall be submitted to the grievance machinery.

**Section 2.**

Employers shall have the right to make operational changes necessary in the conduct of their business. Whenever substantial operational changes are made, however, the Employer shall first notify the Local Union, or Unions, involved of such proposed change and attempt to reach a mutual understanding. If the parties are not able to reach an understanding, either party may proceed to process such disagreement as a grievance under Article 40, Section 2. If the Joint Arbitration Committee deadlocks, the matter must within twenty-four (24) hours, be referred to the National Joint Arbitration Committee. No such change shall be put into effect until such time as a final decision has been rendered by a Panel of the Eastern Area Joint Committee, the National Joint Arbitration Committee or an arbitrator. No such change shall violate any specific provision of this Agreement or Riders.

**Section 3.**

No rules or regulations shall become effective which are contrary to or in violation of this Agreement or the Local Riders.

**ARTICLE 54.  
CARGO DAMAGES**

It is recognized by the Employers and the Local Unions parties to this Agreement that the matter of cargo damage is of the utmost importance and represents a major problem in this country.

The Local Unions and the employees covered by this contract agree to fully cooperate in protecting the interests of the Employer in the area of eliminating cargo damage and claims especially at the time of load and delivery of vehicles.

It is mutually agreed that employees shall comply with all cargo handling procedures established by the Employer. The Local Union shall assist the Employer in enforcing the established procedures. Normal cargo damage as mentioned in Article 41, Section 3(f), is defined as: Damages to cargo vehicles resulting from proven careless handling of vehicles, or proven negligence on the part of the

## **Article 54**

driver in the manner in which the vehicles are loaded, unloaded or transported which results in proven damage to a cargo vehicle. Normal cargo damage is not to be construed to mean an accident, such as where a driver should be involved in an accident by striking an overhead object, causing serious damage to a cargo vehicle.

Prior to taking any disciplinary action for cargo damage, the Employer will take reasonable action to ascertain the negligence or carelessness of the driver and the condition of the vehicle at the time of loading.

## **ARTICLE 55. WORKDAY--WORKWEEK**

### **Section 1. Hourly Rated Employees**

All hourly rated employees shall work consecutive daily hours. Whenever any hourly rated employee is ordered to report for work and does report at the time specified such employee shall be guaranteed not less than eight (8)-hours' earning opportunity on the day of reporting.

For all hourly rated employees the workweek shall consist of five (5) consecutive eight (8)-hour days; overtime to be paid for all hours worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) workweek. All work performed by hourly rated employees on the sixth (6th) day of the workweek shall be compensated for at the overtime rate of time and one-half (1-1/2). All work performed by hourly rated employees on the seventh (7th) day of the workweek and/or holidays shall be compensated for at two (2) times the normal straight-time rate of pay. Whenever any hourly rated employee is ordered to report for work on the sixth (6th) or seventh (7th) day of the workweek and/or holiday and does report at the time specified, such employee shall be guaranteed eight (8) hours earning opportunity, at the applicable premium rate unless otherwise provided in the applicable Local Rider.

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 hourly rated employees.

## **Article 55**

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 of the 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 of the workweek.

This subsection does not prohibit a Local Union and an Employer from negotiating terms and conditions for a non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

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 2. Overtime**

Employees shall be required to work a reasonable amount of overtime in addition to their normal workday and on weekends. The Employer shall give reasonable notice of overtime when possible. Overtime will be afforded by seniority order but if less than a full work force is required for overtime, the necessary number of junior employees will be required to work the overtime.

No employee shall be required to work more than ten (10) hours on any one (1) eight (8) hour shift or twelve (12) hours 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 customer needs. Shifts for yard and rail employees may be adjusted to mirror plant/customer schedules. Start times may be adjusted up to four (4) hours daily, based upon customer needs.

In the event the Employer requires employees to work an unreasonable amount of overtime and abuses the rights afforded herein, it shall be considered a proper subject matter for the grievance proce-

## **Article 55**

sure. The Employer will not use extra or casual employees for the purpose of depriving regular employees of overtime.

### **Section 3.**

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

### **Section 4.**

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**

The Employer may use road observers and drivers shall stop for same when requested, providing all road check cars have proper identifications so that there will be no question of identification. Violations, if any, will be reduced to writing and a copy given to the driver at the time of the road check, at which time the driver will just sign the report indicating he received a copy of it. Such signature will not be construed as an admission by the driver that the facts set forth in the report are accurate.

