

# **NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT**

## **COVERING**

### **TRUCKAWAY, DRIVEAWAY AND LOCAL AGREEMENTS**

**for the period of**

**~~June 1, 2022~~ September 1, 2025 through ~~August 31, 2025~~ August 31, 2030**

covering:

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

(Company)

hereinafter referred to as the “EMPLOYER,” and

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

#### **ARTICLE 1. PARTIES TO THE AGREEMENT**

##### **Section 1. Employers Covered**

*No Changes*

##### **Section 2. Unions Covered**

*No Changes*

##### **Section 3. Transfer of Company Title or Interest**

*No Changes*

#### **ARTICLE 2. SCOPE OF AGREEMENT**

##### **Section 1. National Master Agreement**

*No Changes*

##### **Section 2. Supplements to the National Master Agreement**

*No Changes*

##### **Section 3. Non-covered Units**

*No Changes*

##### **Section 4. Single Bargaining Unit**

*No Changes*

## **Section 5. Local Matters and Riders**

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

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

(b) Riders to this Agreement and to Supplements thereto between Local Unions and Employers that do not meet the standards set forth in the National Master Agreement and Supplements thereto, shall be continued pending negotiations for amendment of such Riders, which negotiations shall be conducted and concluded within one hundred eighty (180) days after execution of this Agreement. All such Riders must be submitted to the Area Joint Arbitration Committee for approval or rejection. If the Area Joint Arbitration Committee cannot finally dispose of the matter, such Rider shall be null and void. However, wage and monetary matters negotiated in this Agreement shall become effective ~~April 2, 2017~~ **September 1, 2025.**

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

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

## **Section 6. Approval of Local Riders**

*No Changes*

## **Section 7.**

*No Changes*

## **Section 8.**

*No Changes*

## **ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF**

### **Section 1. Recognition**

*No Changes*

### **Union Membership**

*No Changes*

## **Additional Employees**

*No Changes*

## **Agency Shop Clause**

*No Changes*

## **Training Program**

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

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

**The Union and Employer may agree to extend training period for up to an additional thirty (30) working days.**

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

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

d. The trainee shall be prohibited from

performing any work in any classification covered by this Agreement.

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

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

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

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

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

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

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

### (3) Retraining Program

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

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

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

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

## Section 2. Probationary Employees

A probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30)-day trial basis, during which period the employee may be terminated without further recourse; provided, however, that the Employer may not terminate or discipline for the purpose of evading this Agreement or discriminating against Union members. The Union and the Employer may agree to extend the probationary period for no more than thirty (30) days but the probationary employee must agree to such extension in writing. The accrual of seniority for probationary employees shall be determined consistent with Article 3, Section 1(j)(1), if applicable, and provided in the applicable Supplemental Agreement except as it has been otherwise applied by the parties.

**In the event an employee is laid off or absent, for any reason, and subsequently returns, such employee shall not be required to serve an additional full probationary period unless the period of absence lasts longer than the period previously worked by such employee. Rather, the employee will be required to complete the remaining time left from the previous probation period.** In case of discipline within the thirty (30)-day trial period, the Employer shall notify the Local Union, in writing, of such discipline.

## Section 3. Employment Agency Fees

*No Changes*

## Section 4. Checkoff

*No Changes*

## Section 5. 401(k) Savings Plan

*No Changes*

## **Section 6. Retirement Notification**

*No Changes*

## **Section 7. Electronic Funds Transfer (Direct Deposit)**

*No Changes*

### **ARTICLE 4. STEWARDS**

*No Changes*

### **ARTICLE 5. SENIORITY**

#### **Section 1. Definition of Terms**

*No Changes*

#### **Section 2.**

*No Changes*

#### **Section 3.**

(a) Seniority, including for fringe benefits, 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 Joint Arbitration Committee may direct during the seventh (7th) year. This provision shall be uniformly applied throughout all Supplemental Agreements to the National Master Automobile Transporters Agreement.

