

**EASTERN AREA SUPPLEMENTAL AGREEMENT
SUMMARY OF AGREED TO CHANGES**

PART I - GENERAL, TRUCKAWAY, YARD AND SHOP OPERATIONS

ARTICLE 38, SECTION 2(a) - LOSS AND RETENTION OF SENIORITY

Revise Section 2(a) as follows:

(a) An employee shall lose his seniority rights:

(1) if he quits his job;

(2) if he is discharged;

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

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

(5) if he fails to meet requirement in the payment of dues; or,

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

~~(7)~~(6) if he is recalled to work after a reduction in the working forces or a layoff and does not report for work within seven (7) days (fourteen (14) days if the employee is gainfully employed and not receiving unemployment compensation benefits) from the date of the receipt of a letter sent by the Employer to the employee's last known address by certified or registered mail, return receipt requested, he will be considered to have quit his job. If such letter is returned to the Employer, the Employer shall have no further responsibility under this Section. An employee must advise the Employer within three (3) days (seven (7) days if employee is gainfully employed and not receiving unemployment compensation) after receipt of such notice of his intention to return to work. Notice of the recall shall be given to the Union at the same time such notice is sent out. Such recall shall be to work from the home terminal unless otherwise agreed by the Union.

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

ARTICLE 38, SECTION 4 - POSTING OF LISTS

Add the following to the end of Section 4:

Address, phone change.

It shall be the responsibility of each employee to notify the Employer, in writing, of home address, home phone, and cell phone number changes.

ARTICLE 40, SECTION 1 - GRIEVANCE MACHINERY - JOINT ARBITRATION COMMITTEE

Revise Section 1 as follows:

The Employer and the Unions parties to this Agreement shall together establish for the duration of this Agreement, the Eastern Area Automobile Transporters Joint Arbitration Committee. Any panel of the Joint Arbitration Committee hearing a case shall consist of ~~five (5)~~ three (3) designated representatives of the Employers and ~~five (5)~~ three (3) designated representatives of the Unions who are parties to the Agreement, including the secretary of the Union Committee, and the secretary of the Employer Committee as well as their respective chairman. If there are not ~~five (5)~~ three (3) representatives of the Employers and ~~five (5)~~ three (3) representatives of the Unions available, the co-chairman, by mutual agreement, may reduce the panel, but not below two (2) representatives of the Employers and two (2) representatives of the Unions, parties to this Agreement.

ARTICLE 40, SECTION 2 - GRIEVANCE MACHINERY - FUNCTION OF JOINT ARBITRATION COMMITTEE

Revise Section 2 as follows:

It shall be the function of the Eastern Area Automobile Transporters Joint Arbitration Committee to settle disputes and grievances which cannot be settled in accordance with

Section 4 of Article 7. The Eastern Area Automobile Transporters Joint Arbitration Committee shall meet regularly ~~monthly~~, except where mutually agreed by the Joint Arbitration Committee, and shall formulate Rules of Procedure to govern the conduct of its proceedings. All meetings of the Joint Arbitration Committee must be attended by each member of such Committee or his alternate. If, for any reason, either party feels that the situation warrants it, either party shall have the right to request that their respective chairmen ~~secretary~~ convene a special meeting of the Joint Arbitration Committee, within five (5) days, excluding Saturdays, Sundays and holidays, after notice is given to the two (2) co-chairmen ~~secretaries~~ or their representatives. A decision by a majority of the panel of the Joint Arbitration Committee shall be final and binding on the parties and employee(s) involved with no further appeal. Failure of either party involved to comply with any final decision of a panel of the Joint Arbitration Committee shall give the other party the immediate right to all legal and economic recourse.

ARTICLE 42 - USE OF OUTSIDE EQUIPMENT

Revise Article 42 as follows:

Section 1.

Recognizing the need for maximum utilization of equipment, it is agreed that equipment from other terminals of the same company may be used consistent with Article 39, or as set forth below:

(a) In the event a driver is dispatched into a foreign terminal on a multiple trip assignment on a voluntary basis, he shall comply with the local dispatch rules which prevail at that terminal.

~~(b) Any Employer and/or Employers who utilize drivers by sending said drivers into a given terminal other than their own to pick up one (1) trip will meet with the Local Union and/or Local Unions involved for the purpose of reaching an agreement on how to offer the work opportunity involved between the drivers of the affected terminals.~~

The following involved parties shall established ~~rules which~~ will provide for the following principles:

(1) the driver is to be dispatched in the direction of and closest to his home terminal when possible; and/or

(2) an area designated by the parties as a "free zone"; and/or Once dispatched from his home terminal, a driver may be required to pull a trip or trips away from the direction of his home terminal; provided, however, that he will be dispatched in

a manner, that will enable him to be back at his home terminal no later than the completion of his fifth (5th) tour of duty. The foregoing will not preclude a driver from voluntarily picking trip during any tour of duty which cause him to not be returned within such time period. If a driver is forced to take any dispatch during such a tour of duty which causes him to run out of hours on the road, he will be compensated for all time spent picking up hours. It is understood that a driver will operate in a fashion which maximizes his available hours of service. Nothing herein will preclude a driver from being required to pull more than two trips from the same location within such a tour of duty.

