# CENTRAL AND SOUTHERN AREAS SUPPLEMENTAL AGREEMENT

## Covering

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

For The Period June 1, 2022 September 1, 2025 through August 31, 2025 August 31, 2030

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

## covering

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

PART I General Including Uniform

**Rules and Regulations** 

PART II Truckaway

PART III City Delivery, Pull-Out, Mounting Service and Yard

PART IV Garage PART V Driveaway

PART VI Michigan Office Workers June 1, 2022 September 1, 2025

through August 31, <del>2025</del>-2030

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, 2022September 1, 2025, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

## PART I—GENERAL

ARTICLE 36.

**Section 1. New Employees** 

No Changes

Section 2. Checkoff

No Changes

Section 3. Address, Phone Change

No Changes

ARTICLE 37.

Section 1. Steward's Super-seniority

No Changes

Section 2. Steward's Pay

No Changes

ARTICLE 38.

**Section 1. Seniority** 

Seniority rights for employees as provided under this Agreement and all agreements supplemental hereto shall prevail. Seniority shall only be broken by discharge, voluntary quit, **retirement**, more than a seven (7) year layoff except as otherwise provided herein or for such greater period than seven (7) years as the appropriate Arbitration Committee may direct during the seventh (7th) year.

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

Terminal seniority shall prevail to the extent to which it is set forth in writing in this Agreement and in each of the Supplemental Agreements hereto, including approved Local Riders except as provided for herein.

## **Section 2. Terminal Layoffs**

No Changes

Section 3. Reduction of Board (Applicable to Truckaway)

No Changes

**Section 4.** 

## **Section 5. Additional Help**

No Changes

## Section 6. Voluntary Layoff

No Changes

## Section 7. Extra Equipment

No Changes

## ARTICLE 39. ROAD CHECK CARS

No Changes

## ARTICLE 40. DISCHARGE OR SUSPENSION

No Changes

## UNIFORM RULES AND REGULATIONS AUTOMOBILE TRANSPORTERS CENTRAL AND SOUTHERN AREAS

Governing the Actions of Truckaway, Driveaway and Terminal Employees

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

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

## 1. ACCIDENTS:

- (a) Major chargeable accidents after full investigation. To be considered a major chargeable accident damages must exceed \$5,000.00\\$7,500.00.
  Subject to discharge.
- (b) Minor chargeable accidents after

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

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

Subject to discharge.

- (d) Failure to report employee personal on-thejob injuries promptly
- (e) 1st offense reprimand.
  2nd offense 3-day
  layoff.
  3rd offense 1-week
  layoff.
  4th offense subject to discharge.

## 2. ATTENDANCE:

No Changes

## 3. CONDUCT:

No Changes

## 4. DAMAGES:

No Changes

## 5. DRIVING SCHEDULES:

No Changes

## 6. EQUIPMENT:

No Changes

## 7. REPORTS:

No Changes

## 8. MISCELLANEOUS:

No Changes

## 9. GARNISHEE SUITS:

No Changes

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

No Changes

## ARTICLE 41. EXAMINATION 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, Employer shall pay for all such examinations, except for chauffeurs', operators' commercial drivers licenses in the city or state where driver is employed. Employer shall pay for all other such chauffeurs' licenses and examinations. Employees will not be required to take examinations during their working hours. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two (2) year period, the employee will be paid for all time spent at the place of examination except in the case of the first (1st) physical. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined 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. If the third (3rd) doctor's opinion is that the employee is fit for work, the employee must be returned to work within seven (7) calendar days of this decision or the Employer shall be responsible for all lost wages and benefits. 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.

In those states where Workers' Compensation statutes or regulations do not permit an injured employee to select his/her own treating physician, the Employer shall provide a list or panel of no less than three (3) Board-certified physicians from which the employee may choose, unless prevented by state law.

Where an employee is injured on the job and is referred to a specialist by the Employer's doctor, if the specialist approves him to go back to work, he 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 him off after receiving the specialist doctor's report.

Employees are required to go to the doctor selected by the Employer. <u>However, for a DOT physical, Employees may choose their own State Certified DOT Doctor at the employees expense.</u>

## Section 2.

No Changes

## ARTICLE 42. LODGING

No Changes

## ARTICLE 43. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

## Section 1.

No Changes

## Section 2.

No Changes

## Section 3.

No Changes

## Section 4. West Coast Mirrors and Windshield Washers

No Changes

### Section 5.

No Changes

## Section 6.

No Changes

## Section 7.

No Changes

### Section 8.

No Changes

## Section 9.

No Changes

## Section 10.

No Changes

## ARTICLE 44. REPORTING AND DISPATCH TIME

No Changes

## ARTICLE 45. INSPECTION OF VEHICLES

No Changes

**ARTICLE 46. RULES AND** 

### REGULATIONS

No Changes

### ARTICLE 47. ABSENCE

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

No Changes

## Section 2. Leave of Absence

No Changes

## Section 3. Leave for Non-covered Position

No Changes

## ARTICLE 48. UTILIZATION OF EQUIPMENT

Section 1.

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

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

the appropriate hourly rate in effect at the time of such delay.

In the event the terminal does not have or does not keep time records for these types of dispatches, then the driver's own records; i.e., logs and/or extra pay request forms will establish the time to be paid.

The type of local dispatch; i.e., "seniority", "time" and/or "first in first out" may not interfere with expediting any otherwise eligible backhauling driver under this section.

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

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

(b) Any driver voluntarily going into a foreign terminal to handle overflow traffic, will work out of that terminal at the bottom of the open board, as defined at that location, under the local dispatch rules governing such terminal for a period not to exceed twenty-one (21) days. Any such driver will be entitled to the daily guarantee under Article 60 and all motel expenses will be paid by the foreign terminal and will receive \$35.00 each day for meals while working out of that terminal and will be provided with a load in the direction of the foreign terminal in order to get him/her to that location, and will be given a load in the direction of his/her home terminal at the conclusion of the assignment, in both instances irrespective of the dispatch procedures in effect.

- (c) No company shall utilize any provisions of this Article in order to interfere with and/or circumvent other contractual requirements under Article 38 of this Agreement.
- (d) Employers who operate a central dispatch or similar system will maintain a procedure for documenting calls made by drivers regarding backhauls, and information regarding individual cases will be made available to the local union upon request. Where the Employer tape records such calls, the information will include logs of those tapes.
- (e) Foreign road drivers will not be dispatched under this Article 48 with any loads of less than thirty (30) miles to the first drop.
- (f) A driver on an Article 48, Section 1(b) work assignment who is required to take a 34-hour restart will be entitled to a daily guarantee during that period.

## Section 2.

No Changes

## Section 3.

No Changes

## Section 4.

No Changes

## **Section 5. A-B-C Dispatches**

No Changes

### Section 6.

No Changes

## Section 7. Voluntary Open Board

## ARTICLE 49. JOINT COMMITTEE FOR UTILIZATION AND RETURN HAUL

No Changes

## ARTICLE 50. SAFETY AND/OR DAMAGE PREVENTION MEETINGS

No Changes

## **ARTICLE 51. VACATIONS**

Section 1.

No Changes

Section 2.

No Changes

Section 3.

No Changes

Section 4.

No Changes

Section 5.

No Changes

## Section 6.

If an employee takes his vacation during a week in which one (1) of the specified holidays occurs, he/she shall be entitled to holiday pay in addition to his/her vacation pay.

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

If an employee takes vacation in a week that includes a holiday, the extra day off should be the work day before the vacation or the work day after vacation.

## Section 7.

No Changes

Section 8.

No Changes

## **ARTICLE 52. HOLIDAYS**

No Changes

Section 1.

No Changes

**Section 2.** 

No Changes

## ARTICLE 53. HEALTH AND WELFARE

Effective <u>September 1, 2025</u>July 31, 2022, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of <u>four hundred seventy-eight dollars and thirty-eight cents (\$478.38) five hundred thirty-two dollars and forty cents (\$532.40) per week. However, if a participant works only two days or less in a week, the Employer is only obligated to pay thirty four dollars (\$34.00) for that week.</u>

Weekly contributions thereafter will be made to maintain C-6/Teamcare coverage as follows:

Effective July 30, 2023August 2, 2026, an amount not to exceed \$507.08\$553.70 per week; Effective August 4, 2024August 1, 2027, an amount not to exceed \$547.65\$575.80 per week. Effective August 1, 2028 and August 1, 2029, the Employer shall contribute the rates as provided by Central States, Southeast and Southwest Areas Health and Welfare Fund to maintain coverage.

(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 specifically stated otherwise in the Supplemental Agreement(s).

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

Disputes or questions of interpretation concerning requirement the make contributions on behalf of particular employees or classifications 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.

New York employees shall be covered by the Automobile Transporters Welfare Fund of New York and the Chicago employees shall be covered by the Local Union #710 Welfare Fund.

The Employer and TNATINC reserve the right to negotiate health and welfare coverage with Plans other than Central States, Southeast, and Southwest Areas Health and Welfare fund.

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, 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.

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 and Welfare 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 and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Central and Southern Areas Supplemental Agreements are eligible to participate in the Health and Welfare Program provided for under Article 53 of this Agreement.

The Trustees their designated or 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 regarding Agreement 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 owneroperators, lessors and employees of fleet (excluding any supervisory, owners managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe be subject to the Employer's contribution obligation.

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

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.

The Employer will have a specific procedure in place, including designated management personnel, for employees to access in order to address Health and Welfare coverage issues which may arise following an employee's return to work so that appropriate insurance coverage can be verified.

## **ARTICLE 54. PENSION**

Beginning July 31, 2022September 1,

<u>2025</u>, 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 Agreement, the (b) 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 Agreement and who otherwise meet the eligibility requirements of the pension plan.
- (c) 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).
- (d) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.
- (e) During the life of this Agreement, the Employer shall continue to make contributions to the Pension Fund in such amount as may be determined on an annual basis by the Pension Fund 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 classifications 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.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for all employees except employees who are members of Local Union #710 who shall be covered by the Local Union #710 Chicago Pension Fund. There shall be no other pension fund under this Agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all no-tice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or offthe-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 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 Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Central and Southern Areas Supplemental Agreements are eligible to participate in the Pension Program provided for under Article 54 of this Agreement.

