

Central and Southern Area Supplemental

2008 Proposals

Article 36
Section 1 & 2

NO CHANGES

Section 3
Address, Phone Coverage

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

NO CHANGES

Section 2
Steward's Pay

(NEW) Increase Stewards Pay

Article 38
Section 1

NO CHANGES

Section 2
Terminal Layoff

(NEW) Upon notification of layoff employee may opt to take any unused vacation time in lieu of layoff.

The company will give employees a minimum of six (6) hours advance notice of a shift cancellation. ???

The company shall notify the employee no later than the end of his work shift that he is being put on layoff status for the next day.

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 agree. Failure to follow the above procedure within the times prescribed will result in the forfeiture of all seniority rights under this Agreement.

Section 3

NO CHANGES

Section 4

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

(NEW) For example: If a driver has the experience to drive and operate a truck, the company will provide training to load/unload the truck. (example: A lowboy driver will be offered the rack truck job under this article, and the company will train to operate the equipment.)

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 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.

(NEW) When reporting to an Article 38, Section 5 location, all drivers that report timely to the new location, will be arranged at the bottom of the seniority roster by: 1) Company seniority 2) order of seniority from previous terminal.

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.

Article 39

NO CHANGES

Article 40

DISCHARGE OR SUSPENSION

(NEW) There needs to be a provision in this article to make the company fill out a form to explain the investigation results and exact reason for discipline. The company needs to be held accountable for misusing this article.

Section 1

ACCIDENTS

(a) Major chargeable accidents after full investigation. Subject to discharge. **A major chargeable accident is one in which the costs exceed \$7,500.00.**

Section 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. **Employees will not have to provide a doctors excuse until after being absent for more than 72 hours.**

Section 3

CONDUCT

(a)-(d)

NO CHANGES

(e) Flagrant disobeying of orders.

1 st offense	-	Reprimand
2 nd offense	-	1-day layoff <u>Reprimand</u>
3 rd offense	-	Subject to discharge <u>Reprimand</u>
<u>4th offense</u>	-	<u>1-day layoff</u>
<u>5th offense</u>	-	<u>Subject to discharge</u>

Section 4

DAMAGES

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

1 st offense	-	reprimand <u>verbal warning</u>
2 nd offense	-	reprimand
3 rd offense	-	1-day layoff <u>reprimand</u>
4 th offense	-	3-day layoff <u>1-day layoff</u>
5 th offense	-	subject to discharge <u>3-day layoff</u>
<u>6th offense</u>	-	<u>subject to discharge</u>

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

NOTE: To be considered major damage, the loss must exceed \$~~2,000~~ 6,000, excluding any auction costs.

1st offense – subject to discharge after full investigation.

(3) pg 193

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~~ per year.

(NEW LANGUAGE IN SECTION 4)

Drivers required to make night pickups and/or night deliveries or mandatory S.T.I. shall not be held responsible for any cargo damage.

Drivers will not be charged with any damage that is caused by tree limbs.

Section 5-7

NO CHANGES

Section 8

MISCELLANEOUS

(b) Failure to meet all requirements of local, state, and federal laws.

Reprimands to layoffs and discharge in aggravated cases.

Provide a clear definition and examples of what constitutes an “aggravated” case of failing to meet all required local, state and federal laws (a mistake or error on a driver’s log should not meet this definition).

(c) ~~Making purchases of gasoline, oil, etc., at unauthorized station and/or unauthorized purchases other than emergencies.~~ Purchases of Fuel, oil, washer fluid, or additives at unauthorized stations is prohibited other than in an emergency.

DISCIPLINE TO BE SEPARATE

Section 9

NO CHANGES

Section 10

DISCHARGE FOR DISHONESTY SHALL INCLUDE THEFT OF SHIPPERS PROPERTY

3rd paragraph

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)~~ **thirty (30)** 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.

(NEW SECTION) Drivers will not be held responsible for changes or missing items for units that are required to be delivered STI or after hours.

