

NATIONAL MASTER AGREEMENT
AUTO TRUCK TRANSPORT CORPORATION
AND
I.A.M. & A.W



November 1, 2022 - October 31, 2026

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THIS AGREEMENT is made and entered into by and between **AUTO TRUCK TRANSPORT CORPORATION**, (hereinafter referred to as the "Employer" or the "Company") covering its locations between all of the states of the United States and operations into and out of all contiguous territories, and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, and its local lodge affiliates (hereinafter referred to as the "Union"), hereinafter collectively referred to as the "parties."

ARTICLE 1 PARTIES TO AND SCOPE OF THE AGREEMENT

1. This Agreement applies to all of the terminal operations, current and future of the Company utilized by the Company in the transportation of motor vehicles and trucks of all classes, new and used, specifically including all drivers (A. automobile transport, B. driveaway and truck transport, C. freight), shop, yard, shuttle, dispatcher and office employees. This Agreement also shall apply to all full time and regular part-time dispatchers and office clerical employees, including but not limited to vehicle coordinators and terminal clerks, at the Company's Cleveland, North Carolina, Von Ormy and Laredo, Texas and Portland, Oregon Terminals and to any other clerical units for which the Union gains recognition. This Agreement does not apply to confidential employees or to supervisors and guards as defined by the National Labor Relations Act.

2. This Agreement shall be effective **November 1, 2022**, and shall be governed by applicable Federal and State law.

3. As used herein, whenever "he" or "his" or their related pronouns appear, they have been used for literary purposes and are meant in their generic sense to include both female and male sexes.

ARTICLE 2 UNION SECURITY AND RECOGNITION

Section 1. Recognition

The Company recognizes the Union as the sole and exclusive representative of all employees in the classifications of work covered by this Agreement and Local Supplemental Agreements utilized by the Company in the transportation of motor vehicles as described in Article I, Section 1, and for the purpose of collective bargaining as defined by the National Labor Relations Act. Supervisory or non-union personnel shall not perform work which is recognized by the Union and the Employer as the work of employees covered by this Agreement, if the performance of same will result in the layoff of such covered employees, or curtailment of employment of bargaining unit personnel (this is intended to assist and not replace employees).

Section 2. Union Shop

Sections 2 and 3 of this Article shall apply only in states where such union shop provisions are lawful and only to the extent permitted by law. If a state which is presently a right-to-work state becomes a non-right-to-work state, then this Section shall automatically apply within 30 days of the effective date of such law without further negotiation.

- a. All present employees who are members of the Union on the date of the execution of this agreement shall remain members in good standing of the Union as a condition of continued employment. All present employees who are not members of the Union and all employees hired hereafter shall become and remain members of the Union in good standing as a condition of continued employment on or after the 31st day following the beginning of their employment or the 31st day after the execution of this agreement, whichever is the later.

Within seven (7) days from the date of hiring of a new employee, the Employer will give to the Union, in writing, the following information:

- 1. name, home address, and social security number of the newly hired employees; and
 - 2. Date the employee was hired.
- b. The Union may demand the discharge of any employee who, as of the tender date specified in (a), is delinquent in payments required under that Section by serving written notice of such demand on the Employer, provided that the Union has provided the employee thirty (30) days written notice of the delinquency. Promptly after receipt of such demand from the Union, including verification of notice to the employee, the Employer shall discharge the employee for failure to comply with the obligations sets forth in (a).
- c. An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and, that the employee has had notice and opportunity to make all dues payments. This provision shall be made and become effective upon execution of this Agreement by the parties.
- d. The Unions shall comply with all obligations under federal law in enforcing this union security provision, and shall further indemnify and hold the Employer harmless against any and all legal claims, actions, costs, or damages arising from enforcement of this provision, and the Union shall defend any such claim or action as it deems necessary.

Nothing contained in this section shall be construed so as to require the Company or Union to violate any applicable law.

- e. It is understood that an employee who elects not to become a member of the Union, but who pays to the Union the appropriate fee for collective bargaining services, shall be treated as in compliance with this Section.

Section 3. Check Off

The Company agrees to deduct weekly or monthly, from the pay of all employees covered by this Agreement, the dues, initiation fees, legally established credit union and/or uniform assessments of the Union, and agrees to remit to said Union all such deductions prior to the end of the month for which the deductions are made. The employees agree to provide written authorization to the Employer in whatever form required.

The Company will recognize authorization for deduction from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law.

The Employer agrees to deduct from the paycheck of all covered employees' voluntary contributions authorized by the employee to the Machinists Non-Partisan Political League (MNPL). The MNPL shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit the MNPL on a monthly basis, in one check, the total amount deducted along with the name of each employee on which behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

In the event that the Employer has been determined to be in violation of this Article by the decision of an impartial arbitrator, and if the Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may utilize all legal recourse. Errors of inadvertent omissions relating to individual employees shall not constitute a violation.

ARTICLE 3 SENIORITY

Section 1. Seniority Qualifications

- a. Seniority shall be broken only by discharge, voluntary quit, absence for more than one (1) year, or a layoff that exceeds an employee's length of service, or two (2) years, whichever is less.
- b. The Company shall maintain a seniority list which shall be posted in a conspicuous place and shall be available to all employees. Any employee who disagrees with the posted seniority list must file a grievance within ten (10) days of the date the information is available to him. Failure to do so will deem his grievance untimely.

Section 2. Layoff/Recall Procedures

- a. From the date of this agreement, drivers will be laid off based on company seniority. Layoffs start with the most junior driver on the company seniority list that does not have a passport and recall will begin with the most senior driver with a passport at the time of recall and then will proceed based on company seniority. Shop employee layoffs will be by terminal operation and terminal seniority. The Union and the Company shall meet thirty (30) days after the seniority list is received by the Union to validate the seniority list unless mutually extended. Persons laid off shall have the rights described in Section 3.
- b. Employees may be recalled by phone. If the employee is not reached by phone, the Employer shall notify the employee by certified mail with a copy to the Union. The employee shall notify the Company of his intent to return to work within three (3) days of receipt of notice and must report within fourteen (14) calendar days of responding to the recall phone call or letter unless otherwise agreed to by the parties, or he will be considered a voluntary quit. It is the employee's responsibility to provide the company with their current contact information.
- c. In the event that the Company needs to recall employees on a temporary basis (for six (6) weeks or less), it will call employees on layoff in order of seniority per Article 3, Section 2 (a) which the temporary recall is deemed necessary and advise employees that the recall is for a specific temporary duration (the Company will recall Shop employees by terminal operation and terminal seniority). In such circumstances, the employee must be available to report for work within seventy-two (72) hours or as otherwise agreed to by the Company. An employee may decline this offer of temporary recall without affecting his recall rights. If the employee cannot report for work within the seventy-two (72) hour timeframe or as otherwise agreed to by the Company, the employee will be passed over without affecting his recall rights. If an employee is not reached directly for temporary recall, the Company shall leave a message for the employee to return the call within twelve (12) hours. If the employee returns the call and is able to report within seventy-two (72) hours or as otherwise agreed, he will be reinstated for the temporary duration specified; otherwise, he will be passed over without affecting his recall rights. The employee accepting recall under this subparagraph will be guaranteed pay for the duration specified by the Company at the time of recall, and the Company shall inform the Union for what duration recall was specified by the Company.

Section 3. Transferability

- a. Where a new operation is opened by the Employer which does not affect, in whole or in part, any other operation of that Employer, the Employer shall afford all of its employees an opportunity to transfer to the new operation with full seniority for all purposes. Such transfer shall only be between operations encompassing the same work classifications i.e., a driveaway driver can only transfer to the new operation if it uses the driveaway method. The truck transport can only transfer to a new operation that uses the truck transport method of delivery. After the above procedures have been followed, cross over

transferability can take place between operations (i.e.; lowboy driver into a driveaway terminal). Said employee exercising crossover transferability shall go to the bottom of the seniority list for terminal seniority, but retain his company seniority for fringe purposes. New hires will be added below transferring employees. In all cases, the transferring employee must be experienced in the performance of the work, which is available. The Company will determine questions of experience. The employee shall have ninety (90) days to return to his prior domicile. The request to return must be made in writing before the sixty-first (61) day of the transfer.

- b. When a branch, terminal, division or operation is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation, in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred, if regular work is there available. Such employee shall have the right to exercise his company seniority for all purposes and contract benefits. The above is applicable to the number of employees who are transferred into the terminal to handle the business that was actually transferred to the terminal. All other employees shall be laid off.

The above subsection (b) shall not be applicable in instances when the manufacturer moves a model line from one branch, terminal, division or operation to another branch, terminal, division, or operation of the manufacturer.

- c. In the event that the new operation referred to in (a) is closed, the employee can return to his prior domicile with full seniority rights.
- d. Laid-off employees will be offered the opportunity to transfer to another terminal prior to the employer hiring a new employee. Said employee will work off the bottom of the board until recalled to his regular domicile. If this offer to transfer is turned down, there is no continued obligation by the company under this provision.

Section 4. Probationary Employees

A probationary employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis. During this period, the employee may be terminated without recourse provided, however, that the Employer may not terminate or discipline for the purpose of evading this Agreement or discriminating against Union members. If retained in the employ of the Employer, the employee's seniority shall date back to the employee's date of hire.

ARTICLE 4 MAINTENANCE OF STANDARDS

Protection of Conditions

The Company agrees that the conditions of employment set forth in this Agreement shall be maintained during the life of this Agreement. However, if in the event of tariff(s), change(s), or other condition(s), etc. changes are necessary to the continuance and/or maintenance of the business, the Parties shall be required to meet and bargain over such changes.

ARTICLE 5 SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties hereto, their successors or administrators, executors, and assigns.

ARTICLE 6 MASTER DISPATCH PROCEDURE

Section 1. Dispatch Procedure

The Company and the Union agree that the prompt and efficient dispatch of vehicles is necessary to meet the needs, demands and expectations of the manufacturers. Likewise, the parties agree that a fair dispatch procedure should allow drivers to have equal opportunity to select loads, allow for the collection of paperwork, and offer the opportunity for a more organized system to handle the administrative needs of the Company and the Driver.