## **ARTICLE 57. RETROACTIVITY**

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

**ARTICLE 58.  
TERMINATION CLAUSE**

In the event any Employer, excluding driveaway operations, opens a terminal in, or obtains port traffic or yard business originating in, any of the states covered by the Eastern Area Supplemental Agreement during the term of this Agreement, either party may reopen the Eastern Area Supplemental Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of this Supplemental Agreement affected by such action. Thereafter, the affected Local Unions represented by Teamsters National Automobile Transporters Industry Negotiating Committee (TNATINC), and the Employer(s), represented by the National Automobile Transporters Labor Division (NATLD), shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.



IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ to be effective as of June 1, 2022.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

\_\_\_\_\_  
(Company)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

## **PART II—DRIVEAWAY**

### **ARTICLE 59. SCOPE OF AGREEMENT**

#### **Section 1.**

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

#### **Section 2.**

In the event additional operations involving driveaway are opened they will be accordingly encompassed by this Part II.

#### **Section 3. Lowboys**

Employees operating lowboy equipment shall be covered under the wages, terms and all other conditions of the Eastern Area Truckaway Supplement based upon the geographic location of the domicile terminal.

### **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.

## **Article 60**

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

### **Section 2. Checkoff**

The Union shall certify to the Employer, in writing, each month, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), credit union and present deductions or uniform assessments owed and to be deducted for such month from the pay of such member and the Employer shall deduct such amount from the first (1st) paycheck following receipt of statement of certification of the member and remit to the Union in one (1) lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on checkoff is not on the payroll during the week which the deduction is to be made or who has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

If a grievance committee finds that an Employer has not remitted the checkoff monies to the Local Union, as required, and the Employer repeats the violation, the Local Union may strike upon seventy-two (72) hours' written notice.

### **Section 3. Change of Address**

It shall be the responsibility of each employee to notify the Employer, in writing, of all address or home phone number changes.

## **ARTICLE 61. STEWARDS**

### **Section 1. Steward's Super-seniority**

There may be a steward at each terminal from the active seniority list. One (1) steward under each separate Agreement (i.e., Drive-away, Local and Garage), shall be granted super-seniority for purposes of layoff and recall only, when requested in writing by the Local Union.

### **Section 2. Steward's Pay**

Stewards shall be permitted reasonable time to present and process grievances on the company premises. At locations with one hundred (100) or more active drivers, the twenty (20) hours' pay per month shall be automatic. At locations with fifty-one (51) to ninety-nine (99) active drivers, the steward will be paid ten (10) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater; and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater.

This provision pertains to driveaway stewards only. Time for meetings in processing grievances shall be established by mutual agreement by the Company and the Local Union.

## **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 seven (7)-year layoff, unless otherwise provided herein, or as the appropriate Area Arbitration Committee may direct during the seventh (7th) year.

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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.

### **Section 2. Terminal Layoffs**

(a) The Employer agrees to promptly lay off the employees at the bottom of the seniority list in the event of a reduction in volume of business consistent with good business practices.

#### **Recall From Layoff**

(b) Employees may be recalled by phone; if the employee is not reached by phone, the Employer shall notify the employee by certified mail and 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 can take up to fourteen (14) days to return to work.

### **Section 3. Reduction of Board**

When employees are receiving wages of seven hundred and fifty dollars (\$750.00) or less per week, upon the request of the Local Union, the Employer shall lay off the necessary number of employees so that the balance of the employees can earn seven hundred and fifty dollars (\$750.00) or more per week. This shall be based on two (2) previous consecutive weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any time unless there is a major decline in business, then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of seven hundred and fifty dollars (\$750.00) or more per week. The above is not to be construed as imposing a limitation on earnings.

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If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagreement shall be considered a grievance and shall be submitted to the appropriate Area Committee which shall render a decision.

After the appropriate Area Committee, renders a decision favorable to the Union, or is unable to reach a decision, if the Employer still refuses to cut the board, then in such case the Union shall have the right to strike notwithstanding any provision in this Part II to the contrary and the Employer shall be obligated to pay all employees under this Part II for all time lost.

### **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 given an opportunity to go back to his regular terminal and, 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.

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

(e) 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) 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.

(g) 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

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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 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**

The Employer shall not discharge or suspend any employees without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Local Union affected, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers.

Employees given notice of discharge for committing an offense for which a prior warning letter is required, will not be separated from employment until after the Employer, the Local Union and the employee have reviewed the facts involved. Such meeting shall be held within seventy-two (72) hours after request of the Employer, excluding Saturdays, Sundays and paid holidays.



