

EASTERN AREA SUPPLEMENTAL AGREEMENT

Covering

TRUCKAWAY, DRIVEAWAY, YARD AND SHOP OPERATIONS

**FOR THE PERIOD ~~June 1, 2022~~ September 1, 2025
THROUGH ~~August 31, 2025~~ August 31, 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, 2022~~ September 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, TRUCKAWAY, YARD AND SHOP OPERATIONS

No Changes

ARTICLE 36. STEWARDS

Section 1.

No Changes

Section 2.

No Changes

Section 3.

No Changes

Section 2. Loss and Retention of Seniority

(a) An employee shall lose his seniority rights:

(1) if he quits his job;

(2) **if he retires;**

(3) if he is discharged;

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

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

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

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

(8) if he is recalled to work after a reduction in the working forces or a layoff and does not report for work within seven (7) days (fourteen (14) days if the employee is gainfully employed and not receiving unemployment compensation benefits) from the date

ARTICLE 37. 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

Section 4. Maternity Leave

No Changes

ARTICLE 38. SENIORITY

Section 1. Seniority Qualifications

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

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

It is understood where the Employer has fulfilled his obligation of recalling an employee and the Employer is unable to contact the senior employee, or contacts the senior employee who elects not to report for work at the next dispatch and/or assigned shift and a junior employee is contacted and elects to report at the next dispatch and/or assigned shift, the reporting junior employee shall qualify for the three (3)-day guarantee and shall have priority over any senior laid-off employee until the reporting employee's three (3)-day guarantee is satisfied by the Employer.

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

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

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

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

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

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

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

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

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

Section 3. *No Changes*

Section 4. Posting of List *No Changes*

Address, phone change.
No Changes

Section 5. Voluntary Transfer
No Changes

Section 6. Written Dispatch
No Changes

Section 7. Loss of Rail Loading/Unloading
No Changes

Section 8. Additional Help
No Changes

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

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

Section 9.
No Changes

Section 10.
No Changes

Section 11.
No Changes

Section 12.
No Changes

Section 13.
No Changes

ARTICLE 40. GRIEVANCE MACHINERY

Section 1. Joint Arbitration Committee
No Changes

Section 2. Functions of Joint Arbitration Committee
No Changes

ARTICLE 41. DISCHARGE OR SUSPENSION

Section 1. Warning Notice
No Changes

Section 2.
No Changes

Section 3. Causes for Discharge
No Changes

Section 4. Letter of Investigation
No Changes

Section 5. Appeal from Discharge or Suspension
No Changes

Section 6. Safety Standards
No Changes

Section 7. Absenteeism
No Changes

ARTICLE 42. USE OF OUTSIDE EQUIPMENT

Section 1.
No Changes

Section 2.
No Changes

Section 3.

No Changes

Section 4. Temporary Transfer Boards

No Changes

Section 5. System Transit Driver Boards

No Changes

Section 6.

No Changes

ARTICLE 43. EXAMINATIONS AND IDENTIFICATION FEES

(a) Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations and time spent after the first hour in taking such examinations, except for chauffeurs and operators licensed in the city or state where driver is employed. The Employer shall pay for all other chauffeurs' licenses and examinations.

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

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

However, for a DOT physical, Employees may choose their own State Certified DOT Doctor at the employees expense.

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

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

ARTICLE 44.

SAFETY AND D.O.T. LOGS

Section 1. Safety Appliances

No Changes

Section 2. Reports

No Changes

Section 3. Vehicle Reports

No Changes

Section 4. D.O.T. Reports

No Changes

Section 5. Safety Committee

No Changes

Section 6. Unloading From Head Ramps

No Changes

ARTICLE 45. TERMINAL ADDITIVE

Section 1. Loading and Preparing for Trip

(a) There shall be paid a terminal additive subject to a one (1)-hour minimum which specifically compensates the driver for loading and all services and time spent in preparing for each trip. All time in excess

of one (1) hour shall be paid for at the appropriate hourly rate. However, in no case shall an employee be paid more than eight (8) hours' waiting time out of every twenty-four (24)-hour period at the terminal. The word "services" mentioned above shall be defined to include the following:

- (1) Waiting for equipment assignment;
- (2) Waiting for bills;
- (3) Loading, including waiting for cars; and
- (4) Miscellaneous services such as checking tires, gas, oil, lights, wires, and waiting for very minor equipment repairs.