1. Seniority sign in for dispatch will begin at 7:45 AM and end at 8:00 AM at all locations. Thereafter dispatch will be first in, first out at all locations. In the event dispatch does not open at the scheduled time, the board will be solidified as of the time dispatch was scheduled to open. Drivers coming in after that time, whether or not dispatch has begun, will sign below those on the solidified board in a first come first serve order.
2. All available loads will be placed on one board, and all drivers (except ACS Canadian drivers) will pick off that board. Available loads may include breakdowns or secondary moves as part of a trip or as a separate dispatch. A board will be closed once all loads on that current dispatch board have been selected.
3. Old, Hot, or Expedited loads will have priority. Pass and Protect will apply as follows. In a circumstance where there are more available drivers than available loads, a driver may pass his opportunity to choose a load on that board provided there are a sufficient number of drivers behind him on the board to ensure that all loads on the board are dispatched. A driver who chooses to pass will be placed on the sign-in sheet for the next board in the proper order. All passers will be dispatched first on the new board. A driver may not pass from one board to the next more than one time, but must choose a load from the second board. Old, Hot, and Expedited loads, if not otherwise selected, will be forced from the bottom of the board.

4. Breakdown and secondary moves originating outside of a terminal and not posted on a dispatch board may be assigned to drivers. Drivers who are assigned a load and then taken off the load will be compensated with a minimum day's pay, not to exceed one (1) minimum day's pay per day.
5. Drivers must sign the Driver Dispatch Sign-In Log when they arrive at a terminal unless they have arranged time off upon clearing their most recent load. When two or more drivers arrive using the same transportation they will sign in using Company Seniority with the most senior signing in first. Company Seniority is the actual date hired, not the Fringe date.
6. At the time of dispatch, all loads on the board that could potentially be networked will be stamped "May be Networked" so the driver can plan accordingly.
7. All drivers shall utilize the phone/app to clear their delivery from each delivery location immediately after making the delivery and to clear their load after the final delivery is made.
8. There will be a call in dispatch for Saturday or weekend dispatch. Those drivers that can arrive during normal dispatch hours must continue to do so and sign in and take a trip. No one will be allowed to call in for Saturday or weekend dispatch prior to 12:00 p.m. on Friday. Drivers must be able to schedule themselves in order to meet the delivery requirements of the load.
9. All drivers are required to check in their trip pack upon return to the terminal during dispatch hours.
10. When a driver wants to go home after clearing a trip, he must inform the Company prior to being dispatched. The driver's designated 'home load' will be based solely upon the address listed on the drivers CDL. The Company will check to see if he has been out for over twelve (12) days. If that is the case, the Company will give him a load home if available. If not, the Company will pick a load that is economically feasible and fly the driver home after that delivery. If the driver has been out over twenty-eight (28) days the company will fly the driver home and back into the system, if flights are required. The driver will become solely responsible for the cost of transportation between the airport and the drivers home and from the driver's home to the airport. Home load flights are within the continental USA. The Company may manage the number of drivers who can be off work based on customer demands and the number of drivers available to meet customer demands. Drivers returning from home time must return to their home terminal unless otherwise approved or directed by their Driver Manager.
11. Drivers with lost luggage or tools while at a foreign terminal must sign the off-board, note that they have lost luggage or tools and cannot be dispatched until the lost luggage and/or tools are retrieved or replaced. Drivers at a foreign terminal with lost tools or luggage will be paid at the delay rate for up to three (3) days until the lost luggage or tools or replaced.

12. During an actual dispatch period, drivers coming in will be required to sign in on a sign in board according to this procedure and will be dispatched after those current drivers dispatching have been dispatched. The dispatcher will show the drivers all loads available on the current dispatch board.
13. Advances will be given at the time of dispatch for the estimated trip's cash expenses. If additional advances are needed during the trip, the driver should call his DSG (Driver Service Group) for such advances.
14. The cut off for payroll will be Tuesday by noon, local time. All paperwork must be scanned in by Tuesday (Noon) for pay that week. Drivers are required to utilize e-trips to scan their paperwork upon final delivery.
15. Trainers/Trainees—The Company will continue to put loads together for the trainers and trainees.
16. During the term of this Agreement, the Company will assign hand-held devices to drivers and will be provided with proper operating instructions.

Section 2. Supplemental Dispatch Rules

The company shall plan, pair and deck to provide the most economically feasible and deliverable loads available for weekend work. The goal is to have as many longer and/or deliverable loads as possible on those weekend days.

1. On Wednesday, after close of dispatch, that day's board will be closed. On Thursday morning, the union designee and the Company will discuss and select loads that are deliverable and loads that will keep the driver most efficient and productive all weekend. Those loads will be placed on the dispatch board.
2. The same process will be repeated on Thursday evening, and Friday morning.
3. The company will generally avoid placing "Hot" loads on the board these two days, unless they can be delivered without incurring weekend layover. However, exception may be made in the event that it is required to meet the customer's delivery expectation. otherwise every effort will be made to avoid "Hot" loads.
4. In the event that the Thursday or Friday board runs out of loads which are deliverable without incurring layover, a driver may be allowed to draw a trip from the coming board. If there are deliverable loads on the current board, drivers must choose a load from the current board.

Section 3. Miscellaneous Dispatch Rules

1. Drivers who use rental cars to return to a terminal must turn in the rental car before they may sign the board. Drivers who sign in prior to turning in the rental car will have their names removed from the board.

2. Domicile drivers residing less than 100 miles from the terminal, who are dispatched on a domicile load on Friday or Saturday must adjust their departure to meet the ETA and are not eligible for "sub pay".

Section 4. Phone Dispatch Rules (Monday – Sunday)

1. Only drivers whose flight arrival time (either scheduled or delayed) that will not permit the 10-hour statutory rest period prior to 7:45 am Seniority Board sign in will be eligible.
2. Drivers meeting the #1 Guideline will be allowed to call management/union rep/dispatcher prior to their flight on the previous day if they know they will arrive late and/or if the flight is delayed the driver can call dispatch between 7:30 am and 7:40 am and request to be placed on the Seniority Dispatch board (must provide good call back number).
3. Drivers that are eligible and requesting to be placed on the 7:45 am Seniority Board will be called to pick in their seniority position. Drivers must provide their phone number for callback.
4. If a driver fails to answer the dispatch call from the dispatcher, the dispatcher will verify the number provided and make a second call. If the driver still doesn't answer, he/she will be passed and will be required to report after his 10-hour statutory break and pick a load as normal.
5. Drivers that phone dispatch will be required to report to the terminal after their 10 hour statutory break and not later than 12 hours. If a driver fails to do this, the load could be placed back on the board.
6. Strictly voluntary.

Section 5. Time Off

So that the company can properly manage their driver manpower, drivers are required to give proper notification of their intention to sign the off board. This notification must be communicated to the drivers home terminal upon driver learning of their next dispatch location.

Drivers shall earn time off according to the following schedule:

12 days out	3 days off
19 days out	4 days off
26 days out	5 days off
33 days out	6 days off
40 days out	7 days off

An additional day off will be earned for each additional 7 days out.
Days off exclude: travel time and holidays.

Accumulated time off or bank days shall not exceed 14 days.

ARTICLE 7 RETURN TRAVEL

Section 1.

- a. All drivers shall use the Company phone/App for return travel. Drivers are required to set their ATF (Available to Fly) time forty-eight (48) hours in advance or upon dispatch if the trip is less than forty-eight (48) hours.
- b. When return travel is by air, Travel will book the driver on a flight departing within five (5) hours, providing that such a flight is scheduled and available. In the event that an available flight is not booked to depart within five (5) hours, the driver shall be eligible for delay time (eight (8) hours in each 24), beginning after the 5th hour, until such departure is scheduled. In the event that the Company elects to book a flight with departure the following day, the driver shall be compensated eight (8) hours. This provision shall not apply in areas where there are limited schedules of flights.
- c. A driver may request a flight departing the following day, and, if that request is granted, Travel shall book such a flight, but the driver shall not be eligible for delay pay. When such request is made based on the work completed by the driver, the request shall not be denied.
- d. Rental cars for travel will be issued at the sole discretion of the Company. Rental cars will not be provided for off-duty travel. If the Company assigns a rental car for off-duty travel home, the affected employee(s) will receive (sixty cents (\$0.60) per mile) double the mileage rate for driving a rental car.
- e. All drivers shall be enrolled in all major airline frequent flyer programs.

Section 2.

In the event that the Company assigns return travel by air, the driver may request through his ATF app to receive one-half of the airfare the Company would have paid for the assigned flight and the driver will become solely responsible to secure transportation to his next dispatch. The driver shall become solely responsible for all return travel expenses incurred. In all cases the Company reserves the right to require air travel.

If more than one airport is available in the home city of the employee, the choice of airport shall be left to the Company. The Company is not responsible for the cost of transportation between the airport and the driver's home or any other costs associated with return travel.

ARTICLE 8 LEADMAN

The Leadman shall be determined by individual shop majority vote per shift. No decision may be changed more than once in a contract year. It is understood by the parties that leadmen do not have the authority to hire, terminate, discipline, or show favoritism. It is further agreed that any Leadman who violates any of these provisions shall be excluded from the bargaining unit. The Company reserves the right to terminate this classification and this clause, at any time, and at any

location if it deems it necessary due to good business practices, providing that prior to any such action the Union and the Company will meet to discuss.

Leadman Differential: \$.30 per hour

ARTICLE 9 UNION STEWARDS

A Steward may be appointed for each shop at the direction of the Union. In case of any minor difficulty in the shop the Steward shall, upon notification to management, be permitted to take reasonable time to remedy the situation, but in no case shall have the authority to change any part of/or wording of this Agreement. Stewards who are classified as drivers will be permitted to select any available trip as compensation for their time. Stewards who are classified as Shop/Yard will be compensated only for scheduled local level hearings.