(3) a trip predesignated by the Employer at the driver's home terminal.

~~Dispatch rules shall be worked out between the Local Union and/or Local Unions and the Employer and/or Employers regarding the dispatch to effectuate the principles set forth in subsection (b). However, any agreement reached pursuant to subsection (b) shall not become operative until such time as the dispatch rules are agreed to between the Local Union and/or Local Unions and the Employer and/or Employers involved at any particular operating point or points. In the event the parties are unable to reach an agreement it will be subject only to the Eastern Area Automobile Transporters Joint Arbitration Committee and National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Section 9 (a) of the National Master Automobile Transporters Agreement.~~

Disputes arising under this Article will be subject to review only by the Eastern Area Automobile Transporters Joint Arbitration Committee and National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Sections 9(a) and 13 of the National Master Automobile Transporters Agreement. If such Committee is deadlocked on any dispute raised, this Article 42 shall become null and void and the parties shall revert back to the Article 42 language of the 2003 through 2008 contract.

~~It is further agreed that Article 42 shall become inoperative to an operation of the Employer on any day that there are not enough loads to dispatch the available drivers with terminal seniority dates of two (2) or more years. Absent an agreement with the Companies and Local Unions involved, t-There will be no trip leasing between two (2) different companies when drivers are on layoff at the company doing the leasing.—This paragraph does not apply to approved competitive backhaul runs or when an Employer or two (2) different Employers and two (2) different Local Unions mutually agree.~~

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. It is understood that this constitutes only a temporary suspension of the restrictions on backhauling when drivers with two (2) years seniority are on layoff. The parties agree that the Teamsters National

Automobile Transporters Industry Negotiating Committee may reopen the terms of this Article if the Committee determines that the status of the industry has substantially improved as compared to the date of the ratification of this Agreement. Any such notice must be given at least sixty (60) days prior to the May 31st anniversary dates set forth in Article 35 of this Agreement. The Teamsters National Automobile Transporters Industry Negotiating Committee reserves the right to take economic action if the parties are unable to agree to modifications of this Article.

Section 2.

Any equipment of the same Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid in accordance with the mileage rate and terminal additive of the contract 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.

~~Any equipment of the same Employer utilized in accordance herewith shall be operated by drivers who shall be paid premium pay where applicable as established by past practice.~~

Any equipment of another Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid in accordance with the mileage rate and terminal additive in accordance with this Agreement.

Any equipment of the same or another Employer utilized in accordance herewith shall be operated by drivers who shall be worked and paid premium pay where applicable, in accordance with this Agreement, but not limited to trips originating on Saturdays, Sundays or the 6th and 7th day as outlined in Article 46, Section 4 and holidays.

Section 3.

In the handling of traffic from terminals not covered by this Agreement, the driver shall be worked and 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.

In handling of traffic from terminals not covered by this Agreement, the drivers shall be worked and paid premium pay where applicable as established by past practice.

Section 4.

Temporary Transfer Boards

An employer may establish a bid board at any location for drivers to make themselves available for transfer to another terminal location on a temporary work assignment for a

period of seven to thirty days, when supplementing of the board at the location is required due to temporary increases in traffic demand. Such drivers will work off the bottom of the board at the temporary transfer location, subject to the rules and conditions in effect at that terminal. The employer shall not require more than 10% of the locations total seniority list to be assigned to such boards at each location.

While on temporary transfer, the driver shall be entitled to motels and meals starting with his first dispatch from the foreign terminal.

Meals will be paid as follows:

<u>Breakfast</u>	<u>\$9.00</u>
<u>Lunch</u>	<u>\$10.00</u>
<u>Dinner</u>	<u>\$12.00</u>

When less than a full day is involved enroute from the location of the temporary transfer back to or toward his home terminal meals shall be paid as follows:

(a) A driver dispatched from temporary transfer terminal prior to 12:00 noon shall receive \$9.00.

(b) A driver dispatched from temporary transfer terminal after 12:00 noon but before 5:00 p.m. shall receive \$19.00.

(c) A driver dispatched from temporary transfer terminal after 5:00 p.m. shall receive \$31.00.

Section 5. **System Transit Driver Boards**

An Employer may establish a bid board at any location for drivers who will operate as system transit drivers on separate work assignments consisting of tours of duty of up to three successive weeks at a time, during which tour of duty they will be routed and dispatched through the Company's central dispatch department. Bidding for such boards will be voluntary, and such boards will be re-bid every six months. Such boards will be limited in size at each location to 10% of the location's total seniority list.