(b) Terminal Additive Rates—Terminal additive rates effective June 1, 2023 ~~2026~~, June 1, 2024 ~~2027~~, and June 1, 2025 ~~2028, June 1, 2029, and June 1, 2030~~ shall be adjusted in accordance with the cost-of-living allowance set forth in Article 23 of the National Master Agreement. Excessive loading time in excess of the one (1) hour as set forth in (a) above shall be computed on the basis of the current hourly rate, including cost-of-living increases. However, these terminal rates will be adjusted to reflect prior diversions of COLA to health & welfare and pension plans.

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

(c) Incentive Loading Program—It is mutually agreed with respect to the subject matter of loading and/or terminal additive, it shall not be a violation of this Agreement if a Local Union and an Employer voluntarily agree to and mutually work out the procedures, amounts of pay and methods of an incentive loading program and/or terminal additive (prior customs and practices will not be used as a maintenance of standards) to cover only those drivers that are domiciled at the respective terminal facility where such a program is worked out. Any such program mutually agreed to between the Employer and the Local Union is applicable to only those drivers domiciled and working out of the terminal facility and any such program is subject to the approval of only the drivers immediately involved and affected by such program, by being domiciled and working at the respective terminal. The terms and conditions of any agreed loading program, after having been approved by the drivers affected shall be set forth in writing and submitted to the Eastern Area Automobile Transporters Joint Committee for approval. If approved by the Joint Committee, such substituted loading program shall be set forth in the Local Rider. In the event the parties fail to

agree to an incentive loading program, no program of any type or nature will be implemented and the employees shall be governed by the provisions of (a) and (b) above.

The Employer will provide training to any employees who are assigned a new type of equipment or equipment with any new type of securement devices.

Agreement Regarding Article 45, Section 1

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

It is specifically understood that the Union does not expect the drivers to be paid for time wherein the employee is: instructed to perform his normal duties as a driver and the employee is failing to go about the performance of such duties in a reasonable manner; leaving company property without punching out; eating; waiting for delayed arrivals at the loading dock; visiting; etc. More specifically, the Union's position is that a driver is expected to be performing his duties with proficiency and, in the event he encounters any problem that would cause him to be delayed, such problem would immediately be called to the attention of the supervisor.

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

Section 2. Baying Cars

No Changes

Section 3. Load in Streets

No Changes

Section 4. Unloading at Dealers and/or Destination

No Changes

Section 5. Time Clocks

No Changes

ARTICLE 46. PAID-FOR TIME

Section 1. Call-in Time

No Changes

Section 2. Layovers, Breakdowns or Impassable Highways

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

Section 3. Tire Change

No Changes

Section 4. Premium Pay

No Changes

Section 5. Split Deliveries (Skid Drops)

No Changes

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

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

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

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

(d) Deadheading--In those instances where the deadhead miles exceed the loaded miles in a single trip

assignment and/or multiple trip assignment, employees will be paid the full mileage rate subject to a minimum of one-half (1/2) the accumulated miles traveled from the time of leaving the home terminal **on single or two legged trips. On multi-legged trips sixty percent (60%) on all miles traveled will be paid at the regular rate.**

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

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

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

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

No Changes

Section 8. Filler Loads

No Changes

Section 9.

No Changes

ARTICLE 47. LODGING

No Changes

ARTICLE 48. WAGES AND OTHER MONETARY ITEMS

Section 1.

(a) Basic Mileage Rate

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) Rail Diversion (Article 22)

Effective June 1, 2022

	Full	Half
Full/half	Full	Half
Agreement—	\$1.4371	71.854 cents
	@ loaded mile	@ loaded mile

Effective June 1, 2024

Full/Half Agreement—	Full \$1.56932	Half 78.465-
	@ loaded mile	cents @ 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%

Section 2. Rates for Vehicles

Effective flat rates shall be increased 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%

Section 3. Hourly Rates

(a) Truckaway Drivers

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

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

Effective June 1, ~~2023~~ **2026**, June 1, 2024 **2027**, and June 1, ~~2025-2028~~, **June 1, 2029 and June 1, 2030**, the above rate shall be adjusted in accordance with Article 23 of the National Master Agreement.

