

CENTRAL AND SOUTHERN
AREAS
SUPPLEMENTAL
AGREEMENT

Covering Truckaway,
Driveaway, Local and
Garage Operations



For the Period of
June 1, 2003
through
May 31, 2008

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**CENTRAL AND SOUTHERN AREA
SUPPLEMENTAL AGREEMENTS
TO THE
NATIONAL AUTOMOBILE TRANSPORTERS
AGREEMENT COVERING
Truckaway, Driveaway, Local and Garage Operations**

PART I	General Including Uniform Rules and Regulations
PART II	Truckaway
PART III	City Delivery, Pull-Out, Mounting Service and Yard
PART IV	Garage
PART V	Driveaway

June 1, 2003 through May 31, 2008

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, 2003, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

PART I GENERAL

ARTICLE 36.

**Section 1.
New Employees**

Any employee hired as a casual or part-time worker shall not become a seniority employee under these provisions where it has been agreed by the Employer and the Local Union, in writing, that he was hired for casual or part-time work. A list of employees with their hiring dates and Social Security Numbers will be furnished to the Local Union.

Casual and part-time employees shall be given an opportunity to qualify as regular employees if available when needed and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment and shall accumulate seniority from the date of regular employment.

Article 36

For the employees covered by Part V (Driveaway only), it shall be a proper subject for Rider negotiations to establish an efficient procedure to dispatch probationary employees to assure a proper continuation of their training and to negotiate training rates of pay. If the parties cannot reach agreement, either party can request the assistance of the appropriate Area Committee.

Section 2. Checkoff

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

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

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

Section 3. Address, Phone Change

It shall be the responsibility of each employee to notify his Employer, in writing, of all address or home phone number changes. The Employer will post on all terminal bulletin boards a notice covering this new requirement.

ARTICLE 37.

Section 1.

Steward's Super-seniority

There may be a steward at each terminal from the active seniority list. One (1) steward under each separate contract (i.e., Truckaway, Local and Garage) shall be granted super-seniority for purposes of layoff and recall and such other employment preferences as may be useful in the performance of his duties as steward as requested by the Local Union in writing.

Section 2.

Steward's Pay

Stewards shall be permitted reasonable time to present and process grievances on the company premises. No more than one (1) steward under each contract shall be paid for time spent adjusting grievances on the basis of a maximum of five (5) hours per week and a maximum of twenty (20) hours per month. At locations with one hundred (100) or more active drivers the twenty (20) hours shall be automatic and the steward shall not be required to submit a pay claim or request in order to receive this pay. Steward's pay will be paid on the first (1st) pay period of each month for the previous month. This provision shall only apply to stewards representing one hundred (100) or more active drivers.

At locations with fifty-one (51) to ninety-nine (99) active drivers, the steward will be paid ten (10) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater; and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater. This provision pertains to truckaway stewards only. Time for meetings in processing grievances shall be established by mutual agreement by the Employer and the Local Union.

The steward's pay shall be for the performance of his steward's duties, as described above, including any walkaround or similar inspections required by local, state or federal agencies.

ARTICLE 38.

**Section 1.
Seniority**

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

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

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

**Section 2.
Terminal Layoffs**

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

In the event of recall from layoff, an employee will be recalled by verified phone call or certified mail, return receipt requested, with a copy to the Local Union, mailed to the employee's last known address. The employee must respond to the notice within three (3) days after receipt thereof by notifying the Employer when the employee will report for work, and must actually report for work within five (5) days after receipt of recall notice, unless the employee has been laid off for more than 45 days, in which case the actual report to work must be within fourteen (14) days after receipt of the recall notice, unless the employee is unable to report for a justifiable reason, or unless otherwise mutually agreed. Failure to follow the above procedure within the times prescribed will result in the forfeiture of all seniority rights under this Agreement.

Section 3.
Reduction of Board (Applicable to Truckaway)

When employees are receiving wages of seven hundred fifty dollars (\$750) or less per week, upon the request of the Local Union, the Employer shall lay off the necessary number of employees so that the balance of the employees can earn seven hundred fifty dollars (\$750) or more per week. This shall be based on two (2) previous consecutive weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any time unless there is a major decline in business, then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of seven hundred fifty dollars (\$750) or more per week. The above is not to be construed as imposing a limitation on earnings.

If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagreement shall be considered a grievance and shall be submitted to the Joint City Committee which shall render a decision. In the event the Joint City Committee cannot reach a decision or there is no Joint City Committee available, a telegram setting forth the facts shall be sent to the Chairman of the Automobile Transporters Central Joint Area Committee who shall render a final decision.

After the Joint City Committee, or the Joint Chairperson of the Automobile Transporters Central Joint Area Committee, renders a decision favorable to the Union, or are unable to reach a decision, if the Employer still refuses to cut the board, then in such case the Union shall have the right to strike notwithstanding any provision in this Agreement to the contrary and the Employer shall be obligated to pay all employees under this Agreement for all time lost.

Section 4.

In all transfers the employee must be qualified to perform the job by experience in the classification.

Section 5.
Additional Help

(a) Where additional help is needed by any Employer at a terminal, over and above that provided for in Section 7(a) of Article 5 of the National Master Agreement, said additional or supplemental work shall be offered to the oldest laid-off employees of the Employer involved, on a voluntary basis. Those employees accepting said

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supplemental work at another terminal on a voluntary basis shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes.

When such employee is recalled to his/her home terminal, the employee must return to the home terminal, or he/she will lose his/her seniority at the home terminal. However, if the employee returns to the home terminal and is laid off in sixty (60) days or less after returning, the employee will be allowed, upon request, to return to the former terminal with no loss of seniority at that former terminal.

(b) Laid off employees transferred under (a) above shall for a period of sixty (60) days following the transfer have an unqualified right to return to their old terminal upon giving fifteen (15) days' notice to the Employer, in writing, of their intent to return to their old terminal; however, after the period of sixty (60) days, they must remain at the new terminal until such time as they are laid off or called back to their old terminal. An employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee returns to his/her former terminal under the prior sentence, refuses recall to that particular terminal or otherwise loses seniority under any Article of this contract.

(c) It will not be necessary for the Employer to transfer an employee under Section 5(a) above, if the work available is for less than thirty (30) days.

(d) A laid-off employee to qualify for transfer as called for above must designate to the Employer, in writing, at which terminal or terminals he will accept such work assignments, in his regular classification or in another classification in which he is qualified by experience with the Employer to perform the work. His election must be made at the time of layoff on a form to be supplied by the Employer, which said form shall contain a list of all terminals. If an employee turns down an opportunity to go to a selected terminal, then his Employer has no further obligation to offer him work opportunity under this Section until he has signed a new form.

(e) In offering additional help opportunity the Employer shall first poll Central-Southern employees who are laid off in the classification for which the additional help is needed, and thereafter employees laid off in other classifications who are qualified by experience with the Employer to perform the work in the classification in question.

(f) All laid off employees will be offered, in company seniority order, additional help work opportunities covered by the Eastern or Western Supplemental Agreement after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

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Employees accepting such additional help opportunity at locations covered by the Eastern or Western Supplemental Agreements will be assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work opportunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing, pursuant to Article 5, Section 7 (a) (3) of the Master Agreement.

Employees accepting such additional work opportunity at locations covered in this Section, shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.

(g) If additional drivers are still needed by the Employer, the Employer will place on a preferential hire list, by company seniority, those laid off drivers of commonly owned signatory companies and offer those drivers the supplemental work before hiring from the outside.

(h) The Employer shall post a notice identifying the names and domiciles of all drivers transferred pursuant to this section.

(i) The provisions of this Section shall also be applicable to laid-off yard, garage and office employees.

Section 6. Voluntary Layoff

Upon the request of the Local Union at any given location, the parties will negotiate a local agreement providing for voluntary layoff of employees, based on seniority, to be in place at such time as normal layoff of employees would occur.

Section 7. Extra Equipment

Certificated or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30) day bona fide lease arrangements on a rotating board, before hiring any extra equipment.

**ARTICLE 39.
ROAD CHECK CARS**

All road check cars must have proper identification, so that there will be no question of identification, and a written copy of violations, if any, shall be given to the driver at time of check. All photo observation films taken by cameras approved by the Joint Committee shall be accepted as evidence, but drivers must be given a written copy of such violation at the scene or within a reasonable time after photo was taken. Proper identification shall be construed to mean a permanent sign with letters at least three (3) inches high. It is further agreed that all notices of violations and disciplinary action, if any, under this Section shall be given to the driver within ten (10) days, except where a driver is not available and in such cases not to exceed sixteen (16) days.

**ARTICLE 40.
DISCHARGE OR SUSPENSION**

The Employer shall not discharge or suspend any employees without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Local Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, or, for employees hired after June 1, 1985, material falsification of an employment application.

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

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

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

"Uniform Rules and Regulations" with respect to disciplinary action covering the Area as approved by the Joint Area Committee shall prevail in the application and interpretation of this Article regardless of any provisions of this Agreement to the contrary.

UNIFORM RULES AND REGULATIONS AUTOMOBILE TRANSPORTERS CENTRAL AND SOUTHERN AREAS

Governing the Actions of Truckaway, Driveaway
and Terminal Employees

Effective June 1, 2003

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

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

1. ACCIDENTS:

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

(b) Minor chargeable accidents after full investigation.

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

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

Subject to discharge.

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

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

2. ATTENDANCE:

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

Subject to discharge.

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

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

(c) Excessive absenteeism where notice is given (after meeting with employee).

- 1st offense - reprimand.
- 2nd offense - 1-week layoff.
- 3rd offense - subject to discharge.

(d) Excessive tardiness where notice is given (after meeting with employee).

- 1st offense - reprimand.
- 2nd offense - 1-week layoff.
- 3rd offense - subject to discharge.

3. CONDUCT:

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

Subject to discharge.

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

1st offense - 24-hour layoff.

2nd offense - 3-day layoff.

(1) Refusal to take the 24-hour layoff under 3 (b).

Subject employee to submit to a sobriety test and/or test to determine drug usage.

(2) Refusal to take test under Rule 3 (b) (1).

Subject to discharge.

(3) Failure to pass test under Rule 3 (b) (1).

Subject to discharge.

(c) Discourtesy to Customers.

1st offense - reprimand.

2nd offense - 3-day layoff.

3rd offense - subject to discharge.

(d) Failure to maintain a reasonably neat appearance.

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 3-day layoff.

4th offense - 1-week layoff.

Subsequent offenses - subject to discharge.

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(e) Flagrant disobeying of orders.

1st offense - reprimand.

2nd offense - 1-day layoff.

3rd offense - subject to discharge.

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

Subject to discharge.

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

Subject to discharge

4. DAMAGES:

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

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 1-day layoff.

4th offense - 3-day layoff.

5th offense - subject to discharge.

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

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 1-day layoff.

4th offense - 3-day layoff.

Subsequent offenses - 1-week layoff.

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

1st offense - reprimand.

2nd offense - reprimand.

3rd offense - 1-day layoff.

4th offense - 3-day layoff.

5th offense - subject to discharge.

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

NOTE: To be considered major damage, the loss must exceed
\$2,000

1st offense - subject to discharge after full investigation.

(e) Failure to report all known major cargo damages promptly.

1st offense - reprimand

2nd offense - 24-hour layoff

3rd offense - subject to discharge

NOTE: In cases involving cargo damage under Rules 4(c) and 4(d) above where the damage involved is the result of loading or unloading practices, the following conditions shall apply with reference to the retraining program provided for under Article 3, Section 1(j)(3)(i).

(1) At any point in the disciplinary progression that an employee is to be discharged or receive time off, whether for major or minor cargo damage, the employee may elect to take retraining under the terms of Article 3 in lieu of the discipline. If he elects the retraining, the Employer must comply.

(2) In the case of incidents under Rule 4(c), the employee's retraining right would apply at steps 3, 4 and 5 of the disciplinary progression. If retraining is elected at any step, the election of retraining will be considered an admission by the employee of the offense involved and will go on his record as such. If retraining is available but not elected at any step, the right to retrain will be considered to be waived for that step only, and the employee retains his right to the grievance procedure. When retraining is taken in lieu of disciplinary time off, the incident will be considered as a step in the progression. During the life of the current contract, retraining may be taken no more than a total of three (3) times under Rule 4(c), with a waiver at any step to be considered as a time taken for this purpose.

(3) In the case of incidents under Rule 4(d), retraining may be elected in lieu of discharge or disciplinary time off one (1) time only during the life of the current contract.

(4) In the case of cargo damage incidents not specifically referred to above, it will be the Employer's option whether or not retraining will be offered; if offered, it must be agreed to by the employee. In the event that retraining is not offered by the Employer or is not accepted by the employee, the employee retains his right to the grievance procedure.

5. DRIVING SCHEDULES:

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

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

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

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

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

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

6. EQUIPMENT:

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

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

(b) Unauthorized use of motor vehicles.

- Subject to discharge.

(c) Owner-operator's failure to have units properly fitted with state, federal or company required safety equipment.

- 1st offense - 3-day layoff.
- 2nd offense - 1-week layoff.
- 3rd offense - subject to discharge.

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

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

Article 40

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

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

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

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

(g) Failure to follow the factory and/or company prescribed methods of loading, unloading and tying down automobiles.

- 1st offense - reprimand.
- 2nd offense - 3-day layoff.
- Subsequent offenses - subject to week off.

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

Subject to discharge.

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

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

7. REPORTS:

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

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

Article 40

- (b) Failure to register in and out of terminals and/or established check-in stations.
 - 1st offense - reprimand.
 - 2nd offense - 3-day layoff.
 - 3rd offense - subject to discharge.

8. MISCELLANEOUS:

- (a) Unauthorized carrying of passengers.
 - Subject to discharge.
- (b) Failure to meet all requirements of local, state, and federal laws.
 - Reprimands to layoffs and discharge in aggravated cases.
- (c) Making purchases of gasoline, oil, etc., at unauthorized station and/or unauthorized purchases other than emergencies.
 - 1st offense - reprimand.
 - 2nd offense - 3-day layoff.
 - 3rd offense - subject to discharge.
- (d) Owner-operator charging any purchases and/or repair bills to the Employer without authorization.
 - 1st offense - reprimand.
 - 2nd offense - 1-week layoff.
 - 3rd offense - cancellation of lease agreement and discharge.
- (e) Failure to check properly and accurately serial numbers, etc., of automobiles which result in the forwarding of the wrong automobiles.
 - 1st offense - reprimand.
 - 2nd offense - 1-week layoff.
 - 3rd offense - subject to discharge.
- (f) Inferior quality of work of garage, yard and/or rail employees.
 - 1st offense - Joint meeting Company, Local Union and employee.
 - 2nd offense - reprimand.
 - 3rd offense - 3-day layoff.
 - 4th offense - 1-week layoff.
 - 5th offense - subject to discharge.
- (g) Physical assault on Employer, customer or shippers' representatives or other employees while on duty or on company property.
 - Subject to discharge.

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

3 minor - 3-day layoff.

4 minor - 1-week layoff.

5 minor - subject to discharge.

9. GARNISHEE SUITS:

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

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

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

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

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

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

Except in connection with alcohol or drug-related incidents, in the event an employee is issued a letter of pending investigation the employee will not be taken out of service during the period of investigation. The period of investigation shall not exceed forty (40) consecutive days from the date of issuance of the letter. Failure of the Employer to take disciplinary action within this time period will result in the letter of investigation being considered null and void. The Employer will provide proof that all parties were properly notified (via mail, facsimile, electronic mail, or hand-delivery) of any and all disciplinary actions taken under Article 40.

