

WESTERN AREA SUPPLEMENTAL AGREEMENTS

Covering

**TRUCKAWAY, DRIVEAWAY, AUTOMOTIVE SHOP, OFFICE
AND WESTERN AREA YARD OPERATIONS**

Part I General (Common Clauses)

Part II Truckaway

Part III Driveaway

Part IV Western Area Yard

Part V Automotive Shop

Part VI Office

**For The Period ~~June 1, 2022~~ September 1, 2025 thru August
31, ~~2025~~ 2030**

WESTERN AREA SUPPLEMENTAL AGREEMENTS
Covering
TRUCKAWAY, DRIVEAWAY,
AUTOMOTIVE SHOP, OFFICE AND WESTERN
AREA YARD OPERATIONS

Part I	General (Common Clauses)
Part II	Truckaway
Part III	Driveaway
Part IV	Western Area Yard
Part V	Automotive Shop
Part VI	Office

FOR THE PERIOD ~~June 1, 2022~~ September 1, 2025
THROUGH August 31, ~~2025~~ 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
COVERING TRUCKAWAY,
DRIVEAWAY,
AUTOMOTIVE SHOP, OFFICE AND
WESTERN AREA YARD OPERATIONS**

ARTICLE 36 GENERAL

Section 1. Riders to this Agreement

No Changes

Section 2.

No Changes

Failure to Remit

No Changes

Notification to the Union

No Changes

Section 3. Failure to Comply

No Changes

Section 4. Personalized Rates of Pay

No Changes

Section 5. Injury or Illness on Duty

No Changes

Section 6.

No Changes

ARTICLE 37. LEAVE OF ABSENCE

Section 1. Time Off for Union Activities

No Changes

Section 2. Other Leaves of Absence

No Changes

**Leave for Treatment of
Alcoholism/Controlled Substances**

No Changes

Section 3. Leave for Non-covered Positions

No Changes

Section 4. Absence Due to Sickness or Injury

No Changes

Section 5. Health and Welfare Trust Payments

No Changes

Section 6. Failure to Comply

No Changes

ARTICLE 38. PAY PERIOD

Section 1. Regular Paydays

No Changes

Section 2. Sunday or Holiday

No Changes

Section 3. Pay Upon Termination

No Changes

Section 4. Irregular or Casual Employees

No Changes

Section 5. Itemized Statement

No Changes

Section 6. Rejected Claims

No Changes

Section 7.

No Changes

Section 8.

No Changes

**ARTICLE 39. EXAMINATION AND
IDENTIFICATION FEES**

Section 1.

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all such employees; provided, however, the Employer shall pay for all such examinations

and for time spent at the place of examination or examinations except in the case of driver's or chauffeur's license examinations except as provided by law.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours, without pay for time so consumed.

The Company reserves the right to select its own medical examiner or physician, and the employee may, if he or she believes an injustice has been done, be examined by a licensed medical physician of their choice at the employee's expense. **However, for a DOT physical, Employees may choose their own State Certified DOT Doctor at the employees' expense.**

In the event of disagreements between the medical examiner selected by the Company and the doctor selected by the employee, the Company and Union shall together select a third (3rd) impartial doctor within ten (10) days whose opinion shall be final. The Local Union and Employer may agree upon other methods of selection of the third (3rd) doctor. The Employer shall accept the releases furnished by either its own examiner or any examiner to which the employee has been referred to by its own examiner. The expense of the third (3rd) doctor shall be borne equally between the employee and the Company.

Employees off work due to any illness or injury and under a doctor's care must furnish a release when returning to work. Those Employers who require a release to return to work other than as outlined above must bear the cost thereof.

Section 2. Identification

No Changes

ARTICLE 40. UTILIZATION OF EMPLOYEES AND EQUIPMENT

No Changes

ARTICLE 41. COMPANY RULES

Section 1.

No Changes

ARTICLE 42. VACATIONS

No Changes

Section 2. Computation of Vacation Pay

No Changes

Section 3. Pro Rata Vacations

No Changes

Transferred Employees

No Changes

Section 4. General Provisions

No Changes

Section 5.

No Changes

Section 6.

No Changes

Section 7.

No Changes

Section 8.

No Changes

Section 9.