#### **(b) Leave of Absence for Union Activities**

Employees elected or appointed to full-time Union positions shall maintain and accumulate their seniority with the Employer so long as the employee maintains such full-time position with the Union. Such employee shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period with the same seniority as though the employee had been continuously employed, provided that the employee is physically

qualified to perform the duties which he/she previously performed for the Employer.

#### **Section 4.**

*No Changes*

#### **Section 5.**

*No Changes*

#### **Section 6.**

*No Changes*

#### **Section 7. New Terminals, etc.**

*No Changes*

#### **Section 8.**

*No Changes*

#### **Section 9.**

*No Changes*

#### **Section 10. Notice of Changes Which Affect Seniority**

*No Changes*

#### **Section 11.**

(a) The Employer shall not require employees who exercise rights under Article 5, Section 4, 5, 7, and 8 transfers, except for transfers pursuant to Section 7 (a) (3) **and Section 13** new terminal and additional help rights under any Supplement, to purchase any equipment as a condition of continued employment.

(b) The Employer shall file with the Standing Seniority Committee a request for staffing at any terminal, operating point or other facility at which the Employer has no existing facility and is assigned off rail traffic after June 1, 1999 and retains such traffic for six (6)

months.

(c) If an Employer secures new traffic (not currently handled by any signatory Employer) from a port, plant, railroad, auction yard, or other location that is not staffed by that Employer, then such Employer may file with the National Automobile Transporters Joint Arbitration Committee to be excused from the provisions of Article 5, Section 11 (b). The decision of the Committee shall be final and binding, with no further recourse in any forum. If the Committee deadlocks on the matter, then the request for relief shall be treated as a rejection of the Employer's request for relief.

#### **Section 12.**

*No Changes*

#### **Section 13.**

*No Changes*

#### **Section 14.**

*No Changes*

### **ARTICLE 6.**

#### **Section 1. Maintenance of Standards**

*No Changes*

#### **Section 2. Extra-contract Agreements**

*No Changes*

#### **Section 3. Workweek Reduction**

*No Changes*

#### **Section 4.**

*No Changes*

### **ARTICLE 7. GRIEVANCE MACHINERY**

#### **Section 1. No Strike and/or Lockout**

*No Changes*

#### **Section 2. Work Stoppages**

*No Changes*

#### **Section 3. Designation of Representatives**

*No Changes*

#### **Section 4. Grievance Procedure**

*No Changes*

#### **Section 5. Designation of Joint Arbitration Committees**

*No Changes*

#### **Section 6. Rules of Procedure**

*No Changes*

#### **Section 7. Functions of Joint Arbitration Committees**

*No Changes*

#### **Section 8. Rights of National, Area and Multi-State Joint Arbitration Committees**

*No Changes*

#### **Section 9. Board of Arbitration**

*No Changes*

#### **Section 10.**

*No Changes*

#### **Section 11.**

*No Changes*

#### **Section 12.**

*No Changes*



**Section 13.**

*No Changes*

**Section 14.**

*No Changes*

**Section 15.**

*No Changes*

**Section 16. Financing**

*No Changes*

**Section 17. Standing Seniority Committee**

*No Changes*

**Section 18. Grievant's Bill of Rights**

*No Changes*

**Section 19.**

*No Changes*

**Section 20.**

*No Changes*

**Section 21.**

*No Changes*

**ARTICLE 8. PROTECTION OF RIGHTS**

**Section 1. Picket Line**

*No Changes*

**Section 2. Struck Goods**

*No Changes*

**Section 3.**

*No Changes*

**Section 4.**

*No Changes*

**Section 5. Grievances**

*No Changes*

**ARTICLE 9. BONDS**

*No Changes*

**ARTICLE 10. COMPENSATION  
CLAIMS AND PAID LEAVE**

**Section 1. Compensation Claims**

*No Changes*

**Section 2. Day of Injury**

*No Changes*

**Section 3. Modified Work**

*No Changes*

**LETTER OF UNDERSTANDING RE:  
MODIFIED WORK UNDER THE  
PROVISIONS OF ARTICLE 10, SECTION  
3(b)**

*No Changes*

**Section 4. Funeral Pay**

*No Changes*

**Section 5. Sick Leave**

(a) This Agreement shall provide for five (5) days of sick leave per contract year unless otherwise modified in the Supplemental Agreement.