Article 41

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

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

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

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

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

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

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

ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES

Section 1.

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

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two (2) year period, the employee will be paid for all time spent at the place of examination except in the

Article 42

case of the first (1st) physical. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor whose decision shall be final and binding on both parties. The selection of the third (3rd) doctor shall be made within seven (7) days. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union.

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

Where an employee is injured on the job and is referred to a specialist by the Employer's doctor, if the specialist approves him to go back to work, he should be put to work at once or the Employer will be liable for eight (8) hours' pay for each day that the Employer keeps him off after receiving the specialist doctor's report.

Employees are required to go to the doctor selected by the Employer.

Section 2.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 42. LODGING

Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from his home terminal provided bona fide receipt is given to Employer by employee. Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon.

The Employer shall promptly reimburse the driver at the completion of his trip for all bona fide lodging receipts submitted to the authorized company personnel on duty.

The Employer and the Union may negotiate a per diem for lodging.

Article 43

The Employer will be responsible for providing a means of payment for all known trip expenses (not including personal advances), in advance, either in the form of a pre-established charge arrangement, charge cards, permanent allowance, or cash or check given to a driver for such purpose. The Employer will also be responsible for providing a means for the local cashing, without charge to the employee, of any checks given to the employee for expenses. In cases where cash or a check is given for such known trip expenses, receipts are to be provided by the driver when he/she checks in on the trip, or the Employer may deduct the amount from the driver's next pay check.

Where owner-operators are utilized, the Employer will establish a means by which the owner-operator will be able to pay the same net rate for business-related motel stays as is available for company drivers.

ARTICLE 43. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

Section 1.

The Employer shall not require employees to operate vehicles not equipped with safety appliances required by law, or any vehicle not in a safe operating condition. It shall be the Employer's responsibility to see that all safety equipment is checked and the driver shall also be responsible for checking safety equipment before leaving on trips.

A copy of the last vehicle inspection report shall be carried in the power unit. The Employer shall maintain a certification of repairs in accordance with Section 396.11 of the Federal Motor Carriers Safety Regulations.

Section 2.

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

All equipment which is refused because not mechanically sound or properly equipped as required by law shall be appropriately tagged so that it cannot be used by any other drivers until the Maintenance Department has adjusted the complaint.

Article 43

All employees shall report immediately to the Employer, in writing, all accidents and the names and addresses of all witnesses to such accidents. Employee shall receive a copy of the company accident report which he fills out and signs.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or Court order, or in violation of a Government regulation relating to safety of person or equipment.

Section 3.

Employees giving written reports of a vehicle not being in a safe operating condition shall receive prompt attention. Otherwise such employees may appeal direct to the Union in the form of complaint.

Section 4.

West Coast Mirrors and Windshield Washers

All road and city equipment shall be equipped with the following: West Coast Mirrors and Windshield Washers.

(a) All equipment purchased after the approval date of this Agreement shall be equipped with power steering unless recommended otherwise by the manufacturer.

(b) Effective January 29, 1968, all new trailers are to be equipped with power hoists.

(c) All trucks equipped with maxi brakes shall have those brakes maintained in operating condition.

(d) Where an Employer at a specific terminal location operates a bid board or boards into the mountainous areas of West Virginia and/or Kentucky, any new equipment placed into service after May 22, 1995, which is to be regularly assigned to such board(s) will be equipped with Jacob brakes or a comparable engine retarding system.

Section 5.

The Employers and the Unions together shall create a joint committee of qualified representatives for the purpose of consulting among themselves and with appropriate government agencies, state and federal, on matters involving highway and equipment safety.

Section 6.

It shall be the duty of the Employer to keep the loading dock area, including railheads, free and clear of oil, grease, debris, falling parts from tractors, trailers, snow, ice and standing water.

It shall be the duty of the Employer to provide drinking water within a reasonable distance of the loading area.

The issue of adequate sanitary facilities will be considered a proper subject matter for the grievance process.

Section 7.

A first-aid kit will be available to employees at all hours of the day or night on company premises.

Employer shall comply with federal and/or state regulations.

All new equipment ordered after the ratification of this Agreement will have sufficient lighting for night work.

Section 8.

The drivers' room shall be heated in the winter and cooled in the summer.

Employer will provide facilities to do paperwork.

Section 9.

Any controversy over whether units with dual wheels can be hauled on a particular type of trailer will be referred to the Standing Joint Equipment Committee.

Section 10.

All air gauges are to be kept in working condition. On all new tractors ordered after the effective date of this contract, air gauges shall be mounted in the dash or in the immediate dash area, clearly visible from the driver's seat.

**ARTICLE 44.
REPORTING AND DISPATCH TIME**

All drivers must report for work within two (2) hours after being notified by the Employer to so report, provided that such driver has had his legal rest period. If a driver fails to so report he shall be dropped to the bottom of the availability list. Provided, however, that no driver shall be required to report for work between the hours of 12:01 A.M. and 5:00 A.M. and must be notified before 8:00 P.M. if he is to depart on a trip before 12:00 Midnight unless otherwise mutually agreed between the Employer and the employee. No driver shall be penalized for refusing to go out on the following legal holidays: Labor Day, Thanksgiving Day, December 24th, Christmas Day and New Year's Day.

This paragraph does not apply to local operations.

The parties acknowledge the obligation of the Employer and the Local Union to negotiate local rules governing dispatch procedures; however, nothing in this Article will be construed to prevent the Employer from dispatching in a manner which enables it to meet its customers' shipping and delivery requirements.

**ARTICLE 45.
INSPECTION OF VEHICLES**

Employees shall have the right to refuse any vehicles that will not meet joint inspection of the Employer and the employee at the time of receiving vehicles for transportation because of damages, lack of tools, tires and other equipment unless such notations are noted upon delivery slips, or inspection forms releasing such employee from the responsibility for same.

A driver will not be required to load any unit with a dead battery, nor will the driver be required to load any unit that will not run or any unit with an undersized tire.

**ARTICLE 46.
RULES AND REGULATIONS**

All employees shall receive from all Employers a written copy of the Company's rules and regulations to which such employees are subject, which rules and regulations must be approved by the National Automobile Transporters Joint Arbitration Committee and/or the appropriate Area Committee.

All employees shall receive copies of current changes in Rules and Regulations.

The parties agree that the Employer will not make significant changes in its method of operation at any given facility which would materially effect working conditions without first meeting with the Local Union and discussing the impact of such changes.

**ARTICLE 47.
ABSENCE**

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

The Employer agrees to grant necessary and reasonable time off, without discrimination, without pay and without loss of seniority, to any employee designated by the Union, in writing, for a period not to exceed sixty (60) days to attend a labor convention or to serve on official Union business.

**Section 2.
Leave of Absence**

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for a total of one hundred and eighty (180) days, with no extensions or exceptions.

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

Article 47

The above paragraph does not apply to a valid leave of absence granted prior to June 1, 1976.

Section 3. Leave for Non-covered Position

The Local Union and the Employer shall agree, subject to the approval of the appropriate Joint Area Arbitration Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

ARTICLE 48. UTILIZATION OF EQUIPMENT

It is agreed that Article 48 shall become inoperative to an operation of the Employer on any day that there are not enough loads to dispatch the available drivers or drivers who become available during regular dispatch hours. An Employer utilizing this Article shall insure the equitable distribution of loads.

Employers may make some dispatches into and out of areas where employees are currently on layoff; provided, however, such dispatches shall not exceed twenty percent (20%) of a terminal's loads each day. It is the expressed intent of the parties that these loads be equally allocated to the greatest possible extent. For purposes of calculating twenty percent (20%) of a terminal's loads, only logically deliverable loads will be considered; competitive loads and shuttle loads will be excluded; and city trips will only be considered to the extent that four (4) city trips will constitute one (1) load.

There will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.

This Article does not apply to any approved competitive backhaul agreements nor does it prevent any two (2) companies or any two (2) different Local Unions from entering into such agreements.

This Article shall apply to the Central-Southern Area only, unless another Conference shall agree to be bound by same.

Section 1.

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

(a) Where work is slow at a driver's home terminal, he/she can be required to deadhead to another terminal on a single trip basis. Such driver shall be dispatched with a load in the general direction of his/her home terminal. Such foreign driver shall be given a trip nearest or beyond his/her home terminal regardless of the local dispatch rules in that terminal. Such driver shall be processed through the dispatch in no more than thirty (30) minutes from registering in at such terminal. Failure on the part of any backhauling terminal to expedite will make such driver eligible to be paid all time spent at such terminal from the registering in time until he/she is dispatched. Such time is to be paid at the appropriate hourly rate in effect at the time of such delay.

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

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

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

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

(b) Any driver voluntarily going into a foreign terminal to handle overflow traffic, will work out of that terminal at the bottom of the open board, as defined at that location, under the local dispatch rules governing such terminal. Any such driver will be entitled to the daily guarantee under Article 60 and all motel expenses will be paid by the foreign terminal and will receive \$27.00 each day for meals while working out of that terminal and will be provided with a load in the direction of the foreign terminal in order to get him/her to that location, and will be given a load in the direction of his/her home terminal at the conclusion of the assignment, in both instances irrespective of the dispatch procedures in effect.

Article 48

(c) No company shall utilize any provisions of this Article in order to interfere with and/or circumvent other contractual requirements under Article 38 of this Agreement.

(d) Employers who operate a central dispatch or similar system will maintain a procedure for documenting calls made by drivers regarding backhauls, and information regarding individual cases will be made available to the local union upon request. Where the Employer tape records such calls, the information will include logs of those tapes.

(e) Foreign drivers will not be dispatched under this Article 48 with any loads of less than thirty (30) miles to the first drop.

Section 2.

The parties further mutually agree to maximize return traffic. The purpose of such agreement is to:

- (a) operate the truckaway operation as efficiently as possible;
- (b) place the Employer in a better position to develop additional traffic;
- (c) maximize the earning opportunity of truckaway personnel;
- (d) create better job security for employees in the truckaway industry; and
- (e) increase the number of jobs, resulting in the development of increased traffic moving by the truckaway method.
- (f) to create equitable treatment between each terminal affected by this Article.

Section 3.

(a) Any driver may be dispatched with a trip toward his home terminal regardless of dispatch procedure at the foreign terminal.

(b) Foreign drivers, on one (1) load only, shall be given priority to be loaded out first. Equal treatment shall be afforded to all Local Unions.

(c) Any driver who is not notified prior to dispatch to pickup a return trip or report for a potential backhaul and is given a load subsequent to his/her dispatch and the

Article 48

same is on the road back towards his/her home terminal, then he/she must take same. However, if the trip is not on the road back towards his/her home terminal, it will be up to the driver whether he/she will accept same. The driver will be limited to one (1) dispatch away from his home terminal. All other dispatches will be in the direction of his home terminal.

(d) The Employer shall give to the Local Union each month a list of loads given by that terminal to other locations and loads received by that terminal from other locations. Any Employer who fails to provide such reports for three (3) consecutive months will not be permitted to utilize the provisions of this Article until all such reports are provided.

Section 4.

Should any affected Local Union involved in this Article feel that any particular carrier is abusing the utilization which was granted it shall have the right to file a complaint under the grievance procedure of the contract. After full investigation and review of all evidence presented the grievance committee shall have the authority to deny to any carrier the right to utilize this Article of the Agreement.

Section 5.

A-B-C Dispatches

This Section requires that a driver be dispatched from his home terminal on multiple trips. Any driver may be dispatched from point "B" with drivers on layoff in a direction other than his home terminal provided that:

(a) at location "B" (contemplating "A" as his home terminal) domiciled drivers signed on the board are protected for that day's dispatch;

(b) load from point "C" is in general direction of his home terminal; and

(c) driver must be paid total loaded miles equal to a minimum of two-thirds (2/3) of his total miles traveled.

(1) Any company utilizing this Section shall every one (1) month make available to each Local Union involved a complete review, in writing, of the loaded miles that have been allocated to other terminal drivers and the loaded pay miles that have been allocated to this terminal's drivers from other sources. Each terminal must receive the same amount of loaded pay miles from other sources as is taken from their terminal. Any company or companies that fail to comply with the above shall lose the

benefits of this Article.

(2) The above procedures may apply to intercompany operations. However, any two (2) companies involved must meet with their respective Local Unions for the purpose of working out a backhaul program. Any disagreement may be submitted by any of the parties to the Central-Southern Area Arbitration Committee and their decision shall be final and binding upon the parties.

Section 6.

Any Company must be fully signatory to the National Agreement of NMATA and fully signatory to the Central-Southern Supplement to utilize Article 48.

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

For the purpose of utilization of equipment and movement of traffic between two (2) or more different areas, and where it is practical to work out a regular backhaul, upon the Employer's request the Unions having members that would be involved and/or affected in a backhaul agree to meet with the Employer after he has shown proof of the traffic warranting the regular backhaul. The Unions and the Employer will work out a dispatch procedure between the areas affected, and such agreement will be effective and operative irrespective of the dispatch procedure in the terminals which would be involved. The Employer and the Unions agree that there will be established permanent joint committees referred to as the Central Joint Committee for Utilization and Return Haul and the Southern Joint Committee for Utilization and Return Haul set up for the purpose of settling disputes regarding such agreements and/or approving such agreements. Agreements under this Article may involve more than one Company; should provide for equal distribution of traffic; and should provide, among other things, that the operation in question would continue in the event of layoff at any of the locations.

This will confirm our understanding in negotiation of Article 48 flexibility in the current negotiations as to cross interpretation of Section 5(c), Article 38 at which time our Employers Committee stated that Section 5(c) shall not be used by the Employer to remove his obligation of offering any work to laid-off employees.

Article 50

In the application of Article 48, the Employer will comply with Article 38, Section 5(c) before using another carrier's equipment in the instances of using outside help to move traffic.

ARTICLE 50. SAFETY AND/OR DAMAGE PREVENTION MEETINGS

No Employer shall request employees to attend more than one (1) safety and/or damage prevention meeting per month which shall not exceed two (2) hours unless mutually agreed between the Local Union and the Employer. Warning letters will not apply to this Article. Any employee forced to attend a safety meeting will be compensated at the applicable hourly rate.

The Employer shall notify employees at least five (5) days prior to safety and/or damage prevention meetings so employees can make arrangements to attend.

ARTICLE 51. VACATIONS

Section 1.

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have been employed twelve (12) months and each year thereafter up to the third (3rd) year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up to the fifteenth (15th) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years and worked ten (10) months of the fifteenth (15th) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20th) year, but the effective date of this paragraph is September 1, 1973 for all employees having an anniversary date falling on September 1, 1973, or thereafter.

Article 51

(b) An employee will qualify for his/her first vacation on his/her first anniversary date of employment; to qualify for each vacation period thereafter, it is sufficient if the employee remains on the active seniority roster for ten (10) months out of the twelve (12) month period, but in no event can he/she earn more than one (1) vacation in each twelve (12) month period.

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

Section 2.

The vacation pay shall be computed on the basis of two percent (2%) of the annual earnings of employees for said twelve (12) month period and like amount for each additional week's vacation; only regular employees on the seniority list shall be eligible for vacation pay.

Section 3.

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

The Employer will grant or deny a request for vacation, in writing, within 7 days of the request.

Section 4.

For the purpose of determining the eligibility for vacation, it is agreed that the time lost by reason of illness of the employee who remains on the regular payroll or non-operation of the Employer shall not be charged against the employee.

Section 5.