The Employer shall make contributions into the applicable Pension Fund in the maximum amount of sixty-eight dollars and forty cents (\$68.40) day effective July 31, per 2022September 1, 2025, for casual or extra employees. On July 30, 2023 August 2, 2026, August 1, 2027, August 1, 2028 and August 1, 2029 August 4, 2024, this daily contribution rate shall be increased in the amount of the 8-hour equivalent of the hourly increases, if any, allocated to pension under Article 54(e), above, each such date. The Pension Fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on his

behalf.

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 regarding coverage Agreement 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-opera- tors, 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.

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

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 ap- propriate health, welfare or pension plan ceases.

## ARTICLE 55.

## **Section 1. Sanitary Facilities**

No Changes

## **Section 2. Pay Shortages**

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

request form or the trip number involved.

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

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

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

## **Section 3.**

No Changes

## Section 4.

No Changes

## Section 5.

## ARTICLE 56.

No Changes

## **ARTICLE 57. TERMINATION CLAUSE**

The term of the Supplemental Agreement is subject to and controlled by all 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, 2022September 1, 2025.

## FOR THE UNION

LOCAL UNION NO_, affiliate of International Brotherhood of Teamsters.
international Brotherhood of Teamsters.
By
(Signed)
Its
(Title)
FOR THE COMPANY
(Company)
By
(Signed)
Its
(Title)

## PART II—TRUCKAWAY

## ARTICLE 58.

## **Section 1. Loading Rate**

The per unit loading pay shall be as follows:

	RATE PER VEHICLE		
	6/1/22	6/1/23	6/1/24
6 Vehicles or less	<del>\$4.94</del>	<del>\$5.19</del>	<del>\$5.40</del>
7 Vehicles	<del>\$5.13</del>	<del>\$5.39</del>	<del>\$5.61</del>
8 Vehicles	<del>\$5.72</del>	<del>\$6.01</del>	<del>\$6.25</del>
9 Vehicles	<del>\$6.32</del>	<del>\$6.64</del>	<del>\$6.91</del>
10 Vehicles	<del>\$6.81</del>	<del>\$7.15</del>	<del>\$7.44</del>
11 Vehicles	<del>\$7.27</del>	<del>\$7.63</del>	<del>\$7.94</del>
12 Vehicles	<del>\$7.75</del>	<del>\$8.14</del>	<del>\$8.47</del>
13 Vehicles	<del>\$7.84</del>	\$8.23	<del>\$8.56</del>
14 Vehicles	<del>\$7.91</del>	<del>\$8.31</del>	<del>\$8.64</del>

Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate per-car loading rate will be determined by the Central/Southern Negotiating Committee.

The drivers shall load vehicles on trucks, whenever requested by the Employer, but the Employer shall have the option to load vehicles by employees other than drivers.

Proper loading dock facilities shall be provided and reasonable yard help shall be furnished. Any dispute concerning size of yard crew or dock facilities shall be handled as a grievance.

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.

At least one (1) mechanic to be on duty at regular dispatch time.

Mechanic shall remain on duty up to two (2) hours after regular dispatch ends if any drivers are still loading.

Dealers' delivery addresses, and not post office boxes, phone numbers, and available information relating to known problem or offsite dealership loading areas are to be shown on all invoices or delivery sheets.

Where driver is given a double dispatch on Friday, and is unable to load the second (2nd) load on Friday and/or is instructed by the Employer to load and deliver on Saturday, at least one (1) mechanic must be on duty while he is loading.

## **Section 2. Penalty for Improper Baying of Cars**

No Changes

## **Section 3. Time Allowance Loading**

No Changes

## Section 4.

No Changes

## Section 5. Pickup at Plant

No Changes

## Section 6.

No Changes

## Section 7.

## Section 8.

No Changes

## Section 9.

No Changes

### Section 10.

No Changes

### Section 11.

Return Transportation - When a driver leaves a unit and returns to his home terminal or is dispatched to another terminal to pick up a unit, he shall be provided transportation the same as driveaway drivers. Where drivers ride together in a return vehicle, each driver will be paid the hourly rate. At any location, the Employer and Local Union in cases of equipment transfer may agree to other than public transportation. If there is an agreement between the Employer and Local Union at a location that other than public transportation may be utilized in cases of equipment transfer, compensation for the trip shall be the hourly rate for the number of hours involved in the trip, to be divided among any drivers in the vehicle.

## Section 12.

No Changes

## ARTICLE 59.

Section 1. Paid-for Time

No Changes

## **Equipment Shopping**

No Changes

## Section 2. Call-in Time

No Changes

## Section 3. Layovers, Breakdowns or Impassable Highways

(a) When a driver is delayed through no fault of his own, such as weather conditions, waiting over weekends and/or holidays, unnecessary telephone calls, impassable highways where the highway is closed or breakdowns, or unnecessary delays at terminals or destinations, including at plants, shipyards, ports, auction houses and/or other pickup points, he 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 twentyfour (24) hour period, except when employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period, as well as all time lost due to delays as a result or certificate violations overloads involving federal, state or city regulations, which occur through no fault of the driver, the driver 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. When a driver is broken down and relieved from his truck, delays in a hotel do not have to be logged to receive compensation for said delay.

## **Application of Preceding:**

No Changes

## **Unloading Delays**

No Changes

### Clevises

Section 4. Dism	ounting W	heels		1st Skid Drop	<del>\$4.35</del>	<del>\$4.57</del>	<del>\$4.75</del>
No Changes				2nd Skid Drop	<del>\$9.52</del>	<del>\$10.00</del>	<del>\$10.40</del>
				3rd Skid Drop	<del>\$10.18</del>	<del>\$10.69</del>	<del>\$11.12</del>
Section 5. Car (	Cover Insta	allation		4th Skid Drop	<del>\$10.91</del>	<del>\$11.46</del>	<del>\$11.92</del>
No Changes				5th Skid Drop	<del>\$11.94</del>	<del>\$12.54</del>	<del>\$13.04</del>
C				6th Skid Drop	<del>\$12.89</del>	<del>\$13.53</del>	<del>\$14.07</del>
Section 6. Tire	Change			7th Skid Drop	\$13.83	<del>\$14.52</del>	<del>\$15.10</del>
No Changes				8th Skid Drop	<del>\$14.82</del>	<del>\$15.56</del>	<del>\$16.18</del>
C				9th Skid Drop	<del>\$15.78</del>	<del>\$16.57</del>	<del>\$17.23</del>
Section 7. Split	Deliveries			and over			
In delivery of a metropolitan op-			_		6/1/22	6/1/23	6/1/24
SPLIT DELIV	ERIES			1st skid drop	<del>\$4.35</del>	<del>\$4.57</del>	<del>\$4.75</del>
	6/1/22	<del>6/1/23</del>	6/1/24	2nd skid drop			
1st Skid Drop	\$4.35	\$4.57	\$4.75	and each			
2nd Skid Drop	<del>\$6.87</del>	\$7.21	<del>\$7.50</del>	additional drop	<del>\$5.30</del>	<del>\$5.57</del>	<del>\$5.79</del>
3rd Skid Drop	<del>\$7.64</del>	<del>\$8.02</del>	<del>\$8.34</del>				
4th Skid Drop	<del>\$8.44</del>	<del>\$8.86</del>	<del>\$9.21</del>	Effective 9/1/25	2.5%		
5th Skid Drop	<del>\$9.42</del>	<del>\$9.89</del>	<del>\$10.29</del>	Effective 9/1/26			
6th Skid Drop	<del>\$10.39</del>	<del>\$10.91</del>	<del>\$11.35</del>	<u> </u>			
7th Skid Drop	\$11.39	\$11.96	\$12.44	Effective 9/1/27	_		
8th Skid Drop	\$12.32	\$12.94	\$13.46	Effective 9/1/28			
9th Skid Drop	<del>\$13.29</del>	<del>\$13.95</del>	<del>\$14.51</del>	Effective 9/1/29	4%		

 Effective 9/1/25
 2.5%

 Effective 9/1/26
 2.5%

 Effective 9/1/27
 3%

 Effective 9/1/28
 4%

 Effective 9/1/29
 4%

and over

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

## SPLIT DELIVERIES IN LARGE CITIES

6/1/22 6/1/23 6/1/24

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

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

## **Section 8.**

No Changes

## **Section 9. Deadheading**

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

	6/1/22	6/1/23	6/1/24
4 car loads per	<del>\$1.33905</del>	<del>\$1.40600</del>	<del>\$1.46224</del>
mile			
2 and/or 3 car	<del>\$1.33611</del>	<del>\$1.40292</del>	<del>\$1.45904</del>
loads under			
12,500 lbs. per			
mile			

Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

providing that these rates will not pay less than fifty percent (50%) of total miles traveled at the regular rate, on single or two legged trips.

## On multi-legged trips, sixty percent (60%) on all miles traveled will be paid at the regular rate.

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

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

## ARTICLE 60. DAILY GUARANTEE

No Changes

ARTICLE 61.

## **Section 1. Wages**

No Changes

## Section 2. 4-Car Rates

The following rates of pay for four (4) car equipment or truck equipment, or equipment hauling farm tractors, or three (3) car equipment hauling loads of 12,500 pounds or more shall take effect on the dates shown:

	6/1/22	6/1/23	6/1/24
1 through 150 miles: per loaded mile	\$1.40586	<del>\$1.47615</del>	<del>\$1.53520</del>
151 miles: flat rate per load	<del>\$212.79</del>	<del>\$223.43</del>	<del>\$232.37</del>
152 miles and	\$1.39993	\$1.46993	\$1.52873
beyond: per loaded mile			
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

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

	6/1/22	6/1/23	6/1/24
1 through 150 miles: per loaded mile	\$1.18211	\$1.24122 \$1.22407	\$1.29087
Over 150 miles: per loaded mile	\$1.17616	\$1.23497	\$1.28437
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

## Section 3. 2 and/or 3-Car Rates

The following rates of pay for two (2) and/or

three (3) car equipment up to 12,500 pounds shall take effect on the dates shown:

1 4hmayyah 150	-6/1/22	6/1/23	6/1/24
1 through 150 miles: per loaded miles	\$1.39993	<del>\$1.46993</del>	\$1.52873
151 miles: flat rate per load	<del>\$211.89</del>	<del>\$222.48</del>	<del>\$231.38</del>
152 miles and beyond: per loaded mile	\$1.39399	\$1.46 <del>3</del> 69	\$1.52224
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

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

	6/1/22	6/1/23	6/1/24
1 through 150 miles: per loaded mile	<del>\$1.17616</del>	<del>\$1.23497</del>	<del>\$1.28437</del>
Over 150 miles: per loaded mile	<del>\$1.17021</del>	\$1.22872	<del>\$1.27787</del>
Effective 9/1	/25 2.5	<u>5%</u>	
Effective 9/1	/26 2.5	<u>5%</u>	
Effective 9/1	/27 3%	<u>′o</u>	
Effective 9/1	/28 49/	<u>′o</u>	
Effective 9/1	/29 4%		

## **Section 4. Multiple Car Rates**

The rates for delivering five (5) standard automobiles and/or mixed loads of standard and compact automobiles shall be three cents  $(3\phi)$  per mile in addition to the regular rate

established for four (4) car equipment.