(b) Hourly Rated Employees

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

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

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

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

Effective	Contract & Common Carriers
June 1, 2022	\$4.00
June 1, 2023	5.0%
June 1, 2024	4.0%
<u>Effective 9/1/25</u>	<u>2.5%</u>
<u>Effective 9/1/26</u>	<u>2.5%</u>
<u>Effective 9/1/27</u>	<u>3%</u>

<u>Effective 9/1/28</u>	<u>4%</u>
<u>Effective 9/1/29</u>	<u>4%</u>

Effective June 1, ~~2023~~ **2026**, June 1, 2024 **2027**, and June 1, ~~2025-2028~~, **June 1, 2029 and June 1, 2030**, the above rates shall be adjusted in accordance with Article 23 of the National Master Agreement.

Section 4.

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

SPLIT DELIVERIES

(Cities under 600,000)

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

and over

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

SPLIT DELIVERIES IN LARGE CITIES

(Cities over 600,000)

	6/1/22	6/1/23	6/1/24
1st Skid Drop	\$4.35	\$4.57	\$4.75
2nd Skid Drop	\$9.42	\$9.89	\$10.29
3rd Skid Drop	\$10.18	\$10.69	\$11.12
4th Skid Drop	\$10.91	\$11.46	\$11.92
5th Skid Drop	\$11.94	\$12.54	\$13.04

6th Skid	\$12.92	\$13.57	\$14.11
Drop			
7th Skid	\$13.83	\$14.52	\$15.10
Drop			
8th Skid	\$14.82	\$15.56	\$16.18
Drop			
9th Skid			
Drop			
and over	\$15.78	\$16.57	\$17.23

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

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

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

June 1, 2022	9.0%
June 1, 2023	5.0% plus COLA
June 1, 2024	4.0% plus COLA
June 1, 2025	COLA

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%

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

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

Section 6. Congestion Additive *No Changes*

Section 7. Mountain Additive *No Changes*

Section 8. Return Loads *No Changes*

Section 9. Dry Freight-Off Road-Utility Type Vehicles *No Changes*

Section 10. Mileage Determination *No Changes*

Section 11. Broken-down or Wrecked Equipment *No Changes*

Section 12. Student Drivers *No Changes*

Section 13. Driver Injured or Ill *No Changes*

Section 14. Tolls and Fuel *No Changes*

Section 15. Tool Allowance

Effective ~~December 1, 2022~~ **December 1, 2025** and each year thereafter the Employer will provide a tool allowance of one thousand **two hundred fifty** dollars (~~\$1250.00~~ ~~1,000.00~~) to diesel mechanics. This provision supercedes all Local Rider Agreements; except Local Rider Agreements which provide a higher tool allowance, in which case mechanics currently receiving such higher amount shall be red-circled.

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

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

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

Section 16. *No Changes*

Section 17. Expense Reimbursement

No Changes

Section 18. Tiedown Bars

No Changes

Section 19. Payment for Trip Lease

No Changes

Section 20. Autobox

No Changes

Section 21.

No Changes

ARTICLE 49. OWNER-OPERATOR

Section 1. Fleet Equipment

It is agreed that the Employer may lease the equipment of a fleet owner; a fleet being defined as three (3) or more tractors and/or tractors and semitrailers provided the Employer assumes complete control and supervision of such equipment.

In the event any Employer hires owner-operators or establishes an owner-operator facility or operation during the terms of this Agreement, the Teamsters National Automobile Transporters Industry Negotiating Committee (TNATINC) and the Employer(s) represented by the National Automobile Transporters Labor Division (NATLD) shall enter into immediate negotiations for the purpose of arriving at a mutually agreeable revisions to this Article 49.