Vacation provisions in effect at the time of the signing of this Agreement shall be maintained and vacation provisions in effect shall be improved wherever specific provisions for improvement were made in this Article.

Section 6.

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

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

Section 7.

Vacation pay shall be paid by separate check.

**ARTICLE 52.
HOLIDAYS**

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day and Good Friday. Effective June 1, 1980 employees will receive one (1) additional paid holiday in the form of a personal holiday.

Section 1.

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

If an employee (excluding road drivers) is required to work on any of these days, he shall receive his normal rate of pay for the time worked in addition to the eight (8) hours' holiday pay.

Article 52

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

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

In the event an employee does not take a personal holiday prior to May 31st of any year, and he/she has worked at least ninety (90) days during the contract year, including holidays, vacations and compensable jury duty, and remained on the seniority roster (active or inactive) for the complete contract year, he/she shall be paid eight (8) hours pay at straight time for the holiday. Working on May 31st does not constitute working on a personal holiday.

Section 2.

If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreements. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

ARTICLE 53. HEALTH AND WELFARE

Effective August 1, 2003, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of two hundred twenty-five dollars and seventy cents (\$225.70) per week. However, if a participant works only one (1) day in a week, the Employer is only obligated to pay thirty four dollars (\$34.00).

Article 53

(a) Combined weekly health and welfare and pension contributions shall be increased (for each employee) as follows:

Effective August 1, 2003 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2004 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2005 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2006 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2007 - 70¢ per hour (\$28.00 per week).

(b) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice, unless specifically stated otherwise in the Supplemental Agreement(s).

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

(d) The Supplemental Negotiating Committees shall allocate the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2003, and the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2004, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2005, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2006, and the twenty-eight dollars (\$28.00) per week (70¢ per hour) increases on August 1, 2007, between the pension and health & welfare funds within the area of the Supplemental Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of such sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or seventy cents (70¢) per hour (\$28.00 per week) which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health and Welfare Funds.

The National Negotiating Committee shall determine the form and nature of the information to be submitted by the respective Health and Welfare Funds, which information shall be submitted to the National Negotiating Committee ninety (90) days prior to August 1, 2004, August 1, 2005, August 1, 2006 and August 1, 2007.

Article 53

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

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

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more.

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

Article 54

Agreement shall not be covered by the provisions of this paragraph.

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

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

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

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

ARTICLE 54. PENSION

(a) Beginning August 1, 2003, the Employer shall contribute to a Pension Fund the sum of thirty-six dollars and eighty cents (\$36.80) per day for each day worked, to a maximum of five (5) days per week or one hundred eighty-four dollars (\$184.00).

(b) By execution of this Agreement, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund agree that one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week of the pension contribution required under this Article shall be allocated to a separate account established by the Board of Trustees pursuant to Section 401 (h) of the Internal Revenue Code for the purpose of providing prescription drug benefits or such other benefits as determined by the Board of Trustees to Medicare eligible participants of the Central States Pension Fund who work and retire under this Agreement and who

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otherwise meet the eligibility requirements of the pension plan.

(c) Combined weekly health and welfare and pension contributions shall be increased (for each employee) as follows:

Effective August 1, 2003 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2004 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2005 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2006 - 60¢ per hour (\$24.00 per week);

Effective August 1, 2007 - 70¢ per hour (\$28.00 per week).

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

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

(f) The Supplemental Negotiating Committees shall allocate the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2003, and the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2004, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2005, the twenty-four dollars (\$24.00) per week (60¢ per hour) increases on August 1, 2006, and the twenty-eight dollars (\$28.00) per week (70¢ per hour) increases on August 1, 2007, between the pension and health & welfare funds within the area of the Supplemental Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of such sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or sixty cents (60¢) per hour (\$24.00 per week) or seventy cents (70¢) per hour (\$28.00 per week) which is to be applied to the Pension Fund. The remaining amount, if any, shall be uniformly applied to each of the Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint

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Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

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

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

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

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

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for under Article 54 of this Agreement.

The Employer shall make contributions into the applicable Pension Fund in the maximum amount of thirty-five dollars and sixty cents (\$35.60) per day effective August 1, 2003, for casual or extra employees. On August 1, 2004, August 1, 2005, August 1, 2006 and August 1, 2007, this daily contribution rate shall be increased in the amount of the 8-hour equivalent of the hourly increases, if any, allocated to pension under Article 54(f), above, on each such date. The Pension Fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on his behalf.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

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

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

ARTICLE 55.

Section 1. Sanitary Facilities

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

At any facility from which an Employer operates on a regular basis, toilet facilities will be available for employees. Compliance with this provision will be proper subject for the grievance procedure.

Drivers' rooms, where they exist, will be kept clean.

**Section 2.
Pay Shortages**

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

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

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

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

Section 3.

The Employer agrees to itemize paychecks and individually put in sealed envelopes, unless otherwise agreed.

The Employer agrees to itemize each trip and any delay pay in all paychecks issued to employees, and checks shall be placed in individual sealed envelopes which shall be mailed to the employee's home address at the employee's request. Social Security number will not be used on the outside of paycheck envelopes for any reason.

Section 4.

The drivers, garage and yard employees shall be paid weekly, however, the Employer may have a holdback of two (2) weeks subject to approval of the appropriate Area Committee.

Section 5.

The Employer shall be responsible for obtaining all licenses and permits for company equipment. The Employer shall further affix new or renewed licenses, plates or stickers to the trucks and see that they are placed in the truck pouch. The Employer shall also remove expired plates or permits from the truck and see that any expired permits in the truck pouch are removed. Fines incurred as a result of permit violations will be the responsibility of the Employer, and no such fines shall be deducted from the driver's pay. This does not relieve the driver of his/her responsibility to check for the necessary permits on or in his/her truck on each trip. Drivers shall also comply with any reasonable procedures which the Employer may establish to insure proper permitting on trips. If the driver finds, during the pre-trip inspection, that proper permits are not on or in the truck, he/she shall bring the pouch to the designated company representative for review. If the Employer incurs any fines due to a lack of permits as a result of a driver's willful or negligent refusal or failure to comply with the above responsibilities, the driver will be subject to the following: First offense: reprimand; Second offense: one-day suspension; Third or subsequent offenses: three (3) day suspension. Further, the Employer will place information in each truck pouch or permit book as to the permit requirements for traveling through and/or making delivery in each state and continue to otherwise make information available to drivers as to license/permit requirements in various states.

In the event the Employer requires a driver to operate 75' long and/or 102" wide equipment on routes that prohibit same, the Employer shall be responsible for a resulting fine. This shall not apply to unnecessary overlength fines. The Employer will also pay parking tickets issued to a driver resulting from the driver being required by a customer to unload in a street.

ARTICLE 56.

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

**ARTICLE 57.
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2003, to be effective as of June 1, 2003.

FOR THE UNION

LOCAL UNION No. _____ affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

PART II TRUCKAWAY

ARTICLE 58.

**Section 1.
Loading Rate**

The per unit loading pay shall be as follows:

	RATE PER VEHICLE				
	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
6 Vehicles or less	\$3.63	\$3.63	\$3.70	\$3.77	\$3.86
7 Vehicles	\$3.78	\$3.78	\$3.86	\$3.94	\$4.04
8 Vehicles	\$4.19	\$4.19	\$4.27	\$4.36	\$4.47
9 Vehicles	\$4.63	\$4.63	\$4.72	\$4.81	\$4.93
10 Vehicles	\$4.99	\$4.99	\$5.09	\$5.19	\$5.32
11 Vehicles	\$5.31	\$5.31	\$5.42	\$5.53	\$5.67
12 Vehicles	\$5.67	\$5.67	\$5.78	\$5.90	\$6.05
13 Vehicles	\$5.74	\$5.74	\$5.85	\$5.97	\$6.12
14 Vehicles	\$5.79	\$5.79	\$5.91	\$6.03	\$6.18

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

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

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

At least one (1) mechanic to be on duty at regular dispatch time. Mechanic shall remain on duty up to two (2) hours after regular dispatch ends if any drivers are still loading.

Dealers' delivery addresses, and not post office boxes, as well as phone numbers are to be shown on all invoices or delivery sheets.

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

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

It is agreed that all cars shall be put in bays. Cars must be placed in such a fashion so that it will not be necessary for the driver to move any cars other than those listed on the invoice of his load. Violation of this paragraph shall subject the Employer to a loading charge of one dollar and fifty cents (\$1.50) for each car improperly bayed.

**Section 3.
Time Allowance Loading**

(a) The maximum time allotted for loading cars or trucks by drivers at the rates specified above per vehicle shall be as follows:

First six vehicles	10 minutes per vehicle
Seven vehicles	Additional 15 minutes for 7th vehicle
Eight vehicles	Additional 15 minutes for 8th vehicle
Nine vehicles	Additional 15 minutes for 9th vehicle
Ten vehicles	Additional 20 minutes for 10th vehicle
Eleven vehicles	Additional 30 minutes for 11th vehicle
Twelve vehicles	Additional 30 minutes for 12th vehicle
Thirteen vehicles	Additional 10 minutes for 13th vehicle
Fourteen vehicles	Additional 10 minutes for 14th vehicle

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate time allowance loading for the fifteenth (15th) and subsequent vehicles will be subject matter for the Central/Southern Negotiating Committee.

(b) All time that the driver and/or driver-owner is delayed beyond the average of the loading time allowance per car per load, whether such delay is caused by loading or delayed billings or receiving of vehicles, etc., shall be paid at the applicable rate per hour for all hours in the service of the Employer over and above the time allotted for loading. This specified rate is applicable for the term of the Agreement except for applicable cost-of-living increases. Any such compensation paid to an owner-driver is not to be deducted from his truck earnings.

Article 58

Any waiting time requests which set forth a bona fide reason for the delay, such as dead battery, car out of gas, over-height load, flat tire, mechanical problems, lost vehicles, etc., the driver shall be paid for the actual time delayed in addition to the regular loading pay. The Employer must have a method for verifying a driver's loading delay or the driver's statement of actual delay time will be paid. However, the Employer is not obligated to pay a slow loader. Any deadlocked cases on this subject must be heard by the Central/Southern Negotiating Committee.

It is mutually agreed that the Employer and the Local Union will have the right to work out an incentive plan on the matter subject to approval of the appropriate Area Grievance Committee.

(c) The Employer and the Union will cooperate to prevent abuses of the loading time provision.

Section 4.

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

A driver will not be held responsible for unavoidable damages, accidents or fines resulting from required loading, unloading, or reloading on public streets.

Section 5.

Pickup at Plant

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

Section 6.

Compensation to be paid to driver who finds it necessary to unload and reload a vehicle or vehicles from his trailer in order to effectuate the delivery of other vehicles on his load shall be as follows:

It is assumed, for the purpose of this Section, that a driver will load his unit in such a manner that the closest deliveries will be made first without having to go through the trouble of unloading and reloading. We are only talking about those situations where a vehicle can only be loaded in certain positions on the trailer because of the type of trailer and the size of vehicle, etc., is intended to be covered. Even in such latter

Article 58

instances if an Employer instructs a driver to deliver to the farthest point first and back-track in order to make his other deliveries, the instructions must be followed and the driver will be paid for all mileage traveled until the complete load is delivered. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement. Where a driver is instructed to deliver to the closest point first and has to unload and reload a vehicle or vehicles in order to make a delivery, he shall be paid a premium of five dollars (\$5.00) per vehicle for such additional work, each time he performs such work. This is in addition to any compensation received for split deliveries under Section 7 of Article 59 of the Truckaway Agreement.

A standing subcommittee shall be appointed for the life of the Agreement whose responsibility it shall be to determine which trucks it would be dangerous to load off the ground. Said information shall be noticed to the Industry by bulletin and the subcommittee shall have the authority to make revisions in the list during the life of the Agreement.

Section 7.

The supervisor at regular dispatch time must approve, in writing, all over-height or over-length loads when an employee requests same. If the load is over-height or over-length and the driver makes a reasonable effort to deliver the load safely, the driver will not be held responsible.

Section 8.

A driver shall be paid five dollars (\$5.00) for all salvaged items when requested by the Employer to return same.

Section 9.

A driver shall not be required to load farm tractors on the head rack.

Section 10.

Vans or buses, used in dealer driveaway programs, owned by the Employer will be air-conditioned and have heaters in the rear of the vehicle. On leased vans or buses, if possible, same will apply. This paragraph is not applicable to vehicles used for shuttling drivers in the yards or terminals.

Section 11.

Return Transportation - When a driver leaves a unit and returns to his home terminal or is dispatched to another terminal to pick up a unit and is required to take public transportation, he will be provided with air fare, same as driveaway drivers.

Section 12.

A standing committee will be established to discuss, investigate and determine loading practices, including but not limited to excess loading time, cargo damage, yard help, shuttle service, as well as car pullers. Present practices shall be maintained unless changed by mutual agreement.

ARTICLE 59.

Section 1.

Paid-for Time

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

Absent a local agreement, a driver will be paid fifteen (15) minutes for self-fueling his truck on the road.

Equipment Shopping

(b) The Employer shall schedule preventive maintenance; equipment must be available after twelve (12) hours shop time.

When equipment is shopped for necessary repairs, after twenty-four (24) hours, the driver must take spare equipment. If spare equipment is given to a driver, he must have the equipment back for the regular driver. (Local dispatch rules to cover the dispatching of spares) or, at the Employer's option, the driver shall be paid eight (8) hours' pay out of each twenty-four (24) hours until the driver with least seniority returns to the terminal with company equipment at which time he shall be allowed to bump the available company unit, regardless of type of unit. Sundays or holidays shall not be included in

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the twenty-four (24) hour period unless the shop is working seven (7) days a week. In case of major repairs, a period of forty-eight (48) hours shall be allowed for assignment of equipment or pay. The Employer shall notify the driver when his equipment is repaired and ready to load.

(c) The Employer will not dispatch an assigned piece of equipment which has been shopped for necessary repairs until such equipment has been repaired. Equipment needing minor repairs, including but not limited to windshield wipers, mud flaps, tire repair, loose mirror or any other repairs of a minor nature which can be repaired in a short period of time, shall receive priority and be repaired as soon as possible.

(d) When a driver is at another terminal of the Employer and his equipment is shopped for repairs, he cannot be forced on that terminal's extra equipment except to return to his home terminal.

Section 2. Call-in Time

Drivers or owner-drivers specifically called to work shall be allowed sufficient time without pay to get to the garage or terminal. If not put to work, the employees shall be guaranteed eight (8) hours' pay at the hourly rate specified in this Agreement, provided he reports at the agreed time. This provision shall not apply in case of strike or work stoppage. Call-in pay received by driver-owners is not deductible from truck earnings.

Section 3. Layovers, Breakdowns or Impassable Highways

(a) When a driver is delayed through no fault of his own, such as weather conditions, waiting over weekends and/or holidays, unnecessary telephone calls, impassable highways where the highway is closed or breakdowns, or unnecessary delays at terminals or destinations, he shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except when employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period, as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the driver shall be paid for all time while delayed, and further provided that the driver shall present upon return or completion of

trip, claim for waiting time where the Employer has personnel on duty to receive same.

Application of Preceding:

(1) It is contemplated that when a driver starts out on his trip, he would normally have a ten (10) hour driving period available. In such a case if a breakdown occurred, he would receive as breakdown pay the difference between the hours actually driven and the ten (10) permissible driving hours. For example: If a driver had driven five (5) hours and broke down, he would be entitled to five (5) hours' breakdown pay in addition to his mileage pay in the first (1st) period.