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

	6/1/22	6/1/23	6/1/24
1 through			
150 miles:	<del>\$1.44148</del>	<del>\$1.51355</del>	<del>\$1.57409</del>
per loaded			
mile			
151 miles:	<del>\$218.21</del>	\$229.12	\$238.28
flat rate	Ψ=10.=1	<b>4-1311</b>	<b>4_0</b> 0. <b>_</b> 0
per load			
152 miles	<del>\$1.43556</del>	<del>\$1.50734</del>	<del>\$1.56763</del>
and	ψ1. <del>1</del> 3330	ψ1.50/54	ψ1.50/05
uiiu			
beyond:			
per loaded			
mile			
Effective 9/1	/25 2.5	<u>5%</u>	
Effective 9/1	/26 2.5	<u>5%</u>	
Effective 9/1	<u>/27 3%</u>	<u>o</u>	
Effective 9/1	/28 4%	<u>′</u>	
Effective 9/1	/29 4%	<b>0</b>	
		_	

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

	6/1/22	6/1/23	6/1/24
1 through 150 miles: per loaded mile	<del>\$1.21770</del>	<del>\$1.27859</del>	\$1.32973
Over 150 miles: per loaded mile	\$1.21177	\$1.27236	\$1.32325
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

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

cumulative mileage.

### Section 5. Filler Loads

No Changes

## Section 6. Compact Cars, Foreign and/or Domestic

No Changes

### Section 7.

When a driver makes a trip which is paid on the basis of the multiple car rate (Article 61, Sections 4 and 6) he shall receive in addition to the other compensation provided for therein, one-fourth cent  $(1/4\phi)$  per cargo unit over the fifth (5th) cargo unit per mile over two hundred (200) miles, regardless of whether drop or drops are made on such load under two hundred (200) miles.

## **Section 8. Double Trailer Rate**

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

	6/1/22	6/1/23	6/1/24
Per running mile	<del>\$0.76765</del>	<del>\$0.80603</del>	<del>\$0.83827</del>
Effective 9/1	/25 2.5	<u>5%</u>	
Effective 9/1	/26 2.5	<u>5%</u>	
Effective 9/1	/27 3%	<u>′o</u>	
Effective 9/1	/28 4%	<u></u>	
Effective 9/1	/29 4%	<u></u>	

## **Section 9. Sleeper Cabs**

No Changes

## **Section 10. Flat Rates**

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

periods:

(b) Local Riders containing driving zone rates, flat rates and/or spot rates where a differential for the sixth (6th) and seventh (7th) car has been provided for shall not receive the additional one dollar (\$1.00) per car provided herein. Increases for shuttle runs and incentive rates will be worked out on a local basis.

## **Section 11. Hourly Rates**

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

June 1, 2022	\$28.54 per hour
June 1, 2023	\$29.97 per hour
June 1, 2024	\$31.17 per hour
Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%
Section 12. Non-cor	npetitive Return Loads

## Section 12. Non-competitive Return Loads

No Changes

## **Section 13. Rail Diversion (Article 22)**

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

	6/1/22	6/1/23	6/1/24
Full	Full/50%	of the rat	es under

rate/Half	Article 61, Section 4.		
rate			
Agreements:			
Running Mile	\$0.79 426	\$0.83 397	\$0.867 33
Agreements:			

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% **2.5%** per running mile and **9% 2.5%** per loaded mile (4.5% <u>1.25%</u> on half rate) effective June 1, 2022 September 1, 2025; 5% 2.5% per running mile and 5% 2.5% per loaded mile (2.5% 1.25% on half rate) effective June 1, 2023 September 1, 2026; and 4% 3% per running mile and 4% 3% per loaded mile (2% 1.5% on half rate) effective June 1, 2024 September 1, 2027; 4% per running mile and 4% per loaded mile (2% on half rate) effective September 1, 2028; and 4% per running mile and 4% per loaded mile (2% on half rate) effective September 1, 2029.

## Section 14.

No Changes

## **Section 15. Mileage Determination**

No Changes

## Section 16. Broken-Down or Wrecked Equipment

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

(b) The minimum rate in this Section shall

be as follows on each of the following dates:

June 1, 2022		\$78.74
June 1, 2023		\$82.68
June 1, 2024		\$85.99
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

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

June 1, 2022		\$1.31386 per mile
June 1, 2023		\$1.37955 per mile
June 1, 2024		\$1.43473 per mile
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

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

## **Section 17. Student Drivers**

No Changes

## Section 18.

No Changes

## Section 19.

No Changes

## Section 20. C.O.D.

## Section 21. Turnpikes and Toll Roads

No Changes

## Section 22.

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

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

## Section 23.

No Changes

## Section 24.

No Changes

## Section 25.

No Changes

## Section 26. Off Road/Utility Type Vehicles

No Changes

## **Section 27. Secondary Traffic**

No Changes

### ARTICLE 62.

## **Section 1. Owner-operators 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 tractors and semi-trailers provided the Employer assumes complete control and supervision of such equipment.

In the event any Employer hires owneroperators or establishes an owner-operator facility or operation during the terms of 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 agreeable revisions
to this Article 62.

## Section 2. Separate Drivers Checks

No Changes

## Section 3.

No Changes

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

No Changes

## Section 5.

No Changes

## Section 6.

No Changes

## Section 7.

No Changes

## Section 8.

No Changes

## **Section 9. Bobtail Insurance**

No Changes

## Section 10.

No Changes

## Section 11.

## **Section 12. Employee Owner-Drivers**

No Changes

## ARTICLE 63. TERMINATION CLAUSE

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 September 1, 2025.

## FOR THE UNION

LOCAL UNION NO_, affiliate of International Brotherhood of Teamsters.
By
By(Signed)
Its
(Title)
FOR THE COMPANY
(Company)
Ву
(Signed)
Its
(Title)

## PART III—LOCAL

## ARTICLE 64. REDUCTION OF BOARD

No Changes

## ARTICLE 65. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

### Section 1.

No Changes

### Section 2.

No Changes

### 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 and a personal holiday.

Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 52. Premium pay for Sunday is contingent upon the employee having no uncompensated days off during his regularly-scheduled workweek. If, however, the employee loses work during the workweek through no fault of his own, he will not be deprived of double time pay for work performed on Sunday.

(b) All work performed on the sixth (6th) day worked within a workweek shall be paid at one and one-half (1-1/2) times the applicable hourly rate. All work performed on the seventh (7th) day worked within a

workweek shall be paid at two (2) times the applicable hourly rate. Compensable days shall be considered days worked for the purpose of this provision; and, if an employee is recalled from layoff during the regular workweek, he shall be considered to have worked on the days preceding the day of recall for the purpose of this provision; and further provided, the lack of work on a day during the scheduled workweek will not deprive an employee of overtime on the sixth or seventh day.

Employees working four (4) consecutive tenhour shifts shall be paid time and one-half (1-1/2) the applicable hourly rate after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5th) day worked within a workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6th) and/or seventh (7th) day worked within a workweek. Compensable days shall be considered days worked for the purpose of this provision; and, if an employee is recalled from layoff during the regular workweek, he shall be considered to have worked on the days preceding the day of recall for the purposes of this provision; and further provided, the lack of work on a day during the scheduled workweek, will not deprive an employee of overtime/premium pay on the fifth, sixth, or seventh day.

The language in the above two paragraphs shall not supercede current local riders covering the subject matter; and, furthermore, it does not preclude future negotiation at the local level as to the subject matter.

## ARTICLE 66. HOURLY RATES AND CLASSIFICATIONS

## Section 1.

The scale of hourly wages for the following classifications of local work as set forth

below are minimum rates effective on the dates shown:

	6/1/22	6/1/23	6/1/24
(a) Lead drivers, lead yard employees, checkers and release employees	<del>\$28.50</del>	<del>\$29.93</del>	\$31.13
(b) Pull-out drivers and yard help	\$28.39	<del>\$29.81</del>	\$31.00
(c) Mounti ng and hookup employees	<del>\$28.50</del>	<del>\$29.93</del>	\$31.13
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

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

## **Section 2. Hourly Rate Increases**

All employees shall receive the following hourly rate increases effective:

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

### **Section 3. Shift Differential**

No Changes

## Section 4.

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

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

## Section 5. Riders to be Reduced to Writing

No Changes

## Section 6.

No Changes

## Section 7.

No Changes

## Section 8.

No Changes

## Section 9.

## Section 10. FOR THE UNION No Changes LOCAL UNION NO\_, affiliate of International Brotherhood of Teamsters. ARTICLE 67. **Section 1. Utilization of Employees** By\_\_\_\_ (Signed) No Changes Section 2. (Title) No Changes ARTICLE 68. FOR THE COMPANY **Section 1. Pay Period and Deductions** No Changes (Company) Section 2. No Changes (Signed) Section 3. Its No Changes (Title) ARTICLE 69. No Changes ARTICLE 70. **TERMINATION CLAUSE** 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 September 1,

2025.