System transit drivers will work in the Company's system for up to three weeks per tour of duty, and thereafter will be entitled to time off at their home terminal location. During each tour of duty system transit drivers will be dispatched in a manner to maximize their loaded miles, but will be limited to no more than two successive trips out of the same terminal locations; and will operate in a manner to maximize their available hours of

service.

ARTICLE 45, SECTION 1(c) - TERMINAL ADDITIVE - LOADING AND PREPARING FOR TRIP

Add the following to Section 1(c):

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

ARTICLE 46, SECTION 1 - PAID-FOR TIME - CALL-IN TIME

Revise Section 1 as follows:

Drivers specifically called to work in accordance with the dispatch system prevailing in the terminal shall be allowed a maximum of two (2) hours, without pay, to get to the garage or terminal, unless otherwise provided in Local Riders. When called to work and reporting, drivers shall be guaranteed eight (8) hours' pay at the appropriate straight-time rate from Monday through Friday or non-traditional workweek. It is understood that the Employer has the right in affording drivers the eight (8)-hour guarantee to couple loads, ~~providing this is not in violation of the dispatch system.~~ All employees must have a telephone so that they may be notified when necessary. The Employer will pay for local calls, but all out-of-zone calls will be made on a collect basis. The Employer shall pay for all toll calls when driver is instructed to call for a return load and shall use the Watts line when available.

ARTICLE 46, SECTION 4 - PAID-FOR TIME - PREMIUM PAY

Revise Section 4 as follows:

~~(a) Contract Carrier--At all terminals, the Employer will pay all employees who start and finish their day's work on a Saturday, other than a holiday, one and one-half (1 1/2) times their normal rate of pay for such work. The Employer will pay all employees who start and finish their day's work on a Sunday two (2) times their normal rate of pay for such work.~~

~~Drivers dispatched on a straight-time day will be paid straight time for the entire trip.~~

~~Drivers dispatched on a day regularly paid at time and one-half will be paid trip and one-half for the entire trip.~~

~~Drivers dispatched on a day regularly paid at double time will be paid double trip for the whole trip.~~

~~Such premium pay will be applied as defined in the Local Riders.~~

~~(b) Common Carrier-~~ (a) Drivers for common carriers shall not be required to work on Saturday or Sunday except as specifically provided in subsection (b) ~~(e)~~.

(b) ~~(e)~~ 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 drivers, provided no driver will be scheduled to work both Saturday and Sunday. ~~(Example: Tuesday through Saturday; Wednesday through Sunday).~~

~~It is understood that no driver(s) 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 however a driver 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 a non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.~~

~~Any driver hired on or after June 1, 2003 may be placed on a non-traditional workweek schedule without restriction.~~

It is understood that once a 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) day of the workweek shall be paid at two (2) times the rate in effect. This shall include the drivers on a traditional workweek of Monday to 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 46, SECTION 8 - FILLER LOADS

Revise Section 8 as follows:

When a driver leaves a terminal with a full load and delivers one (1) or more vehicles to a consignee and then proceeds to another terminal or point of pickup and loads additional vehicles destined towards his original destination, said additional vehicles loaded at the secondary point shall be considered as a filler load. In such instances, the drivers shall be paid as follows: twenty-five percent (25%) of gross revenue.

~~(a) from origin to final destination on the originating load as a separate load; or,~~

~~(b) from origin of the filler load to final destination of same as a separate load subject to the applicable percentage of the mileage rate (1 vehicle 25%, 2 vehicles 50%, 3 vehicles 75%) and the applicable percentage of the terminal additive. It is agreed that the allowable time under the terminal additive Article shall likewise apply proportionately and, in the event the allowable time is exceeded, the appropriate hourly rate shall apply.~~

ARTICLE 48, SECTION 14 - TOOL ALLOWANCE

Revise fourth paragraph of Section 14 as follows:

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 ~~\$10,000.00~~\$6,000.00. The mechanic must submit a signed, written and dated inventory to the Employer in order to qualify for this insurance coverage, subject to the Employer verification.

ARTICLE 52, SECTION 1(f) - PENSION AND HEALTH & WELFARE PAYMENTS

Add the following paragraph to the end of Subsection (f):

An employee must notify his/her Employer of the filing of an application for his/her normal retirement pension benefit at the time such application is submitted to the applicable pension fund.

ARTICLE 55, SECTION 1 - WORKDAY-WORKWEEK - HOURLY RATED EMPLOYEES

Revise Section 1 as follows:

All hourly rated employees shall work consecutive daily hours. Whenever any hourly rated employee is ordered to report for work and does report at the time specified such employee shall be guaranteed not less than eight (8)-hours' earning opportunity on the day of reporting.