No Changes

ARTICLE 43. HOLIDAYS

No Changes

Holiday Pay, Local

(c) ~~Regular line or sleeper cab drivers performing work on 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 for more than a total of twelve (12) straight time hours of holiday pay.~~

~~Regular line or sleeper cab drivers will receive twelve (12) straight time hours of pay when performing work on 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.

Holiday Pay, Line or Sleeper Cab Drivers
No Changes

General
No Changes

Holiday Pay During Absence from Work
No Changes

Note: Personal Holiday
No Changes

ARTICLE 44. HEALTH AND WELFARE

Section 1. Employer Contributions

Each Employer shall make monthly contributions to the Health and Welfare Trust as provided in this Section.

(a) Regular employees—for each regular active employee and each casual who receives eighty (80) hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month:

~~Effective August 1, 2022 \$2,165.69 per month~~

September 1, 2025 \$2,165.69
per month

Effective August 1, 2026; August 1, 2027; August 1, 2028; and August 1, 2029, the Employer shall contribute the rates as provided by the relevant Health & Welfare funds to maintain coverage.

(b) Casual employees—

~~Effective August 1, 2022 \$26.80 per day~~
September 1, 2025 \$26.80 per day

Effective August 1, 2026; August 1, 2027; August 1, 2028; and August 1, 2029, the Employer shall contribute the rates as provided by the relevant Health & Welfare funds to maintain coverage.

Contributions for casuals used on a four (4) or five (5) hour basis shall be \$13.40.

(c) Regular employees hired after June 1, 2011 who receive one hundred (100) or more hours of compensation in the previous month shall be eligible to have a contribution paid on their behalf and shall be entitled to the benefits provided by the Trust Summary Plan Description.

Employees who receive less than one hundred (100) hours of compensation but at least sixty (60) hours of compensation shall be eligible for the Catastrophic Needs Medical Plan as set forth in the Summary Plan Description at the rate of four hundred thirty-one dollars (\$431.00) per month. Effective August 1, 2016, employees who receive less than one hundred (100) hours of compensation but at least sixty (60) hours of compensation shall be eligible for the Catastrophic Needs Medical Plan as set forth in the Summary Plan Description at the rate of five hundred thirty dollars (\$530.00) per month.

Contributions provided herein may be adjusted annually at the direction of the National Negotiating Committee. During the life of this Agreement, the Employer shall

continue to make contributions to the appropriate Health and Welfare Fund in such amount as is determined on an annual basis by the Fund to be necessary to maintain the benefits then in effect.

(d) Probationary Employees—An Employer is required to pay the required health and welfare contributions on any new employee who has served the ninety (90) day probationary period for any Employer subject to the National Master Automobile Transporters Agreement. All such contributions shall be paid by the tenth (10th) of each month to the appropriate administrative office as directed by the Health and Welfare Trust, subject to the provisions of Section 9, herein.

(e) Employees who had scheduled earned unused vacation prior to being placed on a letter of layoff and that scheduled vacation falls during the period of the layoff, such vacation earnings shall be considered as compensation for purposes of determining eligibility for health and welfare contributions.

Employees who elect to schedule earned unused vacation after being placed on letter of layoff shall have such vacation earnings considered as compensation for purposes of determining eligibility for health and welfare contributions for a period of one month only during each such layoff period.

Section 2. Eligibility and Benefits

No Changes

Section 3. Voluntary Employee Benefit Association (VEBA)

No Changes

Section 4. Acceptance of Trust Agreement

No Changes

Section 5. Delinquent Contributions

No Changes

Section 6. Payments During Periods of Absence

No Changes

Section 7. Deductions from Rentals

No Changes

Section 8. Disputes

No Changes

Section 9. Changes in the Health and Welfare Program

No Changes

Section 10. Payroll Audits

No Changes

ARTICLE 45. PENSION

Section 1. Employer Contributions

No Changes

Section 2. Payments During Periods of Absence

No Changes

Section 3. Deductions from Rentals

No Changes

Section 4. Acceptance of Trust

No Changes

Section 5. Delinquent Contributions

No Changes

Section 6.

No Changes

ARTICLE 46. TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND

Section 1.

No Changes

Section 2. Payments During Periods of Absence

No Changes

Section 3. Deductions from Rentals

No Changes

Section 4. Acceptance of Trust

No Changes

Section 5. Delinquent Contributions

No Changes

Section 6.