## PART IV—GARAGE

## ARTICLE 71.

## **Section 1. Seniority**

No Changes

## Section 2.

No Changes

## Section 3.

No Changes

## Section 4.

No Changes

## ARTICLE 72.

## Section 1.

No Changes

## Section 2. Workweek

No Changes

## Section 3. Guaranteed Workweek

No Changes

## **Section 4. Overtime and/or Premium Rates**

No Changes

### Section 5. Call-back Guarantee

No Changes

### Section 6.

No Changes

## Section 7. Day Off

(a) The subject matter of a day off in a calendar week for hourly employees shall be a proper subject matter for Local Rider negotiations. If parties are unable to arrive at

an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.

(b) If an employee wants time off work on Saturday, Sunday or a holiday (or scheduled days' off), the employee must submit a seventy-two (72)-hour notice to the Employer, in writing, for such time off. The Employer will permit 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. A minimum of one shop person can be off, provided there are at least three (3) mechanics on the shift.

## ARTICLE 73.

## **Section 1. Wage Scale**

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

Effective Classification	6/1/22	6/1/23	6/1/24
Lead person		(See Note	<del>1)-</del>
Welder, Layout person, Diesel Mechanics, Automotive Electricians Combination Welder	\$30.83	<del>\$32.37</del>	<del>\$33.66</del>
Mechanic	<b>***</b>	<b>#2</b> 0.60	<b>#24.02</b>
Journeyman Mechanics	<del>\$29.14</del>	<del>\$30.60</del>	<del>\$31.82</del>
Painter and/or Sandblaster	<del>\$29.03</del>	<del>\$30.48</del>	<del>\$31.70</del>
Advanced Apprentice Mechanics (See	<del>\$28.92</del>	<del>\$30.37</del>	<del>\$31.58</del>
Note 2)			
Head Stockman	\$28.99	<del>\$30.44</del>	<del>\$31.66</del>

Effective	6/1/22	6/1/23	6/1/24
Classification			
Stockroom	<del>\$28.70</del>	<del>\$30.14</del>	<del>\$31.35</del>
Clerks			
Helper (See Note	<del>\$28.89</del>	<del>\$30.33</del>	<del>\$31.54</del>
3)			
Washers and	<del>\$28.17</del>	<del>\$29.58</del>	<del>\$30.76</del>
Porters New			
Hires			
Effective 9/1/25	2.5%		
Effective 9/1/26	2.5%		
Effective 9/1/27	3%		
Effective 9/1/28	4%		
Effective 9/1/29	4%		

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

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

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

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

Anv additional pav for advanced certifications required by the Company shall be subject to local agreement.

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

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

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

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

## Section 2. Shift Differential

No Changes

### Section 3.

No Changes

## Section 4.

No Changes

## **Section 5. Coveralls**

No Changes

## Section 6.

### Section 7.

No Changes

## **Section 8.**

No Changes

## Section 9.

No Changes

## Section 10.

No Changes

## **Section 11. Tool Allowance**

Effective 12/1/22 12/1/25 and each year thereafter the Employer will provide a tool allowance of one thousand two hundred fifty dollars (\$1,000.00) (1,250) to diesel mechanics. This provision supersedes all Local Rider Agreements; except Local Rider Agreements which provide a higher tool allowance, in which case mechanics currently receiving such higher amount shall be redcircled.

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

## ARTICLE 74.

## **Section 1. Utilization of Employees**

No Changes

## Section 2.

No Changes

## Section 3.

No Changes

## ARTICLE 75.

## **Section 1. Pay Period and Deductions**

No Changes

## Section 2.

No Changes

## Section 3.

No Changes

## ARTICLE 76.

No Changes

## ARTICLE 77. VACATIONS

No Changes

## ARTICLE 78. TERMINATION CLAUSE

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 September 1, 2025.

## FOR THE UNION

LOCAL UNION NO_, affiliate International Brotherhood of Teamsters.	of
By(Signed)	
Its(Title)	

## FOR THE COMPANY

	(Company)	
By		
•	(Signed)	
Its_		
	(Title)	

## PART V—DRIVEAWAY

## ARTICLE 79. SCOPE OF AGREEMENT

## Section 1.

No Changes

## Section 2.

No Changes

## Section 3. Lowboys

No Changes

## ARTICLE 80. STEWARDS

## Section 1. Steward's Super-seniority

No Changes

## Section 2. Steward's Pay

No Changes

## **ARTICLE 81. SENIORITY**

## Section 1.

Seniority rights for employees as provided under this Part V and all agreements supplemental hereto, shall prevail. Seniority shall only be broken by discharge, voluntary quit, **retirement**, 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.

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 V including approved Local Riders.

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

## **Section 2. Terminal Layoffs**

No Changes

## Section 3. Reduction of Board

No Changes

## **Section 4. Additional Help**

No Changes

## Section 5. Driver deemed inadmissible under Canadian immigration law

No Changes

## ARTICLE 82. REPORTING AND DISPATCH TIME

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

In addition, there shall be two standing seniority dispatches established at all locations: one at 9:00 AM and one at 2:00 PM. After all loads have been offered across both boards, any driver clearing from a load after 2:00 PM shall have the option to immediately select and depart on any available load. This provision shall not interfere with the right of any local union to negotiate local agreements where riders govern the application and use of the two standing dispatches. When dispatching at home terminal the 2:00 PM dispatch will be voluntary, unless there is specific language otherwise in the Driveaway Supplement.

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) ETA - A reasonable ETA will be calculated at 500 miles per day, with an additional day un-deck to **EXAMPLE:** (a) a 1,800 to 2,000 mile trip will be a 4 day trip plus an additional day for undecking (totaling 5 days); (b) a 2,001 - 2,449 mile trip will be a total of 5 days plus an additional day for undecking (totaling 6 days). The driver will be expected to travel the same day upon completion of delivery when applicable. Provision of Article 88, Section 2 will apply.

## (B) (C) (1) Non-Vaccinated Driver(s) – Home Terminal

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

## B. (C) (2) Non-Vaccinated Driver(s) – Backhaul Terminal

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

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

## **ARTICLE 83. VACATIONS**

## **Section 1.**

No Changes

## Section 2.

No Changes

## Section 3.

No Changes

### Section 4.

No Changes

### Section 5.

No Changes

## Section 6.

No Changes

## Section 7.

No Changes

## Section 8.

No Changes

## **ARTICLE 84. HOLIDAYS**

## Section 1.

No Changes

## Section 2.

All employees, except probationary employees, who are available for work

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

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

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

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

Drivers performing work on the holiday stated 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.

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.

No Changes

## **ARTICLE 85. PAY CONDITIONS**

## **Section 1. Pay Shortages**

No Changes

## Section 2. Payday

No Changes

### Section 3.

No Changes

### Section 4.

No Changes

### Section 5.

No Changes

## ARTICLE 86. SPECIAL DRIVERS

No Changes

## ARTICLE 87. RETURN TRANSPORTATION

## Section 1.

No Changes

### Section 2.

- (a) Drivers shall be reimbursed for rail or bus fare whichever is higher, no receipt necessary, on all trips up to three hundred (300) miles. Any change in such rates shall be reflected in the fare paid to the driver.
- (b) Coach plane fare shall be allowed on trips over three hundred (300) miles from the home terminal or next pickup point based on Household Goods point-to-point mileage. A Local Union and an Employer, by mutual agreement, can work out a mileage allowance in lieu of coach plane fare. When a mileage allowance is worked out in lieu of actual coach plane fare in a Local Rider, no receipt will be necessary; however, in absence of such an agreement, a receipt will be necessary before a driver will be reimbursed. Existing

Local Rider conditions shall not be affected by provisions of this paragraph. Drivers will be given the backhaul rate when driving a rental car.

- (c) The Employer may require that drivers use the least expensive airfare available as long as drivers are not denied work opportunity and are not unreasonably delayed as the result of having been compelled to accept the least expensive airfare.
- (d) (1) After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is scheduled to arrive the earliest at the return destination, or choose a different flight and compensate the driver at the appropriate hourly rate for all time 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. A shower will be made available to drivers at a truck stop (if possible) provided the driver is traveling the same day and takes the next available dispatch, if not occupying a hotel stay.

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

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

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

in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight assigned by the Employer.

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

- (e) A driver may utilize his/her ticket to arrange for an earlier return on any airline, whether relating to the original established flight or any subsequent replacement flight, as long as said exchange does not exceed a \$50.00 cost to the Employer. If the driver in arranging for any flight change from that established by the Employer either originally or subsequently, realizes a savings to the Employer, the savings will be divided equally between the driver and the Employer.
- (f) All drivers must turn in their boarding pass and seat assignment ticket receipts and stubs and all refund documentation with their trip papers.

## Section 3. Driver's Return Option – Home Domicile

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

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

## 2,201 miles and 2,499 miles and within 500 miles of the backhaul location or repower at his/her last delivery, driver may be required to take a backhaul.

- (b) A driver who starts his/her their 7-day work week from his/her home terminal and who is in a backhaul situation during that work week can elect to return to his/her home domicile after delivering 8 units or more within that 7-day week.
- (c) A driver who starts his/her 7-day work week from his/her home terminal and takes multiple trips out of his/her home domicile during that work week can elect to return to his/her home domicile after logging at least 63 hours of compensated time during that 7-day week.

Non-productive Day Credit 440 miles/day (8 hours x 55 mph) for days where no miles are generated through no fault of the driver, provided that subsection (a), (b), and (c) above are being satisfied and the driver has been delayed 24 hours or more. A driver delay more than 24 hours shall only be obligated to complete their current load as described in (a) and (b) above and no longer obligated to the backhauls at locations of 300 miles or 500 miles as stated above (a), nor meet the 8-unit obligation, (b) or work past 7 days (c) whichever comes first.

For delays of less than 24 hours (23 hours, 59 minutes or fewer), drivers still must satisfy the obligations outlined in subsections (a), (b), and (c).

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.

## Section 4.

The following rules will be implemented at all terminals. Employees living outside the terminal area (200) miles will be flown home and back to an Active terminal for a work assignment. Drivers within 199 miles will be directed to their home terminal. All drivers will be given work assignments after the following has been satisfied:

- 1. Employees will have work 3 consecutive weeks (21 days) without interruption (no time off)
- 2. Employees will be allowed to have 5 consecutive days off; at that time the driver is expected to be dispatched on the sixth day after receiving 5 full days off.
- 3. The same rules will apply with open board dispatch Driver is to effectuate earliest travel to terminal for next available dispatch.
- 4. There cannot be banking of days off.