For all hourly rated employees the workweek shall consist of five (5) consecutive eight (8)-hour days, ~~Monday through Friday~~, and overtime to be paid for all hours worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) workweek. All work performed by hourly rated employees ~~on Saturday~~ on the sixth

(6th) day of the workweek shall be compensated for at the overtime rate of time and one-half (1-½). All work performed by hourly rated employees on Sunday the seventh (7th) day of the workweek and/or holidays shall be compensated for at two (2) times the normal straight-time rate of pay. Whenever any hourly rated employee is ordered to report for work on Saturday, Sunday the sixth (6th) or seventh (7th) day of the workweek and/or holiday and does report at the time specified, such employee shall be guaranteed eight (8) hours earning opportunity, at the applicable premium rate unless otherwise provided in the applicable Local Rider. It shall not be a violation of this Agreement for the Employer and Local Union to mutually agree to a flex workweek.

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 hourly rated employees, provided no employee will be scheduled to work both Saturday and Sunday. (Example: Tuesday through Saturday; Wednesday through Sunday)

Employees working four (4) consecutive ten-(10) hour shifts shall be paid time and one-half (1-1/2) the applicable hourly rate 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 worked of the workweek. Two (2) times the applicable hourly rate shall be paid for any hours worked on the sixth (6th) and/or seventh (7th) day worked of the workweek.

~~It is understood that no hourly rated employee(s) 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 however an hourly rated employee 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 a non-traditional workweek(s) that are different from those outlined above provided they are ratified by the affected members.

~~Any hourly rated 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 a 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) day of the workweek shall be paid two (2) times the rate in effect. This shall include the hourly rated employee(s) on a traditional workweek of Monday to 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.

PART II - DRIVEAWAY

ARTICLE 68, SECTION 1(b) - VACATIONS

Revise Section 1(b) as follows:

(b) Employees will be allowed to take two (2) weeks ~~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 one (1) ~~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 two (2) weeks ~~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.

(9) The Employer reserves the right to charge a vacation day against an employee's account for daily absences, but only after any paid sick days in the employee's account have been exhausted. The employee will advise the Employer at the time of the absence whether to charge his/her vacation or sick day account.

ARTICLE 75, NEW SECTION 5 - PAID FOR TIME - FUELING

Add the following as new Section 5:

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

ARTICLE 78, SECTION 1(a) - RATES OF PAY - MILEAGE RATES

Add the following as a new paragraph of Section 1(a):

Any new business that is obtained by the Company will be frozen at forty-eight and one half cents (48.5¢) for all miles for the term of this Agreement. New business will include any business that the Company obtains after June 1, 2008.

ARTICLE 79, NEW SECTION 3 - COST OF OPERATIONS

Add the following as new Section 3:

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

NEW ARTICLE 86 - BACKHAULS

Add the following as the new Eastern Article 86 and renumber current Eastern Article 86 - Termination Clause to Eastern Article 87:

Section 1.

Due to the tremendous cost increase in airfare, ground transportation, ~~negotiated increases, etc., and in compliance with Article 94, Section 2 of the Central/Southern and Eastern Areas Supplemental Agreement, said parties agree to the following~~ **is agreed to:**

- a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.

- b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.
- c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.
- d. Any driver that is forced to a foreign terminal for a backhaul load will have the right to request to be dispatched that day.
- e. When two (2) or more drivers from the same terminal are physically at the same backhaul terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.
- f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.
- g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.
- h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.**

Section 2.

The Company shall, every one (1) month, make available to each Local Union involved a complete review, in writing, of the loads and mileage that have been allocated to other terminal drivers in order to determine whether or not the Company is complying with the intent of this Article.

Section 3.

The Company agrees that determination of equatibility shall be by mileage and shall make up any deficit as soon as possible after the monthly report is sent out, and not to exceed any ninety (90) day period.

Section 4.

Miscellaneous

- a. The Company will direct the driver on transportation between points and the driver will be reimbursed his/her cost. The driver shall be directed on the first, fastest available means of transportation for under three hundred (300) miles, plus necessary cab fares.

b. The Company will reimburse actual lodging expense on backhaul traffic.

Section 5.
Rates of Pay

a. The present frozen rates of pay shall apply.

b. The driver will receive no less than his/her terminal frozen rate of pay.

Section 6.

The Company recognizes Paul Houck as the **and the** Union Chairman of the Central/Southern and Eastern Driveaway Committee **National Joint Arbitration Committee, or his designee, will** agrees to meet with him and/or the aforementioned Local Union(s) at their (Local Union(s)) request to work out any problems that might arise from this **Article Agreement.**

If not resolved in the step above, all disputes concerning this **Section** (backhaul) **Agreement** will be docketed directly to the National Automobile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the **appropriate** Central or Southern or Eastern Area Joint Arbitration Committee.