

The parties reserve the right to correct inadvertent errors and omissions.

**2015 NMATA Joint Negotiations
Tentative Agreement
Monday, July 25, 2016
Summary of General Monetary Proposal
National and all Supplemental Agreements
For the period covering September 1, 2015 through August 31, 2020**

Note: The general hourly, mileage and other benefit increases are as follows and shall be applied in accordance with the appropriate Area Supplement.

1) **Backpay settlement:** Active full-time employees as of the date of ratification and employees on an approved leave of absence (including workers' compensation and disability leave) will receive a \$1,000.00 lump sum payment for 2015-2016 retroactive wage increases. Casuals and laid-off employees on the seniority list who have worked at least 500 hours between September 1, 2015 and August 31, 2016 will also receive the \$1,000.00 lump sum payment. Payment of the lump sum will be made by separate check and within thirty days of date of ratification.

2) **General Wage Increases:**

a) Effective first payroll period after ratification:

\$0.30 per hour (includes drivers, yard and office)
\$0.40 per hour for garage
1.0 cent per running mile
1.2% increase for full and frozen rate pay miles
3.0% increase on Article 22 running mile rate
1.2% flat/zone/shuttle/incentive or other wage rates; (includes tool allowance and all other monetary items in the Supplements including skid drops)

b) Effective June 1, 2017:

\$0.30 per hour (includes drivers, yard and office)
\$0.40 per hour for garage
1.0 cent per running mile
1.2% increase for full and frozen rate pay miles
3.0% increase on Article 22 running mile rate
1.2% flat/zone/shuttle/incentive or other wage rates; (includes tool allowance and all other monetary items in the Supplements including skid drops)

c) Effective June 1, 2018:

\$0.30 per hour (includes drivers, yard and office)
\$0.40 per hour for garage
1.0 cent per running mile
1.2% increase for full and frozen rate pay miles
3.0% increase on Article 22 running mile rate
1.2% flat/zone/shuttle/incentive or other wage rates; (includes tool allowance and all other monetary items in the Supplements including skid drops)

d) Effective June 1, 2019:

\$0.35 per hour (includes drivers, yard and office)
\$0.40 per hour for garage
1.0 cent per running mile
1.4% increase for full and frozen rate pay miles
3.0% increase on Article 22 running mile rate
1.4% flat/zone/shuttle/incentive or other wage rates; (includes tool allowance and all other monetary items in the Supplements including skid drops)

e) Effective June 1, 2020:

\$0.45 per hour (includes drivers, yard and office)
\$0.50 per hour for garage
2.0 cents per running mile
1.8% increase for full and frozen rate pay miles
3.0% increase on Article 22 running mile rate
1.8% flat/zone/shuttle/incentive or other wage rates; (includes tool allowance and all other monetary items in the Supplements including skid drops)

3) Cost-of-Living Adjustments (COLA):

Annual COLA payable on 6/1/17, 6/1/18, 6/1/19 and 6/1/20 if the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S., all items, (1982-84=100). For every .1 point increase in the CPI-W, wage rates will increase by one cent (\$.01) per hour, or .50 mills per loaded mile, .25 mills per running mile, or .1 percent of flat/zone rate. Frozen rates and Driveaway hourly, mileage rates and flat/zone rates will be increased in a similar manner. Under no circumstance will a reduction in the CPI-W cause a reduction in base rates. The COLA shall only be effective if the increase in the CPI-W exceeds 3.0% and shall be capped at 10 cents per hour each year.

Central-Southern Article 61 Sec. 22 to be modified so that Article 22 and running mile rates are increased by COLA, if any.

4) Health & Welfare and Pension Plans:

A. Central States Southeast and Southwest Areas Health and Welfare Fund, contributions will be made to maintain C-6/Teamcare coverage, at weekly rates not to exceed the following:

8/1/15: \$350.70

8/1/16: \$374.70

8/1/17: \$406.65

8/1/18: \$441.50

8/1/19: the published weekly rate necessary to maintain benefits

8/1/20: the published weekly rate necessary to maintain benefits

B. All other funds: Weekly or monthly Health & Welfare and Pension contributions on behalf of each covered employee shall be increased by the amount necessary on August 1 of each year as determined by the respective plan trustees to maintain all benefits then in effect.