  Example: An employee is out for 6 weeks; this person will not be entitled to 10 days. The employee would still only be entitled to 5 days.
- 5. After the 21 days have been satisfied

- and driver elects 5 days off, the driver needs to manage trips towards their home to effectuate cost savings if possible. (Example: If a driver picks a load at the end of his tour and is within 300 miles of a terminal, the driver may be required to take a load.
- 6. Drivers are obligated to declare the 5 days off at the time of dispatch. When that dispatch will conclude their loads for 21 days. Once declared, the driver cannot be denied the days off.
- 7. The Company will have considerable latitude when directing drivers (who are 200 miles or more out from their home terminal) upon return to work.

  The Company is responsible for the cost of transportation.
- 8. At no time will a day off be counted as a day off while in the employ of the employer while on tour.
- 9. Non-productive day credit/delay: No miles generated through no fault of the driver = 440 miles/day (8 hrs x 55 mph).
- 10. 34-hour reset If a driver in the course of performing a tour to ensure an ontime delivery is placed into an out-of-hour (34-hour reset) situation upon return to their home terminal during their tour, the driver shall be afforded the appropriate compensation.
- "unconventional logbook" For the purposes of this Article, the terminal "unconventional logbook" shall be understood to mean any log or hours-of-service record kept outside the driver's standard cycle at the direction of the Company, or in order to satisfy a Company-mandated delivery schedule. In such cases, no driver shall be penalized for adhering to an Unconventional Logbook.

- Drivers operating under such conditions shall have latitude in conversation with the Company regarding 34-hour reset.
- 12. Health, Welfare, and Pension (HWP):

  Employer continues HWP

  contributions during a week in which
  a driver takes earned home time,
  provided the driver works at least
  three (3) days in the Sunday-Saturday
  benefit week. Drivers are responsible
  for coordinating with dispatch to
  ensure their schedule maintains HWP
  coverage.

## **ARTICLE 88. PAID-FOR TIME**

**Section 1. Call-in Time** 

No Changes

## 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 destinations, to included delays at Canadian or Mexican borders, they shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twentyfour (24) hour period, except where an employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the drivers shall be paid for all time

while delayed, and further provided that the driver shall present upon return or completion of trip claim for waiting time where the Employer has personnel on duty to receive same.

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

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

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

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

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

(e) If the employer fails to pay any delay because a driver-employee did not fill out or process their log correctly, the driver-

employee must submit a written claim to the Employer for payment. The Employer will have 72 hours (excluding Saturdays, Sundays and holidays) from receipt to pay the claim. In the event the Employer does not pay the claim, the driver-employee will be paid at their applicable hourly rate for eight (8) hours per day until the claim is paid.

## **Section 3. Dealer Problems**

No Changes

## Section 4.

No Changes

## **Section 5. Fueling**

No Changes

## Section 6.

Drivers shall be paid \$7.50 \$2.50 per trip for utilization of electronic device(s) for scanning and any other miscellaneous functions required during and/or upon completion of a trip.

## ARTICLE 89. ACCESSORIAL CHARGES

## Section 1.

The accessorial rates are increased 12% on June 1, 2022, 4% on June 1, 2023, and 4% on June 1, 2024.2.5% on September 1, 2025, 2.5% on September 1, 2026, 3% on September 1, 2027, 4% on September 1, 2028, and 4% on September 1, 2029.

## 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:

6/1/22 - \$5.31 6/1/23 - \$5.52

	6/1/24	_	<del>\$5.74</del>
Effective 9/	1/25	2.5%	
Effective 9/	1/26	2.5%	
Effective 9/	1/27	3%	
Effective 9/	1/28	4%	
Effective 9/	1/29	4%	

(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/	<del>22</del> –	<del>\$4.11</del>
6/1/	23 –	<del>\$4.27</del>
6/1/	24 –	<del>\$4.44</del>
Effective 9/1/25	2.5%	<u>.</u>
Effective 9/1/26	2.5%	_
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

## 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:

**\$5.07** 

	0/1/22		Ψ5.71
	6/1/23	_	<del>\$6.21</del>
	6/1/24	_	<del>\$6.46</del>
Effective 9/1/	<b>25</b>	2.5%	
Effective 9/1/	<b>26</b>	2.5%	
Effective 9/1/	<b>27</b>	3%	
Effective 9/1/	<b>28</b>	<b>4</b> %	
Effective 9/1/	/29	<b>4%</b>	

6/1/22

## 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:

Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

6/1/22	_	<del>\$14.59</del>
6/1/23	_	<del>\$15.17</del>
6/1/24	_	\$15.78

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

6/1/22	_	<del>\$11.95</del>
6/1/23	_	<del>\$12.43</del>
6/1/24	_	<del>\$12.93</del>
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	

## Section 5. Saddle or Bolster Mount

Effective 9/1/29

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

**4%** 

Effective 9/1/25	<u>2.5%</u>
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

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

follows:

(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	\$14.59 (per de	eck) 6/1/23
<del>\$15.17 (per c</del>	<del>leck) 6/1/24</del>	\$15.78
<del>(per deck)</del>		
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

## **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:

Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

6/1/22 - \$31.61 6/1/23 - \$32.87 6/1/24 - \$34.18

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	_	\$4.11
6/1/23	_	\$4.27
6/1/24	_	<del>\$4.44</del>
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

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

6/1/22	_	<del>\$4.11</del>
6/1/23	_	\$4.27
6/1/24	_	<del>\$4.44</del>
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

## **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	_	<del>\$5.31</del>
	6/1/23	_	<del>\$5.52</del>
	6/1/24	_	<del>\$5.74</del>
Effective 9/	1/25	2.5%	
Effective 9/	1/26	2.5%	
Effective 9/	1/27	3%	
Effective 9/	1/28	4%	
Effective 9/	1/29	4%	

#### Section 9. Axle Shafts

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

6/1/22	_	\$4.11
6/1/23	_	\$4.27
6/1/24	_	\$4.44
Effective 9/1/25	2.5%	
Effective 9/1/26	2.5%	
Effective 9/1/27	3%	
Effective 9/1/28	4%	
Effective 9/1/29	4%	

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

_	\$4.11
_	\$4.27
_	<del>\$4.44</del>
2.5%	
2.5%	
3%	
<u>1%</u>	
1%	
	2.5% 3% 1%

#### Section 10. Tandems

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

	6/1/22	_	<del>\$5.31</del>
	6/1/23	_	<del>\$5.52</del>
	6/1/24	_	<del>\$5.74</del>
Effective 9/	1/25	2.5%	
Effective 9/	1/26	2.5%	
Effective 9/	1/27	3%	
Effective 9/	1/28	4%	
Effective 9/	1/29	4%	

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

	6/1/22	_	\$5.31
	6/1/23	_	\$5.52
	6/1/24	_	<del>\$5.74</del>
Effective 9	/1/25	2.5%	
Effective 9	/1/26	2.5%	
Effective 9	/1/27	3%	
Effective 9	/1/28	4%	
Effective 9	/1/29	4%	

#### **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	_	<del>\$7.93</del>
	6/1/23	_	<del>\$8.25</del>
	6/1/24	_	<del>\$8.58</del>
Effective 9/1	/25	2.5%	
Effective 9/1	/26	2.5%	
Effective 9/1	/27	3%	
Effective 9/1	/28	4%	
Effective 9/1	/29	4%	

#### **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	_	\$5.13
	6/1/23	_	<del>\$5.34</del>
	6/1/24	_	<del>\$5.55</del>
Effective 9/	1/25	2.5%	
Effective 9/	1/26	2.5%	
Effective 9/	1/27	3%	
Effective 9/	1/28	4%	
Effective 9/	1/29	4%	

#### Section 13. Installation of Mud Flaps

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

6/1/22	_	<del>\$5.13</del>
6/1/23	_	<del>\$5.34</del>
6/1/24	_	<del>\$5.55</del>

Effective 9/1/25	2.5%
Effective 9/1/26	2.5%
Effective 9/1/27	3%
Effective 9/1/28	4%
Effective 9/1/29	4%

#### **Section 14. Deadheading**

No Changes

#### Section 15.

No Changes

#### Section 16.

Driver will be paid an additional two (2) hours when using a manual hoist <u>or any slipper</u> <u>load</u> in temperatures at <u>100</u> <u>96</u> degrees or more <u>or 17 degrees or less</u>.

#### ARTICLE 90. DAILY GUARANTEE

No Changes

### ARTICLE 91. MILEAGE RATE Section 1.

(a) Mileage rates (including "new business" and frozen) in effect to June 1, 2022 September 1, 2025, shall be increased as follows:

Effective 9/1/2025	2.5%
Effective 6/1/24	4%
Effective 6/1/23	4%
Effective 6/1/22	12%

Effective 9/1/2026	2.5%
Effective 9/1/2027	3%
Effective 9/1/2028	4%
<b>Effective 9/1/2029</b>	4%

(b) The minimum mileage rate effective June 1, 2022 September 1, 2025 shall be \$0.58150 per mile and shall receive negotiated increases. Mileage rates in effect September 1, 2015 for all backhaul trips shall receive negotiated increases.

#### **Section 2. New Business**

No Changes

### Section 3. Single Commercial Vehicles Over Two Tons

No Changes

#### **Section 4. Slow Moving Vehicles**

(a) Drivers of tandem or slow moving vehicles <u>not able to sustain at a max speed</u> of 58 mph or greater other than passenger or commercial which must be driven at slow speed, shall receive no less than three cents  $(3\phi)$  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) <u>fifty-eight (58)</u> miles per hour, based on manufacturer's specifications or the unit is unable to sustain the above mentioned max speed. Vehicles shall be rated for purposes of pay rates to gross vehicle weight when delivered rather than as manufactured.