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. Delay Time

No Changes

Section 12. Fuel Surcharge

No Changes

Section 13. Change of Operations

No Changes

Section 14. Lease Agreement

No Changes

Section 15. Employee Owner-Drivers

No Changes

ARTICLE 50. VACATIONS

Section 1. New Employees

No Changes

Section 2. Other Than New Employees

No Changes

Section 3. When Taken

(a) *No Changes*

(b) *No Changes*

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

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.

An employee shall be entitled to an additional day off

for each holiday that occurs during his vacation period, however, the employee must advise the Employer of his date of return, prior to leaving on vacation.

- (d) *No Changes*
- (e) *No Changes*
- (f) *No Changes*

ARTICLE 51. HOLIDAYS

Section 1.

Employees shall be paid for the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Good Friday; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day and, for drivers hired prior to September 1, ~~2015~~ **2025**, two (2) paid holidays in the form of a personal holiday and for drivers hired after September 1, ~~2015~~ **2025**, one (1) personal holiday. Personal holiday(s) can be taken with seventy-two (72) hours' advance notice to the Employer subject to the guidelines issued by the National Negotiating Committee.

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

Section 2.

No Changes

Section 3.

No Changes

Section 4.

No Changes

Section 5. Holiday Pay

No Changes

ARTICLE 52. PENSION AND HEALTH & WELFARE PAYMENTS

Section 1.

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

(a) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless otherwise in the

Supplemental Agreement(s).

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

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

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

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

(f) When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases. An employee must notify his/her Employer of the filing of an application for his/her normal retirement pension benefit at the time such application is submitted to the applicable pension fund.

Section 2.

No Changes

Section 3.

No Changes

ARTICLE 53. COMPANY RULES

Section 1.

No Changes

Section 2.

No Changes

Section 3.

No Changes

ARTICLE 54. CARGO DAMAGES

No Changes

ARTICLE 55. WORKDAY—WORKWEEK

Section 1. Hourly Rated Employees

No Changes

Section 2. Overtime

No Changes

Section 3.

No Changes

Section 4.

No Changes

ARTICLE 56. ROAD OBSERVERS

No Changes

ARTICLE 57. RETROACTIVITY

It is agreed that all wages or money allowances increased in this Agreement, shall be paid retroactive to ~~June 1, 2022~~ **September 1, 2025.**

ARTICLE 58. TERMINATION CLAUSE

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

Transporters Labor Division (NATLD), shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ to be effective as of ~~June 1, 2022~~ **September 1, 2025.**

FOR THE UNION

LOCAL UNION NO____, affiliate of International Brotherhood of Teamsters.

By_____ (Signed)

Its_____ (Title)

FOR THE COMPANY

(Company)

By_____ (Signed)

Its_____ (Title)

PART II—DRIVEAWAY

ARTICLE 59. SCOPE OF AGREEMENT

Section 1.

No Changes

Section 2.

No Changes.

Section 3. Lowboys

No Changes

ARTICLE 60.

Section 1. New Employees

No Changes

Section 2. Checkoff

No Changes

Section 3. Change of Address

No Changes

ARTICLE 61. STEWARDS

Section 1. Steward's Super-seniority

No Changes

Section 2. Steward's Pay

No Changes

ARTICLE 62. SENIORITY

Section 1.

No Changes

Section 2. Terminal Layoffs

No Changes

Section 3. Reduction of Board

No Changes

Section 4. Additional Help

No Changes

ARTICLE 63. DISCHARGE OR SUSPENSION

No Changes

**ARTICLE 64. UNIFORM RULES AND
REGULATIONS**

No Changes

Rules and Regulations—Penalty

1. ACCIDENTS:

- (a) Major chargeable accidents after full investigation.

Subject to discharge

- (b) Minor chargeable accident after full

investigation.

1st offense — reprimand

2nd offense — 3-day

layoff

3rd offense — 1-week

layoff

4th offense — discharge

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

Subject to discharge

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

1st offense — 1 day layoff

2nd offense — Subject to discharge

2. ATTENDANCE:

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 65. EXAMINATIONS AND
IDENTIFICATION FEES**

Section 1.

No Changes

Section 2.