If a driver had only driven one (1) hour and broke down, he would be entitled to nine (9) hours' breakdown pay in the first (1st) period. In both examples it is assumed the truck was not repaired prior to the expiration of the ten (10) hour driving period.

(2) The second (2nd) breakdown period begins at the end of the eight (8) hour rest period necessary at the expiration of the driver's previous ten (10) hour driving period. The driver's eight (8) hour rest period begins at the expiration of his permissible ten (10) hour driving period.

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

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

Unloading Delays

(c) Drivers and driver-owners shall be paid the full hourly rate for all time spent in excess of fifteen (15) minutes per car for delays at each delivery point; provided, however, that permitted delays shall not exceed one (1) hour at any one (1) delivery point. This shall apply to both full loads and split loads and the fifteen (15) minutes will start after drivers have unloaded vehicles with the understanding that other unnecessary delays will still be paid the hourly rate of pay as prescribed in the present Agreement in addition to the above. The driver or driver-owner shall provide the Employer with proof of the delay as required by the Employer. This shall not be charged back to the driver-owner.

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The Employers agree that if and when they are notified by the Local Union that a dealer is taking excessive delay time in checking the cars at time of delivery, that they will make every effort to correct this situation by contacting the dealer directly or handling same through the manufacturer.

Clevises

(d) A driver shall not be required to take clevises off of automobiles.

Section 4. Dismounting Wheels

Drivers shall be paid two dollars (\$2.00) for each wheel dismounted or mounted on school buses and commercial chassis.

Section 5. Car Cover Installation

The Employer further agrees to pay driver one dollar (\$1.00) each for the installation of full car covers and driver is also to receive help with respect to the installation of the same. Also drivers shall receive fifty cents (50¢) each for the installation of all other car covers except top covers, including hood.

Section 6. Tire Change

Where a driver is required in case of emergency to change tires, he shall be paid seven dollars and fifty cents (\$7.50). No driver shall be required to change tires on tractor trailer equipment.

Section 7. Split Deliveries

In delivery of any split load, excluding local metropolitan operations, drivers shall receive:

SPLIT DELIVERIES

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1st Skid Drop	\$3.19	\$3.19	\$3.25	\$3.32	\$3.40
2nd Skid Drop	\$5.04	\$5.04	\$5.14	\$5.24	\$5.37
3rd Skid Drop	\$5.60	\$5.60	\$5.71	\$5.82	\$5.97
4th Skid Drop	\$6.17	\$6.17	\$6.29	\$6.42	\$6.58
5th Skid Drop	\$6.88	\$6.88	\$7.02	\$7.16	\$7.34
6th Skid Drop	\$7.59	\$7.59	\$7.74	\$7.89	\$8.09
7th Skid Drop	\$8.33	\$8.33	\$8.50	\$8.67	\$8.89
8th Skid Drop	\$9.03	\$9.03	\$9.21	\$9.39	\$9.62
9th Skid Drop and over	\$9.73	\$9.73	\$9.92	\$10.12	\$10.37

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

SPLIT DELIVERIES IN LARGE CITIES

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1st Skid Drop	\$3.19	\$3.19	\$3.25	\$3.32	\$3.40
2nd Skid Drop	\$6.97	\$6.97	\$7.11	\$7.25	\$7.43
3rd Skid Drop	\$7.46	\$7.46	\$7.61	\$7.76	\$7.95
4th Skid Drop	\$8.01	\$8.01	\$8.17	\$8.33	\$8.54
5th Skid Drop	\$8.73	\$8.73	\$8.90	\$9.08	\$9.31
6th Skid Drop	\$9.43	\$9.43	\$9.62	\$9.81	\$10.06
7th Skid Drop	\$10.14	\$10.14	\$10.34	\$10.55	\$10.81
8th Skid Drop	\$10.85	\$10.85	\$11.07	\$11.29	\$11.57
9th Skid Drop and over	\$11.56	\$11.56	\$11.79	\$12.03	\$12.33

In the delivery of split loads of farm tractors, drivers shall receive:

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1st skid drop	\$3.19	\$3.19	\$3.25	\$3.32	\$3.40
2nd skid drop and each add- itional drop	\$3.89	\$3.89	\$3.97	\$4.05	\$4.15

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

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

Section 8.

Whenever a driver is required to go to another automobile plant or boat dock, etc., to pick up automobiles to finish a load and/or load a partial load such a pickup shall be considered a progressive skid drop and the driver shall be paid in accordance with the above split delivery schedule. If this results in additional mileage, the Employer must pay the same or work out a flat rate.

**Section 9.
Deadheading**

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
4 car loads per mile	\$0.9605	\$0.9605	\$0.9805	\$1.0005	\$1.0255
2 and/or 3 car loads under 12,500 lbs. per mile	\$0.9580	\$0.9580	\$0.9780	\$0.9980	\$1.0230

providing that these rates will not pay less than fifty percent (50%) of total miles traveled at the regular rate.

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

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

**ARTICLE 60.
DAILY GUARANTEE**

Regular drivers who are called to work and make one (1) or more trips per day (including metropolitan drivers) shall receive eight (8) hours' pay at the applicable hourly rate of pay, provided that such drivers shall not be worked on a split shift, but on consecutive trips, and further, that a day's work shall be eight (8) hours from the time of the driver's first trip. The Employer will have the right, subject to local negotiations, to package trips or otherwise dispatch in a manner to insure providing a full day's work.

The subject matter of time off on a weekend for drivers shall be proper subject matter for Local Rider negotiations. Up to fifteen percent (15%) of the drivers working should be afforded the weekend off subject to proper notice and existing conditions. If the parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.

ARTICLE 61.

**Section 1.
Wages**

Parties to this Agreement agree that the rates provided hereinafter are minimum rates and in no way reduce the present wage scale if such scale is higher than provided in this Agreement.

**Section 2.
4-Car Rates**

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

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	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	\$1.01675	\$1.01675	\$1.03675	\$1.05675	\$1.08175
151 miles: flat rate per load	\$153.79	\$153.79	\$156.87	\$160.01	\$164.01
152 miles and beyond: per loaded mile	\$1.01175	\$1.01175	\$1.03175	\$1.05175	\$1.07675

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	82.825¢	82.825¢	84.825¢	86.825¢	89.325¢
Over 150 miles: per loaded mile	82.325¢	82.325¢	84.325¢	86.325¢	88.825¢

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

The following rates of pay for two (2) and/or three (3) car equipment up to 12,500 pounds shall take effect on the dates shown:

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	\$1.01175	\$1.01175	\$1.03175	\$1.05175	\$1.07675
151 miles: flat rate per load	\$153.03	\$153.03	\$156.07	\$159.11	\$162.91
152 miles and beyond: per loaded mile	\$1.00675	\$1.00675	\$1.02675	\$1.04675	\$1.07175

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	82.325¢	82.325¢	84.325¢	86.325¢	88.825¢
Over 150 miles: per loaded mile	81.825¢	81.825¢	83.825¢	85.825¢	88.325¢

**Section 4.
Multiple Car Rates**

The rates for delivering five (5) standard automobiles and/or mixed loads of standard and compact automobiles shall be three cents (3¢) per mile in addition to the regular rate established for four (4) car equipment.

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	\$1.04675	\$1.04675	\$1.06675	\$1.08675	\$1.11175
151 miles: flat rate per load	\$158.35	\$158.35	\$161.39	\$164.43	\$168.23
152 miles and beyond: per loaded mile	\$1.04175	\$1.04175	\$1.06175	\$1.08175	\$1.10675

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
1 through 150 miles: per loaded mile	85.825¢	85.825¢	87.825¢	89.825¢	92.325¢
Over 150 miles: per loaded mile	85.325¢	85.325¢	87.325¢	89.325¢	91.825¢

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

**Section 5.
Filler Loads**

When a driver is given a full capacity load at any point of origin and, prior to delivery of that load, but after delivery of one (1) or more vehicles from the original load, adds additional vehicles to the original load, driver shall be paid as follows:

(a) Loading Pay. The progressive loading rate is the total of all vehicles on the filler load;

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

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

All mileage pay on filler loads will be at full contract rate, with no reduced rate of pay. Filler loads apply only within one (1) company unless mutually agreed between the Local Unions involved.

If additional vehicles are added on any leg of a competitive trip, the entire trip shall be paid at the full rate.

Adding of additional vehicles to the original load may be done at only one (1) intermediate pick-up point, and a maximum of four (4) vehicles only may be added.

Filler loads are a matter for local negotiation on owner-operator operations.

Section 6. Compact Cars, Foreign and/or Domestic

(a) Should five (5) or more compact, foreign and/or domestic motor vehicles be loaded on a 4-car trailer and the weight of said load does not exceed 14,500 pounds then, in that event, the driver shall receive the regular 4-car driver's rate of pay plus all other provisions of the Central-Southern Truckaway Supplement. If the weight of the load exceeds 14,500 pounds, the driver shall be paid the multiple car rate provided for in Section 4.

(b) If four (4) or more compact, foreign and/or domestic motor vehicles are transported in the trailer and one (1) compact motor vehicle is transported on the tractor head ramp, the driver shall receive the regular 5-car driver's rate of pay.

Tractor head ramp means the ramp over the cab only.

If at a later date during the life of this contract different types of tractors and/or trucks are used due to increased state length laws, this head ramp interpretation will be reopened for negotiations.

Section 7.

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

load under two hundred (200) miles.

**Section 8.
Double Trailer Rate**

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
Per running mile	56.56¢	56.56¢	57.56¢	58.56¢	59.81¢

**Section 9.
Sleeper Cabs**

(a) The appropriate rate of pay for sleeper cab units (two (2) drivers) shall be two and one-quarter cents (2 ¼¢) per loaded mile in addition to the regular rate established in the Central-Southern Truckaway Supplement. Each driver on the sleeper cab shall receive one-half (½) of the above rate. The first (1st) outbound drop must be no less than five hundred (500) miles from home terminal except for existing approved runs.

(b) The Employer must pay both the driver's and the driver helper's health and welfare and pension and these cannot be charged back to the owner-operator.

(c) No Employer shall put on broker sleeper cabs without consulting the Local Union first.

(d) Employees who are hired as driver helpers shall hold seniority as a driver helper only and shall not be allowed to bump drivers in case of a layoff, except where the Employer and the Local Union have agreed or agree otherwise. However, if at any time there are job openings on the single driver operation, the driver helpers shall be given first opportunity to take said openings before new employees will be hired, and their seniority on the single driver operation shall be as of the date they start in that operation, however, they shall retain seniority from their date of hire for vacation purposes under the Central-Southern Truckaway Supplement.

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

**Section 10.
Flat Rates**

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

6/1/03 - 0% 6/1/04 - 0% 6/1/05 - 2.0% 6/1/06 - 2.0% 6/1/07 - 2.5%

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

**Section 11.
Hourly Rates**

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

June 1, 2003 - \$20.68 per hour
June 1, 2004 - \$20.68 per hour
June 1, 2005 - \$21.08 per hour
June 1, 2006 - \$21.48 per hour
June 1, 2007 - \$21.98 per hour

**Section 12.
Non-competitive Return Loads**

Drivers shall be paid nineteen percent (19%) of the gross receipts from return loads of other than motor vehicles, plus two percent (2%) for unloading except as provided for in Article 59, Section 3(c), and Article 61, Section 14. On return loads of motor vehicles, the mileage rate shall apply prorated:

For one (1) vehicle - 25% of said mileage rate for such return loads;

For two (2) vehicles - 50% of said mileage rate for such return loads;

For three (3) vehicles - 75% of said mileage rate for such return loads;

Article 61

For four (4) vehicles - 100% of said mileage rate provided under the terms of this Agreement.

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

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

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

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
Full rate/Half rate Agreements:	Full/50% of the rates under Article 61, Section 4.				
Running Mile Agreements:	53.400¢	53.400¢	54.400¢	55.400¢	56.650¢

With respect to any pre-existing agreements approved in accordance with Article 22 under prior contracts, mileage rates paid under those agreements shall be increased by 1.00¢ per running mile and 2.00¢ per loaded mile (1.00¢ on half rate) effective June 1, 2005, and June 1, 2006, and 1.25¢ per running mile and 2.50¢ per loaded mile (1.25¢ on half rate) effective June 1, 2007.

Section 14.

All percentage rates shall be based upon the published prevailing tariff rates at the time deliveries are made.

**Section 15.
Mileage Determination**

(a) In case of a dispute over mileage, same shall be computed over the route traveled by official AAA mileage. When AAA mileage is not current or available then the latest official state highway maps shall be used to determine the correct mileage. On routes where official mileage is not given by the methods above set forth, same shall be logged by the Union and the Employer, such findings to be final and binding. When route is logged, the starting point at origin shall be the main U.S. Post Office, and the ending point at destination shall be the main U.S. Post Office in the city, town or

municipality in which the dealer is actually located.

The Employer is to provide to the Local Union a copy of their mileage guide.

Whenever a driver questions the number of miles he is paid on a particular trip, upon request by him, the Employer will explain how the mileage was arrived at and over what highways.

Mileage Adjustment

Where the total miles on a run are considered, fractional paid-for miles shall be rounded to the next highest whole number.

Such reductions will be posted on the bulletin board with a copy sent to the Local Union.

In no case shall the reduction of miles as set forth herein change or alter existing guarantees or conditions based upon present paid-for mileage.

(b) Mileages in effect on (effective date of contract) will not be adjusted except as a result of a dispute resolved under part (a), above, or of a change in the highway system which has the effect of increasing or decreasing the shortest practical and legal truck route between points. Any increases or decreases in mileages will be given immediate effect. The affected Local Union will be given notice prior to any change in mileages being put into place.

(c) Where any companies have two (2) different mileages established between terminals, the drivers on said operation shall be paid the highest of the two (2) established mileages.

Section 16.

Broken-Down or Wrecked Equipment

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

Article 61

(b) The minimum rate in this Section shall be as follows on each of the following dates:

June 1, 2003	-	\$56.00
June 1, 2004	-	\$56.00
June 1, 2005	-	\$57.12
June 1, 2006	-	\$58.26
June 1, 2007	-	\$59.72

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

June 1, 2003	-	94.925¢ per mile
June 1, 2004	-	94.925¢ per mile
June 1, 2005	-	96.925¢ per mile
June 1, 2006	-	98.925¢ per mile
June 1, 2007	-	\$1.01425 per mile

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

**Section 17.
Student Drivers**

Student drivers shall be paid at a rate no less than that established by the Federal Wage and Hour Law, for a maximum of two (2) weeks. Student training period is not to exceed fifteen (15) days. Drivers shall receive one (1) hours pay additional per day (24-hour period) or major fraction thereof for training and instructing such drivers. It is further agreed that such student drivers shall not be worked more than the maximum hourly requirements of the Department of Transportation (DOT). Student drivers will be sent out with company drivers on company-owned equipment, and where there is no such company equipment, student drivers shall drive with driver-owners only by mutual agreement.

Section 18.

Where percentage rates prevail, when hauling motor vehicles, the amounts received by employees shall be no less in amount than the above mileage rates.

Section 19.

The terms, conditions and wage scales originating out of the area provided herein shall apply on all traffic through to final destination by truck, by one and the same carrier or where original carrier has the same certificated operating rights.

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

Section 20.

C.O.D.

Drivers shall be paid one dollar and fifty cents (\$1.50) for each C.O.D. payment for cars per stop that is collected.

Section 21.