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The warning notice as herein provided shall not remain in effect for a period longer than outlined in the “Uniform Rules and Regulations.” Discharge must be by proper written notice to the employee and the Local Union affected. The Local Union may request a hearing as to an employee’s discharge, suspension or any disciplinary action. Should such hearing prove that an injustice has been done an employee, he shall be reinstated. The Article 7, Section 9 Board of Arbitration, National Automobile Transporters Joint Arbitration Committee, and the appropriate Area Joint Arbitration Committee shall have the authority to order full, partial or no compensation for time lost.

Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employees involved are not within the home terminal area when the action of discharge, suspension or warning notice is taken, their ten (10)-day period will start from the date of their return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 7 of the National Master Automobile Transporters Agreement.

“Uniform Rules and Regulations” with respect to disciplinary action as set forth in Article 64 of this Part II shall prevail in the application and interpretation of this Article regardless of any provisions of this Agreement to the contrary.

## **ARTICLE 64. UNIFORM RULES AND REGULATIONS**

All employees shall receive from all Employers a written copy of the company’s rules and regulations to which such drivers are subject, which rules and regulations must be approved by the appropriate Area Joint Arbitration Committee.

All employees shall receive copies of current changes in the rules and regulations.

**Rules and Regulations – Penalty**

**1. ACCIDENTS:**

(a) Major chargeable accidents after full investigation.  
Subject to discharge

(b) Minor chargeable accident after full investigation.  
1st offense – reprimand  
2nd offense – 3-day layoff  
3rd offense – 1-week layoff  
4th offense – discharge

(c) Failure to report all accidents promptly, and personal injury or major accidents at time of accidents or at first available opportunity.

Subject to discharge

(d) Failure to report known employee personal on-the-job injuries promptly:

1st offense – 1 day layoff  
2nd offense – Subject to discharge

**2. ATTENDANCE:**

(a) Absent for three (3) successive working days without notification. (Holidays, Saturdays and Sundays shall be included only when a regular dispatch is posted. This rule shall not apply to recall from bona fide layoff.)

Subject to discharge

(b) Failure to notify his/her Employer not less than two (2) hours before his/her regular shift and one (1) hour before show-up and/or dispatch time when unable to report for duty. (This rule contemplates the Employer having personnel on duty to accept calls.)

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

(c) Excessive absenteeism and/or tardiness where notice is given. (After meeting with Local Union and employee.)

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- 1st offense – reprimand
- 2nd offense – 1-week layoff
- 3rd offense – discharge

### 3. CONDUCT:

(a) Unquestionable evidence of possession and consuming some of and/or having consumed intoxicating beverages, taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances, as defined by state or federal law, while on duty or on company property, or equipment, and/or the failure to submit to a sobriety test or a test to determine drug usage upon request if the employee appears to be under such influence.

Discharge

(b) Drinking or taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances, as defined by state or federal law, prior to reporting for duty where employee's condition is such that it will affect the proper performance of his/her duties.

- 1st offense – 24-hour layoff
- 2nd offense – 3-day layoff
- 3rd offense – subject to discharge

(c) Discourtesy to customers.

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

(d) Failure to maintain a reasonably neat appearance, and/or delivery of driven units interior in an unclean condition.

- 1st offense – reprimand
- 2nd offense – 3-day layoff
- 3rd offense – 1-week layoff
- Subsequent offenses – subject to discharge

(e) Flagrant disobeying of orders.

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

(f) Participating in, instigating and/or perpetuating an unauthorized work stoppage, walkout or slow down.

Subject to discharge

(g) Proven sabotage and/or vandalism to company equipment or property and shippers vehicles.

Subject to discharge

#### **4. DAMAGES:**

(a) Failure to properly inspect and note cargo damages or defects prior to loading.

1st offense – reprimand

2nd offense – reprimand

3rd offense – 1-day layoff

4th offense – 3-day layoff

5th offense – subject to discharge

(b) Failure to properly describe damage or defects noted on delivery receipt by consignee.

1st offense – reprimand

2nd offense – reprimand

3rd offense – 1-day layoff

4th offense – 3-day layoff

Subsequent offenses – 1 week layoff

(c) Minor cargo damage resulting from proven careless handling or neglect.

1st offense – reprimand

2nd offense – reprimand

3rd offense – 1-day layoff

4th offense – 3-day layoff

5th offense – subject to discharge

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

1st offense – subject to discharge after full investigation.

#### **5. DRIVING SCHEDULES:**

(a) Failure to complete trip in scheduled running time without satisfactory explanation.

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

(b) Delaying of load or equipment without satisfactory explanation.

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

(c) Failure to follow highway routings or special routings designated by the dispatcher or on freight bills.