Employees must be listed on the seniority roster (active or inactive) at the commencement of each contract year (June 1) and have remained continuously on such

seniority roster at the time sick leave payments are claimed.

(b) In order to be eligible for daily sick leave payments, the eligible employee must be on the active seniority roster at the time of illness or accident.

Sick pay will be paid on the day that an employee notifies the Employer of an illness or injury. However, the first day sick pay will not be paid if the first day of absence is the day immediately preceding or following a paid holiday or scheduled vacation, in which case the employee must be absent three (3) consecutive days and sick pay will then be paid retroactive to the first day of absence.

(c) Truckaway or driveaway drivers with bid schedules shall be treated as local employees with a standard workweek. Line drivers on sleepers or rotating boards will be treated as having a seven (7) day operation with no off days for the purpose of computing qualifying workdays.

(d) Sick leave does not establish the need for a doctor's statement before sick leave benefits are paid. However, sick leave shall not interfere with an established procedure that requires an employee to have a doctor's statement before returning to work.

(e) Except as set forth herein, employees on the inactive seniority roster prior to June 1 of a calendar year due to layoff or long term illness or injury are not eligible to receive sick leave in the next contract year. Once the employee returns to work, he shall be eligible for sick leave based on the following proration for days actually worked in the prior contract year:

1 - 30 days worked .....	1 sick day
31 - 60 days worked .....	2 sick days
61 - 90 days worked .....	3 sick days
91 - 120 days worked .....	4 sick days
121 or more days worked..	5 sick days

The foregoing "look-back" provision shall be prospective application only, such that the first "look-back" year will be June 1, 2011 through May 31, 2012.

For purposes of this Article 10, Section 5(e), employees who are laid off during the thirty (30) day period immediately prior to June 1<sup>st</sup> and who are recalled within thirty (30) days of the layoff will be considered to be on the active seniority roster and will therefore be eligible to receive sick leave in accordance with Article 10, Section 5(a).

(f) Sick leave not used by May 31st of any contract year will be paid by separate check on May 31st at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate. Sick leave not used by May 31st of any contract year will be calculated at the applicable hourly rate in existence on that date based on the following:

(1) In order to receive payment of the unused portion of sick leave upon the completion of the contract year (May 31st), the employee must have worked ninety (90) days, including holidays, vacations, and compensable jury duty, during the contract year and the employee must have remained on the seniority roster (active or inactive) for the complete contract year (June 1st through May 31st);

(2) A laid-off employee is due sick leave benefits only if that employee meets the qualifications for payment of unused sick leave at the end of the contract year;

(3) Employees who are discharged for cause, or who voluntarily quit, are not eligible for unused sick leave;

(4) Employees who retire, die or are on workers' compensation shall be eligible for



unused sick leave provided they have worked ninety (90) days or more during the contract year.