Turnpikes and Toll Roads

All Employers agree to use the Pennsylvania Turnpike between Irwin and Breezewood interchange stations for delivery to Baltimore and Washington area and general area; and between Irwin and Carlisle interchange stations for delivery to eastern Pennsylvania, New Jersey and New York general area.

When the Employer instructs drivers or driver-owners to use toll roads and turnpikes, the Employer will pay the charges for same. Where the Employer collects in tariff for highway toll roads and turnpikes, drivers shall be dispatched over same.

Section 22.

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

On June 1, 2004, June 1, 2005, June 1, 2006 and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 23.

No Employer will implement any regular shuttle work without first meeting and negotiating with the Local Union involved. Any dispute arising from same will be taken to the Central-Southern Negotiating Committee. Failure to reach agreement on the terms and conditions will not preclude the Employer from implementation, assuming that the Employer has made a good faith attempt to meet and negotiate in advance, but if an incentive rate is ultimately negotiated it will be retroactive to implementation, unless otherwise mutually agreed.

Section 24.

Unless otherwise covered in a local rider or as a matter of past practice, and except in cases of daily emergency to cover traffic, an Employer who makes a permanent change in the type of equipment being utilized on an existing shuttle operation will first meet with the Local Union to discuss the effect of the change.

ARTICLE 62.

Section 1.

Owner-operators Fleet Equipment

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

Section 2.

Separate Drivers - Checks

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

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

Article 62

(c) Should the Employer cancel the lease of any owner-operator for other than a dischargeable offense, under the terms of Article 40, the Employer shall within thirty (30) days thereafter assist in selling the equipment at fair market value or purchase said equipment at fair market value.

Section 3.

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

Section 4.

Minimum Rental Rates

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

- Tractors only - 65% of gross revenue;
- Tractors trailers and/or semi-trailers - 75% of gross revenue;

or as otherwise provided for in Local Riders; provided, however, that reduced rates shall not be used for competitive factors against motor carriers in the same immediate area. Gross revenue for the purpose of this Agreement is defined as total tariff proceeds received by the carrier exclusive of all arbitrary and ancillary charges which are justified.

Driver-owners transporting automobiles and/or trucks shall receive no less than driver's wages plus the following rates on a calendar month basis:

	Per running mile
June 1, 1999	48¢

Driver-owners when deadheading with equipment shall be paid the following rates for equipment cost in addition to the driver's wage if ordered to deadhead and the deadhead miles are in excess of fifty percent (50%) of the total miles in any one (1) tour of duty:

	Per mile
June 1, 1999	48¢

Article 62

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

At the option of the owner-operator, the Employer will deduct a specified amount from the owner-operator's equipment rental for the purpose of establishing vacation accrual which will be payable to the owner-operator upon request, consistent with Article 51 of this Agreement.

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

Frost Law

(b) Driver-owners shall be paid the following rates for equipment, plus driver's wages, where required to drop off automobiles because of the Frost Law where they have to make return trips to deliver full loads:

	Per mile
June 1, 1999	48¢

(c) Employer agrees that at no time will any method of pay for equipment and driver produce less than the above percentage rates based upon current tariff rates as of May 31, 1982 unless modified under Article 22. Driver-owners to receive full percentage rate increase on all increases received by the Employer. Where the Employer collects in tariff for highway toll tax, driver-owners shall be dispatched over same and shall be reimbursed for same upon producing bona fide receipt.

Tire Cost

(d) It is mutually agreed, however, that all tire costs on leased tractors, and company-owned trailers and/or semi-trailers operated by driver-owner or fleet-owner, shall be assumed and paid for by the driver-owner or fleet-owner.

Article 62

(e) No changes affecting the above percentages shall be made without the approval of the appropriate Area Committee.

Tire Purchases

(f) The Employer agrees that the owner-driver or fleet-owner may purchase tires through the Employer and further agrees to allow to the owner-driver or fleet-owner the same discount as it receives.

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

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

Fuel Surcharge

(i) The owner-driver will receive in full any applicable surcharge or any other form of rate allowance for fuel authorized by the D.O.T. If such a surcharge is granted by the D.O.T., the carrier must immediately file for appropriate tariff increase to cover the same. On the effective date of the appropriate tariff, same will be paid to owner-operator. If any carrier fails to file for same, he shall be liable to owner-operator immediately.

Section 5.

(a) The Employer or operating Company hereby agrees to pay: road or mile tax; when routed by the Employer-turnpike fees, road tolls and bridge tolls; social security tax; compensation insurance; public liability and property damage insurance; fees for certificates, permits and travel orders; fines and penalties for inadequate certificates; license fees; weight tax and wheel tax; and for loss of driving time due to waiting at state lines; also cargo insurance. It is expressly understood that the owner-driver shall pay the license fees in the state in which the title is registered.

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

Base Plate

(b) Any increase in the IRP plate over the cost of said plate in 1984 shall be paid by the Employer. Increases in the base plate shall continue to be paid as under the 1982-1985 Agreement.

Present practices shall not be reduced but must be continued.

Section 6.

(a) Where broker pulls company trailer, the Employer shall supply all necessary equipment, except tires, required for the delivery of automobiles or other authorized commodities, pay for trailer license fee, and collision insurance for trailer.

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

Section 7.

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

Section 8.

(a) All broker percentages shall be computed on original gross revenue from original carrier; also where carriers helping each other operate out of the same point of origin; provided, however, on all return backhaul loads the basis for determining the percentage of the driver-owner earnings shall not be less than one hundred percent (100%) of the original tariff rates covering such movement, less any ancillary and/or arbitrary charges. Further, provided that this will not apply to traffic moving in joint line and/or interline movement.

(b) When a driver experiences yard delays through no fault of his own due to waiting for bills, loads, lost units, etc., he will be paid at the appropriate hourly rate for such delays in excess of one and a half (1 ½) hours over and above the per unit loading time per vehicle.

**Section 9.
Bobtail Insurance**

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

Section 10.

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

(b) If an owner-operator is required by the Employer to buy a new truck, he shall be guaranteed minimum equipment earnings of one thousand dollars (\$1,000.00) per month for three (3) years. Prior to requiring purchases of equipment the Employer shall notify the owner-operator, in writing. If the owner-operator desires to replace his equipment, the owner-operator shall first consult with the Employer and get instruction in writing. If the Employer does not permit the owner-operator to replace equipment, the Employer shall furnish him with a piece of comparable equipment in line with his seniority.

Section 11.

Employers utilizing owner-operators, who are able to obtain backhaul traffic, shall sit down with the affected Local Union or Unions and negotiate the percentage rate to be paid on the backhaul traffic. If mutually agreed, same may be put into effect immediately pending filing of said agreement with the negotiating committee for approval. However, the negotiated reduced rates shall not be used for competitive factors against motor carriers in the same immediate area.

**ARTICLE 63.
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2003 to be effective as of June 1, 2003.

FOR THE UNION

LOCAL UNION No. _____ affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

PART III LOCAL

**ARTICLE 64.
REDUCTION OF BOARD**

When employees are receiving wages of five hundred fifty (\$550.00) dollars or less per week, upon request of the Local Union, the Employer shall lay off the necessary number of men so that the lower twenty-five percent (25%) of the employees can earn five hundred fifty (\$550.00) dollars or more per week. This shall be based on two (2) previous weeks. Not more than twenty-five percent (25%) of the seniority board are to be laid off at any one time unless there is a major decline in business; then the Local Union and the Employer shall decide the number of employees to be laid off, consistent with good business practices, so that the employees remaining can earn a wage of five hundred fifty (\$550.00) dollars or more per week. The above is not to be construed as imposing a limitation on earnings. If the Local Union and the Employer do not agree on the number of employees to be laid off under the above procedure, this disagreement shall be considered a grievance and shall be submitted to the appropriate Area Committee who shall render a final decision.

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

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

Section 1.

(a) Eight (8) consecutive hours (exclusive of one-half (½) hour lunch period) shall constitute a standard workday. The lunch hour shall be taken in the middle of the shift, between the fourth (4th) and fifth (5th) hour on duty.

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

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(b) All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1½) the regular hourly rate, but not both.

No employee shall be required to work more than ten (10) hours in any one (1) shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God, and/or unusually heavy releases by the shipper. Employees shall be required to work whatever hours the release gate is open. Claims of abuse of these provisions are to be referred to the Standing Committee established under Article 58, Section 12.

The Employer will notify employees as soon as it has knowledge that overtime is required.

(c) When one (1) or two (2) of the holidays designated herein occurs during an employee's scheduled workweek, the employee shall be paid time and one-half (1½) the regular hourly rate for all hours worked in excess of thirty-two (32) hours or twenty-four (24) hours, respectively.

(d) Overtime and/or premium pay shall not be pyramided under this Agreement.

(e) This Section shall not be construed as a guaranteed workweek.

Day Off

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

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

Section 2.

(a) Regular employees called to work shall be allowed sufficient time, minimum of one (1) hour, without pay, to get to the garage or terminal, and shall draw full pay from the time employees report or register in as ordered. All employees shall have a

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reporting time for duty which shall be designated at the end of the preceding day. If employee reports for work, said employee shall be guaranteed eight (8) hours' pay in any one (1) day except on Saturdays and Sundays, holidays or seventh (7th) consecutive day, on which days the guarantee shall be six (6) hours in any one (1) day if put to work.

When an employee is called to work by a supervisor or dispatcher and cannot be reached, the supervisor or dispatcher will have a Union member if one is available verify the attempted call.

(b) Outside casual employees shall receive a minimum of four (4) hours' pay when put to work; provided, however, that if such employees work in excess of four (4) hours, then in such case the employees shall receive minimum of eight (8) hours' pay. Such casual employees can only be used when regular employees are working in their respective shifts.

(c) Road employees working extra pulling out cars shall be paid the hourly rate for actual time worked; provided, however, if they work four (4) hours or more, then in such case the employees shall receive a minimum of eight (8) hours' pay.

Where a driver in one (1) tour of duty is utilized in the yard after having logged eight (8) hours, he will be paid at the rate of time and one-half (1 ½) for all hours worked in the yard.

Where a driver has not logged eight (8) hours in one (1) tour of duty and he is utilized in the yard, he will be paid time and one-half (1½) after eight (8) hours.

This does not affect daily guarantee regarding road drivers.

(d)(1) The above guarantees shall not apply in case of strikes, work stoppages (including the closing of release gate), or Acts of God.

(2) Where employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, he shall be paid a minimum of six (6) hours' pay.

(e) Employees must be available for full employment to receive guarantees.

(f) Any regular hourly rated employee called to work before his regular starting time as set forth in the appropriate Local Riders shall be paid for his regular shift, and in addition shall receive the applicable overtime pay for work performed before his regular starting time. In no event shall an employee's starting time be changed in order

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to avoid payment of overtime. There shall be no pyramiding of premium pay for the purpose of overtime, and employee shall be required to work his regular shift in addition to being called in early.

(g) The Employer will not use extra or casual employees for the purpose of depriving a regular employee of overtime.

(h) The Employer may utilize any qualified employee on any working board (except office) to supplement the work force in classifications of work in the yard agreement where the need arises from daily absenteeism and/or daily emergency situation even though there may be employees on layoff. Road drivers may be utilized on a voluntary basis.

Section 3.

(a) All employees working seven (7) consecutive days shall be paid double time for work performed on the seventh (7th) consecutive day. The rate of double the regular rate of pay shall be paid for work performed on Sundays and the following holidays:

Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day, Good Friday and a personal holiday.

Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 52.

(b) Employees called in for Saturday work will receive time and one-half (1½) for work performed on Saturday if they are off work due to sickness, on-the-job injury, funeral leave, jury duty, or are recalled from layoff during the regular workweek. However, the Employer has the right to request proof of illness or injury. If the employee is off work for any of the aforementioned reasons, employee must notify the Employer of his availability for work. The same principle applies to flexible workweeks.

**ARTICLE 66.
HOURLY RATES AND CLASSIFICATIONS**

Section 1.

The scale of hourly wages for the following classifications of local work as set forth below are minimum rates effective on the dates shown:

	6/1/03	6/1/04	6/1/05	6/1/06	6/1/07
(a) Lead drivers, lead yard employees, checkers and release employees	\$20.65	\$20.65	\$21.05	\$21.45	\$21.95
(b) Pull-out drivers and yard help	\$20.55	\$20.55	\$20.95	\$21.35	\$21.85
(c) Mounting and hookup employees	\$20.65	\$20.65	\$21.05	\$21.45	\$21.95

(d) The five (5)-car trailer city delivery rate shall be fifteen cents (15¢) per hour above the four (4)-car rate.

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

**Section 2.
Hourly Rate Increases**

All employees shall receive the following hourly rate increases effective:

- June 1, 2003 - no increase
- June 1, 2004 - no increase
- June 1, 2005 - 40¢ per hour
- June 1, 2006 - 40¢ per hour
- June 1, 2007 - 50¢ per hour

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as

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increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 3. Shift Differential

A shift differential of five cents (5¢) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M.

Section 4.

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

6/1/03 - 0% 6/1/04 - 0% 6/1/05 - 2.0% 6/1/06 - 2.0% 6/1/07 - 2.5%

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 5. Riders to be Reduced to Writing

Any Local Union having any scale of wages or work conditions different, better than that provided herein, shall reduce the same to writing and file a copy with the appropriate Area Committee within six (6) months from the date hereof, and upon failure to do so it will be presumed they are subject to this Agreement.

Section 6.

If a night shift is established on rail operation, adequate lighting shall be provided for loading and unloading.

A standing committee shall be appointed to inspect and decide if lighting is adequate.

The Employer agrees that no less than two (2) employees will be scheduled at the railhead whenever it is engaged in loading or unloading railcars, unless otherwise provided in any Local Rider.

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The Employer is to furnish assistance in installing damaged or sprung bridge plates on rail cars.

Section 7.

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots).

Section 8.

The Employer will furnish gloves and knee pads to regular rail loaders and unloaders, with the understanding that the employee must turn in the old pair in order to receive a new pair.

The Employer shall furnish rubber gloves to regular fuel employees.

Section 9.

Where space is available, lockers will be furnished. Any dispute will be subject to the grievance procedure. (Applies to yard help only.)

The Employer shall furnish lockers for all newly constructed facilities for regular yard employees.

Section 10.

Agreements may be negotiated by the Employer and the Local Union at a location which modify the provisions of Article 65 or 66 for employees working in releasing, rail loading and rail unloading classifications where both parties deem it necessary to acquire or retain work at plants, railheads or other loading or unloading facilities, subject to appropriate committee approval.

ARTICLE 67.

Section 1.

Utilization of Employees

It shall be the Employer's right to utilize his manpower whenever needed; provided, however, that if an employee is temporarily transferred to a lower classification he shall receive the rate of pay established for his higher classification. An employee moving

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from a lower classification to a higher classification shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employee transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

Section 2.

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

ARTICLE 68.

Section 1.

Pay Period and Deductions

All employees shall be paid weekly; however, the Employer may have a hold back of two (2) weeks subject to approval of the appropriate Area Committee.

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

Casual employees shall be paid not later than twenty-four (24) hours after the end of their working period.

Section 2.

It is agreed between the Employer and the Union that any deductions made from the check of any employee covered by this Agreement shall be itemized on his paycheck or by attached statement.

Section 3.

All employees' paychecks shall be individually placed in sealed envelopes unless otherwise agreed.

ARTICLE 69.

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

**ARTICLE 70.
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2003 to be effective as of June 1, 2003.

FOR THE UNION

LOCAL UNION No. _____ affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

PART IV GARAGE

ARTICLE 71.