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

## 6. EQUIPMENT:

(a) Failure to report mechanically defective condition of equipment.

- 1st offense – reprimand
- Subsequent offenses – 3-day layoff

(b) Unauthorized use of motor vehicles.  
Subject to discharge

(c) Failure to report breakdowns or other delays promptly.

- 1st offense – reprimand
- 2nd offense – 3-day layoff
- 3rd offense – 1-week layoff
- 4th offense – subject to discharge

(d) Failure to properly cover and/or protect load.

- 1st offense – reprimand
- 2nd offense – 3-day layoff
- 3rd offense – 1-week layoff
- 4th offense – subject to discharge

(e) Failure to keep loading skids, ramps and towing equipment securely fastened at all times.

- 1st offense – reprimand
- 2nd offense – 24-hour layoff

- 3rd offense – 1-week layoff
- 4th offense – subject to discharge

(f) Proofs of tampering with governor, baffle plate, tachograph or other similar devices or evidence of having tampered with same.  
Subject to discharge

(g) Proven abuse of and/or excessive and unnecessary cost of operation of company equipment by improper or negligent operation.

- 1st offense – joint meeting with the Union and reprimand
- 2nd offense – 3-day layoff
- 3rd offense – 1-week layoff
- 4th offense – subject to discharge

(h) Driveaway drivers smoking in customer vehicles  
1st offense - 3 day layoff  
2nd offense - subject to discharge

## **7. REPORTS:**

(a) Failure to properly make out reports and trip sheets, also failure to have consignee sign delivery receipts and/or freight bills.

- 1st offense – reprimand
- 2nd offense – 24-hour layoff
- 3rd offense – 3-day layoff
- Subsequent offenses – subject to discharge

(b) Failure to register in and out of terminals and/or established check-in stations.

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

## **8. MISCELLANEOUS:**

(a) Unauthorized carrying of passengers.  
Subject to discharge

(b) Failure to meet all requirements of local, state, and federal laws.

Reprimands to layoffs and discharge in aggravated cases.

## Article 64

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

1st offense – reprimand

2nd offense – 3-day layoff

3rd offense – subject to discharge

(d) Employee charging any purchases and/or repair bills to the Employer without authorization.

1st offense – reprimand

2nd offense – 1-week layoff

3rd offense – cancellation of lease agreement and discharge

(e) Failure to check properly and accurately serial numbers, etc., of motor vehicles which result in the forwarding of the wrong motor vehicles.

1st offense – reprimand

2nd offense – 1-week layoff

3rd offense – discharge

(f) Inferior quality of work of garage and decking employees.

1st offense – joint meeting of Employer, Local Union and employee

2nd offense – reprimand

3rd offense – 3-day layoff

4th offense – 1-week layoff

5th offense – discharge

(g) Physical assault on Employer, customer or shipper's representatives or other employees while on duty or on company property.

Discharge

(h) Penalty for three (3) minor offenses in a sixty (60) day period (see Note 1).

3 minor – 3-day layoff

4 minor – 1-week layoff

5 minor – discharge

(i) Failure to follow shipper instruction regarding smoking in customer vehicle:

1st offense – Reprimand

2nd offense – 1 day layoff

3rd offense – Subject to discharge

**9. GARNISHEE SUITS:**

(a) Upon being served with a garnishee summons, the Employer will immediately notify the principal defendant so that he may have an opportunity to secure a release for the Employer before the Employer is required to file a disclosure.

(b) A written notice will be issued to the principal defendant for the first (1st) such summons served upon it; and to the principal defendant for the second (2nd) such summons. The service of a third (3rd) summons within a year (12-month period) could result in the dismissal of the principal defendant from the employ of the Employer; however, the federal law provides, effective July 1, 1970, that the Employer may not discharge any employee by reason of the fact that his earnings have been subjected to garnishment for any one (1) indebtedness.

(c) In any case where a release is obtained and in the possession of the Employer before it is required to make a disclosure to the court, then that case shall not count as one (1) of the three (3) leading up to discharge as mentioned in paragraph (b) (re: federal law in paragraph (b) above).

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

Minor offenses against any employee's record which have not been used or merged into a major penalty that are over six (6) months old shall be canceled, except for special garnishment rule (see Note 2).

Major offenses against any employee's record that are over six (6) months old shall be canceled.

**Note 1** - A minor offense is defined as one for which the penalty is a reprimand.

A major offense is defined as one for which the penalty is disciplinary time off.



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A notice, in writing, with a copy to the Local Union at the same time, must be given for infractions of any rules or regulations. Any reprimand or letter of intent must be issued within ten (10) days of the Employer's knowledge of the occurrence.