C. The trigger in all Supplements and health funds for qualifying for a week's health and welfare contribution will be three (3) compensated or employer excused days, unless the Fund has a contribution rate other than weekly in place.

5) Vacations

Effective January 1, 2016, the parties shall adopt in all Supplements the language of the 2011-2015 NMATA Western Supplemental Agreement, Article 42, Section 9 of Common Clauses as follows:

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

1. Employees must be eligible for two (2) or more weeks of vacation.
2. Employee must give seven (7) days written notice to his/her Employer. The Employer must respond in writing within forty-eight (48) hours, excluding Saturdays, Sundays or holidays.
3. The number of employees, if any, entitled to be off on any given day shall be in accordance with the seniority of the employee and be consistent with efficient operations.
4. Single vacation days may not be used the workday prior to or after a holiday unless mutually agreed to by the Employer and employee.
5. Full week vacations shall have preference over single day vacations.

6. Employee must notify his/her Employer in writing of his/her intent to use vacation one day at a time in March of each year.

The above language shall not supersede current local agreements. The minimum number of weeks needed under Article 50, Section 3 (b) (1) of the Eastern Area Supplemental Agreement shall be reduced from three (3) weeks to two (2) weeks.

6) Pay Period and Direct Deposit – Article 3, Section 7

Electronic Funds Transfer (Direct Deposit)

a) With respect to payroll, all employees will be paid weekly. Current holdback provisions will remain in place.

b) Within two months of ratification and where not prohibited by state law, all employees will enroll in Direct Deposit or will be paid electronically using a pay card/debit card, etc.

If an employee is enrolled on Direct Deposit or the Debit Card system and the employee's pay is not deposited to their bank account or delivered to him/her on payday due to employer error, the employee's pay will be deposited to the employee's account by means of Electronic Funds Transfer or the employee will be paid by station draft within twenty-four (24) hours.

c) The Employer shall furnish an itemized statement of all pay items and earnings and deductions with all pay stubs. However, the employer reserves the right to provide said itemized statement electronically in the future.

7) Meal Allowance

Effective on ratification, the daily meal allowance shall be increased to \$30.00 per day.

8) Dry Freight

Effective on ratification, drivers shall be paid twenty-five percent (25%) of gross receipts from loads of freight other than motor vehicles.

Effective on ratification, drivers shall be paid twenty-five percent (25%) of gross receipts from loads of "Off Road / Utility types of vehicles". The minimum payment for such loads will be no less than the equivalent of the running mile rate plus loading and unloading.

9) Secondary Traffic

[None of the following provisions shall apply to an Employer whose pay methodology for the handling of secondary market traffic, as of the date of ratification of this agreement, has been the regular contract rate.]

- a) Effective the date of ratification of this agreement, for any Employer whose pay methodology for the handling of secondary market traffic is a percentage of revenue, drivers shall be paid as follows
 1. Drivers picking up used vehicles from various sites as a backhaul shall receive twenty-five percent (25%) of the total revenue as their total compensation for a 6 unit load or more.
 2. Drivers picking up used vehicles from various sites as a backhaul shall receive thirty-five percent (35%) of the total revenue as their total compensation for 3 to 5 units.
 3. Drivers picking up used vehicles from various sites as a backhaul shall receive fifty percent (50%) of the total revenue as their total compensation for 2 units or less.
 4. Secondary Market loads will be limited to no more than 2 pickup points or 2\ delivery points.

Pay for Secondary Market traffic will not be less than the running mile rate as provided for in the Central-Southern Supplement Art. 61 Sec. 13 and is excluded from the provisions of Central-Southern Supplement Art. 61 Sec. 18.

Any excess waiting time will be paid in accordance with the guidelines of the National Master Automobile Transporters Agreement and its Supplements.

If any previously approved Art. 2 Sec. 8 Agreements do not contain the above provisions, those agreements are to be modified to include them.

Any disputes arising under this agreement shall first be addressed by the parties for an attempted resolution. Any unresolved disputes are subject to the grievance procedure under the guidelines of the National Master Automobile Transporters Agreement.

Between March 1, 2017 and March 31, 2017, at any locations where an Art. 2 Sec. 8 agreement regarding secondary market agreement was not in effect on the date of ratification of this agreement, the Local Union may serve notice, in writing, on an employer if the employees no longer wish to participate in the handling of secondary market traffic. Following such written notice the employees at that location will be considered to have opted out of participation of above.