No Changes

**ARTICLE 47. DISCHARGE OR
SUSPENSION**

Section 1.

No Changes

Section 2. Warning or Suspension Notice

No Changes

Section 3.

No Changes

Section 4.

No Changes

Section 5.

No Changes

Section 6.

No Changes

Section 7. Reasonable Direct Work Order

No Changes

Cooling off period

No Changes

ARTICLE 48. DELINQUENCIES

**Section 1. Health & Welfare and Pension
Delinquencies**

No Changes

**Section 2. Failure to Pay Established Hourly or
Mileage Rates**

No Changes

ARTICLE 49. STEWARD PAY

No Changes

ARTICLE 50. GARNISHMENTS

No Changes

ARTICLE 51. ADDITIONAL HELP

No Changes

ARTICLE 52. TERMINATION CLAUSE

No Changes

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)

**WESTERN AREA SUPPLEMENT PART
I—GENERAL**

NEGOTIATING COMMITTEE

FOR THE UNIONS:

Sean M. O'Brien, Chairperson
Aval 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~~
~~Eric 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 Aval Thompson, Rank and File
Larry Warwick, Rank and File

FOR THE EMPLOYERS:

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

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

PART II—TRUCKAWAY

ARTICLE 53. SCOPE OF AGREEMENT

Section 1. Operations Covered

No Changes

Section 2. Employees Covered

No Changes

Operators of Leased Equipment

No Changes

Student Trips

No Changes

Section 3. Terminal Employees

No Changes

ARTICLE 54. RECORDS OF MOVEMENTS

No Changes

ARTICLE 55. SENIORITY

Section 1.

No Changes

Section 2. Purchase of Equipment

No Changes

Section 3. Bidding Equipment

No Changes

Section 4.

No Changes

Section 5. Seniority Lists

No Changes

Section 6.

No Changes

Section 7. Extra Equipment

No Changes

Section 8. Line Operations Only

No Changes

ARTICLE 56. MEAL PERIOD

No Changes

ARTICLE 57. PAID-FOR TIME

No Changes

ARTICLE 58. DEFINITIONS

Section 1. Local Operations

No Changes

Section 2. Line Operations

No Changes

Section 3. Deadheading

No Changes

ARTICLE 59. LOCAL RATES OF PAY

Section 1. Hourly Rates

Effective	Per Hour
6-01-22	\$28.58
6-01-23	\$30.01
6-01-24	\$31.21

<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>

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

effective on June 1st of each year.

Section 2. Starting Time

No Changes

Section 3. Local Overtime

No Changes

Section 4. Seventh Consecutive Day

No Changes

Section 5. Minimum Day

No Changes

Section 6.

No Changes

Section 7.

No Changes

Section 8. Sunday through Thursday/Tuesday through Saturday Workweek

No Changes

Section 9. Loading New Business

No Changes

ARTICLE 60. LINE RATES OF PAY

Section 1. Mileage Rates

The mileage rates of pay for all miles driven under this Agreement where such rates apply shall be:

Effective	Per Mile
6-01-22	72.68¢
6-01-23	76.31¢
6-01-24	79.36¢

<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>

On June 1, 2023 2026, June 1, 2024 2027,
and June 1, 2025 2028, June 1, 2029 and

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

Section 2. Double and Triple Bottom Rate

No Changes

Section 3. Permitted Loads

No Changes

Section 4.

(a) Hourly Rates—Line

Paid-for time under this Agreement as well as time spent in making pickups and/or deliveries at points en route and intermediate terminals, time lost through delay in pickups and/or deliveries at points en route and intermediate terminals, and for work performed in making pickups and/or deliveries shall be paid for at the minimum rate of:

Effective	Per Hour
6-01-22	\$28.38
6-01-23	\$29.80
6-01-24	\$30.99

<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>

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

(b) Pay for line trips of 101 through 150 miles.