Discharge must be by proper written notice, either in person or by certified mail to the employee with a copy to the Local Union.

Present company rules previously approved by the Local Union affected, not herein changed or modified, shall remain in full force and effect.

**Note 2** - Where Rule 8(h) is invoked by an Employer, the three (3) warning notices accumulated cannot be used under any other rule.

When the Employer agrees to retract a warning letter, reprimand, or suspension, a letter of retraction will be provided to the employee, with a copy to the Local Union.

Any letter of discipline pending investigation is null and void if not acted on in forty (40) days.

## **ARTICLE 65.**

### **EXAMINATIONS AND IDENTIFICATION FEES**

#### **Section 1.**

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.

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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 2.**

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.

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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.

### **(2) Non-Vaccinated Driver(s) - Backhaul Terminal**

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

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(2) Employee must give three (3) days written notice to his/her Employer. The Employer must respond in writing within 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 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.

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

(c) To qualify for the first (1st) vacation, the employee must be employed for twelve (12) months and be on the active seniority list at the end of the first (1st) twelve month period. If the employee is not on the active seniority list at the end of the first (1st) twelve month period, the employee shall be eligible to receive the first vacation when the employee returns to the active seniority board; to qualify for each vacation period thereafter, it is sufficient if the em-

## **Article 68**

ployee works ten (10) months out of the twelve (12)-month period, but in no event can the employee earn more than one (1) vacation in each twelve (12)-month period.

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

### **Section 2.**

The vacation pay shall be computed on the basis of 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 3.**

Vacations shall be set by the Employer with due regard to desires and preferences of the employees consistent with efficient operations. However, no Employer shall use this Section to arbitrarily refuse to allow an employee to take a vacation. Employers shall post vacation schedules as of January 1st of each year to allow employees to bid on their vacation. Said vacation schedule shall remain posted for thirty-one (31) days and will be removed on February 1st. Seniority shall prevail. Employees shall only have one (1) first bid in case they split their vacation period.

### **Section 4.**

Vacations shall be forfeited if the employee takes a leave of absence from the Employer without written consent during the vacation period covered.

### **Section 5.**

For the purpose of determining the eligibility for vacation, it is agreed that the time lost by reason of illness of the employee who

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remains on the regular payroll, or nonoperation of the Employer, shall not be charged against the employee.

### **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 7.**

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 8.**

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 or following an observed holiday shall be paid

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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.

### **Section 3.**

If any holiday falls within the thirty (30)-day period following the employees' layoff due to lack of work, and such employees are also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case they shall receive an extra day's pay for each holiday in the week in which they return to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this Part

II. Employees who were laid off because of lack of work and are not recalled to work within the aforementioned thirty (30)-day period are not entitled to the extra pay upon their return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, or shall it be considered as hours worked for weekly overtime.



## **Article 70**

# **ARTICLE 70. PENSION AND HEALTH & WELFARE PAYMENTS**

## **Section 1.**

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

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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.**

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 contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than 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 & 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 offi-

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cials 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 contribu-

## **Article 70**

tions 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 1. Pay Shortages**

Uncontested shortages on paychecks are to be corrected by a supplemental paycheck at the local terminal within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. If this is not done, pay shortages must be paid immediately at the local terminal.

### **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 one (1) week subject to approval of the appropriate Area Joint Arbitration Committee.

## **Article 71**

### **Section 5.**

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

## **ARTICLE 72. RIDERS**

No subject matter negotiated to conclusion and inserted into, deleted from or rejected in the National Master Agreement and/or this Part II will be a proper subject for Local Rider negotiations unless mutually agreed otherwise by the parties or unless specifically referred back.

## **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 74. RETURN TRANSPORTATION**

### **Section 1.**

All employees shall follow the Employer instructions for return transportation. In no case shall employees be allowed to return by means other than bus, train, plane, or any other means of public transportation, unless approved by the Union.

### **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.

## Article 74

(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 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.

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

While establishing any flight, whether the original or the subsequent replacement flight, if the ticket cost of the least expensive airfare and an earlier flight does not exceed \$50.00, the Employer

## **Article 74**

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.

## **Article 74**

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 75. PAID-FOR TIME**

### **Section 1. Call-in Time**

Drivers specifically called to work shall be allowed sufficient time, without pay, to get to the garage or terminal. If not put to work, employees shall be guaranteed eight (8) hours' pay at the hourly rate specified in this Part II provided the driver reports at the agreed time. This provision shall not apply in case of strike or work stoppage, or to flat rates set forth in Local Riders.