#### **Ten Ton Vehicles**

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

**Section 5. Stripped Chassis** 

No Changes

Section 6. Three-way Hookup Rate

No Changes

Section 7. Four-way Hookup Rate

No Changes

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

No Changes

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

No Changes

Section 10. Seven-way Hookup Rate

No Changes

Section 11. Eight-way Hookup Rate

No Changes

**Section 12. Extra Parts** 

No Changes

**Section 13. Hourly Rates** 

(a) Hourly rates in effect for driveaway drivers as of June 1, 2022 September 1, 2025 shall be increased as follows:

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

Effective 9/1/2025	2.5%
<b>Effective 9/1/2026</b>	2.5%
<b>Effective 9/1/2027</b>	3%
<b>Effective 9/1/2028</b>	4%
<b>Effective 9/1/2029</b>	4%

The minimum hourly rates for driveaway drivers effective June 1, 2022 September 1, 2025 shall be \$18.52 per hour and shall

receive negotiated wage increases.

**Section 14. Mileage Determination** 

No Changes

Section 15.

No Changes

Section 16.

No Changes

Section 17. Advances

No Changes

**Section 18. New Operations** 

No Changes

Section 19.

No Changes

Section 20.

No Changes

Section 21.

No Changes

ARTICLE 92. COST OF OPERATION

Section 1.

No Changes

Section 2.

No Changes

Section 3.

No Changes

Section 4. Cooperation to eliminate workplace

injuries

#### **Section 5. Safety Incentive Program**

No Changes

#### **ARTICLE 93. FLAT RATES**

The flat rates in effect June 1, 2022

September 1, 2025 shall be increased as follows:

6/1/22	 <del>12.0%</del>
6/1/23	 4.0%
6/1/24	 4.0%

<b>Effective 9/1/2025</b>	2.5%
<b>Effective 9/1/2026</b>	2.5%
<b>Effective 9/1/2027</b>	3%
<b>Effective 9/1/2028</b>	4%
Effective 9/1/2029	4%

#### **ARTICLE 94. DRIVER UTILIZATION**

#### Section 1.

No Changes

#### Section 2.

No Changes

#### Section 3.

No Changes

#### ARTICLE 95.

#### DAILY, OVERTIME, AND MINIMUM, GUARANTEE

#### Section 1.

No Changes

#### Section 2.

No Changes

#### Section 3.

No Changes

#### Section 4.

No Changes

#### Section 5.

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

Drivers who are forced onto a 34-hour restart will be paid 10 hours. Such driver will be obliged to notify the employer prior to being dispatched on such run. This subsection will not apply to Article 87, Section 4.

### ARTICLE 96. HOURLY RATES AND CLASSIFICATIONS

#### Section 1.

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

(a) Lead drivers, lead yard employees, checkers and release employees. 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>Effective 9/1/2025</b>	2.5%
Effective 9/1/2026	2.5%
<b>Effective 9/1/2027</b>	3%
Effective 9/1/2028	4%
Effective 9/1/2029	4%

(b) Pull-out drivers and yard help.

Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	40/0

<b>Effective 9/1/2025</b>	2.5%
<b>Effective 9/1/2026</b>	2.5%

<b>Effective 9/1/2027</b>	3%
Effective 9/1/2028	4%
<b>Effective 9/1/2029</b>	4%

(c) Mounting and hookup employees.

1 -	
Effective 6/1/22	120/
Litective of 1/22	1270
Effective 6/1/23	40/0
Effective of 1/23	770
Effective 6/1/24	10/0
	770

<b>Effective 9/1/2025</b>	2.5%
Effective 9/1/2026	2.5%
Effective 9/1/2027	3%
Effective 9/1/2028	4%
Effective 9/1/2029	4%

On June 1, 2023 2026, June 1, 2024 2027, and—June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

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

#### **Section 2. Shift Differential**

No Changes

#### Section 3.

No Changes

#### Section 4.

No Changes

#### Section 5.

No Changes

#### Section 6.

No Changes

#### Section 7.

No Changes

### ARTICLE 97. UTILIZATION OF EMPLOYEES

#### Section 1.

No Changes

#### Section 2.

No Changes

### ARTICLE 98. BACKHAULS/ROUND ROBIN (POOL AGREEMENT)

#### Section 1. Backhauls

There shall be two standing seniority dispatches established at all terminal locations: one at 9:00 AM and one at 2:00 PM. After all loads have been offered across both boards, any driver clearing from a load after 2:00 PM shall have the option to immediately select and depart on any available load. This provision shall not interfere with the right of any local union to negotiate local agreements where riders govern the application and use of the two standing dispatches.

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 location, at the same time, then terminal seniority will apply to those drivers to be dispatched on available backhauls.
- f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.
- g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.
- h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.

#### Section 2.

No Changes

#### Section 3.

No Changes

#### Section 4. Miscellaneous

No Changes

#### **Section 5. Rates of Pay**

No Changes

#### Section 6.

No Changes

#### Section 7. Round Robin (Pool) Agreement

## ROUND ROBIN (POOL) AGREEMENT ACTIVE U.S.A

#### and

## INTERNATIONAL BROTHERHOOD OF TEAMSTERS

# LOCAL UNIONS IN THE CENTRAL/SOUTHERN, EASTERN AND WESTERN AREAS

#### A. PARTIES

- 1. This Agreement is between Active U.S.A (hereinafter referred to as the "Company") and
- 2. Several Teamsters Local Unions in the Central, Southern, and Western Areas, specifically;

**Central** 

Southern

413 (Chillicothe, OH)

745 (Denton, TX)

957 (Springfield, OH)

#### Western

174 (Seattle, WA)

(hereinafter referred to as the "Unions")

NOTE: All loads dispatched out of the Montreal and Calexico backhaul locations will be pulled under the terms and conditions of this Agreement.

1. Local Unions (Terminal locations) can be added by Agreement between Company representatives and the Central/Southern, Eastern and Western Area Union Chairman.

#### A. B. PREAMBLE

- 1. The purpose of this Agreement is to continue the Inter-Areas (Central/Southern, Eastern and Western) driveaway operation to enable the Company to;
  - a. Operate the Inter-Areas driveaway

operation as efficiently as possible;

- b. Divert traffic presently being shipped to rail to the driveaway method of transportation;
- c. Attempt to reduce the customer pickup of traffic which can be handled by driveaway;
- d. Put the Company in a better position to develop secondary traffic, and;
- e. Accomplish the reduction of return transportation costs to the Company.

#### 2. THEREBY resulting in;

- a. A greater earning opportunity for the drivers:
- b. Greater job security for the employees resulting from increased traffic moving by the driveaway method;
- c. An increased number of jobs resulting in the development of increased traffic moving by the driveaway method, and
- d. Reduction of return transportation cost for the Company.
- 3. In the furtherance of the above purpose, the parties have held several meetings at various geographical locations during which this Agreement was reached, and has been from time to time updated by redraft.
- 4. It is not the intent of the Company to use the Round Robin Agreement to dry-up any particular terminal by utilizing foreign domiciled drivers.

#### B. C. AGREEMENT

#### 1. Definition of Inter-Area Pool Trips.

- a. Pool traffic will be defined as Inter-Area traffic which crosses the Western Area line as extended by the line due north of the North Dakota – Montana border into Canada in either a westernly or eastern direction.
- b. However, if given a trip not moved between Areas materially contributes to the

concept of keeping a "pool" driver moving in the direction of his/her home terminal. The said trips may also be utilized as a "pool" trip.

#### 2. Reports and Information.

- a. The Company labor executive is to be contacted in case of problems which develop in conjunction with the Inter-Area driveaway operation.
- b. The Company agrees to provide Unions with a legible monthly report of pool dispatches. Said report is due by the 15th of each month.
- c. The Company shall, as necessary, adjust any imbalances between locations when said imbalances reach five (5) single domicile Pool dispatches. The Company will notify Unions when an imbalance needs to be corrected.
- d. Within 30 days after this Agreement is received, each Local Union shall give to the Company the name of the Individual who is the contact for "pool" problems. The Area representatives shall be supplied with pertinent correspondence and documents.
- e. Any dispute with regards to this Agreement will be docketed directly to the National Automobile Transporters Joint Arbitration Committee.

#### 3. Dispatch Items.

- a. A "pool dispatch" only occurs when a foreign driver is dispatched. A home domicile driver will pick the first pool trip followed by a foreign driver. Dispatch will then continue on a one-for-one basis.
- b. It is anticipated that Central Dispatch will have considerable latitude in directing foreign Inter-Area pool drivers to terminal locations to:
- (1) Move the foreign Inter-Area pool driver toward his/her conference area, and
- (2) To create efficiency in the operation by efficient utilization of drivers.

c. Foreign drivers will be dispatched on pool trips in order of Terminal seniority. When drivers pick trips not in the general direction of their home terminal, subsequent to the delivery of said trips, the drivers may be dispatched back towards their home terminal.

Example: A Denton driver and a Madison driver are dispatched from Portland on the same dispatch. The available trips are Dallas, TX and Nashville, TN. The senior Dallas employee picks the Nashville trip and the Nashville driver is dispatched to Dallas.

- d. Round Robin (Pool) trips will be dispatched on the one for one basis found in paragraph 3(a) on the ten (10:00) a.m. dispatch only.
- (1) There shall be a separate sign-in sheet for Inter-Area pool drivers for all trips originating at the terminal. A record of trips not originating at the terminal will be furnished in the monthly report.
- (2) Any Inter Area pool driver not signed in by (10:00) 8:30 a.m. and 1:30 p.m. (local time) for standing dispatch will not be eligible for dispatch until the following day have the following exceptions options:
- (a) EXCEPTION: Trips that have been offered in that dispatch and which were not picked hall be made available to a "foreign pool driver" who has signed in after 10:00 a.m.

EXAMPLE: Two or more "foreign pool drivers" sign in at a terminal AFTER 10:00 a.m. By the one for one procedure a "foreign pool driver" would be eligible for dispatch under the foregoing exception. The "foreign pool driver" to be dispatched will be the "foreign pool driver" with the most HOME DOMICILED TERMINAL seniority.

If any trips left from the 10:00 a.m. dispatch per the foregoing paragraphs a and b, is not near the senior "foreign pool driver's" home domiciled terminal, the senior "foreign pool driver" may pass his/her right to pick to the next senior "foreign pool driver".