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 applications for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, except in emergencies or proven necessity. Should the Employer require more than one (1) physical examination in any two

(2) year period, the employee will be paid for all time spent at the place of examination except in the case of the first (1st) physical. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor whose decision shall be final and binding on both parties. 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. **If the third (3rd) doctor's opinion is such that the Employee is fit for work the employee must be returned to work within seven (7) calendar days of such decision, if not the Employer shall be liable for all lost wages and benefits.**

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. **The Company will pay for any passport or background checks needed to perform the employee's duties.**

Article 42

LODGING

(NEW) There should be 1 and only 1 Master listing for lodging. Every terminal should have same list of motels with all available motels. Terminal managers should not be allowed to adjust list to benefit them.

(NEW) Have a committee established to inspect Hotels/Motels.

(NEW) No company rules that drivers cannot stay at Motel within 50 miles of home Domicile.

(Change the first sentence below to read:statutory rest period or has worked ten (10) hours and is away from his home terminal....

Comfortable, sanitary lodging, **with adequate parking** shall be provided by the Employer in all cases where an employee is required **needs** to take a statutory rest period away from his/**her** 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.~~

(NEW 2nd paragraph) The employer will provide forms that an employee can fill out to request an addition or deletion to the Corporate Lodging program. A local committee should be set up to address these individual places of lodging. Any dispute should be settled through the grievance machinery.

When an employee turns in a receipt for lodging where he/she has paid for said lodging, 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 employee.

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

Article 43

DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

Section 4

(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. **All equipment will be equipped with Jacobson or comparable engine retarding systems. The engine retarding system must be kept in fully operational condition at all times. If it has standard equipment, it must be operational and no restriction on states!**
Trucks must be able to run the speed limit.

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. (NEW wording for this paragraph) **All equipment will have sufficient lighting for night work. The night work lighting will be kept fully operational and maintained.**

Need a first aid kit at load facilities!!!

Provide a box for spill kit out the cab!

The company shall provide each truck with a working weatherproof high power flashlight.

Section 8

The drivers' room shall be heated in the winter and cooled in the summer.
Employer will provide facilities to do paperwork.

(NEW) All terminals, including satellites, will have drivers room with adequate facilities to do the drivers paperwork. They must also be equipped with indoor plumbing and a toilet, heating, air conditioning and a drinking fountain, all of which must be kept in proper working order by the Employer.

Article 44

REPORTING AND DISPATCH TIME

(NEW) Any grievant awarded a Dispatch Procedure or Seniority Claim due to a violation by the Company will be paid no less than eight (8) hours due to such violation.

Article 45

INSPECTION OF VEHICLES

Employees shall only be responsible for a walk-around cursory 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.

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. **A full and complete copy of the above defined rules shall remain posted and available at or near the Union Bulletin Board.**

(NEW) All Employer mandated policies, regulations and rules will be negotiated with the affected Local Union prior to being implemented.

Article 47

NO CHANGES

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~~ will treat each terminal and Local Union involved equitably, this will include, but not be limited to an equal exchange of loads and mileages.

(NEW paragraph 1) Clarify until all available domiciled drivers have been given a work opportunity.

(NEW) All competitive loads must be bayed in one line.

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~~ offered at dispatch 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. Exclude city loads, shuttle loads and slip seat loads from the twenty percent (20%) calculation of a terminal's loads for dispatching foreign and/or transit drivers.

(NEW) Secondary marketing traffic thirty percent (30%) to domicile drivers for headhaul and other loads to be counted as trips to foreign drivers for equalization of trips.

Article 48 to apply to driveaway.

Section 1 paragraph 5

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 driver may be deadheaded to a terminal that has drivers on layoff.

Section 1

(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~~ 35.00 each day for meals while working out of that terminal and will be provided with a load in the direction

of the foreign terminal in order to get him/her to that location, and will be given a load in the direction of his/her home terminal at the conclusion of the assignment, in both instances irrespective of the dispatch procedures in effect.

Owner/operators will be paid this per diem separately from their truck check and it will be deducted.

(NEW 2nd paragraph)

Drivers accepting this voluntary assignment may elect to return to their home terminal after seven (7) days and may not be forced to stay for more than 29 days.

Section 3

(NEW) All backhauls from foreign terminals (to include all loads in a tour of duty) shall pay a minimum of not less than the daily guarantee.