No Changes

Section 5. Loading and Unloading New Business

No Changes

Section 6. Backhauls

No Changes

Section 7. Check and Fuel Time

No Changes

Section 8. Minimum Day Two-hour Notice

No Changes

Section 9. Breakdowns or Impassable Highways

(a) On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed eight (8) hours out of each twenty-four (24) hour period, except when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. When an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging, plus meals (in accordance with Section 15 of this Article). The pay for delay time shall be in addition to monies earned for miles driven and/or work performed. **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.**

Time required to be spent with the equipment shall not be included within the first (1st) eight (8) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

(b) to (c)

No Changes

Other Delays

No Changes

Section 10. Layover Pay

No Changes

Ten Hours Off Duty

No Changes

Off-duty Time

No Changes

Abuse of Free Time

No Changes

Section 11. Subsistence Pay

No Changes

Section 12. Runarounds

No Changes

Section 13. Supplemental Drivers

No Changes

Section 14. Advances

No Changes

Section 15. Temporary Transfer

No Changes

Section 16. Line Rates of Pay

No Changes

**ARTICLE 61. FURNISHED
TRANSPORTATION**

No Changes

**ARTICLE 62. MILEAGE
DETERMINATION**

No Changes

ARTICLE 63. OWNER-OPERATORS

Section 1. Owner-operators Fleet Equipment

It is agreed that the Employer may lease the

equipment of a fleet owner; a fleet being defined as three (3) or more tractors and/or tractors and semi-trailers provided the Employer assumes complete control and supervision of such equipment.

In the event any Employer hires 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 mutually agreeable revisions to this Article 63.

Section 2. Separate Drivers' Checks

No Changes

Section 3.

No Changes

Section 4. Minimum Rental Rates

No Changes

Frost Law

No Changes

Tire Cost

No Changes

Tire Purchases

No Changes

Fuel Surcharge

No Changes

Section 5.

No Changes

Base Plate

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.

No Changes

Section 12. Cargo Damage

No Changes

Section 13.

No Changes

Section 14. Employee Owner-Drivers

No Changes

ARTICLE 64. SLEEPER CAB

Section 1. Sleeper Cab Agreement Limitation, Protection of Single Driver Runs

No Changes

Mileage

No Changes

Definition

No Changes

Mutual Agreement

No Changes

Section 2. Hours of Dispatch (Home Terminal)

No Changes

Section 3. General Dispatch Rules*No Changes***Equipment Out of Service***No Changes***Section 4. Runaround Penalty***No Changes***Section 5. Driver Teams***No Changes***Section 6. Facilities Provided***No Changes***Section 7. Mileage Pay and Subsistence***No Changes***For equipment other than Doubles:**

Effective	Per Mile
6-01-22	74.206¢
6-01-23	77.916¢
6-01-24	81.033¢

<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>

For Double Bottoms:

Effective	Per Mile
6-01-22	75.038¢
6-01-23	78.790¢
6-01-24	81.942¢

<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>

For Triple Bottoms or Two (2) 40 Foot or over Trailers:

Effective	Per Mile
6-01-22	76.702¢
6-01-23	80.537¢
6-01-24	83.758¢

<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>

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

Subsistence Allowance*No Changes***Section 8. Paid-for Time**

(a) Paid-for time under this Agreement, as well as time spent in making pickups and/or deliveries at points en route and intermediate terminals, time lost through delay in pickups and/or deliveries at points en route and intermediate terminals and for work performed in making pickups and/or deliveries, shall be paid for at the minimum rate listed below to each driver (plus appropriate cost of living).

Hourly Rates

Effective	Per Hour
6-01-22	\$28.35
6-01-23	\$29.77
6-01-24	\$30.96

<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>

**WESTERN AREA SUPPLEMENT PART
II—TRUCKAWAY**

NEGOTIATING COMMITTEE

FOR THE UNIONS:

Sean M. O'Brien, Chairperson
Aval 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~~
~~Eric 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 Aval Thompson, Rank and File
Larry Warwick, Rank and File

FOR THE EMPLOYERS:

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

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

PART III—DRIVEAWAY

ARTICLE 53. SCOPE OF AGREEMENT

Section 1. Operations Covered

No Changes

Section 2. Employees Covered

No Changes

ARTICLE 54. DEFINITIONS

No Changes

Country Driveaway Operations

No Changes

Local Driveaway Operations

No Changes

Driveaway Drivers

No Changes

Motorcycle Drivers

No Changes

Deadheading

No Changes

Rest Period

No Changes

ARTICLE 55. STARTING TIME AND ON-DUTY TIME

(A) Starting time shall be time the driver is ordered to report for duty. The driver shall be notified at least two (2) hours in advance of the time he is to report for duty. All time after the driver reports for duty until released from duty by the Employer, excluding time off for meals, shall be considered on-duty time for which driver will be paid at the applicable rates of pay and in accordance with minimum day

requirements as hereinafter defined. All employees called and reporting for duty for which no trips are provided shall receive a minimum of two (2) hours pay.