### **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 include 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



## **Article 75**

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 of any contested delay time or breakdown time.

## **Section 3. Dealer Problems**

(a) The Employers agree that if and when they are notified by a driver that a dealer is taking excessive delay time to accept delivery of a unit or units, the Employer will make every effort to correct the situation.

## **Article 75**

(b) The Employer shall furnish the destination, telephone numbers (where possible and without penalty) and street address of the dealer where the driver has to drop or pick up.

### **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 76. ACCESSORIAL CHARGES**

### **Section 1.**

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

### **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:

## Article 76

6/1/22	–	\$4.72
6/1/23	–	\$4.91
6/1/24	–	\$5.11

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

6/1/22	–	\$3.64
6/1/23	–	\$3.79
6/1/24	–	\$3.94

## Section 3. Brakes – Lights

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

6/1/22	–	\$5.31
6/1/23	–	\$5.52
6/1/24	–	\$5.74

## 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:

6/1/22	–	\$12.95
6/1/23	–	\$13.47
6/1/24	–	\$14.01

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

6/1/22	–	\$10.61
6/1/23	–	\$11.03
6/1/24	–	\$11.47

## 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:

## Article 76

6/1/22	–	\$15.53 (per deck)
6/1/23	–	\$16.15 (per deck)
6/1/24	–	\$16.80

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

6/1/22	–	\$15.53 (per deck)
6/1/23	–	\$16.15 (per deck)
6/1/24	–	\$16.80

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

6/1/22	–	\$12.95 (per deck)
6/1/23	–	\$13.47 (per deck)
6/1/24	–	\$14.01 (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:

6/1/22	–	\$28.08
6/1/23	–	\$29.20
6/1/24	–	\$30.37

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:

6/1/22	–	\$3.64
6/1/23	–	\$3.79
6/1/24	–	\$3.94

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

## Article 76

6/1/22	-	\$3.64
6/1/23	-	\$3.79
6/1/24	-	\$3.94

## 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:

6/1/22	-	\$4.72
6/1/23	-	\$4.91
6/1/24	-	\$5.11

## Section 9. Axle Shafts

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

6/1/22	-	\$3.64
6/1/23	-	\$3.79
6/1/24	-	\$3.94

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

6/1/22	-	\$3.64
6/1/23	-	\$3.79
6/1/24	-	\$3.94

## Section 10. Tandems

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

6/1/22	-	\$4.72
6/1/23	-	\$4.91
6/1/24	-	\$5.11

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

6/1/22	-	\$4.72
6/1/23	-	\$4.91
6/1/24	-	\$5.11

### 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:

6/1/22	–	\$7.03
6/1/23	–	\$7.31
6/1/24	–	\$7.60

### 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:

6/1/22	–	\$4.56
6/1/23	–	\$4.74
6/1/24	–	\$4.93

### Section 13. Installation of Mud Flaps

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

6/1/22	–	\$4.56
6/1/23	–	\$4.74
6/1/24	–	\$4.93

### Section 14. Deadheading

It is understood that the driveaway 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.

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### **Section 16.**

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

## **ARTICLE 77. 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. 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 78. MILEAGE RATE**

### **Section 1.**

(a) Mileage rates in effect to May 31, 2022, shall be increased as follows:

**Effective 6/1/22 – 12.0%**

**Effective 6/1/23 – 4.0%**

**Effective 6/1/24 – 4.0%**

## **Article 78**

(b) The minimum mileage rate effective May 31, 2022 shall be \$0.52668 per mile and shall receive negotiated increases. Mileage rates in effect May 31, 2022 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 for all miles for the term of this Agreement. New business will include any business that the Employer obtains after June 1, 2022.

### **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 4. 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.



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### **Section 5. 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 6. Three-way Hookup Rate**

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

### **Section 7. 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 8. Five-way Hookup Rate**

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

### **Section 9. Six-way Hookup Rate**

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

### **Section 10. Seven-way Hookup Rate**

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

### **Section 11. 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 12. 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 accesso-

## Article 78

ries 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).

### Section 13. Hourly Rates

(a) Hourly rates in effect for driveaway drivers as of 5/31/22 shall be increased as follows:

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

The minimum hourly rates for driveaway drivers effective June 1, 2022 shall be \$20.34 per hour and shall receive negotiated wage increases.

### Section 14. 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.

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### **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 15.**

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 16.**

The terms, conditions, and wage scales originating out of the Central, Southern and Eastern Areas 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.