(a) Any driver may be dispatched with a trip **that is the closest to (but not farther than the pickup point)** toward his/her home terminal regardless of dispatch procedure at the foreign 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. **Overflow loads will be equalized, one-for-one, over a ninety (90) day period. Any Employer who fails to equalize loads one-for-one over a ninety (90) day period will not be permitted to utilize this Article until such equalization is completed.**

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

NO CHANGES

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.

Article 51
VACATIONS

Section 1

(a) (NEW) A vacation of six (6) weeks after being employed for twenty-five (25) years. Two (2) weeks of vacation can be taken one (1) day at a time.

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.

Section 3

(NEW) The Employer will allow a minimum of twenty percent (20%) of its employees to be on vacation at any given time.

Article 52
HOLIDAYS

(NEW) Add Martin Luther King Day and New Years Eve as observed holidays.

Section 1

(NEW) Change 6 month on the job injury to 12 months to gain holiday pay. Drivers performing work on holidays will be paid 8 hours in addition to holiday pay.

Employees to be paid an additional 4 personal days.

Owner operators to receive the benefits of this section, to be paid by the company at the companys expense, not to be deducted from the brokers check.

Section 2

Employee who works either 30 days prior or 30 days after a Holiday qualifies for Holiday pay. If any holiday falls within the thirty (30) day period following work during the same thirty (30) day period but did not receive any holiday pay, 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 Agreement. An employee who is 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

(NEW) Money to maintain current health and welfare benefits each year of the agreement.

(NEW) The Employers are required to report work history of employees on a weekly basis to the Central States Health and Welfare and Pension Fund. The work history is required to be reported and received by the Funds by the Friday subsequent to the week in which the work was performed. The Employer must report in the proper and required format.

Maintain current benefits with no employee co-pay on contributions.

(a) (NEW addition) The Company shall make contributions to the Fund for 6th and 7th day worked in each week for the driver. These payments to be used to pay benefits while driver is on layoff, to continue coverage.

(NEW) The Employer shall be required to transmit eligibility information on a daily basis to the appropriate fund for all employees who performed work or were available for work that day.

(NEW) The Employers are required to report work history of employees on a weekly basis to the Central States Health and Welfare and Pension Funds. The work history is required to be reported and received by the Funds by the Friday subsequent to the week in which the work was performed. The Employer must report in the proper and required format.

Article 54

PENSION

(NEW) All days worked to be paid into Pension not just 5 day limit (ex: work 7 days a week, 7 days into pension.

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' room and mechanics break rooms, where they exist, will be kept clean, insect and rodent free. Such rooms will have adequate heat and air.

(NEW) Must provide for adequate size drivers room.

Section 2
Pay Shortages

(NEW) To be paid each week.

Section 5
(Add break after 8th hour when working 10 hr. shift.

Article 56-57

NO CHANGES

(NEW) Flat or zone rates for local deliveries on strap or soft tie equipment to be negotiated national or local.

ADD new language: For training on new equipment as "strap" equipment.

Article 58

Section 1

Loading Rate

Higher pay for straps.

Premium pay for loading commercial vehicles.

Employer shall provide yard help any time units are being loaded.

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)~~ **five dollars (\$5.00)** for each car improperly bayed.

Section 4

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

A driver will not be held responsible for ~~unavoidable~~ damages, accidents or fines resulting from required loading, unloading or reloading of public streets. **The employer shall provide a safe unloading location.**

Section 5

Pickup at Plant **or Shipyards at Ports**

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. **Increase shift premium.**

Section 6

2nd paragraph 5th line

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) **ten dollars (\$10.00)** per vehicle for such additional work, each time he performs such work.

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. No driver will be required to leave the yard with an over-height, over-length, over-weight or over-capacity load. No driver will be required, coerced, intimidated or cajoled into violating any federal, state or local code, rule or regulation.

Section 8

A driver shall be paid five dollars (\$5.00) for all salvaged items when requested by the Employer to return same. Driver is relieved of any responsibility in the event the salvaged item being returned cannot be secured from theft while being transported.

Section 10

Vans or buses, used in ~~dealer driveaway programs~~, owned by the Employer in any part of their operation to carry bargaining unit personnel 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 air fare, same as ~~driveaway drivers~~

(a) 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 transportation, unless approved by the Union.