If a driver is resetting hours he/she cannot dispatch. However, he/she can call at the end of the day, within an hour of when that terminal's dispatch closes, to see what loads are available. Drivers picking a load would be obligated to begin the backhaul, after resetting hours under this subsection. the terminal's dispatch after 2:15 PM but before 2:45 PM to request a return call of the loads that have gone through both dispatches and are available for the remainder of the day. Only pool trips that actually could have been picked at the 2:00 PM dispatch will be offered at the 2:45 PM call dispatch. (Example: if there are 3 drivers at 9:00 AM dispatch who could have picked pool loads, then 3 pool loads will be made available at the 2:00 PM dispatch.) Dispatch will return calls before 3:15 PM in seniority order to reveal the loads available. If a driver does not answer the phone, he/she will have 10 minutes to return the call. Drivers who choose a load would be obligated to begin the backhaul, after resetting hours under this subsection. If for any reason, a load is still on the yard prior to the next morning dispatch (when a driver is utilizing this section) such load must go back on the morning dispatch. Drivers who elect to skip this offer will be obligated to the next morning's dispatch.

- e. The Company agrees that all trips considered to be pool trips, which are decked and road ready, will be on dispatch with the understanding that if voluntarily chosen the Company is not liable for delivery delays, prior to the ETA.
- f. A HOT LOAD is defined as one of the following:
- (1) A load so designated by the manufacturer/shipper,
- (2) A load which has been missed on two (2) successive dispatches, and
- (3) A load so designated by a manufacturer who has entered into prepaid freight program.

- (4) Hot loads take precedence over all other loads.
- g. Role of Inter-Area Trips to Pool Driver(s):
- (1) When Central Control dispatches an Inter-Area trip, the proper terminal(s) will be charged and credited with the trip.
- (2) Intra-Area trips coupled with a pool trip to return the pool driver to the home terminal.

This type of dispatch occurs when the pool driver is on the dispatch board and the Intra-Area trip is coupled with the pool trip to get the pool driver to the location of the pool trip in order for the driver to return to the home terminal or into the pool.

(3) Intra-Area trip toward pool driver's home terminal when no "pool trip" available.

(Example) A West Coast pool driver delivers in a Central or Southern location in the area of Nashville, TN. The driver is given a trip from Madison to Minneapolis, which trip does not cross the Western Area line east to west, but the trip materially contributes to the pool driver moving in the direction of the home terminal.

- (4) When a pool driver is not at the point of the pool trip and he/she is to be dispatched with an Intra-Area trip to get him/her to the point of the pool trip, the following conditions shall prevail:
- (a) The driver must take the Intra-Area trip to the location of the pool trip.
- (b) After a pool driver delivers within his/her area, it shall be voluntary for him/her to be given an Intra-Area trip to his/her home terminal area. (Exception: rule 3(c).)
- h. Time Off. A driver shall be allowed to have three (3) consecutive days off upon return to the home terminal after the completing of a Round Robin trip which has included a return trip.
- 4. Rates of Pay: Any Inter-Area pool driveaway trip originating within the Central, Southern, Eastern and/or Western areas with the

final destination crossing the Western Area line (as extended by the line due north of the North Dakota-Montana border into Canada) in either direction will be paid as follows:

- a. Entire combination (hook-up) crosses the Western Area line (as extended by the line due north of the North Dakota-Montana border into Canada) will be paid at the applicable Round Robin (Pool) rate.
- b. One or more units in the combination (hook-up) destined to any points or places within the Central-Southern, Eastern Areas and remaining units in the combination (hook-up) crosses the Western Area line (as extended by the line due north of the North Dakota-Montana border into Canada) will be paid at the rate of pay of the originating terminal for all miles from origin to the last point of delivery within the Central-Southern Area. From that delivery point on, the rates of pay will be the applicable Round Robin (Pool) rate. (Exception: Competitive Relief traffic originating at any of the involved terminals.)

(Example) A five-way combination (hookup) is dispatched from Springfield, OH to Des Moines, IA; Grand Island, NE (one unit to each point) and the three remaining units to San Francisco, CA.

The Springfield, OH rate will be paid for all miles from Springfield, OH via Des Moines, IA to Grand Island, NE.

The miles from Grand Island, NE to San Francisco, CA will be paid at the rate of pay of the appliable Round Robin (Pool) rate.

- c. For each additional unit over four, the rate of pay will be \$.01 (one cent) per mile per unit above the four unit rate in the applicable Round Robin (Pool) rate.
- 5. Miscellaneous.
- a. The Company will direct the Inter-Area

pool driver on transportation between points and the driver will be reimbursed his/her actual cost. The driver shall be directed on the first fastest available means of transportation for under 300 miles. Further, if there is no other adequate ground transportation available, the driver may be directed to use a cab and will be reimbursed for same.

- b. Drivers may decide whether to use Corporate Lodging or Subsistence \$37.00 on a daily basis or reasonable motel expenses when Corporate Lodging is not available.
- c. The Company will make an effort to avoid Inter-Area pool drivers decking whenever possible.
- d. Traffic that is presently being hauled out of a terminal will continue to be considered as that terminal's traffic, unless it is changed by the shipper. However, any traffic that has not previously been handled by any other one terminal will be assigned by Central Dispatch, as in the past.
- e. The Company agrees to reimburse drivers, on a per call basis, for cell phone calls when used on Company business for emergency situations. Employee must provide a bona fide receipt.
- 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 hour period. Maximum meal allowance shall be ten dollars (\$10.00) thirty-five dollars (\$35.00) per day. Receipts for reimbursement shall be furnished to the Employer.
- g. The Company agrees to apply the negotiated percentage flat rate increases to the rate of pay for fueling. The Company agrees to pay a minimum of one quarter (1/4) hour at the applicable hourly rate for fueling beginning June 1, 2008.
- h. Mule truck return rates will be paid at the negotiated single headhaul rate.

i. "Must goes" will have a date on the bills, to ensure the load has been under a

dispatch procedure for an appropriate amount of time.

Upon ratification, the backhaul rate of pay shall be increased by one cent (\$0.01).

#### ARTICLE 99. TERMINATION CLAUSE

The term of this Part V 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 September 1, 2025.

#### FOR THE UNION

LOCAL UNION NO_, affiliate on ternational Brotherhood of Teamsters.	f
Ву	
(Signed)	_
its	_
(Title)	
FOR THE COMPANY	
(Company)	
Ву	_
(Signed)	
its	_
(Title)	

### PART VI—MICHIGAN OFFICE WORKERS

#### ARTICLE 100.

It is agreed that the following articles and/or sections of the National Master Agreement and the Central-Southern Supplemental Agreement shall not be applicable to the employees covered under Part VI of this Supplement:

ARTICLE 19
ARTICLE 27
ARTICLE 28
ARTICLE 29
ARTICLE 38, SECTION 5

No Changes

#### **ARTICLE 101. RECOGNITION**

**Section 1. Scope of Recognition** 

No Changes

Section 2.

No Changes

### ARTICLE 102. UNAUTHORIZED ACTIVITY AND UNION LIABILITY

**Section 1. No Strike Clause** 

No Changes

**Section 2. Union Liability Limitation** 

No Changes

#### ARTICLE 103. SENIORITY

**Section 1. Definition** 

No Changes

Section 2. Seniority Rights

No Changes

#### Section 3.

No Changes

#### **Section 4. Job Elimination**

No Changes

#### **Section 5. Seniority Termination**

Seniority shall be broken only by:

- (a) discharge;
- (b) voluntary quit;
- (c) retirement;
- (d) failure to comply with recall provisions;
- (e) failure to comply with leave of absence provisions;
- (f) company employment outside bargaining unit in excess of ninety (90) days;
  - (g) layoff in excess of seven (7) years;
- (h) absence due to illness or injury in excess of thirty-six (36) months, unless employee substantiates in writing at Employer's option continued illness or industrial injury.

#### **Section 6. Posting Seniority List**

No Changes

**Section 7. New Hires** 

*No Changes* 

#### **Section 8. Bidding Within Bargaining Unit**

No Changes

### Section 9. Assignment of Work Location and Equipment

**Section 10. Employment Agency Fees** 

No Changes

ARTICLE 104. LEAVE OF ABSENCE

**Section 1. Validation** 

No Changes

**Section 2. Union Activity** 

No Changes

Section 3. Company Employment Outside

**Bargaining Unit** 

No Changes

Section 4. Illness and Disability Leave

No Changes

**Section 5. Personal Leave of Absence** 

No Changes

**Section 6. Employee Benefits** 

No Changes

Section 7. Health & Welfare and Pension

Coverage

No Changes

ARTICLE 105. DISCHARGE, SUSPENSION AND DISCIPLINE

No Changes

ARTICLE 106, PAY PERIOD

No Changes

ARTICLE 107. HOURS OF WORK AND

**PAID-FOR TIME** 

Section 1. Workday and Workweek

No Changes

**Section 2. Overtime Rate** 

No Changes

Section 3. Hours After Which Overtime Paid

No Changes

**Section 4. Sixth Consecutive Day** 

No Changes

**Section 5. Seventh Consecutive Day** 

No Changes

Section 6. Sunday Work

No Changes

Section 7. Holiday Work

No Changes

**Section 8. Daily Guarantee** 

No Changes

**Section 9. Show-up Time** 

No Changes

Section 10. Sixth-Seventh Consecutive Workday and Holiday Guarantees

No Changes

**Section 11. Starting Times** 

No Changes

Section 12. Paid-for Time

No Changes

Section 13. Recall

No Changes

**Section 14. Travel Pay** 

**ARTICLE 108. PART-TIME EMPLOYEES** 

Section 1.

No Changes

Section 2. Guarantee

No Changes

Section 3.

No Changes

Section 4.

No Changes

Section 5.

No Changes

Section 6.

No Changes

Section 7.

No Changes

**ARTICLE 109. MEAL PERIOD** 

No Changes

**ARTICLE 110. SPLIT SHIFTS** 

No Changes

**ARTICLE 111. TIME CLOCKS** 

No Changes

**ARTICLE 112. HOLIDAYS** 

Section 1.

No Changes

Section 2.

No Changes

Section 3. Holiday Work-Rate of Pay

No Changes

**Section 4.** 

No Changes

Section 5.