No Changes

ARTICLE 66. LODGING

No Changes

ARTICLE 67. REPORTING AND DISPATCH TIME

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

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 to un-deck units, 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 68. 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 69. 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 70. PENSION AND HEALTH & WELFARE PAYMENTS

Section 1.
No Changes

Section 2.
No Changes

Section 3.
No Changes

ARTICLE 71. PAY CONDITIONS

Section 1. Pay Shortages

Uncontested shortages on paychecks are to be

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

Section 2. Payday
No Changes

Section 3.
No Changes

Section 4.
No Changes

Section 5.
No Changes

ARTICLE 72. RIDERS

No Changes

ARTICLE 73. SPECIAL DRIVERS

No Changes

ARTICLE 74. 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.**

Section 3.

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

(a) A driver who starts his/her 7-day workweek from his/her home terminal can elect to return to his/her home domicile after driving at least 2,200 miles within that 7-day week. If a driver is within 300 miles of **a 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 7-day workweek 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 workweek from his/her home terminal and takes multiple trips out of his/her home domicile during that workweek can elect to return to his/her home domicile after logging at least 63 hours of compensated time for that 7-day week.

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

(c) 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 on-time 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.
11. Productions regarding “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 75. 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 or destinations, to include delays at Canadian or Mexican borders, they shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except where an employee is

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. **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.

No Changes

Section 7.

Drivers shall be paid \$7.50 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 76. ACCESSORIAL CHARGES

Section 1.

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

Section 2. Governors, Baffle Plates

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

6/1/22 ————— \$4.72

6/1/23 ————— \$4.91

6/1/24 ————— \$5.11

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

6/1/22 ————— \$3.64

6/1/23 ————— \$3.79

6/1/24 ————— \$3.94

Section 3. Brakes S Lights

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

6/1/22 ————— \$5.31

6/1/23 ————— \$5.52

6/1/24 ————— \$5.74

Section 4. Towbars, Hook or Unhook

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

6/1/22 ————— \$12.95

6/1/23 ————— \$13.47

6/1/24 ————— \$14.01

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

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

Section 5. Saddle or Bolster Mount

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

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

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

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

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

6/1/22 — \$12.95 (per deck)
6/1/23 — \$13.47 (per deck)-
6/1/24 — \$14.01 (per deck)

Section 6. Full Mounts

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

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

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

Section 7. Drive Shafts

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

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

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

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

Section 8. Batteries

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

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

Section 9. Axle Shafts

(a) When a driver is required to remove axle shafts, the rate paid shall be as follows: The accessorial rates are increased 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.

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

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

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

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

Section 10. Tandems

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

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

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

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

Section 11. Split Deliveries

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

~~June 1, 2024.~~

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

Section 12. Dismounting Wheels

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

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

Section 13. Installation of Mud Flaps

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

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

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 or any slipper load in temperatures at ~~100~~ 96 degrees or more or 17 degrees or less.

ARTICLE 77. DAILY GUARANTEE

No Changes

ARTICLE 78. MILEAGE RATE

Section 1.

(a) Mileage rates in effect to ~~June 1, 2022~~ **September 1, 2025** shall be increased as follows:

~~Effective 6/1/22~~

~~12.0%~~

~~0.750 cents per mile~~

~~Effective 6/1/23~~

~~4.0%~~

~~0.750 cents per mile~~

~~Effective 6/1/24~~

~~4.0%~~

~~0.875 cents 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%

(b) The minimum mileage rate effective ~~June 1, 2022~~ **September 1, 2025** shall be \$0.52668 per mile and shall receive negotiated increases. Mileage rates in effect ~~May 31, 2022~~ **September 1, 2025** for all backhaul trips shall receive negotiated increases.

Section 2. New Business

Any new business that is obtained by the Employer will be increased **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.** ~~12% on June 1, 2022, 4% on June 1, 2023, and 4% on June 1, 2024~~ for all miles for the term of this Agreement. New business will include any business that the Employer obtains after ~~June 1, 2022~~ **September 1, 2025.**

Section 3. Single Commercial Vehicles Over Two Tons

No Changes

Section 4. Slow Moving Vehicles

(a) Drivers of tandem or slow moving vehicles **not able to sustain at a max speed 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¢) 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)~~ **fifty-eight (58)** 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

No Changes

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 ~~6/1/22~~ **9/1/25** shall be increased as follows:

(b)

~~Effective 6/1/22 12% 30 cents per hour~~

~~Effective 6/1/23 4% 30 cents per hour~~

~~Effective 6/1/24 4% 35 cents per hour~~

The minimum hourly rates for driveaway drivers effective ~~June 1, 2022~~ **September 1, 2025** shall be ~~\$20.34~~ per hour and shall receive negotiated wage increases.