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

(c) If the employer utilizes a rental car to return the employee to their home terminal on trips of less than three hundred (300) miles, the employer will be responsible for the cost of the rental car and compensate the employee for all hours driving.

No driver shall be required to personally rent transportation under any circumstance.

(NEW section)

Company shall supply coveralls winter and summer to all drivers. Winter coveralls shall be comparable to Car-Hart.

Article 59

Section 1

(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, and delay arising out of breakdown of tractor and/or tire failure is to be excluded.

When the owner-driver is delayed the truck will be paid detention time, at the rate of sixty dollars (\$60.00) per hour for all hours above allocated time in the contract.

Equipment Shopping

Employer shall provide transportation to and from the shop.

Section 3

Layovers, Breakdowns or Impassable Highways

(NEW) All necessary delay time at US-Canada or US-Mexico border crossing to be paid hourly.

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.

(NEW) Increase car cover installation.

Section 7

Split Deliveries

(NEW) All over-weight, over-length, and/or over-height citations received by any driver which results in increases to personal automobile insurance premiums shall be corrected by the company ASAP. The employee shall be reimbursed for all overcharges and/or increased premiums.

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 all drivers 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~~ **If this results in the unloading and reloading of any vehicles the driver will be paid five dollars (\$5.00) for each unit unloaded and reloaded.**

When a driver makes multiple deliveries in a city or metropolitan area, the Employer shall pay him for all mileage traveled within the city for the second (2nd) and all subsequent drops.

(NEW Section) Driver shall be paid an additional ¼ hour for filling out company required documents in the event the required company requested documentation needs to be transferred from one form to another.

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,~~ **report to work at the regularly scheduled start time, shall be guaranteed eight (8) hours pay at the applicable rate,** 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~~ **If a driver wants time off work on a Saturday, Sunday, holiday or wants a scheduled day off, the driver must submit a seventy-two (72) hour notice to the Employer in writing for such time off. The Employer will permit up to twenty-five percent (25%) of the working board to be off, and the system of applying the twenty-five percent (25%) is to be handled locally. Up to fifteen percent (15%) of the drivers**

working should be afforded the weekend off subject to proper notice and existing conditions.

Article 61

Section 5
Filler Loads

(NEW lang.) No shuttle, city or metro zone traffic shall be used as filler load traffic.

(c) 4th paragraph -- Adding of additional vehicles to the original load may be done at only one (1) intermediate pick-up point/stop, and a maximum of four (4) vehicles only may be added, **with the first (1st) delivery point being a minimum of fifty (50) miles from the intermediate point.**

Section 15
Update paid routes.

Delete paragraph (a) and replace with: In case of a dispute over mileage, it shall be calculated from address of terminal to address of dealer.

Section 21
Turnpikes and Toll Roads

Add: The Employer shall supply toll cards.

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 **and negotiate to conclusion any** the effect of the change.

Article 62

Section 1
Owner-operators Fleet Equipment

Add: Guarantee all owner operators leases will remain in effect for the duration of the contract.

Section 2

(c) Add : The Employer must purchase equipment from driver after 30 days of notification of cancellation. 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 4

(a) Increase the "per running mile" and "per mile". At today's cost, just for fuel it cost .65¢ per mile and .42¢ per mile to operate/maintain a truck = \$1.07 per mile and that just covers the cost, no profit. Article is very outdated with today's rising fuel costs.

(i) Add: If surcharge is being paid by the shipper, the company will pay the broker weekly, with the trip # at the time the broker receives the revenue.

PART III – LOCAL

Article 64

REDUCTION OF BOARD

Formula for calling back laid off employees when overtime is being used to prevent the company from calling someone back.

Article 65

DAILY, OVERTIME, AND MINIMUM, GUARANTEE

Driver must protect his bid, whether or not he was called in early.

Section 1

(f) 2nd paragraph – 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%)~~ **twenty-five percent (25%)** of the working board to be off and the system of applying the ~~fifteen percent (15%)~~ **twenty-five percent (25%)** is to be handled locally.

Section 2(d)2

Where employee is put to work and is sent home prior to completing ~~six (6)~~ **eight (8)** hours' work because of the closing of the release gate, he shall be paid a minimum of ~~six (6)~~ **eight (8)** hours' pay.