Stewards must be informed as soon as possible in the event of an employee discharge, to allow the member and the Steward to immediately contact the Business Representative.

The Company agrees to use the Union designated employees to assist in explaining, handling and processing layover, breakdown, and delay time issues to make sure drivers are paid properly at the Cleveland, Von Ormy and Laredo terminals. The employees shall be compensated at the Shop rate for a maximum of forty (40) hours per week unless otherwise agreed to.

The Employer agrees to supply, and provide suitable space for, a bulletin board in each shop for the posting of official Union notices on Union letterhead. Union Stewards shall have a key to this bulletin board which shall be covered and locked.

ARTICLE 10 SHOP/YARD/OFFICE

Section 1. Overtime for Shop/Yard/Office

- a. Hours worked in excess of eight (8) in any day or forty (40) in any one (1) week will be paid at one and one half time the regular hourly rate. Employees working seven (7) consecutive days shall be paid double time for work performed on the 7th consecutive day during their standard work week. No employee shall be required to work more than ten (10) hours in any one (1) shift, or more than six (6) consecutive days within their standard work week. 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 may work more overtime at their choice. If more employees volunteer for overtime than needed, overtime will be worked by the most senior volunteers who have worked the least overtime in that week.
- b. In the event that overtime is necessary on a weekday, the Employer agrees to first seek volunteers to work the overtime. In the event that a sufficient number of volunteers do not come forward, the employer may require the least senior employee who has worked the least overtime in that week to work the overtime.

- c. In the event that weekend overtime will be scheduled, the Employer agrees to inform employees no later than 12:00 p.m. (noon) on the preceding Thursday. The Employer will first seek volunteers for such overtime. If the Employer still has not secured a sufficient number of volunteers to work the needed overtime, the employer may require the least senior employee who has not yet worked ten (10) hours of overtime during the week to work the overtime.
- d. All overtime will be by classification, shift and terminal seniority.
- e. The Company may implement, by mutual agreement, an incentive compensation program for shop operations in Mt Holly, Cleveland and Portland.

Section 2. Hours Worked

The standard work week shall be Monday – Friday. Eight (8) consecutive hours shall constitute a standard workday. Forty (40) hours shall be the standard workweek in five (5) eight (8) hour days. The Company may continue to utilize a flex work week.

Section 3. Shop Transfer

In the event of a lay off, shop employees working as of December 31, 2003, shall be red circled and not laid off until all transfers and newly hired employees have been laid off by seniority. Drivers who transferred into the shop after the above dates shall have the right, in accordance with seniority, to return to their prior job classification if they are laid off (at their current domicile location) if the employee is capable of doing the work available.

Transferability from driver classification to yard/shop/Cleveland Shuttle is eliminated effective 11/1/18.

Section 4 Shift Bid

All Shop shifts shall be bid by Terminal seniority.

Section 5. Shift Differential

- A. 2nd shift differential additional .25c per hour
 3rd shift differential additional .35c per hour
- B. Shop/Yard Call In: Minimum pay three (3) hours at applicable. (Applies after employee has already completed a full shift and left the premises and then called back to work.
- C. When an employee reports for his regular scheduled work day, he shall be guaranteed four (4) hours pay. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours pay.

Section 6. Personal Protective Equipment

Safety glasses, hard hats, and steel-toed shoes are mandatory. The Employer will provide the glasses and hard hats. The Employer will reimburse the Employee up to \$85.00 for steel-toed shoes upon Employee's furnishing proof of purchase. This allowance shall be paid whenever it is mutually agreed that the safety shoes need to be replaced.

Drivers will be required to use personal protection equipment (PPE) when they perform work which requires use of such equipment. The equipment will be provided at the Company's expense consistent with existing policies, procedures and programs.

During the course of employment, employees will be issued Company equipment such as (but not limited to) uniforms and GPS-type devices. This equipment will be issued at the Company's expense. Employees will be responsible to reimburse the Company for the cost of any such equipment that is lost or intentionally damaged. No amounts will be deducted from the employee's payroll check until the Company and the Union agree that the replacement cost is valid.

Section 7. Yard/Shop/Office/Shuttle

There shall be a \$300 quarterly Yard/Shop/Office incentive for achieving the Following:

1. Attendance – Zero unexcused absence during the quarter
2. Accident & Lost Time Injury Free for the quarter

ARTICLE 11 RATES OF PAY

The following are the minimum pay rates for all locations for the life of this Agreement, and the Company, at its sole discretion, may increase the pay rates as necessary during the term of this Agreement.

1.	<u>DRIVERS WAGES – PER MILE</u>	11/1/22	11/1/23	11/1/24	11/1/25
	A. Driveaway				
	(Single)	\$0.54	\$0.55	\$0.56	\$0.57
	(2-Way)	\$0.59	\$0.60	\$0.61	\$0.62
	(3-Way)	\$0.66	\$0.67	\$0.68	\$0.69
	(4-Way)	\$0.67	\$0.68	\$0.69	\$0.70
	B. Lowboy	\$0.57	\$0.57	\$0.57	\$0.57
a.	Quarterly Driver Performance Incentive				

- i. Individual driver performance incentive is based on miles traveled per quarter – drivers generating 20,750 miles per quarter will receive \$0.10 per mile for all miles traveled during that quarter.
 - ii. Individual driver premium incentive is based on miles traveled per quarter. Driver generating 23,750 miles per quarter will receive an additional \$0.16 per mile for all miles traveled during that quarter.
 - iii. Driver Group Performance Incentive is based on 80% of the active driver workforce achieving 20,750 miles per quarter, and all qualifying drivers will receive an additional \$0.02 per mile for all miles traveled during that quarter.
- b. **Delivery Incentive**
- i. A \$25 delivery incentive can be achieved as follows:
 1. ETA compliant with the ETA as scheduled at time of dispatch. GPS tracking throughout the trip, subject to signal availability
 2. Driver stipulation “No Transportation related” or driver chargeable damages noted on DR’s
 3. Un-decking site clean & organized upon completion – photo verification of site using company issued phone (camera)
 4. Phone delivery – Saddle scan verifying location – Equipment bagged and tagged
 - c. **Mt. Holly Mileage factor (400-800) miles**
 Company will apply mileage factor of \$150 per load for all Mt. Holly loads that pay between 400-800 miles. This excludes drop yard loads delivered within this mileage range
 - d. **New hire incentive**
 New hire driver’s incentive in the amount of \$125 per load for all loads successfully delivered during their first 180 days.(excludes rehires)

1.	<u>LOADING AND UNLOADING</u>		11/1/22	11/1/23	11/1/24	11/1/25
	(Lowboy)					
	Vehicle	(1 thru 4)	\$18.50	\$18.50	\$18.50	\$18.50
		(5)	\$18.50	\$18.50	\$18.50	\$18.50
		(6)	\$18.50	\$18.50	\$18.50	\$18.50

NOTE: Rate is full amount for loading and unloading.

2.	<u>UNDECKING WAGES</u>	11/1/22	11/1/23	11/1/24	11/1/25
	Vehicle (2-Way)	\$50.00	\$50.00	\$50.00	\$50.00
	(3-Way)	\$75.00	\$75.00	\$75.00	\$75.00
	(3-Way-FES,FES)	\$100.00	\$100.00	\$100.00	\$100.00
	(4-Way)	\$100.00	\$100.00	\$100.00	\$100.00
	2-Way Boom Load	\$47.00	\$47.00	\$47.00	\$47.00

- a. Pay one and one half- (1½) hours additional for having to un-deck and re-deck in the field at the shop rate. Applies to all boom loads.
- b. In the event a driver is required to un-deck and re-deck a load he shall be paid, on the clock at the base rate in addition to the un-decking flat rate.
- c. Any driver required to shuttle a truck from one location to another shall be compensated on the clock at the base rate of pay. This includes multiple drop locations in the same town or city when no additional mileage pay is applicable, but multiple locations must be delivered to.

d. **Drop Wage in addition to undecking wages for 2,3- and 4-drop loads**

<u>DROP WAGES</u>	11/1/22	11/1/23	11/1/24	11/1/25
2 Drops	\$12.50	\$12.50	\$12.50	\$12.50
3 Drops	\$25.00	\$25.00	\$25.00	\$25.00
4 Drops	\$37.50	\$37.50	\$37.50	\$37.50

3.	<u>HOURLY WAGES</u>	11/1/22	11/1/23	11/1/24	11/1/25
	Yard/Shop – Non CDL Qualified	\$25.28	\$26.29	\$27.08	\$28.16
	Yard/Shop – CDL Qualified	\$26.53	\$27.59	\$28.42	\$29.56
	Field Decking	\$25.28	\$26.29	\$27.08	\$28.16

Hours worked in excess of forty (40) in any one (1) week will be paid at 1 1/2 times the regular hourly rate. Employees working seven (7) consecutive days shall be paid double time for work performed on the 7^h consecutive day in their standard work week.

	11/1/22	11/1/23	11/1/24	11/1/25
Office Terminal Clerks	\$18.24	\$18.97	\$19.54	\$20.32
Dispatchers	\$18.24	\$18.97	\$19.54	\$20.32
Vehicle Coordinators	\$18.24	\$18.97	\$19.54	\$20.32

4.	<u>DRIVERS' DELAY</u>	11/1/22	11/1/23	11/1/24	11/1/25
	Driveaway and Lowboy	\$15.00	\$15.00	\$15.00	\$15.00

5. TRAINERS PAY

Drivers training new drivers will be paid Two Hundred Fifty dollars (\$250.00) per trip, per trainee.

6. SAFETY AND ACCIDENT FREE BONUS

One cent (\$.01) per mile will be paid to all drivers for accident free miles in a year. Paid annually and applies to all locations.

Bonus shall be paid the first pay period in December of each contract year.

7. Over the road (drive away) Annual Retention Incentive.

A \$2000 retention incentive will be paid yearly to drivers who actively drive throughout their incentive period. (assuming normal ETO & vacation)

- A. Eligible drivers hired prior to June 1, 2022 will be paid the 3rd week of January of each year.
- B. Eligible drivers hired on or after May 31, 2022 will be paid each year on their seniority date.