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.

(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 56. DELAY TIME

(a) Intent and application of “delay time” in driveaway operations is as follows:

(1) When drivers are delayed through no fault of their own such as weather conditions, waiting over weekends and/or holidays, impassible highways or breakdowns, or unnecessary delays at terminals or destinations to include delays at Canadian or Mexi- can borders, they shall first (1st) notify the terminal of dispatch or second (2nd) their home terminal by phone of such conditions for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate of pay per hour during the delay; provided, however, that in no case shall any employee be paid more than eight (8) hours out of every twenty-four (24) hour period except where an employee is required to remain with the 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 violation involving

federal, state or city regulations, which occur through no fault of the driver, the driver shall be paid for all time while delayed.

(2) When a driver breaks down on a trip, he/she shall receive the difference between hours he/she actually drove on the day, and ten (10) hours (i.e. the balance of ten (10) hours) whether the breakdown occurs on the first (1st) day of that leg of the trip or on a subsequent day. Thereafter, the driver shall be paid eight (8) hours for every twenty-four (24) hours that pass until the truck is repaired. This application would also be used if the driver experiences another breakdown on second, third, or subsequent legs of the trip.

(3) The ten (10) hour application shall also be utilized in the event a driver encounters impassible highways.

(4) The drivers will also be paid the appropriate subsistence/hotels during each DOT required rest period.

(5) If after the driver’s DOT statutory rest the truck is still down and unable to roll, the driver shall receive eight (8) hours’ pay from that time until the driver is able to continue on the trip, which means the driver would then start drawing eight (8) hours’ pay out of each twenty-four (24)-hour period from the time the driver is relieved from duty at the end of the statutory rest period of eight (8) hours until the driver is able to continue on the trip.

(For example: The driver goes on duty at 8 a.m. and breaks down at 1 p.m. without earning the equivalent of ten (10) hours’ pay. The driver is paid the ten (10)-hour minimum which covers the driver until 6 p.m. The driver goes on statutory layover at 6 p.m. until 2 a.m. The driver goes on the clock at 2 a.m. until 10 a.m. at which time the driver goes off

duty the second (2nd) time and is then paid eight (8) hours out of each twenty-four (24) that driver is broken down).

(b) On such delays starting with the eighteenth (18th) hour after breakdown, the driver shall be allowed a meal and additional meals every fourth (4th) hour thereafter, not to exceed three (3) meals in a twenty-four (24)-hour period. Maximum meal allowance shall be ten dollars (\$10.00) per meal effective April 2, 2017. Effective September 1, 2018, meal allowance shall be increased to twelve dollars (\$12.00) per meal. Receipts for reimbursement shall be furnished to the Employer.

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

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

D.E.F. additive is not located at the fueling station, then upon submission of a valid receipt, drivers will be paid an additional \$3.00 for each time required to add D.E.F. to the fuel of the drive truck.

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

(f) Drivers shall be paid **\$7.50** ~~\$2.50~~ per trip for utilization of electronic device(s) for scanning and any other miscellaneous functions

required during and/or upon completion of a trip.

(g) 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.

ARTICLE 57. SUBSISTENCE

Comfortable, clean, and sanitary lodging with adequate truck parking and with an eating establishment within reasonable distance from the lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from his/her home terminal provided bona fide receipt is given to the Employer by employee. The Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon. Effective April 2, 2017, subsistence pay of \$37.00 per day shall be paid when Corporate Lodging is not available. Effective September 1, 2018, subsistence pay shall be increased to \$40.00 per day when Corporate Lodging is not available.

Should employee(s) through the Union or independently consider a Corporate Lodging Consultants facility to be inadequate, the employee will write out the complaint on forms supplied by the employer(s).

The Employer and Union may negotiate a per diem for lodging subject to the superintending control of the Western Area Committee

ARTICLE 58. RETURN TRANSPORTATION

Section 1.

The Employer shall return driver to home terminal by rail or bus up to three hundred (300) miles, and receipts shall be required.