### **Section 17. Advances**

The Employer 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 18. 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

## **Article 78**

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 20.**

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

### **Section 21.**

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 79. COST OF OPERATION**

### **Section 1.**

All costs of operation, including gasoline, oil, bridge tolls, ferry tolls, mounting, hooking up of towbars, taxi fare when justified back to point of return transportation, etc., shall be paid by the Employer, and in no case shall the cost of any portion thereof be deducted from the wages of any driver. Drivers may use taxis when bringing back towbars, saddle mounts, or other types of hook-up equipment, with permission of the Employer. All saddles, towbars, safety chains, temporary fenders, etc., shall be shipped at Employer's direction by the employee at the Employer's expense; further provided, that drivers shall not be required to purchase equipment used in the operation, such as blankets, brakes, pins, etc. The Employer hereby agrees to furnish all such necessary items and equipment.

## **Article 79**

Turnpike fees and road tolls shall be paid by the Employer when driver is routed over same by the Employer.

(a) When mutually agreed between the driver and the Company representative at the time dispatch that is necessary to carry extra luggage to conduct Company business (example: coveralls, boots, gloves, winter or rain gear, etc.) and the airline charges for the extra luggage, the Employer shall reimburse the employee for such charges when proper receipts are submitted.

## **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 3.**

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 80. FLAT RATES**

The flat rates in effect 5/31/22 shall be increased as follows:

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

**ARTICLE 81.  
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 82**

# **ARTICLE 82. DAILY, OVERTIME, AND MINIMUM, GUARANTEE**

### **Section 1.**

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

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

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

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

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

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

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

## Article 82

(e) This Section shall not be construed as a guaranteed work-week.

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

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

### Section 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.



## Article 82

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) 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.

## **Article 82**

(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, 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.

## **Article 82**

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

## **Section 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 a 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 83.  
HOURLY RATES AND CLASSIFICATIONS**

**Section 1.**

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

(a) Lead drivers, lead yard employees, checkers and release employees. 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.

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

(b) Pull-out drivers and yard help.

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

(c) Mounting and hookup employees.

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

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

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

## **Article 83**

(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 5.**

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 7.**

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, rail-heads, ports and other facilities subject to the approval of the affected membership prior to implementation.

**ARTICLE 84.  
UTILIZATION OF EMPLOYEES**

**Section 1.**

It shall be the Employer's right to utilize his manpower whenever needed; provided, however, that if employees are temporarily transferred to a lower classification they shall receive the rate of pay established for their higher classification. An employee moving from a lower classification to a higher classification shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employees transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which they are transferred.

**Section 2.**

Seniority shall be recognized on job assignments whenever practicable, provided the senior employee can qualify.

## **Article 85**

### **ARTICLE 85.**

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 86. 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.

## **Article 86**

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 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 4. 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 5. 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 Chairmen of the National Joint Arbitration Committee, or their designees, will meet with the aforementioned Local Union(s) at their request to work out any problems that might arise from this Article.



**Article 86**

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 87.  
TERMINATION CLAUSE**

The term of this Part II is subject to and controlled by all of the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of June 1, 2022.

**FOR THE UNION**

LOCAL UNION NO \_\_\_\_\_, affiliate of International Brotherhood of Teamsters.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

\_\_\_\_\_  
(Company)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

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

**NEGOTIATING COMMITTEE**

**FOR THE EMPLOYERS:**

James D. Osmer, Chairperson  
Kenneth W. Zatkoff, Co-Chairperson  
Peter P. Sudnick, Co-Chairperson  
  
Bruce Jackson, Active USA, Inc.  
Chris Anderson, Active USA, Inc.  
Steve Roberts, Cassens Transport Company  
Mark Brueckner, Cassens Transport Company  
Kirk Conaway, Cassens Transport  
Greg May, Jack Cooper Transport Company  
Craig Irwin, Jack Cooper Transport Company  
Terry Brennan, Jack Cooper Transport Company  
Mike Ford, RCS Transportation LLC

**FOR THE EMPLOYEES:**

Sean M. O'Brien, Chairperson  
Aval Thompson, Co-  
Chairperson  
Jeff Brylski, Co-Chairperson  
Kris Taylor, Co-Chairperson

Fred Zuckerman  
Jason Cooper  
Mark Schmiehausen  
Tim Brown  
Ralph Stubbs  
Matt Daniel  
Roy Gross  
Bill Alexander  
Ted Beardsley  
Dan Shott  
Carl Gasca  
Kevin Lauersdorf, Rank and File  
McKinley Archie, Rank and File  
Dave Trigona, Rank and File  
Don Cooper, Rank and File  
Frank Martinez, Rank and File  
Brian Mann, Rank and File  
Eric Wilson, Rank and File

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

The following seniority provision shall apply exclusively throughout all operations covered by the Eastern Area Supplemental Agreement to the National Master Automobile Transporters Agreement. These provisions shall be set forth in the applicable Local Riders.