**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.**

~~The additional sick leave days referred to above shall also be included in those Supplements containing sick leave provisions prior to June 1, 1976.~~

#### **Section 6. Jury Duty**

*No Changes*

#### **Section 7. Family and Medical Leave Act**

*No Changes*

### **ARTICLE 11. MILITARY CLAUSE**

*No Changes*

### **ARTICLE 12.**

#### **Section 1. Posting of Agreement**

*No Changes*

#### **Section 2. Union Bulletin Boards**

*No Changes*

#### **Section 3. Lie Detector**

*No Changes*

#### **Section 4.**

*No Changes*

### **ARTICLE 13. UNION AND EMPLOYER COOPERATION**

#### **Section 1.**

*No Changes*

#### **Section 2. Committee on Industry Development**

*No Changes*

#### **Section 3.**

*No Changes*

### **ARTICLE 14. UNION ACTIVITIES**

*No Changes*

### **ARTICLE 15. SEPARATION OF EMPLOYMENT**

*No Changes*

### **ARTICLE 16. SEPARABILITY AND SAVINGS CLAUSE**

*No Changes*

### **ARTICLE 17. EMERGENCY REOPENING**

*No Changes*

### **ARTICLE 18. SYMPATHETIC ACTION**

*No Changes*

### **ARTICLE 19. PIGGY-BACK, BARGE, ETC.**

*No Changes*

## ARTICLE 20. JURISDICTIONAL DISPUTES

*No Changes*

## ARTICLE 21. MULTI-EMPLOYER, MULTI-UNION UNIT

Attached to this Agreement as Appendix A is a list of the Employers that are members of the National Automobile Transporters Labor Division and, prior to the negotiation of this Agreement, authorized the Association to negotiate and sign this ~~2012-2025~~ **2025-2030** collective bargaining agreement covering all of their terminals and operations. These Employers participate in the multi-employer, multi-union bargaining unit established by this National Master Agreement and the Supplements thereto.

The parties further agree to participate in joint negotiations of any modification or renewal of this National Master Agreement and Supplements thereto, and to remain a part of the multi-employer, multi-union bargaining unit set forth in such renewed Agreement and Supplements.

## ARTICLE 22. NEW BUSINESS

### 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.

**New business acquired under this Article before September 1, 2025 will sunset upon expiration of this Agreement. New business acquired during the term of this Agreement will sunset five (5) years after the acquisition of such business.**

## ARTICLE 23. COST-OF-LIVING

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

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

A cost-of-living allowance shall only become effective if the annual increase in the CPI-W exceeds three (3.0%) percent which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

A cost-of-living allowance, if any, shall become effective on June 1, ~~2023~~ **2026**, based upon the difference between the Index of January ~~2022~~ **2025** and the Index for January, ~~2023~~ **2026** (Published February, ~~2023~~ **2026**).

The Base Index Figure shall be the figure for January ~~2022~~ **2025** (Published February, ~~2022~~ **2025**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January ~~2022~~ **2025**, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

A cost-of-living allowance, if any, shall become effective on June 1, ~~2024~~ **2027**, based upon the difference between the Index of January ~~2023~~ **2026** and the Index for January ~~2024~~ **2027** (Published February, ~~2024~~ **2027**).

The Base Index Figure shall be the figure for January, ~~2023~~ **2026** (Published February, ~~2023~~ **2026**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January ~~2023~~ **2026**, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and

classifications which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

A cost-of-living allowance, if any, shall become effective on June 1, ~~2025~~ **2028**, based upon the difference between the Index of January, ~~2024~~ **2027** and the Index for January, ~~2025~~ **2028** (Published February, ~~2025~~ **2028**).

The Base Index Figure shall be the figure for January, ~~2024~~ **2027** (Published February, ~~2024~~ **2027**). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January ~~2024~~ **2027**, there shall be a one cent (\$.01) per hour .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; 1% flat or zone rate increase in all wage rates which will be capped at fifty cents (\$0.50) per hour each year **through August 31, 2028.** ~~for the life of this Agreement.~~

**A cost-of-living allowance, if any, shall become effective on June 1, 2029, based upon the difference between the Index of January 2028 and the Index for January 2029 (Published February 2029).**

The Base Index Figure shall be the figure for January 2028 (Published February 2028). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 2028, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications.

For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates.

A cost-of-living allowance, if any, shall become effective on June 1, 2030, based upon the difference between the Index of January 2029 and the Index for January 2030 (Published February 2030).