**Section 1.
Seniority**

(a) Company garage seniority shall be determined by the time and date each employee's payroll earnings begin, as of his last hire-in date.

(b) Garage employees shall not bump into any other division nor shall any employee from another division exercise seniority in the garage.

(c) Classification seniority shall commence at the time and date each employee's payroll earnings begin in such classification; except as provided for in Article 72, Section 3(c) and except, that a leadman shall accumulate seniority in his present and prior classification and a diesel mechanic's classification seniority shall include all time spent as a journeyman and advanced apprentice mechanic.

Section 2.

(a) In case of layoffs, employees who have more Company Garage seniority than other employees in the same wage rate group or a lower classification, may transfer into these classifications provided that they are qualified to perform the duties of the classifications, except to the classification of Advanced Apprentice. No journeyman mechanic may be laid off while advanced apprentices are still working, unless otherwise agreed in a Local Rider. Layoffs must be in writing.

(b) A laid-off employee may exercise Company Garage seniority to return to work in his same wage rate group or lower classification other than his regular one, provided, that he is qualified to perform the duties of the classification. However, this option shall be waived if the opportunity is offered to the employee and is refused by him. Such waiver shall be in writing with a copy to the Union.

(c) A laid-off employee who elects to take a less senior employee's job in his same wage rate group or lower classification which he is qualified for shall remain in that classification as long as he has more company seniority than any other employee in that classification and he is not recalled to his regular classification or circumstances provided for in Article 5, Section 2(b) occur.

Article 72

(d) Garage employees shall receive three (3) working days' advance notice of a normal layoff.

Section 3.

(a) Classification seniority shall prevail for shift preference, job bidding or shift schedule changes. However, where such seniority right is exercised, the shift or job chosen shall be retained for not less than six (6) months, unless a vacancy occurs, a new position is created, or shift schedules are changed.

(b) When a vacancy occurs, a new position is created, or shift schedules are changed, it shall be posted on the bulletin board for a period of not less than three (3) working days and employees with seniority may bid for such jobs, providing they can show qualifications for such job. Such employees shall be given a trial period not to exceed thirty (30) days, and, if qualified, shall remain on such job.

(c) The classification seniority of all journeymen shall include all time spent as an advanced apprentice mechanic.

Section 4.

A current seniority list, complete with classification date, employment date, and social security number must be posted every six (6) months where it will be accessible to the employees at all times, and a copy of same shall be mailed to the Union.

ARTICLE 72.

Section 1.

Eight (8) consecutive hours (exclusive of one-half ($\frac{1}{2}$) hour lunch period) shall constitute a standard workday. Forty (40) hours shall be the standard workweek to be worked in five (5) eight (8) hour days. Monday through Friday where presently in effect; Tuesday through Saturday where presently in effect; unless changed by mutual agreement of the Local Union and the Company.

The Employer may establish a Tuesday through Saturday and/or a Thursday through Sunday or Friday through Monday (4 - 10 hour days) work week at a new facility established after June 1, 1999.

Article 72

Recognizing the need to establish additional job opportunities under this Section, consistent with a seven (7) day operation in terminal shops, the parties hereby agree to establish a flexible work week schedule for new, additional garage employees subject to the following conditions:

Four (4) consecutive days consisting of ten (10) hour shifts, Thursday through Sunday or Friday through Monday shall constitute the flex work week. Health, Welfare and Pension contributions shall be paid by the Employer on the basis of five (5) days per week for each employee under the flex week schedule.

Time and one-half (1 ½) shall be paid after ten (10) hours in any one (1) day during the scheduled week; after forty (40) hours; and for any hours worked on the fifth (5th) day. Double (2) time will be paid for any hours worked on the sixth (6th) day.

Holidays that occur on such flex week schedules will be paid at ten (10) hours holiday pay. Holidays that occur outside of the flex work week shall be paid at eight (8) hours holiday pay.

All other compensable days off under this Agreement that occur within the flex work week will be paid at ten (10) hours pay, and such compensable days that occur outside the flex work week will be paid at eight (8) hours per day.

The existing number of positions as of June 1, 1999 shall be red-circled and maintained as Monday through Friday, Tuesday through Saturday, or other current flex week arrangements where in effect as of June 1, 1999, and all current employees shall not be forced to such flex week schedules. At any time that the above red-circled positions are reduced through layoff, such flex week schedules will be suspended during such period and shall not be resumed until the staffing levels are returned to the red-circled levels as established; however, agreements may be negotiated by the Employer and Local Union at a location which modify the provisions of this Section.

Disputes arising under this Section shall be subject to the grievance procedure, however, all other terms of Article 72 shall apply except Section 6. Flexible work week schedules other than as stated above are proper subjects of Local negotiations, however, such agreed to flex week schedules must be submitted for approval to the appropriate Area Committee, but may be implemented upon agreement of the parties.

**Section 2.
Workweek**

Current weekly working schedules shall be posted. The starting time of employees shall not vary during any calendar week except on those days when the employee reports for work late or on Saturday when it will be permissible to start a maximum of two (2) hours earlier than the regular starting time.

It is agreed that there is one (1) exception to the workweek schedule set forth in this Section, that being that a regular weekly schedule may start at 3:30 p.m. or later on Sunday at the Sunday premium rate and shall be considered as extra work, and not part of the five (5) day workweek.

**Section 3.
Guaranteed Workweek**

If an employee is called to and reports for work on the first (1st) day and the scheduled days thereafter of his regular scheduled workweek, he shall be guaranteed forty (40) hours' pay which includes eight (8) hours' holiday pay if it falls in his regular scheduled workweek. If a laid-off employee is recalled to work on any other day except the first (1st) day of his regular workweek, he shall only receive his daily guarantee. These guarantees shall not apply in case of strikes, work stoppages or Acts of God.

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

(a) Time and one-half (1½) shall be paid for all work performed outside the regular schedule of hours except that on those days where an employee reports late for work he will not be entitled to time and one-half (1½) until after he has completed eight (8) hours' work. All Sunday work shall be paid for at the rate of double the regular hourly rate. The term "Sunday work" means those hours between 12:00 o'clock midnight Saturday and 12:00 o'clock midnight Sunday.

Any regular hourly rated employee called to work before his regular starting time as set forth in appropriate Local Riders shall be paid for his regular shift, and in addition shall receive the applicable overtime pay for work performed before his regular starting time. In no event shall an employee's starting time be changed in order to avoid payment of overtime. There shall be no pyramiding of premium pay for the purpose of overtime, and employee shall be required to work his regular shift in addition to being called in early.

Article 72

Double time shall be paid for work performed on the following holidays:

Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day, Good Friday and a personal holiday.

Double time for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 52.

(b) When one (1) or two (2) of the holidays designated herein occurs during an employee's scheduled workweek, the employee shall be paid time and one-half (1½) the regular hourly rate for all hours worked in excess of thirty-two (32) hours or twenty-four (24) hours, respectively.

Section 5. Call-back Guarantee

Any employee covered by this Agreement, being called back to work after having completed his day's work, will be guaranteed a minimum of six (6) hours' pay.

Section 6.

No garage employee shall be required to work more than ten (10) hours in any one (1) shift. This shall not be applicable in cases of emergency including absenteeism and/or Acts of God. Also this shall not apply to any garage employee sent out on a road call.

Section 7. Day Off

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

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

ARTICLE 73.

**Section 1.
Wage Scale**

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

Classification	6/1/03	6/1/04	Effective 6/1/05	6/1/06	6/1/07
Lead person Welder, Layout person, Diesel Mechanics, Auto- motive Electricians Combination Welder Mechanic			(See Note 1)		
	\$20.88	\$20.88	\$21.28	\$21.68	\$22.18
Journeyman Mechanics	\$20.78	\$20.78	\$21.18	\$21.58	\$22.08
Painter and/or Sandblaster	\$20.68	\$20.68	\$21.08	\$21.48	\$21.98
Advanced Apprentice Mechanics (See Note 2)	\$20.58	\$20.58	\$20.98	\$21.38	\$21.88
Head Stockman	\$20.65	\$20.65	\$21.05	\$21.45	\$21.95
Stockroom Clerks	\$20.38	\$20.38	\$20.78	\$21.18	\$21.68
Helper (See Note 3)	\$20.55	\$20.55	\$20.95	\$21.35	\$21.85
Washers and Porters New Hires (See Note 4)	\$19.89	\$19.89	\$20.29	\$20.69	\$21.19

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

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, the National Negotiating Committee will allocate the amounts due under Article 23, payable as

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increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Note 1: Lead person shall be paid an additional thirty-five cents (35¢) per hour over and above his classification rate of pay.

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

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

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

Note 5: (a) Washers and porters employed prior to August 15, 1964, shall receive the following rate of pay on the effective dates shown:

Effective June 1, 2003	\$20.17
Effective June 1, 2004	\$20.17
Effective June 1, 2005	\$20.57
Effective June 1, 2006	\$20.97
Effective June 1, 2007	\$21.47

On June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007, 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) Employees hired prior to August 15, 1964, shall receive the rates specified in Note 5(a) when working within the classification full time.

**Section 2.
Shift Differential**

A shift differential of five cents (5¢) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 11:00 a.m. or between 11:00 and 6:00 a.m.

Section 3.

Any overtime work on any shift shall be assigned within the classification and on the shift where it occurs and shall be rotated unless otherwise mutually agreed by the Union and the Employer in writing. Where an employee refuses overtime work in his regular turn, he shall forfeit said turn.

Section 4.

(a) Lead Person:

A lead person shall be defined as an employee who performs work but who directs the activities of other employees without the authority to hire or fire or effectively recommend such action and/or who is charged with the responsibility of making decisions as to what repairs are necessary.

(b) Journeyman Mechanics:

A journeyman mechanic shall be defined as one who has served four (4) years at the trade or any specialized branch thereof, and is qualified to perform the following operations or any specialized branch thereof: maintaining, repairing of trucks, trailers and equipment; dismantling and rebuilding of internal combustion gas motors, vehicles, chassis and parts thereof including servicing of brakes and/or towing of defective equipment and other road service.

(c) Diesel Mechanic:

A diesel mechanic shall be defined as a journeyman who is qualified to and regularly repairs and maintains a diesel engine.

(d) Automotive Electrician:

An automotive electrician shall be defined as an employee who is required to overhaul and rebuild distributors, generators, voltage regulators, starters, etc.

(e) Helper:

A helper shall be defined as one who assists the journeyman mechanics in the performance of their duties and shall be permitted to make mechanical repairs with the

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direction of a journeyman mechanic and shall be permitted to furnish his own tools. Helpers shall also perform the duties of a tireman, greaser, and fueler.

(f) Welder Layout:

Layout man and welder is an employee who spends more than fifty percent (50%) of the workweek doing welding work and/or layout work. Any employee who spends more than twenty percent (20%) of his regular workweek, but less than fifty percent (50%) doing welding work shall be classified as combination welder-mechanic.

Section 5. Coveralls

The Employer shall arrange for and assume the cost of one (1) uniform change for each scheduled work day.

Where climatic conditions warrant, the issue of winter weight coveralls will be considered a proper subject for local rider negotiations.

Any Employer presently furnishing uniforms (shirts and pants) or coveralls in excess of that outlined above, shall maintain such practice.

If mechanics are required to go outside, the Employer will furnish rain gear and boots or rubbers.

Section 6.

The Employer shall provide a locker for garage employees and will maintain lockers in good condition.

Section 7.

The Employer shall furnish all power tools and replace broken and worn out hand tools. Advanced apprentice mechanics are entitled to tool allowances where same exists.

Section 8.

The Employer will provide insurance with respect to the mechanics tools and tool box covering those situations of forced entry to the shop or fire; however, the maximum liability shall not exceed six thousand dollars (\$6,000.00). The mechanic must submit a signed, written and dated inventory to management in order to qualify for this insurance coverage, subject to Employer verification.

Section 9.

The Employer will make sure that all work bays and work areas remain clean.

Section 10.

The Employer shall furnish rubber gloves to the regular fuelers.

Section 11.

Tool Allowance

Tool allowance shall be subject to Local Rider negotiation. Any dispute concerning tool allowance, including the amount, shall be resolved in accordance with the provisions of Article 2, Section 7 of the National Master Agreement but shall be referred directly to the National Joint Arbitration Committee.

However, in no case will the increases be less than the following increases:

- Effective June 1, 2003 - no increase in current rate
- Effective June 1, 2004 - no increase in current rate
- Effective June 1, 2005 - additional 2.00% increase
- Effective June 1, 2006 - additional 2.00% increase
- Effective June 1, 2007 - additional 2.50% increase

ARTICLE 74.

Section 1.

Utilization of Employees

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

Any employee transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

Article 75

Seniority shall be recognized on shop assignments wherever practicable, provided the senior employee can qualify.

Section 2.

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

ARTICLE 75.

Section 1.

Pay Period and Deductions

All employees shall be paid weekly; however, the Employer may have a hold back of two (2) weeks subject to approval of the appropriate Area Committee. Casual employees shall be paid not later than twenty-four (24) hours after the end of their working period.

Employees' payday shall not be later than the ending of their last weekly pay period, except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours, a supplemental method of payment will be made.

Section 2.

It is agreed between the Employer and the Union that any deductions made from the check of any employee covered by this Agreement shall be itemized on his paycheck or by attached statement.

Section 3.

All employees' paychecks shall be individually placed in sealed envelopes unless otherwise agreed.

ARTICLE 76.

Inclusion of job classification herein does not require Employers to fill all such classifications.

**ARTICLE 77.
VACATIONS**

It is agreed that for vacation qualification years arising on or after June 1, 1988, employees shall be paid their vacations as provided for in Article 51 of the Central-Southern Areas Supplement, unless otherwise provided for by agreement between the Employer and the Local Union.

**ARTICLE 78.
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2003, to be effective as of June 1, 2003.

FOR THE UNION

LOCAL UNION No. _____ affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

PART V DRIVEAWAY

**ARTICLE 79.
SCOPE OF AGREEMENT**

Section 1.

This Part V encompasses driveaway operations located within the Central/Southern Area.

Section 2.

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

Section 3.

Lowboys

Employees operating lowboy equipment shall be covered under the wages, terms and all other conditions of this Central-Southern Area Truckaway Supplement.

**ARTICLE 80.
STEWARDS**

Section 1.

Steward's Super-seniority

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

Section 2.

Steward's Pay

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

Article 80

and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater.

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

ARTICLE 81. SENIORITY

Section 1.

Seniority rights for employees as provided under this Part V and all agreements supplemental hereto, shall prevail. Seniority shall only be broken by discharge, voluntary quit, more than a seven (7)-year layoff, unless otherwise provided herein, or as the appropriate Area Arbitration Committee may direct during the seventh (7th) year.

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

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

Section 2. Terminal Layoffs

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

Recall From Layoff

(b) Employees may be recalled by phone; if the employee is not reached by phone, the Employer shall notify the employee by certified mail and the employee shall notify the Employer of intent to return to work within three (3) days of receipt of notice. If the laid-off employee has another job or has made verifiable arrangements that prevents return to work within the three (3) days, then the employee can take up to fourteen (14) days to return to work.