On trips extending beyond three hundred (300) miles drivers shall be returned by air coach.

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 a result of having been compelled to accept the least expensive airfare.

After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is schedule 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.**

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

(a) If the difference in the ticket cost of the least expensive airfare to the Company on an earlier flight does not exceed fifty (\$50) dollars, the Company will give the driver the

flight of his/her choice.

(b) A driver who misses his/her original flight must call central

control or the driver's home terminal after arrival at the airport.

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

The Employer shall furnish the driver with cash or a ticket for the return trip. Receipts shall be furnished to the Employer for any cash paid out for fares or tickets. Any driver electing to return by public transportation other than air coach shall be reimbursed for train or bus, whichever is used. Upon request, the driver will be provided with the pricing of the ticket. Drivers will be given the backhaul rate when driving a rental car.

In addition, the driver shall be paid for ground transportation providing such transportation is used and receipts in any amount are furnished in support thereof. In the event that the Employer should suffer a hardship by virtue of this clause, loss of business, or failure to maintain business, etc., the Employer shall have the right to request relief under Article 22 Rail Diversion, of the National Master Automobile Transporters Agreement.

Ground Transportation allowance for

driveaway drivers shall be: 5-22-95

\$12.50

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

Driver's Return Option – Home Domicile

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

- (a) A driver who starts his/her 7-day work week from his/her home terminal can elect to return to his/her home domicile after driving at least 2,200 miles within that 7-day week. If a driver is within 300 miles of a the backhaul location or repower at his/her last delivery, driver may be required to take a backhaul. On headhauls where the driver is between 2,201 miles and 2,499 miles and within 500 miles of the backhaul location or repower at his/her last delivery, driver may be required to take a backhaul.
- (b) A driver who starts his/her their 7-day work week from his/her home terminal and who is in a backhaul situation during that work week can elect to return to his/her home domicile after delivering 8 units or more within that 7-day week.
- (c) A driver who starts his/her 7-day work week from his/her home terminal and takes multiple trips out of his/her home domicile during that work week can elect to return to his/her home domicile after logging at least 63 hours of compensated time during that 7-day week.

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

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

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

Section 2. Return of Equipment

No Changes

Section 3.

No Changes

Section 4. Dealer Pickup

No Changes

Section 5.

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 59. RATES OF PAY

Section 1.

(a) Mileage Rates

The mileage rates of pay for driveaway drivers for all miles driven under this Agreement where such rates apply shall be:

	6/1/22	6/1/23	6/1/24
Single	63.823¢	66.376¢	69.031¢
2-Way	64.001¢	66.561¢	69.223¢
3-Way	65.299¢	67.911¢	70.627¢
4-Way	65.890¢	68.526¢	71.267¢
5-Way	67.067¢	69.750¢	72.540¢

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%

Effective June 1, 2008, drivers will receive an additional one cent (1¢) per mile on combinations which exceed eighty (80') feet; an additional one cent (1¢) per mile effective June 1, 2009; and an additional one cent (1¢) per mile effective June 1, 2010.

Mileage rates in effect May 31, 2011 for all backhaul trips shall receive negotiated increases. The backhaul mileage rates of pay for driveaway drivers for all backhaul miles driven under this Agreement where such rates apply shall be:

	6/1/22	6/1/23	6/1/24
Single	58.306¢	60.638¢	63.064¢
2-Way	58.483¢	60.822¢	63.255¢
3-Way	59.190¢	61.558¢	64.020¢
4-Way	60.369¢	62.784¢	65.295¢
5-Way	61.548¢	64.010¢	66.570¢

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%

On June 1, 2023 2026, June 1, 2024 2027, and June 1, 2025 2028, June 1, 2029 and

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

(b) Rates of Pay for Slow Moving Vehicles

Slow moving vehicles' trips not able to sustain at a max speed of 58 mph or greater shall be paid no less than three cents (3¢) per mile additionally. Slow moving vehicles are vehicles moving less than fifty-eight (58) ~~forty-five (45)~~ miles per hour, based on manufacturer's specifications or the unit is unable to sustain the above mentioned max speed.