8. TRAINING BASE RATE

New employees (drivers) without driveaway experience will have a training wage applicable ninety percent (90%) for three (3) months. After three (3) months of employment and up to six (6) months of employment, these employees will be brought up to ninety-five percent (95%) of applicable rate. After six (6) months of employment these employees will be brought up to the full applicable rate. New employees (drivers) who have driveaway experience will have a training wage applicable for three (3) months at ninety percent (90%). After three (3) months of employment these employees will be brought up to the full applicable rate. This applies to wages only, pension is excluded.

New employees (shop/yard) without driveaway experience will have a training wage applicable for one (1) year. After one (1) year of employment these employees will be brought up to the full applicable rate. New employees (shop/yard) who have driveaway experience will have a training wage applicable for three (3) months. After three (3) months of employment these employees will be brought up to the full applicable rate. The training wage rate shall be 90% of the full applicable rate. This applies to wages only, pension is excluded.

9. LODGING

a. SUB-PAY

Sub Pay of \$35.20 will be allowed in lieu of a normal and legitimate motel stay. Drivers choosing to use a Sub Pay must turn in a receipt with verification of where they stayed and a telephone number and address.

10. PAYMENT FOR DOT PHYSICAL

All employees shall be paid at the Shop rate up to a maximum of two (2) hours when required to take a DOT physical. This shall also apply when an employee is scheduled for a mandatory drug/alcohol test.

11. PAYMENT FOR MAIL SERVICE

The Company shall not pay the cost of sending trip packs by Federal Express, UPS or other courier.

12. SUPPLEMENTAL DISABILITY

The Company will provide additional supplemental coverage for Short Term Disability for the employee that wants this coverage. Short Term Disability will be at 60% of employees' earnings (including the Short-Term Disability payment from the Local 701 Plan). Employees wanting this coverage will have to pay for said protection and the payment will be \$95.72 per month. It is the employee's option to continue this extra disability plan after November 1, 2018. Any employee wanting to opt out of this plan must notify the company by December 1, 2018; otherwise the \$95.72 premium will be deducted after December 1, 2018. The payment will be taken through payroll deduction. If the costs should increase the employee will have to pay the full amount or withdraw from the plan. (The Union reserves the right to seek another provider in order to maintain or reduce the cost to the employee.)

**ARTICLE 12
MISCELLANEOUS PAY**

Section 1. Breakdown

When a driver breaks down on a trip he shall notify Central Support and receive instructions, except in the case of an emergency. He shall be compensated the difference between the hours he had available to drive, up to 11 hours, and the hours which he

actually drove, except when the driver is physically required to stay with the equipment in which case he shall be compensated until he is relieved from duty. Thereafter, the driver shall be paid eight (8) hours for every 24 hours that pass. The driver shall receive the delay time rate until the vehicle has been repaired, or the driver is released from duty to travel to his next work assignment. If a subsequent breakdown occurs on the same trip, the driver shall receive the balance of the eight (8) hours daily guarantee less the hours he actually drove for that day.

Section 2. Canadian Loads

- a. When a driver who is not qualified to go to Canada should be required to take a Canadian trip, and another driver who is qualified to go to Canada is forced to take that trip, the driver who was forced shall receive a premium of \$150 for that load. The driver who cannot go to Canada shall be assigned the shortest US trip on the board.
- b. The Company will make a one time payment of \$150.00 to any driver with a valid US Passport who completes a Canadian load. Payment will be made to the driver upon completion of the Canadian load and presentation of proof of a valid US Passport to the Company.
 1. The Company shall require its employees to provide documented justification explaining why they are unable to secure a passport, or, possess a passport but unable to gain entry into and out of Canada. Employees possessing passports but claiming they are unable to gain entry into Canada, will be expected to dispatch on Canadian loads accordingly.
 2. The Company will work closely with its employees to assist in removing barriers preventing them from attaining passports and/or entry into Canada.
- c. It is the intent of the Company to participate in the Free and Secure Trade program (FAST). Accordingly, the company will reimburse each driver the \$50 application fee provided the driver is accepted into the FAST program. Additionally, the FAST-qualified driver will receive a \$20 border crossing fee on each load which crosses the US-Canada border.

Section 3. Minimum Day Pay

On any day in which a driver is assigned work for which compensation does not equal a minimum of eight (8) hours at the Field Decking rate, he shall receive such a minimum day's pay. This requires the driver to be available for additional work.

For any breakdown load for which a driver's compensation does not equal a minimum of eight (8) hours at the Field Decking rate, he shall receive a minimum day's pay, not to exceed one (1) minimum day's pay per day.

Section 4. Pay Items

The Company agrees to pay any agreed upon pay item in the week in which it was agreed, or in no case later than the following pay period. In the event the Company fails to comply with this item as agreed it shall pay a penalty of \$10 per occurrence.

This item shall not apply to pay items which are in dispute, or which have not been properly submitted.

Section 5. Ferry Ride

The driver shall be paid a flat 8 hours at the delay time rate with no mileage when transporting on the Newfoundland Ferry. The driver shall be paid a flat 2.5 hours at the delay time rate with no mileage when transporting on the Vancouver Ferry.

Section 6. Dealer Delay and Waiting for Paperwork

Drivers will call a wrecker when they arrive if the dealer does not have a hoist. Driver must also call his driver manager to notify the company immediately when this process started. If the driver does not call until later, the driver time will start when he/she does call. If driver fails to call at all he will not be paid. When the wrecker arrives, the driver must call and tell Central when the wrecker arrived. This will insure his/her proper pay.

Logs must also reflect the amount of time waiting on the wrecker in order to be paid correctly.

Waiting on Paperwork:

When a driver has to wait at the dealer to get paperwork signed the following applies:

No compensation is paid for the first hour. After the first hour the driver must call his driver manager to report delay. The company will call and try to get the process finished and the driver moving. If the driver does not call he/she forfeits pay.

Wrecker delay pay begins when the wrecker is called (from the un-decking location) and ends when the wrecker arrives.

Section 7. Delay at Customs

The Company will pay full delay if over one (1) hour, and not caused by the driver.

Otherwise, no compensation for the first hour. Transition from current twenty-four (24) hour compensation to remainder of eleven (11) driving hours to eight (8) per twenty-four (24) hours.

Section 8. Dispatch Delay

For up to 2 days from the start of the delay, no dispatch delay time will be paid to any driver. After 2 days, dispatch delay time will be paid.

Section 9. Weather Delay

1. If a driver believes he is unsafe on the road, he is, in fact unsafe, and should get off the road. The company will pay for his motel, however, weather delay pay is not guaranteed, but is subject to the guidelines listed below.

2. Roads should be officially “close”, “emergency only” or generally impassable to the point that it would be irresponsible to continue. The Company recognizes that the manager may have to make a subjective call based on the data available.
3. The delay must hinder the ability to deliver on the ETA date. Temporary conditions which inconvenience the driver, but do not delay delivery are not compensable.
4. In the event, a driver is legitimately delayed and it causes him to incur weekend layover because the dealer is closed, we will pay the delay time, but will not pay the layover time.
5. Weather delay will not be paid when the driver is driving or riding in a rental car.

Section 10 Chain Policy

1. In the event that a road is “closed” except to vehicles with chains, the company will not require that chains be put on the vehicles.
2. Delay pay will be paid subject to the rules above for “Weather delay”.
3. Management may authorize reasonable out-of-route mileage to by-pass the closed road.

Section 11. ATM Withdrawal Fee

The Company will reimburse only one (1) ATM withdrawal fee per advance. All other ATM fees will be the responsibility of the driver.

Section 12. Employee Training

Ongoing training using an electronic training platform. Each driver will be required to complete two training modules per month, to be compensated at ¼ hr per completed module at the Field Decking rate. Modules will be assigned per the following schedule:

One module will be sent out on the 1st of each month to be completed by the 15th of that same month. One module will be sent out on the 16th of each month to be completed by the end of that same month.

Section 13. Continuous Improvement Training

Company will provide mandatory annual classroom training. Employees will be compensated at the hourly (Field Decking) rate for attendance.

ARTICLE 13 HEALTH & WELFARE AND PENSION

- A1. The Employer shall contribute to the IAM National Pension Fund, National Pension Plan at a rate of \$6.00 per hour for each employee hired on or before October 31, 2022 based on a maximum of forty (40) hours per week in all classifications covered by this agreement.

- A2. The Employer shall contribute to the IAM National Pension Fund, National Pension Plan at a rate of \$3.00 per hour for each employee hired after October 31, 2022 based on a maximum of forty (40) hours per week in all classifications covered by this agreement.

Contributions for a new probationary full-time employee will begin at the completion of the employee's probationary period.

- B. The employer shall continue contributions on a forty (40) hour work week while any driver, mechanic, or shop/yard employee is off work due to a paid vacation or paid holidays. The employer shall also make contributions based on employees' applicable rate per hour whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off. Contributions for a new probationary fulltime employee will begin at the completion of the employees' probationary period.
- C. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- D. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- E. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.
- F. The Employer shall contribute 40 hours per week per employee for any week the employee receives pay or performs a service for the Employer.
- G. If an employee is absent because of a verified non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of twenty-six (26) full weeks.
- H. If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.

WELFARE FUND

The employer will make weekly contributions to the Welfare Fund based on the following charts. The employee will have the option annually to change plans during open enrollment for

the Premier Plus Plan or the Premier Plan and will pay associated premium costs through payroll deductions.