**Section 3.
Reduction of Board**

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

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

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

**Section 4.
Additional Help**

(a) Where additional help is needed by any Employer at a terminal, including terminals of commonly owned Employers signatory to this Part V, over and above that provided for in Section 7(a) of Article 5 of the National Master Automobile Transporters Agreement, said additional or supplemental work shall be offered to the oldest laid-off employees of the Employer involved, on a voluntary basis. Those employees accepting said supplemental work at another terminal on a voluntary basis shall go to the bottom of the terminal seniority board and hold company seniority there only for fringe benefit purposes. However, when work picks up at the employee's regular terminal, he will be given an opportunity to go back to his regular terminal and, if he elects to remain at the new terminal, then he no longer will hold his terminal seniority position at the old terminal but will remain at the new terminal with terminal seniority as of the date he transferred into the same and his layoff at said new terminal would be in accordance with his terminal seniority.

Article 81

(b) Laid-off employees transferred under (a) above must remain at the new terminal until such time as they are laid off or called back to their old terminal. An employee will remain on the terminal seniority list at any terminal into which the employee has transferred under this Section until the employee refuses recall to that particular terminal or otherwise loses seniority under any Article of this Part V.

(c) It will not be necessary for the Employer to transfer an employee or for a laid-off employee to return to the former terminal under Section 4(a) above, if the work available is for less than thirty (30) days.

(d) (1) At terminals with a common seniority list, a transfer will be offered by seniority to regular qualified employees regardless of classification position to be filled.

(2) At terminals with separate seniority lists, a transfer will be offered by seniority within classification before offer is made to other qualified employees.

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

(e) Laid-off employees to qualify for transfer as called for above must designate to the Employer, in writing, their willingness to accept a work assignment at another company terminal and/or branch in their regular classification or in another classification in which they are qualified by experience with the Employer to perform the work. The Employer will supply a form at the time of layoff.

(f) Employees seeking to transfer to other facilities must designate, in writing, at time of layoff which facilities they will or will not transfer to at the time of layoff. Employees will be offered a particular location only one (1) time during their layoff period.

(g) All laid off employees will be offered, in company seniority order, additional help work opportunities covered by the Eastern or Western Supplemental Agreement after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

Employees accepting such additional help opportunity at locations covered by the Eastern or Western Supplemental Agreements will be assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work opportunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing, pursuant to Article 5, Section 7 (a) (3) of

the Master Agreement.

Employees accepting such additional work opportunity at locations covered in this Section, shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.

**ARTICLE 82.
REPORTING AND DISPATCH TIME**

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

If a driver is given a trip subsequent to dispatch and the same is toward or beyond the home terminal, the driver must take same. If the trip is not in the direction of the home terminal, however, it will be the driver's option whether or not to accept the trip.

**ARTICLE 83.
VACATIONS**

Section 1.

(a) An annual vacation of one (1) week with pay shall be granted to all employees who have worked twelve (12) months for the first (1st) year and each year thereafter up to the (3rd) third year; a vacation of two (2) weeks with pay shall be granted to all employees who have been employed three (3) years and worked ten (10) months of the third (3rd) year and for each year thereafter up to the ninth (9th) year; a vacation of three (3) weeks with pay shall be granted to all employees who have been employed nine (9) years and worked ten (10) months of the ninth (9th) year and for each year thereafter up to the fifteenth (15th) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years and worked ten (10) months of the fifteenth (15th) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20th) year.

Article 83

(b) Employees will be allowed to take one (1) week of vacation one (1) day at a time. In order for an employee to be eligible he/she must satisfy present eligibility requirements in addition to the following:

(1) Employees must be eligible for three (3) or more weeks vacation.

(2) Employee must give seven (7) days written notice to his/her Employer. The Employer must respond in writing within forty-eight (48) hours, excluding Saturdays, Sundays or holidays.

(3) The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employees consistent with efficient operations.

(4) A vacation day may not be used the work day prior to or after a holiday or in a workweek in which the employee has not worked at least one (1) day unless mutually agreed in writing by the Employer and employee.

(5) An employee will be allowed to use only one (1) week of vacation one day at a time during the vacation year.

(6) Employee must notify his/her Employer (Article 83, Section 3) of his/her intent to use vacation one day at a time. The employee does not have to select the days he/she wishes to use at that time.

(7) The Local Union and Employer will use this section unless mutually agreed otherwise.

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

(c) To qualify for the first (1st) vacation, the employee must be employed for twelve (12) months and be on the active seniority list at the end of the first (1st) twelve month period. If the employee is not on the active seniority list at the end of the first (1st) twelve month period, the employee shall be eligible to receive the first vacation when the employee returns to the active seniority board; to qualify for each vacation period thereafter, it is sufficient if the employee works ten (10) months out of the twelve (12)-month period, but in no event can the employee earn more than one (1) vacation in each twelve (12)-month period.

Article 83

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

Section 2.

The vacation pay shall be computed on the basis of two percent (2%) of the annual earnings of employees for said twelve (12)-month period and a like amount for each additional week's vacation; only regular employees on the seniority list shall be eligible for vacation pay.

Section 3.

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

Section 4.

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

Section 5.

For the purpose of determining the eligibility for vacation, it is agreed that the time lost by reason of illness of the employee who remains on the regular payroll, or nonoperation of the Employer, shall not be charged against the employee.

Section 6.

Vacation provisions in effect at the time of the signing of this Part V shall be maintained and vacation provisions in effect shall be improved wherever specific provisions for improvement were made in this Article.

Section 7.

If employees take a vacation during a week in which one (1) of the specified holidays occurs, they shall be entitled to holiday pay in addition to their vacation pay.

Employees shall be entitled to an additional day off for each holiday that occurs during their vacation period, however, they must advise their Employer of their date of return, prior to leaving on their vacation.

Section 8.

Vacation pay shall be paid by separate check.

**ARTICLE 84.
HOLIDAYS**

Section 1.

The following holidays will be observed: Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Good Friday, and a personal day.

Section 2.

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

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

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

Article 85

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

If a driver, through no fault of his/her own, is forced to travel via air transportation on a paid holiday, the driver will be considered eligible for the applicable four (4) hour holiday pay.

Section 3.

If any holiday falls within the thirty (30)-day period following the employees' layoff due to lack of work, and such employees are also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case they shall receive an extra day's pay for each holiday in the week in which they return to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this Part V. Employees who were laid off because of lack of work and are not recalled to work within the aforementioned thirty (30)-day period are not entitled to the extra pay upon their return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, or shall it be considered as hours worked for weekly overtime.

ARTICLE 85. PAY CONDITIONS

Section 1. Pay Shortages

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

Section 2. Payday

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

Section 3.

The Employer agrees to itemize paychecks, including deductions, and individually place the checks in sealed envelopes, unless otherwise agreed.

Section 4.

The drivers and garage and yard employees shall be paid weekly, unless mutually agreed otherwise. However, the Employer may have a holdback of two (2) weeks subject to approval of the appropriate Area Joint Arbitration Committee.

Section 5.

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

**ARTICLE 86.
SPECIAL DRIVERS**

Special drivers must be qualified to perform the work in question. In no case shall the Employer use so-called stay-out drivers or tourist drivers.

**ARTICLE 87.
RETURN TRANSPORTATION**

Section 1.

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

Section 2.

(a) Drivers shall be reimbursed for rail or bus fare whichever is higher, no receipt necessary, on all trips up to three hundred (300) miles. Any change in such rates shall be reflected in the fare paid to the driver.

(b) Coach plane fare shall be allowed on trips over three hundred (300) miles from the home terminal or next pickup point based on Household Goods point-to-point

Article 87

mileage. A Local Union and an Employer, by mutual agreement, can work out a mileage allowance in lieu of coach plane fare. When a mileage allowance is worked out in lieu of actual coach plane fare in a Local Rider, no receipt will be necessary; however, in absence of such an agreement, a receipt will be necessary before a driver will be reimbursed. Existing Local Rider conditions shall not be affected by provisions of this paragraph.

(c) The Employer may require that drivers use the least expensive airfare available as long as drivers are not denied work opportunity and are not unreasonably delayed as the result of having been compelled to accept the least expensive airfare.

(d) (1) After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is scheduled to arrive the earliest at the return destination, or choose a different flight and compensate the driver at the appropriate hourly rate for all time in excess of one (1) hour 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.

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

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

(e) A driver may utilize his/her ticket to arrange for an earlier return on any airline, whether relating to the original established flight or any subsequent replacement flight, as long as said exchange does not exceed a \$50.00 cost to the Employer. If the driver in arranging for any flight change from that established by the Employer either originally or subsequently, realizes a savings to the Employer, the savings will be divided equally between the driver and the Employer.

(f) All drivers must turn in their boarding pass and seat assignment ticket receipts and stubs and all refund documentation with their trip papers.

**ARTICLE 88.
PAID-FOR TIME**

**Section 1.
Call-in Time**

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

**Section 2.
Layovers, Breakdowns or Impassable Highways**

When drivers are delayed through no fault of their own, such as weather conditions, waiting over weekends and/or holidays, impassable highways or breakdowns, or unnecessary delays at terminals or destinations, to included delays at Canadian or Mexican borders, they shall notify the home office or nearest terminal by phone of such conditions and for instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate per hour during the delay; provided, however, that in no case shall any employee be paid for more than eight (8) hours out of every twenty-four (24) hour period, except where an employee is required to stay with equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period as well as all time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, the drivers shall be paid for all time while delayed, and further provided that the driver shall present upon return or completion of trip claim for waiting time where the Employer has personnel on duty to receive same.

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

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

Article 89

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

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

Section 3. Dealer Problems

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

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

Section 4.

When a driver has returned from a trip and has turned in equipment (plates, permits, etc.) and completed paper work (trip sheets, logs, etc.) at the terminal, the Company shall make a reasonable effort to notify the driver of layoff prior to the next dispatch. Failure to make a reasonable effort to notify the driver of layoff will result in the driver being paid six (6) hours pay in the event the driver subsequently reports to the terminal for dispatch.

ARTICLE 89. ACCESSORIAL CHARGES

Section 1.

The accessorial rates are increased 0.00% on June 1, 2003, 0.00% on June 1, 2004, 2.00% on June 1, 2005, 2.00% on June 1, 2006 and 2.50% on June 1, 2007.

**Section 2.
Governors, Baffle Plates**

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

6/1/03	–	\$3.67
6/1/04	–	\$3.67
6/1/05	–	\$3.74
6/1/06	–	\$3.81
6/1/07	–	\$3.91

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

6/1/03	–	\$2.83
6/1/04	–	\$2.83
6/1/05	–	\$2.89
6/1/06	–	\$2.95
6/1/07	–	\$3.02

**Section 3.
Brakes–Lights**

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

6/1/03	–	\$4.12
6/1/04	–	\$4.12
6/1/05	–	\$4.20
6/1/06	–	\$4.28
6/1/07	–	\$4.39

**Section 4.
Towbars, Hook or Unhook**

(a) When a driver is required to hook up a towbar unit, the rate paid for each hookup in addition to his mileage rates shall be as follows:

Article 89

6/1/03	–	\$10.06
6/1/04	–	\$10.06
6/1/05	–	\$10.26
6/1/06	–	\$10.47
6/1/07	–	\$10.73

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

6/1/03	–	\$8.23
6/1/04	–	\$8.23
6/1/05	–	\$8.39
6/1/06	–	\$8.56
6/1/07	–	\$8.77

**Section 5.
Saddle or Bolster Mount**

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

6/1/03	–	\$12.07 (per deck)
6/1/04	–	\$12.07 (per deck)
6/1/05	–	\$12.31 (per deck)
6/1/06	–	\$12.56 (per deck)
6/1/07	–	\$12.87 (per deck)

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

6/1/03	–	\$12.07 (per deck)
6/1/04	–	\$12.07 (per deck)
6/1/05	–	\$12.31 (per deck)
6/1/06	–	\$12.56 (per deck)
6/1/07	–	\$12.87 (per deck)

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

6/1/03	–	\$10.06 (per deck)
6/1/04	–	\$10.06 (per deck)
6/1/05	–	\$10.26 (per deck)
6/1/06	–	\$10.47 (per deck)
6/1/07	–	\$10.73 (per deck)

**Section 6.
Full Mounts**

When a driver is required to dismount full mounts, the driver shall be paid as follows in addition to his regular wages:

6/1/03	–	\$21.79
6/1/04	–	\$21.79
6/1/05	–	\$22.23
6/1/06	–	\$22.67
6/1/07	–	\$23.24

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

**Section 7.
Drive Shafts**

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

6/1/03	–	\$2.83
6/1/04	–	\$2.83
6/1/05	–	\$2.89
6/1/06	–	\$2.95
6/1/07	–	\$3.02

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

6/1/03	–	\$2.83
6/1/04	–	\$2.83
6/1/05	–	\$2.89
6/1/06	–	\$2.95
6/1/07	–	\$3.02

**Section 8.
Batteries**

When a driver is required to install, remove and ship batteries, the rate paid shall be as follows for each physical battery as follows:

6/1/03	–	\$3.67
6/1/04	–	\$3.67
6/1/05	–	\$3.74
6/1/06	–	\$3.81
6/1/07	–	\$3.91

**Section 9.
Axle Shafts**

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

6/1/03	–	\$2.83
6/1/04	–	\$2.83
6/1/05	–	\$2.89
6/1/06	–	\$2.95
6/1/07	–	\$3.02

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

6/1/03	–	\$2.83
6/1/04	–	\$2.83
6/1/05	–	\$2.89
6/1/06	–	\$2.95
6/1/07	–	\$3.02

**Section 10.
Tandems**

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

Article 89

6/1/03	–	\$3.67
6/1/04	–	\$3.67
6/1/05	–	\$3.74
6/1/06	–	\$3.81
6/1/07	–	\$3.91

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

6/1/03	–	\$3.67
6/1/04	–	\$3.67
6/1/05	–	\$3.74
6/1/06	–	\$3.81
6/1/07	–	\$3.91

**Section 11.
Split Deliveries**

Drivers shall be paid a flat rate for each delivery after the delivery, except when the Employer pays the highest combination rate to the final destination, but in no event less than provided below:

6/1/03	–	\$5.47
6/1/04	–	\$5.47
6/1/05	–	\$5.58
6/1/06	–	\$5.69
6/1/07	–	\$5.83

**Section 12.
Dismounting Wheels**

When drivers are required to mount or dismount wheels with tires mounted, size 8 x 25 or larger, they shall be paid a flat rate per wheel per operation for such work as performed by the driver as follows:

6/1/03	–	\$3.54
6/1/04	–	\$3.54
6/1/05	–	\$3.61
6/1/06	–	\$3.68
6/1/07	–	\$3.77

**Section 13.
Installation of Mud Flaps**

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

6/1/03	–	\$3.54
6/1/04	–	\$3.54
6/1/05	–	\$3.61
6/1/06	–	\$3.68
6/1/07	–	\$3.77

**Section 14.
Deadheading**

It is understood that the driveaway minimum wage shall be computed upon the basis of the total miles traveled upon a given trip from and to the home terminal and the driver employee will be paid on not less than one-half (1/2) total mileage of such round trip, if other than public transportation is used. Regular mileage rates of pay shall apply to miles traveled in excess of miles driven on trip.

Section 15.

When a driver is required to hook or unhook heavy duty military towbars, the driver will be paid two (2) hours' pay at the current hourly rates.

**ARTICLE 90.
DAILY GUARANTEE**

Regular drivers who are called to work and put to work shall be guaranteed eight (8) hours' pay at the hourly rate, provided such drivers shall not be worked on a split shift but on consecutive trips, and the drivers make themselves available for the full eight (8) hours. Time available will start by the first (1st) trip pulled by the driver.

The subject matter of time off on a weekend for drivers shall be proper subject matter for Local Rider negotiations. Up to fifteen percent (15%) of the drivers working should be afforded the weekend off subject to proper notice and existing conditions. If the parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.