Section 14. Mileage Determination

No Changes

Mileage Adjustment
No Changes

Effective 9/1/29 4%

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 79. COST OF OPERATION

Section 1.
No Changes

Section 2.
No Changes

Section 3.
No Changes

ARTICLE 80. FLAT RATES

The flat rates in effect ~~6/1/22~~ **9/1/25** shall be increased as follows:

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

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

ARTICLE 81. DRIVER UTILIZATION

Section 1.
No Changes

Section 2.
No Changes

Section 3.
No Changes

ARTICLE 82. DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Section 1.
No Changes

Day Off

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

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

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, Martin Luther King, Jr. Day and a personal holiday.

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

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

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 74, Section 4.

ARTICLE 83. HOURLY RATES AND CLASSIFICATIONS

Section 1.

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

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

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

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) Pull-out drivers and yard help
~~Effective 6/1/22 12%~~
~~Effective 6/1/23 4%~~
~~Effective 6/1/24 4%~~

(c) Mounting and hookup employees
~~Effective 6/1/22 12%~~
~~Effective 6/1/23 4%~~
~~Effective 6/1/24 4%~~

Effective June 1, ~~2023~~ **2026**, June 1, ~~2024~~ **2027**, June 1, ~~2025~~ **2028, June 1, 2029, and June 1, 2030**, the above rates shall be adjusted in accordance with Article 23 of the National Master Agreement.

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

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

Section 2. Shift Differential *No Changes*

Section 3. *No Changes*

Section 4. *No Changes*

Section 5. *No Changes*

Section 6. *No Changes*

Section 7. *No Changes*

ARTICLE 84. UTILIZATION OF EMPLOYEES

Section 1. *No Changes*

Section 2.
No Changes

ARTICLE 85.

No Changes

ARTICLE 86. BACKHAULS

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 backhaul terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.

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

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

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

Section 2.
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-~~
~~413 (Chillicothe, OH)~~
~~957 (Springfield, OH)~~

~~Southern~~
~~745 (Denton, TX)~~

~~Western~~
~~174 (Seattle, WA)~~

~~(hereinafter referred to as the "Unions")~~

NOTE: All loads dispatched out of the Montreal and Calxico 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) driveway operation to enable the Company to;

a. Operate the Inter-Areas driveway operation as efficiently as possible;

b. Divert traffic presently being shipped to rail

to the driveway method of transportation;

c. Attempt to reduce the customer pick-up of traffic which can be handled by driveway;

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 driveway method;

c. An increased number of jobs resulting in the development of increased traffic moving by the driveway 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 driveway 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 shall 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 (hook-up) 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 applicable 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 87.

TERMINATION CLAUSE

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _ to be effective as of ~~June 1,~~ 2022 September 1, 2025.

FOR THE UNION

LOCAL UNION NO____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

EASTERN AREA
TRUCKAWAY, DRIVEAWAY, YARD AND SHOP
SUPPLEMENT

NEGOTIATING COMMITTEE

FOR THE EMPLOYERS:

~~James D. Osmer, Chairperson~~
Kenneth W. Zatkoff, Chairperson
Peter P. Sudnick, Co-Chairperson
Bruce Jackson, Active USA, Inc.
Chris Anderson, 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
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
~~Greg May, Jack Cooper Transport Company~~
~~Craig Irwin, Jack Cooper Transport Company~~
~~Terry Brennan, Jack Cooper Transport Company~~
Mike Ford, RCS Transportation LLC
James Adkins, RCS Transportation LLC
Julie Cunningham, RCS Transportation LLC

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~~

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

No Changes

FOR THE EMPLOYEES:

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