Premium Plus Plan	2023	2024	2025	2026
Total weekly contribution	\$390	\$411	\$411	\$423
Company total weekly contribution	\$329.70	\$348.60	\$348.60	\$359.40
Employee total weekly contribution	\$60.30	\$62.40	\$62.40	\$63.60

Premium Plan	2023	2024	2025	2026
Total weekly contribution	\$354	\$373	\$373	\$385
Company total weekly contribution	\$326.10	\$343.20	\$343.20	\$354
Employee total weekly contribution	\$27.90	\$29.80	\$29.80	\$31.00

Payment shall be made no later than the tenth (10th) of the following month, on the following basis:

- a. The amount per week, per employee shall be contributed for any week in which an employee performs any service for the Employer even when performing emergency service outside of the bargaining unit because of illness or vacation replacement. This shall apply to new driver and shop/yard employees upon the completion of their one-week orientation period retroactive to their date of hire.
- b. The obligation to make the above contribution shall continue during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations, jury duty, etc. The above does not include payment of accrued vacation at the time of termination.
- c. If an employee is absent because of a verified non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of twenty-six (26) full weeks.

- d. If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.
- e. If an employee takes time off on his own other than his regular vacation, the Employer shall not be obligated for Welfare Fund payments for the week/weeks such employee is absent from work.
- f. Subject to any applicable Federal law, an employee must return and remain at work for thirty (30) work days to re-qualify for twenty-six (26) for the same illness or injury. If an employee comes back on light duty and is re-injured, the employee will only be entitled to any remainder of contributions which had not been paid by the Employer in connection with the original injury or illness as established by this Article.

The Employer agrees to sign any Participation Agreement required by the Pension Fund which is not inconsistent with this Agreement.

ARTICLE 14 401 (K) PLAN

No later than January 1, 2015, all full-and part-time employees shall be eligible to participate in the IAM National 401 (k) Plan in accordance with the terms of that Plan. The Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401 (k) account in the employee's name in compliance with the Internal Revenue Code and ERISA.

ARTICLE 15 FUEL MANAGEMENT

Company's fuel management program will be supported by the IAM and ATT drivers using fuel cards in conjunction with ECM readings to help calculate and manage OTR fuel purchases.

ARTICLE 16 DOMICILE TERMINAL STAFFING

The Company proposes to "Right Size" its terminals based on actual production schedules by offering a re-domicile one time per calendar year based on each individual driver's current place of residence.

ARTICLE 17 VACATION

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 second (2nd) year. Thereafter vacations shall be according to the following:

2 years to 8 years	-	2 weeks
9 years to 14 years	-	3 weeks
15 years to 20 years	-	4 weeks

1 year	-	1 week	- 2%	(vacation pay will be computed at 2% of the prior twelve (12) months' earnings for each week of vacation)
2 years	-	2 weeks	- 4%	
9 years -		3 weeks	- 6%	
15 years		-4 weeks	- 8%	

- b. Any employees who have quit, been discharged, shall be entitled to the vacation pay earned on a pro rate 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 for employees 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, the Employer shall not use this Section to arbitrarily refuse to allow an employee to take vacation.

Section 4.

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

ARTICLE 18 HOLIDAYS

Section 1.

The following holidays will be observed: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day, and a Personal Day (employee must ask for day fifteen (15) days prior to taking it).

Section 2.

All employees, except probationary employees, who are available for work preceding and following an observed holiday, shall be paid eight (8) hours at their 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 an on-the-job injury, he/she is considered to be available for work.

If employees 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.

For the calculation of overtime pay only, employees shall be credited with eight (8) hours of work for each paid holiday. If an employee works on a holiday, he shall be credited with the greater of eight (8) hours or actual hours worked, whichever is greater (but not both), for the purpose of calculating overtime pay.

Section 3.

All non-probationary employees shall be paid Holiday pay equal to eight times the Field Decking rate or eight (8) times the employee's actual hourly rate, whichever is greater.

ARTICLE 19 BEREAVEMENT PAY

In the event of a death in the family (father, mother, grandfather, grandmother, wife, husband, brother, sister, son or daughter, including foster parents and step-parents, mother-in-law, father-in-law, stepchildren and foster children), a regular employee shall be entitled to three (3) days' off with pay.

Bereavement pay shall be for eight (8) hours at the straight-time hourly rate. Bereavement time shall not be counted as hours worked for purposes of calculating overtime pay.

An employee is not eligible for bereavement pay when the employee is on leave of absence, vacation, bona fide layoff, sick leave, holiday, workers' compensation, and jury duty or would not have otherwise worked.

ARTICLE 20 JURY DUTY

It is the intent of this Section to provide compensation for time lost from work because of jury duty. It is applicable only to regular seniority employees. The employee shall receive the difference between eight (8) hours' straight-time pay and the total amount of monies received for jury service.

Regular employees reporting for jury duty on a regularly scheduled workday and serving on a jury shall receive jury duty pay.

Proof of service will be provided by the employment at the Company's request.

This benefit is for a maximum of four (4) weeks.

Employee must provide a copy of the juror summons to the Terminal Manager within a reasonable time prior to being off work. Inadvertent failure to provide a copy of the juror summons will not result in the denial of time off, discipline or loss of pay for work time missed under this Article.

ARTICLE 21 LEAVE OF ABSENCE

This Article will be implemented applicable to State and Federal laws.

- A. The Company agrees that upon written request the representatives of the Union, employees of the Company, shall be granted the necessary leave of absence for Union business. This shall be for a maximum of two (2) employees at each terminal at anytime. The Union agrees that its members covered by this provision shall not abuse this right. This shall be for a maximum of thirty (30) days unless otherwise agreed.

Employees on such leave shall not lose seniority or benefits during this time period.

Employees going on a personal leave of absence from the Company will not have benefits paid, but will retain their seniority position from the time of the leave of absence. The maximum length of time for a leave of absence is thirty (30) days unless changed by mutual agreement between the Company and the Union.

ARTICLE 22 MILITARY

Employees in service in the uniformed services of the United States, as defined by the provision of the Uniform Services Employment and Reemployment rights Act (USERRA), title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

Employees on USERRA-approved military leave shall continue to accrue vacation to be used upon return as set forth below. To be eligible for accrual, employees must be (i) employed by Auto Truck Transport for at least one (1) year, (ii) be a member of the uniformed services at time of call up, and (iii) be called into active duty (other than for training) for a period of service exceeding thirty (30) days pursuant to any provision of law because of a war or national emergency declared by the President of the United States or Congress. An eligible employee returning to work as per USERRA shall be entitled to annual vacation for the remainder of that contractual vacation period based on the number of weeks to which he/she is entitled for years of service.

In no event shall the employee have less than one (1) week of vacation available upon his/her return.

For the next contractual vacation period, the employee shall be credited with the vacation he would have accrued while he was on military leave. In no event shall the employee have less than he is entitled to based on total years of service under the Agreement.

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

ARTICLE 23 SUB-CONTRACTING

1. The Company agrees that it will not subcontract work while available employees who can do that work are on layoff.
2. The Company further agrees that it will not subcontract work that available employees are capable of performing. In order to implement this principle, the parties agree to the following:
 - a. The Company recognizes that a subcontractor shall not be given a load if an available employee of the Company is without a load. In such cases, the employee of the Company shall have the choice to take the subcontractor load or wait for a new Board to be posted.
 - b. The Company recognizes that loads should be paired and assigned to the maximum extent practicable in order that its employees, not subcontractors, are able to take longer and/or more lucrative loads.
 - c. The Terminal Manager and the Union's designee at the Terminal shall consult as they deem appropriate in such pairing and assigning of loads.
3. The Company shall quarterly furnish the Union with a list of all subcontracted loads.

ARTICLE 24 NO STRIKE/LOCKOUT AND WORK STOPPAGE

Section 2.No Strike and/or Lockout

The parties agree that any and all grievances and questions of interpretation arising from or in any way pertaining to the provisions of this Agreement shall be submitted to the grievance procedure for determination.

The Union agrees that there shall be no cessation of work, strike, tie-up of equipment, slowdown or walkout on the part of the employees, provided however that this shall not apply in the event

that the Company intentionally ignores the provisions of this Agreement and, after notice from the Union to cure the breach, fails to do so. The Employer agrees that it will not lockout any of its employees during the term of this Agreement.

Under no circumstances shall the failure to reach agreement on a matter the Parties have agreed to treat as a local matter justify either a strike or lockout during the life of this Agreement.

Section 3. Work Stoppages

- a. It is mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally. In particular, those individuals who are to be notified under (b) below should a violation of Section 1 occur. The Union may from time to time amend its listing of authorized representatives by certified mail.
- b. In the event that employees engage in any conduct prohibited by this section and not otherwise protected by law, the Union, immediately upon notification by the Company that such activity is occurring shall advise the Company in writing that such action has not been caused or sanctioned by the Union and advise the employees that the work stoppage and/or picket line is unauthorized and in violation of this Agreement. Fulfillment of its duty in this regard will relieve the Union from any liability for damages resulting from such unauthorized acts of its members.
- c. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article unless otherwise protected by law without the employee or employees or the Union on their behalf, having recourse to the grievance procedure and arbitration, except for the sole purpose of determining whether the conduct in question was in violation of this Article and whether the employee or employees participated in the action prohibited by this Article.
- d. It is understood that the Company will not force an employee to cross a lawful primary picket line to make a delivery to a customer.

ARTICLE 25 JOINT COMMITTEE

The parties hereby establish a Joint Committee. The purpose of the Committee shall be to discuss items of mutual interest that have an impact throughout the Employer's IAM-represented operations. The Committee will be co-chaired by the Employer's Executive Vice President of Labor Relations and the Union's Automotive Coordinator, or their respective designees. The co-chairs shall appoint an equal number of Auto Truck Transport ("ATT") and IAM representatives to serve on this Committee. The Joint Committee shall meet upon the mutual call of the co-chairs.

ARTICLE 26

GRIEVANCE AND ARBITRATION PROCEDURE

Unless otherwise expressly provided in this Agreement, any and all disputes, including interpretations of contract provisions arising under, out of, in connection with, or in relation to this collective bargaining agreement shall be subject to the grievance procedure of this Agreement:

Section 1.