The Base Index Figure shall be the figure for January 2029 (Published February 2029). The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January 2029, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications.

For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates.

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

Driveaway employees covered by the driveaway part of the Central-Southern Areas, Eastern Area and Western Area Supplements

shall receive cost-of-living adjustments on the same basis as all other employees covered by this National Master Agreement.

Any cost-of-living allowance, allocated to hourly, mileage and flat (zone) wage increases, shall become a fixed part of the base rate for all classifications on the effective date of each cost-of-living allowance.

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

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

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

**ARTICLE 24.**

**Section 1. Employee's Bail**

*No Changes*

**Section 2. Suspension or Revocation of License**

*No Changes*

**ARTICLE 25. PASSENGERS**

*No Changes*

**ARTICLE 26. NONDISCRIMINATION**

*No Changes*

**ARTICLE 27. ROAD AND/OR DRIVING EQUIPMENT SPECIAL LICENSE**

*No Changes*

**ARTICLE 28. USA-CANADA-MEXICO**

*No Changes*

**ARTICLE 29. JUMBO JETS**

*No Changes*

**ARTICLE 30. JOINT HEALTH AND SAFETY COMMITTEE**

**Section 1.**

*No Changes*

**Section 2.**

*No Changes*

**Section 3. Tires**

*No Changes*

**Section 4.**

*No Changes*

**Section 5. Air-conditioning**

*No Changes*

**Section 6.**

*No Changes*

**Section 7.**

*No Changes*

**Section 8.**

*No Changes*

**Section 9. Trailer Hand Brake Valves**

*No Changes*

**Section 10. Fuel Tank Placement**

*No Changes*

**Section 11. Skids**

*No Changes*

**Section 12. Head Ramp Stops**

*No Changes*

**Section 13. Right to Know**

*No Changes*

**Section 14. Substance Abuse Testing and Disciplinary Action**

*No Changes*

**Section 15.**

*No Changes*

**Section 16.**

*No Changes*

**Section 17.**

*No Changes*

**Section 18.**

*No Changes*

**Section 19.**

*No Changes*

**Section 20.**

*No Changes*

**ARTICLE 31. UNIFORMS**

*No Changes*

**ARTICLE 32. METRIC SYSTEM**

*No Changes*

**ARTICLE 33. WORK PRESERVATION**

**Section 1.**

*No Changes*

**Section 2.**

*No Changes*

**Section 3.**

*No Changes*

**Section 4. Right to Information**

*No Changes*

**Section 5.**

*No Changes*

**Section 6.**

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

(See separate attachment of Work Preservation Agreements.)

**ARTICLE 34. SLEEPER CAB OPERATIONS**

**Section 1.**

*No Changes*

**Section 2.**

*No Changes*

**Section 3.**

*No Changes*

**Section 4.**

*No Changes*

**Section 5.**

*No Changes*

**Section 6.**

*No Changes*

**ARTICLE 35. DURATION**



### Section 1.

This Agreement shall be in full force and effect from ~~June 1, 2022~~ **September 1, 2025**, to and including ~~August 31, 2025~~ **August 31, 2030**, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

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

### Section 2.

When no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to August 31, ~~2025~~ **2030**, or August 31st, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

### Section 3.

Revisions agreed upon or ordered shall be effective as of ~~June 1, 2022~~ **September 1, 2025** or ~~June 1<sup>st</sup>~~ **September 1st**, of any subsequent contract year.

The Teamsters National Automobile Transporters Industry Negotiating Committee, as representative of the Local Unions, or the signatory Employer, or the authorizing Employer Associations, shall each have the right to unilaterally determine when to engage in economic recourse (strike or lockout) on or after August 31, ~~2025~~ **2030**, unless agreed to the contrary.