Section 2. New Business

No Changes

Section 3. Hourly Rates

Effective	Rates to be Paid
6-01-22	\$26.63
6-01-23	\$27.70
6-01-24	\$28.81

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%

Due to the safety hazards that the lead yard/shop employee endure, there shall be a one (1) dollar (\$1.00) lead shall be paid above the normal rate.

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

effective on June 1st of each year.

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

Section 4. Local and Flat Rates

Premium pay for local and flat rates shall be subjects for Riders.

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

Section 5. Daily Guarantee

(a) Any regular employee called and reporting for duty shall be guaranteed a minimum of eight (8) consecutive hours of work, exclusive of lunch time which shall not exceed one (1) hour.

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

(b) 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 58, Section 5.

(c) Drivers will be paid an additional two (2) hours when using a manual hoist **or any slipper load** in temperatures at ~~400~~ **96** degrees or more **or 17 degrees or less.**

Section 6. Overtime After 8 Hours

No Changes

Section 7. Off-duty Time

No Changes

Section 8. Supplemental Drivers

No Changes

ARTICLE 60. SENIORITY

Section 1. Seniority

No Changes

Section 2. Layoffs and Rehiring

No Changes

Section 3. Seniority Lists

No Changes

Section 4.

No Changes

Section 5. Line Operations Only

No Changes

ARTICLE 61. MEAL PERIOD

No Changes

ARTICLE 62. MILEAGE DETERMINATION

No Changes

ARTICLE 63. EQUIPMENT, ACCIDENTS, REPORTS

Section 1.

No Changes

Section 2. Cooperation to eliminate workplace injuries

No Changes

Section 3. Safety Incentive Program

No Changes

ARTICLE 64. BACKHAULS/ROUND ROBIN (POOL AGREEMENT)

Section 1. Backhauls

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

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

- a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.
- b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.
- c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.

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

e. When two (2) or more drivers from the same terminal are physically at the same location, at the same time, then terminal seniority will apply to those drivers to be dispatched on available backhauls.

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

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

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

Section 2.

No Changes

Section 3.

No Changes

Section 4. Miscellaneous

No Changes

Section 5. Rates of Pay

No Changes

Section 6.

No Changes

Section 7. Round Robin (Pool) Agreement ROUND ROBIN (POOL) AGREEMENT ACTIVE U.S.A and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL UNIONS IN THE
CENTRAL/SOUTHERN, EASTERN AND
WESTERN AREAS**

A. PARTIES

1. This Agreement is between ~~Active U.S.A.~~
(hereinafter referred to as the "Company") and

2. Several Teamsters Local Unions in the
Central, Southern, and Western Areas,
specifically:-

Central-
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)
driveaway operation to enable the
Company to;

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

b. Divert traffic presently being

shipped to rail to the driveaway method of
transportation;

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

d. Put the Company in a better
position to develop secondary traffic, and;

e. Accomplish the reduction of return
transportation costs to the Company.

2. THEREBY resulting in;

a. A greater earning opportunity for
the drivers;

b. Greater job security for the
employees resulting from increased traffic
moving by the driveaway method;

c. An increased number of jobs
resulting in the development of increased
traffic moving by the driveaway method, and

d. Reduction of return transportation
cost for the Company.

3. In the furtherance of the above
purpose, the parties have held several
meetings at various geographical locations
during which this Agreement was reached,
and has been from time to time updated by
redraft.

4. It is not the intent of the Company to
use the Round Robin Agreement to dry-up
any particular terminal by utilizing foreign
domiciled drivers.

B. C. AGREEMENT

1. Definition of Inter-Area Pool Trips.

a. Pool traffic will be defined as Inter-
Area traffic which crosses the Western Area
line as extended by the line due north of the
North Dakota – Montana border into
Canada in either a westernly or eastern
direction.

b. However, if given a trip not moved
between Areas materially contributes to the

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

2. Reports and Information.

a. The Company labor executive is to be contacted in case of problems which develop in conjunction with the Inter-Area driveaway operation.

b. The Company agrees to provide Unions with a legible monthly report of pool dispatches. Said report is due by the 15th of each month.

c. The Company shall, as necessary, adjust any imbalances between locations when said imbalances reach five (5) single domicile Pool dispatches. The Company will notify Unions when an imbalance needs to be corrected.

d. Within 30 days after this Agreement is received, each Local Union shall give to the Company the name of the Individual who is the contact for “pool” problems. The Area representatives shall be supplied with pertinent correspondence and documents.

e. Any dispute with regards to this Agreement will be docketed directly to the National Automobile Transporters Joint Arbitration Committee.