The Employer upon request shall provide the local union all pertinent financial data to ensure proper payment of percentages, with no reductions or ancillary charges.

The provisions of the Eastern Area Supplemental Agreement are to be modified to reflect the percentages set forth in parts 1, 2 and 3 above.

End (truckaway)

**National Master Automobile Transporters Agreement
Summary of General Monetary Settlement
Annual Increases**

	Ratification		6/1/17	6/1/18	6/1/19	6/1/20	Total
Hourly	\$1,000	\$0.30	\$0.30	\$0.30	\$0.35	\$0.45	\$1.70
Garage	\$1,000	\$0.40	\$0.40	\$0.40	\$0.40	\$0.50	\$2.10
Loaded Mile	\$1,000	1.2%	1.2%	1.2%	1.4%	1.8%	6.8%
Frozen Rate		1.2%	1.2%	1.2%	1.4%	1.8%	6.8%
Running Mile	\$1,000	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.05
Article 22/New Business		3.0%	3.0%	3.0%	3.0%	3.0%	15.0%
Flat/Zone/Shuttle, etc	\$1,000	1.2%	1.2%	1.2%	1.4%	1.8%	6.8%
Loading/Skid Drops		1.2%	1.2%	1.2%	1.4%	1.8%	6.8%
Driveaway (all items)	\$1,000	2.0%	2.0%	2.0%	2.0%	2.0%	10.0%
<i>plus COLA (if any) for 2017 through 2020</i>							

**Central/Southern Loading Rate
Article 58, Section 1**

	<u>Current</u>	<u>Ratif.</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
6 Vehicles or Less	\$4.16	\$4.21	\$4.26	\$4.31	\$4.37	\$4.45	\$0.29
7 Vehicles	\$4.34	\$4.39	\$4.44	\$4.49	\$4.55	\$4.63	\$0.29
8 Vehicles	\$4.82	\$4.88	\$4.94	\$5.00	\$5.07	\$5.16	\$0.34
9 Vehicles	\$5.33	\$5.39	\$5.45	\$5.52	\$5.60	\$5.70	\$0.37
10 Vehicles	\$5.74	\$5.81	\$5.88	\$5.95	\$6.03	\$6.14	\$0.40
11 Vehicles	\$6.12	\$6.19	\$6.26	\$6.34	\$6.43	\$6.55	\$0.43
12 Vehicles	\$6.53	\$6.61	\$6.69	\$6.77	\$6.86	\$6.98	\$0.45
13 Vehicles	\$6.60	\$6.68	\$6.76	\$6.84	\$6.94	\$7.06	\$0.46
14 Vehicles	\$6.66	\$6.74	\$6.82	\$6.90	\$7.00	\$7.13	\$0.47

**Central/Southern Split Deliveries
Article 59, Section 7**

	<u>Current</u>	<u>Ratif</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
1st Skid Drop	\$3.67	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92	\$0.25
2nd Skid Drop	\$5.79	\$5.86	\$5.93	\$6.00	\$6.08	\$6.19	\$0.40
3rd Skid Drop	\$6.44	\$6.52	\$6.60	\$6.68	\$6.77	\$6.89	\$0.45
4th Skid Drop	\$7.10	\$7.19	\$7.28	\$7.37	\$7.47	\$7.60	\$0.50
5th Skid Drop	\$7.92	\$8.02	\$8.12	\$8.22	\$8.34	\$8.49	\$0.57
6th Skid Drop	\$8.74	\$8.84	\$8.95	\$9.06	\$9.19	\$9.36	\$0.62
7th Skid Drop	\$9.59	\$9.71	\$9.83	\$9.95	\$10.09	\$10.27	\$0.68
8th Skid Drop	\$10.37	\$10.49	\$10.62	\$10.75	\$10.90	\$11.10	\$0.73
9th Skid Drop and over	\$11.19	\$11.32	\$11.46	\$11.60	\$11.76	\$11.97	\$0.78