Section 3

(a) **Add: Employees will be paid holiday pay in accordance with their scheduled amount of Daily work hours in which the holiday occurs.**

Article 66

Section 7

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots). **Outside winter clothing shall be comparable to Car-Hart and to include coveralls.**

Article 68

Section 1

Change the industry wide one week hold back.

(NEW Article)

Drivers shall be reimbursed for all tolls incurred where the route is proven shorter or more feasible to travel.

PART IV - GARAGE

Article 71

Section 2

(d) Garage employees shall receive three (3) working days' advance notice of a normal layoff. **When a garage employee is laid off, all overtime worked by the remaining garage employees shall count toward recalling the laid off**

employee. (Ex. 40 hours of overtime in one week would recall one (1) employee).

Article 72

Section 1

Add: Flex work week shall be paid double time for 6th and 7th day.

Section 7

(b) 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%)~~ **twenty-five percent (25%)** of the working board to be off and the system of applying the ~~fifteen percent (15%)~~ **twenty-five percent (25%)** is to be handled locally.

Article 73

Section 1

Create a new classification master tech – try to get additional work in the shops with quality technicians.

Section 5

Add gloves to language.

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. **Company should replace tools with like or same tools, not cheap or after market tools.**

Section 8

Tool insurance of a minimum of \$15,000.

Section 11

Five percent (5%) increase each year of contract.

Add 2nd sentence: This tool allowance is to be considered a non-taxable reimbursement.

Add as NEW Section 11

The employer shall keep yard vehicles and equipment in safe operating condition. Where vehicles are required to operate on public roadways, they shall be properly insured, registered and state inspected where required.

(NEW)

Company to give shoe allowance when they require employees to wear a certain type of shoe (ex. Steel toe).

PART V – DRIVEAWAY

Article 84 HOLIDAYS

Section 2 3rd paragraph

Drivers performing work on the holidays stated above shall be paid a total of ~~four~~ **(4) eight (8)** 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)~~ **sixteen (16)** straight-time hours.

Drivers will receive ~~twelve (12)~~ **sixteen (16)** hours' pay when driving on the named holiday in addition to compensation for miles driven.

In 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)~~ **eight (8)** hours holiday pay.

Section 3

Change thirty (30) days to sixty (60) days.

Article 87

RETURN TRANSPORTATION

ADD NEW : When driver is assigned an original or subsequent flight and flight has been cancelled by airline and there are no available flights, driver should be compensated for all time driver is delayed thru no fault of his own.

Section 2

Delete 1 hour

Delete 2 hours in 2.2

Change \$50.00 to \$200.00

(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 fairfare. **If the Employer elects to return an employee on a cheaper flight, rather than the quickest, then the employee must be returned to the home terminal city in time to take the 10 hour mandatory rest period prior to dispatch beginning or be compensated eight (8) hours for missed day's work.**

Article 88

PAID-FOR TIME

(NEW) Loads that cross between the US and Canada, or vice versa, that have custom papers or paperless, shall pay a minimum of one (1) hour for border crossing.

Article 89

ACCESSORIAL CHARGES

Section 11

Split Deliveries

Pay highest mileage rate through final destination.

Article 91

MILEAGE RATE

All time spent when fueling, min ¼ hour.

Return rates same as outgoing rates.

Section 1

All drivers at all terminals to make the same rates for both home terminal and back-hauls (increase to highest rate in the system).

(c) NFW – There shall be an additional twenty-five percent (25%) mileage pay on any loads over seventy-five (75) feet or any loads over eighty thousand (80,000) pounds.

Section 3

(b) Additional pay of nine point two cents (0.092) per mile for loads that cannot maintain 45 miles per hour on level ground. This would be a slow vehicle reimbursement for time lost revenue due to slow vehicle.

Section 13

(a) Mileage determination -- paid miles should be determined by the Company's practical mileage program from point of origin to final destination point. Drivers should be given mileage determination and routing when dispatched.

Section 20

(ADD NEW after 1st paragraph)

When receiving paperwork for all trips, all height, length, axle weight must be on paperwork to inform driver and Company of trip dimensions.