3. Dispatch Items.

a. A “pool dispatch” only occurs when a foreign driver is dispatched. A home domicile driver will pick the first pool trip followed by a foreign driver. Dispatch will then continue on a one-for-one basis.

b. It is anticipated that Central Dispatch will have considerable latitude in directing foreign Inter-Area pool drivers to terminal locations to:

(1) Move the foreign Inter-Area pool driver toward his/her conference area,

and

(2) To create efficiency in the operation by efficient utilization of drivers.

c. Foreign drivers will be dispatched on pool trips in order of Terminal seniority. When drivers pick trips not in the general direction of their home terminal, subsequent to the delivery of said trips, the drivers may be dispatched back towards their home terminal. Example: A Denton driver and a Madison driver are dispatched from Portland on the same dispatch. The available trips are Dallas, TX and Nashville, TN. The senior Dallas employee picks the Nashville trip and the Nashville driver is dispatched to Dallas.

~~d. Round Robin (Pool) trips will be dispatched on the one for one basis found in paragraph 3(a) on the ten (10:00) a.m. dispatch only.~~

(1) There shall be a separate sign-in sheet for Inter-Area pool drivers for all trips originating at the terminal. A record of trips not originating at the terminal will be furnished in the monthly report.

(2) Any Inter-Area pool driver not signed in by ~~(10:00)~~ 8:30 a.m. and 1:30 p.m. (local time) for standing dispatch will ~~not be eligible for dispatch until the following day~~ have the following exceptions options:

~~(a) — EXCEPTION: Trips that have been offered in that dispatch and which were not picked 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 65 64. TERMINATION CLAUSE

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this __, to be effective as of ~~June 1, 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)

**WESTERN AREA
SUPPLEMENT PART III—
DRIVEAWAY**

NEGOTIATING COMMITTEE

FOR THE UNIONS:

Sean M. O'Brien, Chairperson
Aval 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 Aval Thompson, Rank and File
Larry Warwick, Rank and File

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

FOR THE EMPLOYERS:

PART IV—OFFICE

ARTICLE 53. SCOPE OF AGREEMENT

Section 1. Employees Covered

No Changes

Excluded Employees

No Changes

Section 2. Competitive Equity

No Changes

ARTICLE 54. WORK ASSIGNMENTS

No Changes

ARTICLE 55. SENIORITY

Section 1. Breaks in Seniority

No Changes

Recall From Layoff

No Changes

Section 2. Seniority Lists

No Changes

Section 3. Reduction in Work Force

No Changes

Section 4. Bidding

No Changes

ARTICLE 56. MEAL PERIOD

No Changes

ARTICLE 57. GENERAL PROVISIONS

Section 1. Split Shifts

No Changes

Section 2. Sanitary Conditions

No Changes

Section 3. Casual Employees

No Changes

Section 4. Rest Periods

No Changes

Section 5. Seniority Violation

No Changes

Section 6. Paid-for Time

No Changes

Section 7. Work in Other Classifications

No Changes

Section 8. Work in Other Jurisdictions

No Changes

Section 9. Emergency Call-back

No Changes

Section 10. Call Time

No Changes

ARTICLE 58. ACCIDENT REPORTS

No Changes

ARTICLE 59. SUBCONTRACTING

Section 1.

No Changes

Section 2. Grievances

No Changes

ARTICLE 60. CLASSIFICATIONS

All work assigned to the bargaining unit shall remain with the bargaining unit.

Area rates for office employees shall apply for this classification with negotiated increases set forth in the General Monetary Increases.

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)

ARTICLE 61. WORKWEEK AND GUARANTEES

No Changes

No Changes

No Changes

No Changes

No Changes

No Changes

No Changes

The term of the Supplemental Agreement is subject to and controlled by all the provisions

**WESTERN AREA
SUPPLEMENT PART VI—
OFFICE**

NEGOTIATING COMMITTEE

FOR THE UNIONS:

Sean M. O'Brien, Chairperson
Aval 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~~
~~Eric 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 Aval Thompson, Rank and File
Larry Warwick, Rank and File

FOR THE EMPLOYERS:

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