Disputes involving the interpretation of national language shall be referred to a committee composed of the Employer's Vice President of Labor Relations, the Union's Automotive Coordinator/Director, and one designee for each side, for final and binding resolution. The committee shall meet on a discharge grievance within 30 days of the discharge being deadlocked at the local level. The Employer's Vice President of Labor Relations and the Union's Automotive Director may designate another individual to hear the case in their stead. The Employer and Union designees sitting on this committee may not be from the same area (IAMAW Lodge or ATT District) from which the grievance arose. If the committee cannot resolve the dispute, or, if they fail to hear the dispute within 60 days of the dispute being referred to them, then either side may refer the matter to arbitration within ten (10) days pursuant to the procedure for selecting an arbitrator set forth below.

Section 2.

With respect to disputes over all other matters that are grievable under the Agreement, the following procedure will apply:

- A. The aggrieved party or his Union representative shall give a clear, written statement of the grievance to the Terminal Manager or his designated representative within ten (10) calendar days from the date of the occurrence causing such grievance. In cases of discharge, the grievance must be filed within five (5) calendar days of the date of the discharge. The Terminal Manager or his designated representative shall make his written decision within ten (10) calendar days after such grievance has been so presented. The employee affected, if any, may have his Shop Steward present when receiving this written decision.
- B. If the Terminal Manager's decision is not satisfactory, the Local IAM Representative and Terminal Manager or his designated representative shall meet within ten (10) working days of the date the written decision provided pursuant to paragraph A is received to attempt to resolve the grievance.
- C. If the dispute cannot be resolved through the procedures of paragraphs A and B, it shall be referred to the Automotive Coordinator/Director, or his designee, who shall meet with the Company's Vice President of Labor Relations, or his designee, within thirty (30) days to attempt to resolve the dispute.

Section 3.

If the foregoing grievance procedure does not result in the satisfactory disposition of the grievance, it may be submitted to arbitration for settlement in accordance with the following procedure:

- A. Within ten (10) working days of the meeting described in Section 2, paragraph C above, the aggrieved party shall request in writing (with a copy to the other party) the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. The party requesting such nominations shall strike the names of three (3) such nominees and refer the list of the four (4) remaining nominees to the other party, who shall strike three (3) names and the remaining nominee shall be the Arbitrator; unless the second party finds no one acceptable, then a second panel may be requested and this rule will apply.
- B. Separate grievances may not be joined in a single arbitration except by mutual agreement of the parties.
- C. The decision of the Arbitrator made within the jurisdiction conferred on him by the parties shall be final and binding on both parties. The Arbitrator's decision making shall be confined to the four corners of this Agreement and such other Federal or State statutes as referenced in the Agreement. The Arbitrator shall not have authority to change or add to any of the provisions of this Agreement or to pass upon any matter not submitted to him.
- D. The cost of arbitration shall be shared equally by the Employer and the Union. Such costs shall include the filing fee, if any, the Arbitrator's fee and expenses, transcript, and place of holding the hearing. Each party shall be responsible for compensating its own representatives.

Section 4.

Failure of either party to adhere to the time limits in this Article will result in forfeiture.

Any time limits spelled out in the above procedure may be extended by mutual agreement of the parties.

Section 5.

Claims made by the Employer for overpayment of wages and claims made by employees for underpayment of wages, when upheld, shall be limited to sixty (60) days prior to the date the claim was filed. Pending final disposition by the Arbitrator, the employee discharged shall use all reasonable means to mitigate the potential back pay liability, and the Employer shall have the right to request verification thereof.

ARTICLE 27 DISCHARGE AND DISCIPLINE

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 the same to the Union. Except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is permitted without prior warning by the Work Rules set forth in Addendum A or is dishonesty or drunkenness or refusal to take a legally required sobriety test which shall establish a presumption of drunkenness, or recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers, or possession of or use of narcotics or marijuana, or refusal of a work assignment in violation of a mutually agreed dispatch procedure or the unauthorized use of equipment. An employee who is discharged or suspended in any area other than their home domicile shall be provided the fastest possible transportation home.

Uniform rules and regulations with respect to disciplinary action shall prevail in the application and interpretation of this Section. The following rules and regulations, and the penalties to be charged from violation of same, are agreed upon and included in Addendum A, so that all employees of the Company may know what duties are required of them in the general conduct of the Company's business.

ARTICLE 28 UNION AND EMPLOYER COOPERATION

- A. The Union and the Employer recognize the principle of a fair day's work for a fair day's pay that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer. The Employer may establish reasonable work standards, which shall take into account all factors relating to the work assignment, run, terminal and territorial operational conditions subject to agreement and approval with the Union. The employer reserves the right and power, including but without limiting the right to manage and control its operation, to hire all employees, to determine all qualifications and to dismiss employees consistent with specific limitations set forth herein.
- B. The Company and Union agree to use a designated employee from time to time to assist in training and other matters as the parties deem appropriate. When and where this is needed and for how long will be mutually agreed to between the Union and the Company. While performing his function the employee will be compensated at the shop rate.

ARTICLE 29 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's age, race, color, religion, sex, or national origin. Nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of age, race, color, religion, sex, or national origin. The Company and Union agree to abide by the Americans with Disabilities Act (ADA) and the Family Medical Leave Act (FMLA).

Nothing contained in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

Any alleged denial of the aforesaid opportunities in violation of this Article shall be submitted to the grievance procedure.

ARTICLE 30 COMPETITIVE REVIEW

In the event that competitive circumstances may or have resulted in a diversion of business and a consequent loss of jobs to other means of transportation or to a competitor, representatives of the International Union, the affected local, and the Company shall meet for the purpose of reviewing, and if necessary, adjusting by mutual agreement wage rates or working conditions. These representations shall have the authority irrespective of any other Article, Section or provision of this Agreement or any supplemental Agreement hereto to make the necessary adjustments and changes subject only to the approval of the Union members immediately involved and affected by such action.

ARTICLE 31 UTILIZATION OF EQUIPMENT

The Company has the right to utilize its equipment at all times in regards to backhaul to and from various terminal locations to include all shippers, regardless of whether those locations have employees on layoff. This Article supersedes any riders or dispatch procedures to the contrary.

The parties recognize that this Article is necessary for the Company to remain competitive, and will allow the Company to be effective in its cost containment programs. At no time will the Company use this Article to eliminate the business of a terminal.

ARTICLE 32 SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or

Section would be restrained by such tribunal pending the final determination as to its validity, the remainder of the Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the written notice specified above, the parties shall submit the unresolved issue to the grievance and arbitration procedure.

**ARTICLE 33
EMERGENCY REOPENING**

In the event of war, declaration of emergency, imposition of mandatory economic controls, the adoption of a National Health Program or any Congressional or Federal Agency action which has a significantly adverse effect on the financial structure of the Employer, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice, and require the other to enter renegotiations of the provisions of this Agreement directly affected by such action.

**ARTICLE 34
INDIVIDUAL NEGOTIATIONS**

Neither the Employer for any employees covered by this Agreement shall enter into any oral or written arrangement, agreement or contract that is contrary to this Agreement

**ARTICLE 35
LOCAL AGREEMENTS**

During the term of this Agreement, any local agreements that add to or modify the terms of this Agreement must be in writing and signed by Company's designee and the Union's designee.

ARTICLE 36
TERM OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from date of signature to October 31, 2022, and shall continue in full force and effect from year to year, unless a written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.

Where no such cancellation or terminations notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement. Either party may serve upon the other a notice at least sixty (60) days prior to October 31, 2022, or October 31 of any subsequent contract year, advising that such party desire to revise or change terms or conditions of such Agreement.

Section 3.

Revisions agreed upon or ordered shall be effective upon execution by the parties. The respective parties shall be permitted all legal or economic recourse to support their request for revisions, if the parties fail to agree thereon.

Note: Addendums dated 2/7/08 regarding weather delay and 2/7/08 regarding chain policy and Supplemental Dispatch 2/7/08 will be incorporated into this new agreement.

IN WITNESS THEREOF, the parties hereto set their hands and seals this 18 day of January, 2018-23 MT

FOR THE UNION

BY

[Signature]
ITS Business Representative

DATE 1/18/23

FOR THE COMPANY

BY

[Signature]
ITS President

DATE 1/18/23

**ADDENDUM A
WORK RULES AND REGULATIONS**

<u>RULES AND REGULATIONS</u>	<u>PENALTY</u>
1. ACCIDENTS:	
a. Major chargeable accident after full investigation.	Discharge
b. Minor chargeable accident after full investigation	1st Offense: reprimand or disciplinary layoff depending upon circumstances Subsequent Offenses: 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.	Discharge
2. ATTENDANCE:	
a. Absent for three successive working days without notification. Holidays, Saturday and Sunday shall be excluded.	Discharge
b. Excessive absenteeism and/or tardiness where notice is given (after meeting with Union and employees).	1st Offense: reprimand or disciplinary layoff depending upon circumstances Subsequent Offenses: subject to Discharge

- | | |
|--|-------------------------------------|
| c. Failure to notify company not less than two (2) hours prior to start of shift that you are going to be absent and thirty (30) minutes if you are going to be tardy. | 1st Offense: Reprimand |
| | 2 nd Offense: 2 days off |
| | 3 rd Offense: 1 week off |
| | 4 th Offense: Discharge |

3. CONDUCT

- | | |
|---|--|
| a. Evidence of possession and consuming some of and/or having consumed intoxicating beverages, taking narcotics, amphetamines, barbiturates, marijuana, hallucinogenic 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. | Discharge |
| b. Drinking or taking narcotics prior to reporting for duty where employee's condition is such that it will affect the proper performance of his duties. | Discharge |
| c. Discourtesy to customers or management. | Subject to Discharge |
| d. Failure to maintain a reasonably neat appearance. | 1 st Offense: reprimand
2 nd Offense: 3-day layoff
3 rd Offense: 1-week layoff
Subsequent Offenses: subject to Discharge |
| e. Flagrant disobeying of orders. | Reprimands to layoffs and discharge in aggravated cases |
| f. Participating in, instigating and/or perpetuating an unauthorized work stoppage, walkout or slow down. | Discharge |

- g. Proven sabotage and/or vandalism to company equipment or property and shippers' vehicles. Discharge