### Section 4.

*No Changes*

### Section 5.

*No Changes*

IN WITNESS WHEREOF the undersigned duly execute THE NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT and Supplemental Agreements (and Riders, if any) pertaining to their operations, on this \_\_\_ to be effective as of ~~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)

### NEGOTIATING COMMITTEE

FOR THE LOCAL UNIONS:

**TEAMSTERS NATIONAL  
AUTOMOBILE TRANSPORTERS  
INDUSTRY NEGOTIATING  
COMMITTEE**

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~~  
~~Frank Martinez, Rank and File~~  
~~Brian Mann, Rank and File~~  
~~Erie Wilson, 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 "A.J." Thompson, Jr., Rank and  
File  
Larry Warwick, Rank and File

**FOR THE EMPLOYERS:**

**NATIONAL AUTOMOBILE  
TRANSPORTERS LABOR DIVISION**

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

**APPENDIX A NATLD MEMBERS**

Active USA, Inc.  
Auto Handling LLC  
Cassens Transport Company  
Kenosha Releasing, Inc.  
Precision Vehicle Solutions LLC  
RCS Transportation LLC  
RCS Transportation  
LAP LLC  
Transcargo LLC

## **WORK PRESERVATION AGREEMENT FOR SIGNATORY EMPLOYERS**

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

1. Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer’s bargaining unit employees, eliminating contracting and double breasting practices under which Parent or Employer permit persons other than Employer’s bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.
2. Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.
3. Employer agrees that it shall not permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.
4. (a) Employer agrees that it will not engage in any scheme, transaction, restructuring or reorganization that permits it or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer’s bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein.  
  
(b) Employer or Controlled Affiliate may acquire and operate an entity not currently covered by the NMATA that performs Carhaul Work subject to terms and conditions that are acceptable to TNATINC. The Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.
5. Employer and Union waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle. Neither party will bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, nor permit any Controlled Affiliate to bring any such legal action, nor voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double breasting practices consistent with governing law, and

(b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

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

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

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

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

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

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

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

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

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

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

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

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

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS INDUSTRY NEGOTIATING  
COMMITTEE (TNATINC),

on behalf of itself and LOCAL UNIONS affiliated with the International  
Brotherhood of Teamsters

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_

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

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

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

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

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

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

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

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



shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and

(b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

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

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

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

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

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

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

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

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

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

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

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

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

For the Parent:

ACTIVE TRUCK TRANSPORT, L.L.C.

By: \_\_\_\_\_ Its: \_\_ Dated: \_\_\_\_\_ For the Employer:

ACTIVE USA, INC.

By: \_\_\_\_\_ Its: \_\_ Dated: \_\_\_\_\_ For the Union:

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

By: \_\_\_\_\_ Its: \_\_ Dated: \_\_\_\_\_

**ACTIVE TRUCK TRANSPORT, L.L.C. ADDENDUM TO ARTICLE 33 WORK  
PRESERVATION AGREEMENT**

**This addendum will meet all the requirements of the NMATA.**

**1. The Employer Shall not subcontract, lease, transfer, assign, divert, or otherwise convey Driveaway Work to any outside entity including non-signatory affiliates or subcontractor unless absolutely unavoidable and only after meeting the following steps.**

**2. For purposes of this proposal, Driveway Work is define consistent with Article 33's Work Preservation Agreement as encompassing all present, historical, and reasonably future work traditionally performed by bargaining unit employees in connection with vehicle movement. This includes, without limitation, loading/unloading, yard activities, shuttle and releasing duties, driveway moves, and any similar work where unit employees are qualified.**

**3. No Driveaway Work shall be performed by non-bargaining unit personnel, including those employed by controlled affiliates or subcontractors, except in the event of an emergency, and then only upon prior mutual written agreement with the Union.**

**4. Violations of this article shall entitle the union to:**

- a. Seek immediate cease-and-desist relief**
- b. Secure restoration of any diverted Driveaway Work to the bargaining unit**
- c. Seek full back pay or equivalent remedy for any affected members.**