No Changes

**Section 6. Part-time Employees** 

No Changes

ARTICLE 113. HEALTH AND WELFARE

Section 1.

MAINTENANCE OF BENEFITS

No Changes

Section 2.

No Changes

Section 3.

No Changes

Section 4.

No Changes

**ARTICLE 114. VACATIONS** 

**Section 1. Scheduling** 

No Changes

**Section 2. Amounts** 

No Changes

Section 3. Eligibility

No Changes

**Section 4. Vacation Pay for Terminating** 

**Employees** 

#### **Section 5. Computation**

No Changes

#### **Section 6. Advance Vacation Pay**

No Changes

#### **Section 7. Holiday During Vacation Period**

No Changes

### **Section 8. Part-time Employees Prorated Vacation Pay**

No Changes

#### **ARTICLE 115. SICK LEAVE**

All employees covered by this Part VI shall be entitled to sick pay each calendar year as follows:

(a) All employees hired prior to ratification of the 1988 Michigan Office Workers' Agreement shall receive the five (5) sick days referred to in Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Additionally, employees on the seniority list prior to ratification of the 1988 Michigan Office Workers' Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (1/2) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled workdays for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

Any portion of the unused eleven (11) compensable sick days shall be paid to employees on or before the day prior to Christmas of each year.

(b) Employees hired after ratification of the 1988 Michigan Office Workers' Agreement shall be entitled to the five (5) sick days in

accordance with Article 10, Section 5 of the National Master Automobile Transporters Agreement.

Any portion of the unused five (5) compensable sick days shall be paid to employees on or before the day prior to Christmas each year.

Additionally, employees hired after the ratification of the 1988 Michigan Office Workers' Agreement shall be eligible for six (6) days compensable sick leave per calendar year earned on the basis of one-half (1/2) sick day for each month provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

These six (6) compensable sick leave days shall be paid only for a proven illness. These days may be accumulated during the life of this Part VI and must be taken at the time of illness.

Those employees hired after ratification of the 1988 Michigan Office Workers' Agreement through December 15, 1988 will earn this sick pay based on four (4) hours for each month, provided the employee has worked fifty percent (50%) or more of the scheduled work days for the month in question. Vacation days, jury duty, and holidays shall be treated as days worked.

It is understood and agreed that at no time shall any sick pay be used unless the employee is sick. The Employer may request evidence of an employee's right to claim benefits under this Article. Chronic offenders of this Section may be required to produce a doctor's certificate.

Benefits provided under this collective bargaining agreement are comparable to and satisfy the requirements of those provisions of Section 196-B of the New York Paid Sick Leave law, Section 4 of the Michigan Earned Sick Time Act (2025), and the Washington

#### State Paid Sick Leave law.

#### During an employee's first year of employment, sick time will be earned in accordance with all applicable state statutes.

Employees who retire shall be eligible (c) for pay for up to five (5) days of unused sick leave provided they have worked ninety (90) days or more during the contract year.

#### **ARTICLE 116. SANITARY CONDITIONS**

No Changes

#### **ARTICLE 117. RATES OF PAY**

**Section 1. Classifications and Minimum Rates** 

#### **DETROIT AND PONTIAC**

EFFECTIVE DATES	6/1/22	6/1/23	6/1/24
CLASSIFICATIONS	9%	5%	4%
JANITOR	<del>\$27.11</del>	<del>\$28.47</del>	<del>\$29.61</del>
(Janitorial work only)			
GENERAL	<del>\$28.60</del>	\$30.03	\$31.23
MAINTENANCE			
GROUP NO. I	<del>\$27.16</del>	\$28.52	<del>\$29.66</del>
(HIRED PRIOR TO			
7/01/73)			
File Clerk, Mail Clerk			
GROUP NO. I	<del>\$26.89</del>	<del>\$28.23</del>	<del>\$29.36</del>
(HIRED AFTER			
7/01/73)			
GROUP NO. II	<del>\$27.53</del>	<del>\$28.91</del>	<del>\$30.07</del>
Record Clerk			
GROUP NO. III	<del>\$27.85</del>	<del>\$29.24</del>	<del>\$30.41</del>
Payroll Clerk, Accounts			
Receivable Clerk,			
Tracing Clerk,			
Data Entry Operator			
GROUP NO. IV	\$28.01	<del>\$29.41</del>	<del>\$30.59</del>
Secretary (other than			
confidential), Billing			

2.5% **Effective 9/1/2025 Effective 9/1/2026** 2.5% **Effective 9/1/2027** 3%

<b>Effective 9/1/2028</b>	<u>4%</u>
Effective 9/1/2029	4%

Clerk, O.S.&D. Clerk, Dispatch

GROUP NO. V

RATE CLERK -

Apprentice, and

Clerk, Computer Operators (Computer Operators with two years experience with the Employer shall be paid 8¢ above Group IV rate)

Computer Operators/			
Programmers			
(less than 2 years			
experience)			
RATE CLERK –	<del>\$28.50</del>	\$29.93	\$31.13
Junior, and Computer	Ψ20.50	ΨΔ2.73	ψ51.15
Operators/			
Programmers			
(2-4 years experience)			
RATE CLERK Senior,	<del>\$28.67</del>	\$30.10	\$31.30
Computer Operators/			
Programmers			
and Revision Clerk (4			
or more years			
experience)			
DISPATCHERS who	<del>\$28.61</del>	<del>\$30.04</del>	<del>\$31.24</del>
perform routine or			
ministerial duties			
<b>Effective 9/1/2025</b>	2.5%		
<b>Effective 9/1/2026</b>	2.5%		
<b>Effective 9/1/2027</b>	3%		
<b>Effective 9/1/2028</b>	4%		
<b>Effective 9/1/2029</b>	4%		

\$28.18

\$29.59

\$30.77

#### **UPSTATE MICHIGAN**

**EFFECTIVE DATES** 

	<del>6/1/22</del>	$\frac{6/1}{23}$	<del>6/1/24</del>
CLASSIFICATIONS	9%	<del>5%</del>	$4\frac{0}{0}$
JANITOR	<del>\$27.01</del>	<del>\$28.36</del>	<del>\$29.49</del>

GENERAL	<del>\$28.50</del>	<del>\$29.93</del>	<del>\$31.13</del>
MAINTENANCE			
GROUP NO. I	<del>\$27.06</del>	<del>\$28.41</del>	<del>\$29.55</del>
(HIRED PRIOR			
TO 7/01/73)			
GROUP NO. I	<del>\$26.79</del>	<del>\$28.13</del>	<del>\$29.26</del>
(HIRED AFTER			
7/01/73)			
GROUP NO. II	<del>\$27.44</del>	<del>\$28.81</del>	<del>\$29.96</del>
GROUP NO. III	<del>\$27.75</del>	<del>\$29.14</del>	\$30.31
GROUP NO. IV	<del>\$27.91</del>	<del>\$29.31</del>	<del>\$30.48</del>
GROUP NO. V			
<b>EXPERIENCE</b>			
Less than 2 years	<del>\$28.08</del>	<del>\$29.48</del>	<del>\$30.66</del>
2-4 yrs.	<del>\$28.41</del>	<del>\$29.83</del>	<del>\$31.02</del>
4 or more yrs.	<del>\$28.57</del>	\$30.00	<del>\$31.20</del>
DISPATCHERS	<del>\$28.51</del>	<del>\$29.94</del>	<del>\$31.14</del>

<b>Effective 9/1/2025</b>	2.5%
Effective 9/1/2026	2.5%
<b>Effective 9/1/2027</b>	3%
<b>Effective 9/1/2028</b>	4%
<b>Effective 9/1/2029</b>	4%

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and June 1, 2030, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

#### **Section 2. Shift Differential**

No Changes

#### **Section 3. Small Offices**

No Changes

### Section 4. Rate for Work Performed on Higher or Lower Rated Jobs

No Changes

Section 5.

No Changes

#### Section 6.

No Changes

#### ARTICLE 118. INVALIDATION CLAUSE

No Changes

### ARTICLE 119. MICHIGAN OFFICE WORKERS

No Changes

#### ARTICLE 120. TERMINATION CLAUSE

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 September 1, 2025.

#### FOR THE UNION

LOCAL UNION NO_,	affiliate	of
International Brotherhood o	f Teamsters.	
By		
(Signed)		
Its		
(Title)		

#### FOR THE COMPANY

(Company)

By		
J	(Signed)	
Its		
	(Title)	

### CENTRAL AND SOUTHERN AREA SUPPLEMENTAL AGREEMENT

#### NEGOTIATING COMMITTEE

#### FOR THE UNIONS:

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

Fred Zuckerman

Jason Cooper

Mark Schmiehausen

Scott Klinger

Tim Brown

Mark Malicoat

John Oswalt

Ralph Stubbs

**Matt Daniel** 

**Roy Gross** 

Mark Barnhart

Bill Alexander

Ted Beardsley

Dan Shott

Wes Lingerfelt

Matthew Hamilton

Carl Gasca

Dave Trigona

Kevin Lauersdorf, Rank and File McKinley Archie, Rank and File

Chuck Baez, Rank and File

Don Cooper, Rank and File
Allen Croley, Rank and File
Michael Glaser, Rank and File
Steve Ruoff, Rank and File
James Avral Thompson, Rank and File
Larry Warwick, Rank and File
Frank Martinez, Rank and File
Brian Mann, Rank and File
Eric Wilson, Rank and File

#### FOR THE EMPLOYERS:

Kenneth W. Zatkoff, Chairperson Peter P. Sudnick, Co-Chairperson Bruce Jackson, Active USA, Inc. Dave Bartley, Active USA, Inc. Paul Houck, Active USA, Inc. Justin Burghoff, Active USA, Inc. Chad Johnson, AWCT, Inc. Steve Roberts, Cassens Transport Company Mark Brueckner, Cassens Transport Company Kirk Conaway, Cassens Transport Company Josh Suhre, Cassens Transport Company John Ball, Cassens Transport Company Greg Foster, Cassens Transport Company Matt Alber, Precision Vehicle Solutions Steve Starnes, Precision Vehicle Solutions Terry Brennan, Precision Vehicle Solutions Mike Ford, RCS Transportation LLC James Adkins, RCS Transportation LLC Julie Cunningham, RCS Transportation LLC