4. DAMAGES

- a. Failure to properly inspect and note cargo damages or defects prior to loading. 1st Offense: reprimand
2nd Offense: 3-days off
3rd Offense: Discharge
- b. Failure to properly describe damage or defects noted on delivery receipt by consignee. 1st Offense: reprimand
2nd Offense: 1-day off
3rd Offense: 3-days off
4th Offense: 1-week off
- c. Minor cargo damage resulting from careless handling or neglect. 1st Offense: reprimand
2nd Offense: 1-day off
3rd Offense: 3 days off
Subsequent Offenses: subject to discharge
- d. Major cargo damage resulting from careless handling or neglect. Discharge after full investigation

5. DRIVING SCHEDULES:

- a. Failure to complete trip in scheduled running time without satisfactory explanation. 1st Offense: 24-hour layoff
2nd Offense: 3-day layoff
3rd Offense: Discharge
- b. Delaying of load or equipment without satisfactory explanation. 1st Offense: 1-day off
2nd Offense: 3-day layoff
3rd Offense: Discharge
- c. Failure to follow highway routings designated by dispatcher or on freight bills. 1st Offense: reprimand
2nd Offense: 3-day layoff
3rd Offense: 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. Discharge

- | | |
|--|---|
| c. Employee's failure to have units properly fitted with State, Federal or Company required safety equipment. | 1 st Offense: 3-day layoff
2 nd Offense: 1-week layoff
3 rd Offense: Discharge |
| d. Failure to report breakdowns or other delays promptly. | 1 st Offense: reprimand
2 nd Offense: 2-day off
3 rd Offense: 1-week off
4 th Offense: Discharge |
| e. Failure to properly cover and/or protect load. | 1 st Offense: reprimand
2 nd Offense: 1-week layoff
3 rd Offense: Discharge |
| f. Proven abuse of and/or excessive and unnecessary cost of operation of Company equipment by improper or negligent operation. | Reprimand to layoffs and discharge in aggravated cases |

7. REPORTS:

- | | |
|---|--|
| a. Failure to properly make out reports and trip sheets, also failure to have consignee sign on delivery receipts and/or freight bills. | 1 st Offense: reprimand
2 nd Offense: 24-hour layoff
3 rd Offense: 3-day layoff
Subsequent Offenses: Discharge |
| b. Failure to comply with established dispatch procedure. | 1 st Offense: reprimand
2 nd Offense: 3-day layoff
3 rd Offense: Discharge |

8. MISCELLANEOUS:

- | | |
|---|--|
| a. Unauthorized carrying of passengers. | Discharge |
| b. Failure to meet all requirements of Local, State and Federal laws. | Reprimands to layoffs and discharge in aggravated cases. |
| c. Employee charging any purchases and/or repair bills to the Company without authorization. | 1 st Offense: reprimand
2 nd Offense: 1-week off
3 rd Offense: cancellation of lease agreement and discharge |
| d. Physical assault on Employer Discharge customer, or shippers' representatives or other employees while on duty or on Company property. | Discharge |
| e. Inferior quality of work of decker and/or yard employee. | 1 st Offense: Joint Meeting
2 nd Offense: 2 days off
3 rd Offense: 1 week off
4 th Offense: Discharge |
| f. Penalty for three minor offenses In a sixty (60) day period (See Note # 1) | 3 Minor: 3-day layoff
4 Minor: 1-week layoff
5 Minor: Discharge |

9. DISCHARGE FOR DISHONESTY SHALL INCLUDE THEFT OF SHIPPERS PROPERTY.

Minor offenses against any employee's record that are over nine (9) months old shall be cancelled.

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 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 Company'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 Union.

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 Company, the Union and the employee have reviewed the facts involved. Such meeting shall be held within seventy-two (72) hours after request of the Employer, except when extended by mutual consent, excluding Saturdays, Sundays and holidays.

Note #2: Where **RULE 8(e)** is invoked by the Employer, the three warning notices accumulated cannot be used under any other rule.

19753239.1

IAM NATIONAL PENSION FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

Employees hired after October 31, 2022 - Contribution Rate \$3.00 per hour

ARTICLE 13 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ <u>3.00</u>	For Each Hour <input checked="" type="checkbox"/>	For Each Day <input type="checkbox"/>	effective <u>November 1,</u> <u>2022</u>
\$ _____	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective _____ 20 ____
\$ _____	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective _____ 20 ____
\$ _____	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective _____ 20 ____

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.

Hourly rate – standard work week is at least 40 hours but less than 5 days.

Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- ☒ All job classifications covered by this Agreement
- ☐ Only the following job classifications**: _____

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- ☒ 40 hours per week
- ☐ 2080 hours per year (with no weekly maximum)
- ☐ No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- ☐ None
1. _____
 2. _____
 3. _____
 4. _____

- D. The parties may negotiate that contributions **will continue** based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes ☐ No ☒

If yes, indicate how long: _____

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, **but no later than sixty (60) calendar days after date of hire**. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes ☐ No ☒
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes ☐ No ☒
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) 90 calendar days
- 4) Indicate the length of the probationary period 90 calendar days
- 5) Does the company hire temporary employees? Yes ☐ No ☒
- 6) Will contributions for temporary employees begin from date of hire? Yes ☐ No ☒
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes ☐ No ☒
- 8) If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) _____

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

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FOR THE UNION:

IAM&AW

Name and Number of Lodge



Union Signature

Mark K Hammond

Printed Name of Union Representative

Business Representative

Title

Date: 1/18/23

Email Address: mhammond@iamaw.org

FOR THE COMPANY:

Auto Truck Transport Corp

Name of Company



Employer Signature

KEITH RENTZEL

Printed Name of Employer Representative

President

Title

Date: 1/18/23

Email Address: krentzel@autotrucktransport.com

EMPLOYER'S IRS IDENTIFICATION NUMBER: 35 - 1658677

Company mailing address: P.O. Box 581046, Pleasant Prairie, WI 53158

For plants or terminals located at:
PLEASE SEE ATTACHED LOCATIONS

(Street) (City) (State) (Zip)

(Street) (City) (State) (Zip)

RECEIVED AND ACKNOWLEDGED BY:

Authorized Officer Signature

Date: _____

Authorized Officer: Ryk Tierney, Executive Director

Name	Street Address	City, State	Zip Code
Auto Truck Transport	320 Bear Poplar Road	Cleveland, NC	27013
Auto Truck Transport	1202 Carriers Drive	Laredo, TX	78045
Auto Truck Transport	17000 Senior Rd.	Von Ormy, TX	78073
Auto Truck Transport	1801 N. Main Street	Mt. Holly, NC	28120
Auto Truck Transport	6220 North Basin Ave.	Portland, OR	97217

NAH

IAM NATIONAL PENSION FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

Employees Hired on or before October 31, 2022 - Contribution rate \$6.00
Per Hour

ARTICLE 13 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ 6.00	For Each Hour <input checked="" type="checkbox"/>	For Each Day <input type="checkbox"/>	effective November 1, 2022
\$	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective 20
\$	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective 20
\$	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective 20

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.

Hourly rate – standard work week is at least 40 hours but less than 5 days.

Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- ☒ All job classifications covered by this Agreement
- ☐ Only the following job classifications**: _____

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- ☒ 40 hours per week
- ☐ 2080 hours per year (with no weekly maximum)
- ☐ No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- ☐ None
1. _____
 2. _____
 3. _____
 4. _____

- D. The parties may negotiate that contributions **will continue** based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes ☐ No ☒

If yes, indicate how long: _____

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, **but no later than sixty (60) calendar days after date of hire**. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes ☐ No ☒
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes ☐ No ☒
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) 90 calendar days
- 4) Indicate the length of the probationary period 90 calendar days
- 5) Does the company hire temporary employees? Yes ☐ No ☒
- 6) Will contributions for temporary employees begin from date of hire? Yes ☐ No ☒
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes ☐ No ☒
- 8) If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) _____

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

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FOR THE UNION:

IAM&AW

Name and Number of Lodge



Union Signature

Mark Hammond

Printed Name of Union Representative

Business Representative

Title

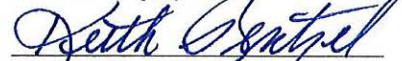
Date: 1/18/23

Email Address: mhammond@iamaw.org

FOR THE COMPANY:

Auto Truck Transport Corp

Name of Company



Employer Signature

KEITH KRENTZEL

Printed Name of Employer Representative

President

Title

Date: 1/18/23

Email Address: krentzel@autotrucktransport.com

EMPLOYER'S IRS IDENTIFICATION NUMBER: 35 - 1658677

Company mailing address: P.O. Box 581046, Pleasant Prairie, WI 53158

For plants or terminals located at:

PLEASE SEE ATTACHED LOCATIONS

(Street) (City) (State) (Zip)

(Street) (City) (State) (Zip)

RECEIVED AND ACKNOWLEDGED BY:

Authorized Officer Signature

Date: _____

Authorized Officer: Ryk Tierney, Executive Director

Name	Street Address	City, State	Zip Code
Auto Truck Transport	320 Bear Poplar Road	Cleveland, NC	27013
Auto Truck Transport	1202 Carriers Drive	Laredo, TX	78045
Auto Truck Transport	17000 Senior Rd.	Von Ormy, TX	78073
Auto Truck Transport	1801 N. Main Street	Mt. Holly, NC	28120
Auto Truck Transport	6220 North Basin Ave.	Portland, OR	97217

MA

I.A.M. NATIONAL 401(K) FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

- A. The undersigned employer wishes to contribute to the I.A.M. National 401(k) Fund (the "Fund" or "Plan") for all of its employees who are working under a Collective Bargaining Agreement with the International Association of Machinists & Aerospace Workers effective 11/1/22 through 10/31/26 (the "CBA"). This Agreement shall remain in effect until the employer is no longer required to participate in the Plan.

- B. Elective Contribution Option – The parties to the CBA may agree to Elective Contributions by the employees working under the CBA.

Will the employer make authorized pre-tax and/or after-tax deductions of a percentage of the employees' gross wages for each pay period for any employee covered by the CBA who has enrolled and authorized that such payroll deduction be made? Yes ☒ No ☐

If yes, Elective Contributions will be effective 11/1/22.