(NEW ARTICLE)

Company shall provide two (2) pair of light weight coveralls for the summer months and one (1) pair of insulated coveralls for the winter months. Said coveralls shall be made in the USA with the Teamsters Logo embroidered on them.

(NEW ARTICLE)

All movement of used equipment must be P.D.I. at a Certified "Dealer" prior to movement and must have top air shield (fairings) and exhaust removed.

(NEW ARTICLE)

Education paid classes. Company to provide educational classes on all new and current model car haulers chassis, drive train and all components. To stop "warranty" outside work/hire mechanics.

There needs to be language added to the Agreement under appropriate Article making company responsible to have a National Account set up for rental cars so the Driver doesn't have to use personal credit card to obtain transportation to get home due to breakdown or accident.

**CENTRAL AND SOUTHERN AREAS
SUPPLEMENTAL AGREEMENT
PROPOSALS
(c) LOCAL**

Article 64; Add new 3rd paragraph;

Anytime a yard employee is on layoff, all overtime worked by the remaining yard employees shall count toward the recalling of the laid off employee. (Ex: forty (40) hours of overtime worked in one (1) week would recall one (1) employee from layoff status.

Article 65, Section 1 (f); Change 2nd paragraph to read;

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 ~~five~~ percent (15%) twenty-five percent (25%) of the working board to be off and the system of applying the ~~five~~ percent (15%) twenty-five percent (25%) is to be handled locally.

Article 65, Section 2 (d)(2); Change to read;

(2) Where employee is put to work and is sent home prior to completing ~~six (6)~~ eight (8) hours' work because of the closing of the release gate, he shall be paid a minimum of ~~six (6)~~ eight (8) hours' pay.

Article 65, Section 3 (a); Change 2nd paragraph to read;

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

Article 66, Section 1;

All monetary increases to be identical to truckaway.

Article 66, Section 2; **Hourly Rate Increases;**

All monetary increases to be identical to truckaway.

Article 66, Section 4;

All monetary increases to be identical to truckaway.

Article 66, Section 7; Change to read;

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

Article 68, Section 1; Change to read;

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.~~

**CENTRAL AND SOUTHERN AREAS
SUPPLEMENTAL AGREEMENT
PROPOSALS
(d) GARAGE**

Article 71, Section 2 (d); Add new 2nd paragraph;

Anytime a garage employee is on layoff, all overtime worked by the remaining garage employees shall count toward the recalling of the laid off employee. (Ex: forty (40) hours of overtime worked in one (1) week would recall one (1) employee from layoff status.

Article 71, Section 4; Change to read;

A current seniority list, complete with classification date and 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; Change 5th paragraph to read;

Time and one-half (1 1/2) 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 and/or seventh (7th) day.

Article 72, Section 7 (b); Change to read;

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%) twenty-five percent (25%) of the working board to be off and the system of applying the fifteen percent (15%) twenty-five percent (25%) is to be handled locally.

Article 73, Section 1; Add new classification;

Master technician

All monetary increases to be identical to truckaway.

Article 73, Section 5; Add NEW 3rd paragraph;

When an employee is required to wear a specific type of shoe/boot (i.e. Steel Toed), the Employer will reimburse the employee for the entire cost.

Article 73, Section 5; Change 4th paragraph to read;
If mechanics are required to go outside, the Employer will furnish gloves, rain gear and boots or rubbers.

Article 73, Section 7; Change to read;

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

Article 73, Section 8; Change to read;

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)~~ **fifteen thousand dollars (\$15,000.00)**. The mechanic must submit a signed, written and dated inventory to management in order to qualify for this Insurance coverage, subject to Employer verification.

Article 73, Section 11; Tool allowance; Change to read;

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. **This tool allowance is to be considered as a non-taxable allowance.**

All monetary increases to be identical to truckaway.

Article 74; Add new Section 3;

The employer shall keep all maintenance vehicles and equipment in safe operating condition. Where vehicles are required to operate on public roadways, they shall be properly insured, registered and state inspected where required.