**ARTICLE 91.
MILEAGE RATE**

Section 1.

(a) Mileage rates in effect to June 1, 2003, shall be increased as follows:

Effective 6/1/03
0.000 cents per mile

Effective 6/1/04
0.000 cents per mile

Effective 6/1/05
1.000 cents per mile

Effective 6/1/06
1.000 cents per mile

Effective 6/1/07
1.250 cents per mile

(b) The minimum mileage rate effective June 1, 2003 shall be \$0.38650 per mile and shall receive negotiated increases. Mileage rates in effect May 31, 2003 will be frozen for all backhaul trips.

**Section 2.
Single Commercial Vehicles Over Two Tons**

(a) Rates for delivery of single commercial vehicles over two (2) tons or its equivalent in cubic inch engine displacement shall be the same as the towbar rates.

(b) Unless mutually agreed, all drivers participating in cross haul or backhaul traffic shall enjoy the higher of the two (2) rates as between their domicile rate and the applicable foreign rate.

**Section 3.
Slow Moving Vehicles**

(a) Drivers of tandem or slow moving vehicles other than passenger or commercial which must be driven at slow speed, shall receive no less than three cents

(3¢) per mile additional on the specified base rate used in computing such rates. This shall apply to vehicles which are not to be driven over forty-five (45) miles per hour, based on manufacturer's specifications. Vehicles shall be rated for purposes of pay rates to gross vehicle weight when delivered rather than as manufactured.

Ten Ton Vehicles

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

**Section 4.
Stripped Chassis**

On all movements where the driver drives stripped chassis, fifteen percent (15%) additional to all rates provided shall be paid. From November 1st to March 1st, an additional fifteen percent (15%) to be added to above rate on stripped chassis – total thirty percent (30%).

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

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

**Section 6.
Four-way Hookup Rate**

Four-way hookup rates shall be no less than thirteen and one-half percent (13 ½%) added to the double combination rates.

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

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

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

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

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

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

**Section 10.
Eight-way Hookup Rate**

Eight-way hookup rates shall be no less than twenty-two and one-half percent (22 ½%) added to the double combination rates.

**Section 11.
Extra Parts**

(a) Drivers shall receive two dollars (\$2.00) flat rate when handling freight up to 1,000 pounds or two cents (2¢) per mile for freight or parts exceeding 1,000 pounds with a minimum of two dollars (\$2.00) per trip. This shall not include the parts or accessories of or for the transported vehicles. The drivers shall not be responsible for damages or loss to the freight transported.

(b) When instructed, drivers delivering one (1) saddle or towbar including accessorial equipment to a freight dock via the consigned vehicle shall receive five dollars (\$5.00). In case of multiple saddles and/or towbars, including their accessorial equipment, drivers shall receive seven dollars and fifty cents (\$7.50).

**Section 12.
Hourly Rates**

(a) Hourly rates in effect for driveaway drivers as of 6/1/03 shall be increased as follows:

Effective 6/1/03	0 cents per hour
Effective 6/1/04	0 cents per hour
Effective 6/1/05	40 cents per hour
Effective 6/1/06	40 cents per hour
Effective 6/1/07	50 cents per hour

The minimum hourly rates for driveaway drivers effective June 1, 2003 shall be \$14.81 per hour and shall receive negotiated wage increases.

**Section 13.
Mileage Determination**

(a) In case of a dispute over mileage, same shall be computed over the route traveled by official AAA mileage. When AAA mileage is not current or available then the latest official state highway maps shall be used to determine the correct mileage. On routes where official mileage is not given by the methods above set forth, same shall be logged by the Union and the Employer, such findings to be final and binding. When route is logged, the starting point at origin shall be the main U.S. Post Office, and the ending point at destination shall be the main U.S. Post Office.

The Employer is to provide to the Local Union a copy of their mileage guide.

Whenever a driver questions the number of miles he is paid on a particular trip, upon request by him, the Employer will explain how the mileage was arrived at and over what highways.

Mileage Adjustment

(b) Mileages in effect on May 22, 1995 will not be adjusted except as a result of a dispute resolved under part (a) above, or of change in the highway system which has the effect of increasing or decreasing the shortest practical and legal truck route between points. Any increases or decreases in mileages will be given immediate effect. The affected Local Union will be given notice prior to any change in mileages being put into place.

Section 14.

Where percentage rates prevail, when driving motor vehicles, the amount received by employees shall be no less in amount than the above mileage rates.

Section 15.

The terms, conditions, and wage scales originating out of the Central, Southern and Eastern Area provided herein shall apply on all traffic through to final destination by driveaway, by one and the same carrier, or where original carrier has the same certificated operating rights.

Section 16.

Advances

The Employer shall allow advance monies to drivers to be limited to trip expenses only, the amount to be mutually agreed upon for every trip, such advances to be deducted from the driver's regular wages by the Employer, only at the time driver is paid for the trip. Advances may be issued in the form of checks or cash.

Section 17.

New Operations

Any new type of operation or manual function required to be performed that has factually not been performed in the past will be subject to renegotiation between the Local Union and the Employer involved and submitted to the appropriate Area Committee for approval.

If the Local Union and the Employer cannot reach a satisfactory agreement, then the matter will be submitted to the appropriate Area Committee whose decisions will be final and binding upon the parties involved.

Section 18.

The parties recognize that all vehicles released to the carrier shall be stored, parked, loaded and released by bargaining unit employees.

Section 19.

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

Section 20.

On trips decked at the terminal the supervisor must approve, in writing, at time of dispatch all over-height and over-length loads when the employee requests same. If the load is over-height and over-length, and the driver makes a reasonable effort to

deliver the trip, the driver shall not be held responsible.

The above shall apply to field decked trips that the driver is unable to get within height or length, so long as the driver notifies the Employer by phone.

**ARTICLE 92.
COST OF OPERATION**

Section 1.

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

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

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

Section 2.

The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by company insurance or workmen's compensation which are destroyed or damaged in a wreck or fire with company equipment.

**ARTICLE 93.
FLAT RATES**

The flat rates in effect 6/1/03 shall be increased as follows:

6/1/03	–	0.00%
6/1/04	–	0.00%
6/1/05	–	2.00%
6/1/06	–	2.00%
6/1/07	–	2.50%

**ARTICLE 94.
DRIVER UTILIZATION**

Section 1.

The parties agree that it is necessary to obtain maximum utilization of employees and therefore have mutually agreed to maximize return traffic. The purpose of such agreement is to:

- (a) operate the driveaway operation as efficiently as possible;
- (b) divert traffic presently being shipped by rail to the driveaway method of transportation;
- (c) attempt to reduce the increasing practice of customer pickup of traffic which can be handled by the driveaway method;
- (d) place the Employer in a better position to develop secondary traffic;
- (e) maximize the earning opportunity to driveaway personnel;
- (f) create better job security for employees in the driveaway industry; and,
- (g) increase the number of jobs resulting in the development of increased traffic moving by the driveaway method.

Section 2.

Multiple dispatches and overflow intercompany moves are to be worked out between the parties with each of the parties being treated equitably.

Section 3.

Overflow traffic will not be handled by a foreign driver with domiciled drivers on layoff. Any multiple dispatches and overflow moves are to be worked out between the Employer(s) and the Local Union(s) as Local Rider issues and must be ratified on both ends before implementation.

**ARTICLE 95.
DAILY, OVERTIME, AND MINIMUM, GUARANTEE**

Section 1.

(a) Eight (8) consecutive hours (exclusive of one-half (½) hour lunch period) shall constitute a standard workday. The lunch hour shall be taken in the middle of the shift, between the fourth (4th) and fifth (5th) hour on duty.

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

(b) All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 ½) the regular hourly rate, but not both.

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

(c) When one (1) or two (2) of the holidays designated herein occurs during an employee's scheduled workweek, the employee shall be paid time and one-half (1 ½) the regular hourly rate for all hours worked in excess of thirty-two (32) hours or twenty-four (24) hours, respectively.

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

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

(e) This Section shall not be construed as a guaranteed workweek.

Day Off

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

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

Section 2.

(a) Regular employees called to work shall be allowed sufficient time, minimum of one (1) hour, without pay, to get to the garage or terminal, and shall draw full pay from the time employees report or register in as ordered. All employees shall have a reporting time for duty which shall be designated at the end of the preceding day. If the employee reports for work, the employee shall be guaranteed eight (8) hours' pay in any one (1) day except on Saturdays and Sundays, holidays or seventh (7th) consecutive day, on which days the guarantee shall be six (6) hours in any one (1) day if put to work.

When an employee is called to work by a supervisor or dispatcher and cannot be reached, the supervisor or dispatcher will have a Union member, if one is available, verify the attempted call.

(b) Outside casual employees shall receive a minimum of four (4) hours' pay when put to work; provided, however, that if such employees work in excess of four (4) hours, then in such case the employees shall receive a minimum of eight (8) hours' pay. Such casual employees can only be used when regular employees are working in their respective shifts.

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(c) Road employees working extra pulling out cars shall be paid the hourly rate for actual time worked; provided, however, if they work four (4) hours or more, then in such case the employees shall receive a minimum of eight (8) hours' pay.

When drivers in one (1) tour of duty are utilized in the yard after having logged eight (8) hours, they will be paid at the rate of time and one-half (1 ½) for all hours worked in the yard.

When drivers have not logged eight (8) hours in one (1) tour of duty and they are utilized in the yard, they will be paid time and one-half (1 ½) after eight (8) hours.

This does not affect daily guarantee regarding road drivers.

(d) (1) The above guarantees shall not apply in case of strikes, work stoppages (including the closing of release gate), or Acts of God.

(2) When an employee is put to work and is sent home prior to completing six (6) hours' work because of the closing of the release gate, the employee shall be paid a minimum of six (6) hours' pay.

(e) Employees must be available for full employment to receive guarantees.

(f) Any regular hourly rated employees called to work before their regular starting time as set forth in the appropriate Local Riders shall be paid for their regular shift, and in addition shall receive the applicable overtime pay for work performed before their regular starting time. In no event shall an employee's starting time be changed in order to avoid payment of overtime. There shall be no pyramiding of premium pay for the purpose of overtime, and the employee shall be required to work the regular shift in addition to being called in early.

(g) The Employer will not use extra or casual employees for the purpose of depriving a regular employee of overtime.

(h) The Employer may utilize any qualified employee on any working board (except office) to supplement the work force in classifications of work in the Yard Agreement where the need arises from daily absenteeism and/or a daily emergency situation even though there may be employees on layoff. Road drivers shall be afforded such work on a voluntary basis.

Section 3.

(a) All employees working seven (7) consecutive days shall be paid double time for work performed on the seventh (7th) consecutive day. The rate of double the regular rate of pay shall be paid for work performed on Sundays and the following holidays:

Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, New Year's Day, Memorial Day, Good Friday and a personal holiday.

Premium pay for holiday work is in addition to the eight (8) hours' holiday pay provided for in Article 84.

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

Section 4.

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for employees. (Example: Tuesday through Saturday; Wednesday through Sunday).

It is understood that no employee on the current seniority roster as of the date of ratification can be forced to work a non-traditional workweek. This language does not prohibit employees on the current seniority roster as of the date of ratification from volunteering to work a non-traditional workweek schedule. This subsection does not prohibit a local union and an employer from negotiating terms and conditions for non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

Any employee hired on or after the date of ratification may be placed on a non-traditional workweek schedule without restriction.

It is understood that once non-traditional workweek is established and in effect at an operation, all work performed on the sixth (6th) day of the workweek shall be paid at one and one-half (1 ½) times the rate in effect and all work performed on the seventh (7th)

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day of the workweek shall be paid at two (2) times the rate in effect. This shall include employees on a traditional workweek of Monday through Friday as well.

Existing non-traditional workweek and premium pay agreements in effect as of the date of ratification shall remain in effect subject to the right of the parties to change by mutual agreement.

ARTICLE 96. HOURLY RATES AND CLASSIFICATIONS

Section 1.

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

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

Effective June 1, 2003	0¢ per hour
Effective June 1, 2004	0¢ per hour
Effective June 1, 2005	40¢ per hour
Effective June 1, 2006	40¢ per hour
Effective June 1, 2007	50¢ per hour

(b) Pull-out drivers and yard help.

Effective June 1, 2003	0¢ per hour
Effective June 1, 2004	0¢ per hour
Effective June 1, 2005	40¢ per hour
Effective June 1, 2006	40¢ per hour
Effective June 1, 2007	50¢ per hour

(c) Mounting and hookup employees.

Effective June 1, 2003	0¢ per hour
Effective June 1, 2004	0¢ per hour
Effective June 1, 2005	40¢ per hour
Effective June 1, 2006	40¢ per hour
Effective June 1, 2007	50¢ per hour

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Effective June 1, 2004, June 1, 2005, June 1, 2006 and June 1, 2007, the above rates shall be adjusted in accordance with Article 23 of the National Master Agreement.

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

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

Section 2. Shift Differential

A shift differential of five cents (5¢) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is 12:00 Noon or between 12:00 Noon and 6:00 A.M., however, existing Local Riders which reflect a different differential shall prevail.

Section 3.

If a night shift is established on a rail operation, adequate lighting shall be provided for loading and unloading.

A standing committee shall be appointed to inspect and decide if lighting is adequate.

The Employer agrees that no less than two (2) employees will be scheduled at the railhead whenever it is engaged in loading or unloading railcars, unless otherwise provided in any Local Rider.

Section 4.

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots).

Section 5.

The Employer shall furnish appropriate gloves to regular deckers, rail loaders and unloaders, with the understanding that the employee must turn in the old pair in order to receive a new pair.

The Employer shall furnish rubber gloves to regular fuel employees.

Section 6.

Where space is available, lockers will be furnished. Any dispute will be subject to the grievance procedure (applies to yard help only).

The Employer shall furnish lockers for all newly constructed facilities for regular yard employees.

Section 7.

Agreements may be negotiated by the Employer and the Local Union which modify the wage rates, incentives and other provisions set forth in the National Master Agreement and this Supplemental Agreement and Riders which will have the effect of permitting the Employer to acquire and retain work at plants, railheads, ports and other facilities subject to the approval of the affected membership prior to implementation.

**ARTICLE 97.
UTILIZATION OF EMPLOYEES**

Section 1.

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

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

Section 2.

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

**ARTICLE 98.
TERMINATION CLAUSE**

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2003, to be effective as of June 1, 2003.

FOR THE UNION

LOCAL UNION No. _____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

**CENTRAL AND SOUTHERN AREA
SUPPLEMENTAL AGREEMENT
NEGOTIATING COMMITTEE**

FOR THE UNIONS:

Carlow Scalf - Executive Assistant to the General President
Fred Zuckerman, Co-Chairperson
Earl Walker, Co-Chairperson

Dennis Bankhead
Rocky Blevins
Bob Bernat
Joe Eichelt
George Foster
Mark Frey
George Gerdes
J.D. Jackson
Scott Klingler
Leo Krug
Eddie Lander
Ron Layne
Walt Lytle

Louie Miller
Jimmy Neal
Ken Nelligan
Richard Parks
Frank Perkins
Billy Scott
Carl Simpson
Mike Sweeney
Brent Taylor
Avral Thompson
John Thyer
George Warner
Robert Watts

FOR THE EMPLOYERS:

James D. Osmer, Chairperson

Doug Braly
Joe Citarello
Jerry Clemens
Arland Corder
Jack Kochansky
Ron Lewis

Frank Prevatt
Ron Risher
Tom Ryan
Bob Sadler
Bob Thompson