- C. Automatic Payroll Deduction Option – Automatic enrollment is not required, but this section must be completed:

The parties to the CBA may agree to automatically enroll all employees working under the CBA in the Plan.

Will all employees covered by the CBA be automatically enrolled in the Plan? Yes ☐ No ☒

If yes, please indicate the fixed percentage: _____%

If automatic enrollment is elected, then the employer is required to deduct the fixed percentage above from each employee's gross wages and remit it to the Fund. These amounts must be forwarded to the Fund Office no later than the date described in paragraph "E" below, unless the employee affirmatively elects (1) not to have the automatic deduction, or (2) to have a different percentage deducted from his or her wages.

- D. Employer Contribution Option – The parties to the CBA may agree to an Employer Contribution on behalf of the employees working under the CBA.

Will the Employer make a contribution on behalf of the employees? Yes ☐ No ☒

If yes, indicate the form of the Employer Contribution by checking and completing the applicable option below:

☐ Employer Match: The Employer will match _____% of the employees' total pre-tax contributions up to _____%.

☐ Employer Contribution: Employer will contribute \$ _____ per hour for each hour worked to a maximum of forty (40) hours per week.

☐ Other: _____

Please indicate the frequency of payment of the Employer Contribution only (for example, pay period, monthly, quarterly): _____

- E. Contributions required under paragraphs "B" and "C" above must be made on the earliest date on which the deducted amounts can be reasonably segregated from the employer's general assets, but in no event received later than the seventh (7th) business day following the date that payments are made to the employee ("Due Date"). Otherwise, the Fund will consider a contribution to be delinquent, subject to collection under the Fund's rules.
- F. A newly-hired employee will become a Plan participant after completing one hour of service, unless the CBA calls for the employee to complete a probationary period. However, for purposes of participating in the Plan, in no event can a probationary period be longer than 1,000 hours of service from the date of hire.
- G. The employer agrees to make deductions from the employee's wages of any amounts required by the Fund to pay back a loan taken from the Fund by the employee, if applicable. Such amounts will be deducted and remitted to the Fund in accordance with the Fund's timing rules for contributions found in paragraph "E."
- H. The employer agrees to implement the deferral elections made by the employees who are working under the CBA, and to provide the Trustees of the Fund (the "Trustees") with all compensation information and other data needed for the Trustees to administer the Plan in accordance with its terms and applicable law.
- I. The employer agrees to be bound by (i) the I.A.M. National 401(k) Fund Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement (the "Trust Agreement"), which is incorporated into this Agreement and made a part hereof, (ii) any rules and regulations adopted by Trustees in administering the Fund, and (iii) the terms of the Plan document currently in effect and as may be amended from time to time.
- J. No oral or written modification of this Agreement shall be binding on the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement, or arbitration agreed to by the parties to the CBA shall be binding on the Fund, unless the Fund has agreed to be a party to such proceeding.
- K. This Agreement shall become effective as soon as practicable following its acceptance by the Trustees. No employee deductions shall be remitted to the Fund until the parties to the Agreement are provided notification of acceptance by an authorized representative of the Fund.

- L. The employer shall allow the Fund to audit the payroll and wage records of the employer as necessary to determine whether and to what extent the employer has made the contributions required herein and the employer agrees to comply with the provisions of the Trust Agreement and Fund rules relating to such audits. The employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit including, in certain circumstances, the costs to perform the audit, promptly upon demand by the Fund. The employer agrees to be bound by the terms and conditions of the Fund's Trust Agreement.
- M. The employer understands that its participation in the Plan is conditioned on the employer's compliance with the participation, coverage and non-discrimination requirements of the Internal Revenue Code (the "Code"), and the Plan not being a top-heavy Plan with respect to the employer's non-bargaining unit employees. If (i) the employer fails to comply with the Code requirements referenced in the previous sentence, or (ii) the Plan is top-heavy with respect to the employer's non-bargaining unit employees, or (iii) the employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the employer's employees shall terminate.

-- END OF STANDARD CONTRACT LANGUAGE --
[The remainder of this page is intentionally left blank.]

FOR THE UNION:

IAM + AW

Name and Number of Lodge

Mark Hammond

Printed Name of Union Representative

Business Representative

Title

[Signature]

Union Signature

Date: 1/18/23

Email Address: mhammond@iamaw.org

FOR THE COMPANY:

AutoTRUCK Transport Corporation

Name of Company

KEITH RENTZEL

Printed Name of Employer Representative

PRESIDENT

Title

[Signature]

Employer Signature

Date: 1/18/23

Email Address: KRentzel@autotrucktransport.com

EMPLOYER'S IRS IDENTIFICATION NUMBER: 35-1658677

Company mailing address:

P.O. Box 581046 Pleasant Prairie, WI 53158

(Street)

(City)

(State)

(Zip)

For Plants or terminals located at:

Please see Attached Locations

(Street)

(City)

(State)

(Zip)

ACKNOWLEDGE AND RECEIVED BY:

Authorized Officer Signature

Date: _____

Authorized Officer: Ryk Tierney, Executive Director

Name	Street Address	City, State	Zip Code
Auto Truck Transport	320 Bear Poplar Road	Cleveland, NC	27013
Auto Truck Transport	1202 Carriers Drive	Laredo, TX	78045
Auto Truck Transport	17000 Senior Rd.	Von Ormy, TX	78073
Auto Truck Transport	1801 N. Main Street	Mt. Holly, NC	28120
Auto Truck Transport	6220 North Basin Ave.	Portland, OR	97217

MS

From: [iamsurveyadmin](#)
To: [DataInfoGroup](#)
Subject: SRF-5
Date: Wednesday, January 25, 2023 3:12:06 PM

This email is from a sender not in the IAM's email system. Do not click any links or open attachments unless you are expecting this information. If unsure, contact the sender to confirm.

Username: 3C9EFC29-E529-4440-8447-2C7546BEF3AA
Numeric Response ID: 147280
Response GUID: DA396FD6-8F6D-4FE5-B4C4-562453E794C2
Survey Start Date: Wednesday, 25 January 2023 14:43:29
Survey Completed Date: Wednesday, 25 January 2023 15:11:05

IAMAW SRF-5

CONTRACT DETAILS

Submitted by:

Mark Hammond

Submitted by Title:

(i.e., Business Representative)

Business Representative

Employer Industry

Auto, Truck and Vehicle Repair, Dealerships & Related

Effective Date

11/01/2022

Expiration / Amendable Date

10/31/2026

Sector

Private (Non-Government)

Statute

NLRA

Does the contract contain a provision for ...

Check-Off Dues Yes

Check-Off MNPL / MCPL Yes

Check-Off Guide Dogs No

Is this a ...

First Agreement No

Master Agreement Yes

Coordinated Bargaining Agreement No

Aerospace (Related) No

Health Care (Related) No

Service Contract Act (Related) No

Products Manufactured / Services

Trucking Company

Association (if applicable)

Not Answered

IAMAW SRF-5

SITE DETAILS

If the contract covers more than one site, please provide data for sites individually.

Employer

Auto Truck Transport Corporation

Tradestyle Operation / Division

Not Answered

Former employer name

If applicable.

Not Answered

Work Place Address

PO Box 581046

City

Pleasant Prairie

State / Province

WI

Zip Code

53158

Reported # of Barg Unit Employees at Site

384

Reported # of IAM Members in Unit at Site

384

Union Status

Dues Required / Agency Fee

Corporate Address (If different from Work Place Address)

* Work Locations 320 Bear Poplar Road, Cleveland, NC 27013 1202 Carriers Drive,
Laredo, TX 78045 17000 Senior Road, Von Ormy, TX 78073 1801 N. Main Street, Mt.
Holly, NC 28120 6220 North Basin Ave., Portland, OR 97217

Parent Company Name

Not Answered

Ultimate Parent Company Name

Not Answered

NAIC **[FOR IAM S.R. USE ONLY]**

(To be completed by IAM S.R. Staff)

Not Answered

District Lodge

15

Local Lodge

447

Territory / Territories

Eastern

Does this contract cover other site(s) not yet listed?

No

IAMAW SRF-5

WAGE DETAILS

Average Hourly Wage (\$)

If the bargaining unit wages are annual salaried classifications, divide the annual by 52 weeks and then by 40 hours.

18.50

Wage Memo

Not Answered

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase is negotiated, please enter "Zero"

Effective Date Category Amount Memo

First

Second

Third

Fouth

Fifth

Sixth

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OCCUPATION DETAILS

Occupation(s)

Transportation (other than Air & Rail)

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HEALTH CARE / BENEFITS DETAILS

Employee Premium Contribution

	Name	Date Rate Effective	Coverage Tier	Amount Type	Amount	Frequency	Memo
1	Dental Plan	11/01/2022					See CBA
2	Health Plan	11/01/2022					See CBA
3	Vision Plan	11/01/2022					See CBA
4							
5							
6							
7							
8							
9							
10							

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EMPLOYEE SAVINGS DETAILS

	Formula	Contribution Type
1	401(K) / Savings Plan See CBA	No Employer Contribution
2		
3		

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PENSION DETAILS

Penson / Retirement

	Name	Date Rate Effective	Category	Amount Type	Amount	Frequency	Memo
1	IAM National Pension Plan	11/01/2022	Employer Contribution	Amount (\$)	3.00	Per Hour	
2	IAM National Pension Plan	11/01/2022	Employer Contribution	Amount (\$)	6.00	Per Hour	
3							
4							
5							

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OTHER UNIONS ON SITE

Name(s)

IAM

Memo

Not Answered

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CONTRACT LANGUAGE DETAILS

Type(s) of Contract Language

Please select all that apply

Not Answered

Memo

Not Answered

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ADDITIONAL COMMENTS AND/OR DETAILS

Additional Comments and/or Details

Not Answered

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UPLOAD CONTRACT DOCUMENT

Please attached an electronic version of the Contract here.

Auto Truck Transport 2022-2026.pdf - 18 MB

[Download File](#)