**CENTRAL AND SOUTHERN AREAS
SUPPLEMENTAL AGREEMENT
PROPOSALS
(e) DRIVEAWAY**

Article 83, Section 1 (b)(1); Delete in its entirety and renumber Section;
~~Employees must be eligible for three (3) or more weeks vacation.~~

Article 84, Section 2; Change 3rd, 4th and 5th paragraphs to read;

Drivers performing work on the holidays stated above shall be paid a total of ~~four (4)~~ eight (8) 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)~~ sixteen (16) straight-time hours of holiday pay.

Drivers will receive ~~twelve (12)~~ sixteen (16) 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)~~ eight (8) hour holiday pay.

Article 84, Section 3; Change to read;

If any holiday falls within the ~~thirty (30)~~ sixty (60)-day period following the employees' layoff due to lack of work, and such employees are also recalled to work during the same ~~thirty (30)~~ sixty (60)-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)~~ sixty (60)-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 87; Section 2 (c); Change to read;

(c) (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.

If the Employer elects to return the employee on a cheaper flight, rather than the quickest, then the employee must be returned to the home terminal city in time to take the ten (10) hour mandatory rest period prior to dispatch beginning or be compensated eight (8) hours for a missed days' work.

Article 87; Section 2 (d)(1); Delete the following;

(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.

Article 87; Section 2 (d)(2); Change to read;

(d) (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.

When a driver is assigned an original or subsequent flight and the flight is cancelled by an airline and there are no other available flights, the driver will be compensated for all time the driver is delayed.

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~~ **\$200.00**, the Employer will give the driver the flight of his/her choice, provided the extra cost does not exceed the ~~\$50.00~~ **\$200.00**.

Article 87; Section 2 (e); Change to read;

(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~~

\$200.00 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.

Article 88, Section 1; Change to read;

Drivers reporting for ~~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.~~

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

Article 88, Section 2; Change 1st paragraph to read;

When drivers are delayed through no fault of their own, such as weather conditions, waiting over weekends and/or holidays, impassable highways, delays at US-Canada or US-Mexico border crossings 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.

Article 91; Change as follows;

Section 1.

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

All monetary increases to be identical to truckaway.

	Article
Effective 0.000 cents per mile	6/1/03
Effective 0.000 cents per mile	6/1/04
Effective 1.000 cents per mile	6/1/05
Effective 1.000 cents per mile	6/1/06
Effective 1.250 cents per mile	6/1/07

~~(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.~~

Negotiate mileage rates at all locations to be equal to the rates being paid at the Springfield, Romulus and Flint terminals. Negotiate that the backhaul rate is equal to the headhaul rate of pay. Negotiate that any load over seventy-five (75) feet long or over eighty (80) thousand pounds pay a twenty-five percent (25%) premium over the highest mileage rate.

<u>MILES</u>	<u>SGL/2W/3W</u>	<u>4W</u>	<u>5W</u>
<u>0-800</u>	<u>.56050</u>	<u>.60875</u>	<u>.66665</u>
<u>801-1600</u>	<u>.47650</u>	<u>.51635</u>	<u>.56417</u>
<u>1601-over</u>	<u>.47150</u>	<u>.51085</u>	<u>.55807</u>

Section 3(a); Change to read;

(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 nine cents (.09) per mile additional on the specified base rate used in computing such rates. This shall apply to vehicles loads that cannot maintain a speed of which are not to be driven over forty-five (45) miles per hour on level ground, based on manufacturer's specifications. Vehicles shall be rated for purposes of pay rates to gross vehicle weight when delivered rather than as manufactured.

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

All monetary increases to be identical to truckaway.

The minimum hourly rates for driveaway drivers effective June 1, 2003 shall be \$14.84 ~~\$14.84~~ **\$20.23** per hour and shall receive negotiated wage increases.

Article 91, Section 13 (a); Change to read;

(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.~~ **used by Rand-McNally-TDM, Inc. Milemaker Guide program that is in effect at the time the dispute arose. The mileage shall be calculated from the address of pickup point to the address of delivery point using the "Practical Routes With State Mileage Breakdown."**

Article 91, Section 20; Add new 2nd paragraph;

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 driver must be given paperwork on all trips that includes the height, length and axle weights for that load.

Article 93; Flat Rates;
All monetary increases to be identical to truckaway.