**5. Notwithstanding the above, the bargaining unit shall retain at least 30% of the current PPL/subcontractor Driveway Work in Denton, Texas; Calxico, California; Chillicothe, Ohio (for Denton and Chillicothe units between 400 and 500 miles). The Union shall determine the daily allocation of units to the bargaining unit, and at any time, enforce the cease-and-desist remedies in clause 4. The employer shall provide the union with daily reporting of all subcontracted units, including location, miles, and assigned personnel.**

**6. While using this addendum, the employer shall hire a minimum of four (4) bargaining unit employees each month and ensure each completes the full training. Compliance with this hiring and training obligation shall be confirmed in writing to the Union monthly. Failure to meet these requirements shall be considered a violation of this article, subject to the remedies outlined in clause 4.**

**7. The Union will have the exclusive right to dissolve this amendment in its entirety within three calendar days after written notice.**

For the Parent:

ACTIVE TRUCK TRANSPORT, L.L.C.

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_ For the Employer:

ACTIVE USA, INC.

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_ For the Union:

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

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_

## **CASSENS CORPORATION WORK PRESERVATION AGREEMENT**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

~~12. This Work Preservation Agreement does not apply to Marysville Releasing, Inc. whose operations~~

~~are covered by separate collective bargaining agreements with Local Unions affiliated with the International Brotherhood of Teamsters.~~

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

For the Parent:

CASSENS CORPORATION

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_ For the Employer:

CASSENS TRANSPORT COMPANY

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_ For the Union:

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

By:\_\_\_\_\_ Its:\_\_\_ Dated:\_\_\_\_\_

## **JACK COOPER TRANSPORT COMPANY, INC. WORK PRESERVATION AGREEMENT**

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

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

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

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

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

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

interest) by Ultimate Parent, Parent and/or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

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

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

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

~~8. In the event Union submits a grievance involving Ultimate Parent, Parent or Employer under the expedited arbitration procedure established in Article 33, Section 3, Ultimate Parent, Parent, Employer and the Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Ultimate Parent, Parent or Employer. If, and to the extent that, the Ultimate Parent, Parent, Employer or the Union fails or refuses to comply with this request for information, for any reason, the Ultimate Parent, Parent, Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Ultimate Parent, Parent, Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Ultimate Parent, Parent or Employer may seek enforcement of the subpoena in federal court pursuant to Section 301~~

~~of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Ultimate Parent, Parent, Employer or Union fails to comply with this provision for any reason, the Union, Ultimate Parent, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Ultimate Parent, Parent, Employer or Union concerning the subject matter of the information that Ultimate Parent, Parent, Employer or Union has failed to provide to Union or Employer within fifteen (15) days.~~

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

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

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

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

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

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

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

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

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



entity from performing Carhaul Work.

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

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

For the Ultimate Parent:

~~JACK COOPER ENTERPRISES, INC.~~

By: \_\_\_\_\_ Its: \_\_\_\_\_ Dated: \_\_\_\_\_ For the Parent:

~~JACK COOPER HOLDINGS CORP.~~

By: \_\_\_\_\_ Its: \_\_\_\_\_ Dated: \_\_\_\_\_

For the Employers:

~~JACK COOPER TRANSPORT CO., INC.~~

By: \_\_\_\_\_ Its: \_\_\_\_\_ Dated: \_\_\_\_\_ ~~JACK COOPER LOGISTICS,~~

~~LLC~~

By: \_\_\_\_\_ Its: \_\_\_\_\_ Dated: \_\_\_\_\_ For the Union:

~~TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS INDUSTRY NEGOTIATING  
COMMITTEE (TNATINC),~~

~~on behalf of itself and LOCAL UNIONS affiliated with the International  
Brotherhood of Teamsters~~

By: \_\_\_\_\_ Its: \_\_\_\_\_ Dated: \_\_\_\_\_