**1. Terminal Seniority Transferability**

When a vacancy occurs at a terminal, all employees shall bid on such vacancy based on their total terminal seniority. The employee who successfully bids shall thereafter enjoy said total terminal seniority for all purposes.

Example: If an employee was hired as a yardman in 1960 but transferred to a road job in 1965, he shall enjoy total terminal seniority as of 1960 to bid on any vacancy at the terminal, including a vacancy within the employee's present classification. If he successfully obtains the bid, he shall thereafter enjoy his 1960 seniority for all purposes.

All disputes including alleged inequities shall be subject to review and resolution under this collective bargaining agreement.

**2. Vacancy (Opening)**

(a) The Employer shall determine if there is a vacancy (opening).

(b) A vacancy (opening) may be created by discharge, voluntary quit, death, retirement or the Employer need, as determined by the Employer, for additional employees.

(c) There shall be no vacancy at any operation where there are qualified employee(s) on layoff with recall rights in the work classifications where vacancies (openings) occur.

### **3. Definition--Terminal Seniority**

Terminal Seniority shall be defined as the most recent date of employment at the terminal covered by the Rider or any other terminal seniority date at the terminal covered by the Rider which was mutually agreed by the parties or designated by the National or the

### **4. Qualifications**

(a) The Employer shall determine the qualifications of each employee requesting transfer to a vacancy. The employee must be qualified in accordance with the Employer's established policy and procedure. If the employee is disqualified by the Employer he shall be returned to his former classification position.

(b) If an employee is laid off at the time of filling a vacancy, said employee shall lose recall rights in the laid-off classification because the employee maintains the terminal seniority date in the vacant position.

Employee must notify the Company, in writing, with a copy to the Local Union, of his interest in accepting a vacancy in another classification.

(c) An employee who accepts a vacancy must remain in the new position for a minimum of one (1) year before said employee is eligible to transfer to another vacancy.

### **5. Inclusions and Exclusions in Rider**

(a) Classifications of work which are included:

- (1) Truckaway Drivers;
- (2) Driveaway Drivers;
- (3) Yard Employees;

(b) Classifications of work which are excluded:

- (1) Apprentice Mechanics;
- (2) Mechanics;
- (3) Owner-Operators;
- (4) Drivers for Fleet Owners;
- (5) Office Employees;
- (6) Casuals.

However, in the event employees in the listed classifications 5(a) and 5(b) have been allowed to transfer with seniority in the past, such practices shall continue.

## **6. Effective Date**

The effective date of this Agreement shall be October 1, 1977.

The above Seniority Transferability Agreement was approved by the National Automobile Transporters Negotiating Committee on July 15, 1977 in Cases #2 and #3, heard on joint

Subsequently, the Seniority Transferability Agreement was clarified by the same National Automobile Transporters Negotiating Committee on October 11, 1977, as Cases #4 and #5, which were heard on joint record. At that time the Committee rendered the following decision:

Pursuant to the request of the Eastern Area Employers and Local Unions, the Committee having reviewed the parties Seniority Transferability Agreement and having heard the testimony concerning the parties intent underlying its agreement, reached the following decision with reference to the application of the Eastern Area Seniority Transferability Agreement. Under Article 26 of the National Master Automobile Transporters Agreement and the Eastern Area Seniority Transferability Agreement, all employees may bid any vacancy using their terminal seniority date. When a vacancy occurs, all employees on the seniority list, when the vacancy occurred, on or after October 1, 1977, the effective date of the parties agreement, will have their seniority date revised to reflect the terminal seniority date and will from that time forward use their terminal seniority date as their classification seniority date, but shall retain their Company seniority date for fringe benefits in event it is different than their terminal seniority date. Thereafter, all va-

cancies shall be subject to the parties Seniority Transferability Agreement and employees shall use their terminal seniority date to bid forthcoming vacancies consistent with the parties agreement.

This Memorandum of Understanding is effective as of June 1, 1979.

This Seniority Transferability Agreement is a minimum. In the event an Employer and Local Union have reached or reach an agreement which provides for greater flexibility, they shall set forth such agreement in their respective Local Rider.

**7.**

Nothing in the aforesaid provisions shall be construed to permit bumping among the various above-stated job classifications. Where driver training programs are provided, an employee bidding under this Seniority Transferability Agreement shall be afforded the opportunity to qualify under such training program.