Split Deliveries in Large Cities	<u>Current</u>	<u>Ratif</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
1st Skid Drop	\$3.67	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92	\$0.25
2nd Skid Drop	\$8.01	\$8.11	\$8.21	\$8.31	\$8.43	\$8.58	\$0.57
3rd Skid Drop	\$8.58	\$8.68	\$8.78	\$8.89	\$9.01	\$9.17	\$0.59
4th Skid Drop	\$9.20	\$9.31	\$9.42	\$9.53	\$9.66	\$9.83	\$0.63
5th Skid Drop	\$10.06	\$10.18	\$10.30	\$10.42	\$10.57	\$10.76	\$0.70
6th Skid Drop	\$10.86	\$10.99	\$11.12	\$11.25	\$11.41	\$11.62	\$0.76
7th Skid Drop	\$11.66	\$11.80	\$11.94	\$12.08	\$12.25	\$12.47	\$0.81
8th Skid Drop	\$12.49	\$12.64	\$12.79	\$12.94	\$13.12	\$13.36	\$0.87
9th Skid Drop and over	\$13.30	\$13.46	\$13.62	\$13.78	\$13.97	\$14.22	\$0.92

Split loads of farm tractors	<u>Current</u>	<u>Ratif</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
1st skid drop	\$3.67	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92	\$0.25
2nd skid drop & each additional	\$4.48	\$4.53	\$4.58	\$4.63	\$4.69	\$4.77	\$0.29

**Eastern Split Deliveries
Article 48, Section 4**

	<u>Current</u>	<u>Ratif</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
1st Skid Drop	\$3.67	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92	\$0.25
2nd Skid Drop	\$5.79	\$5.86	\$5.93	\$6.00	\$6.08	\$6.19	\$0.40
3rd Skid Drop	\$6.53	\$6.61	\$6.69	\$6.77	\$6.86	\$6.98	\$0.45
4th Skid Drop	\$7.20	\$7.29	\$7.38	\$7.47	\$7.57	\$7.71	\$0.51
5th Skid Drop	\$8.00	\$8.10	\$8.20	\$8.30	\$8.42	\$8.57	\$0.57
6th Skid Drop	\$8.83	\$8.94	\$9.05	\$9.16	\$9.29	\$9.46	\$0.63
7th Skid Drop	\$9.64	\$9.76	\$9.88	\$10.00	\$10.14	\$10.32	\$0.68
8th Skid Drop	\$10.44	\$10.57	\$10.70	\$10.83	\$10.98	\$11.18	\$0.74
9th Skid Drop and over	\$11.29	\$11.43	\$11.57	\$11.71	\$11.87	\$12.08	\$0.79

Split Deliveries in Large Cities	<u>Current</u>	<u>Ratif</u>	<u>6/1/17</u>	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>Total</u>
1st Skid Drop	\$3.67	\$3.71	\$3.75	\$3.80	\$3.85	\$3.92	\$0.25
2nd Skid Drop	\$7.92	\$8.02	\$8.12	\$8.22	\$8.34	\$8.49	\$0.57
3rd Skid Drop	\$8.58	\$8.68	\$8.78	\$8.89	\$9.01	\$9.17	\$0.59
4th Skid Drop	\$9.20	\$9.31	\$9.42	\$9.53	\$9.66	\$9.83	\$0.63
5th Skid Drop	\$10.06	\$10.18	\$10.30	\$10.42	\$10.57	\$10.76	\$0.70
6th Skid Drop	\$10.88	\$11.01	\$11.14	\$11.27	\$11.43	\$11.64	\$0.76
7th Skid Drop	\$11.66	\$11.80	\$11.94	\$12.08	\$12.25	\$12.47	\$0.81
8th Skid Drop	\$12.49	\$12.64	\$12.79	\$12.94	\$13.12	\$13.36	\$0.87
9th Skid Drop and over	\$13.30	\$13.46	\$13.62	\$13.78	\$13.97	\$14.22	\$0.92

**TENTATIVE AGREEMENT
RELATING TO DRIVEAWAY ONLY**

1. Backpay settlement: Active full-time employees as of the date of ratification and employees on an approved leave of absence (including workers' compensation and disability leave) will receive a \$1,000.00 lump sum payment for 2015-2016 retroactive wage increases. Casuals and laid-off employees on the seniority list who have worked at least 500 hours between September 1, 2015 and August 31, 2016 will also receive the \$1,000.00 lump sum payment. Payment of the lump sum will be made by separate check and within thirty days of date of ratification.

2. General Wage Increases:

- a) Effective first payroll period after ratification: 2.00% increase applied to all mileage rates (including any "new business" or frozen rates), hourly, decking and undocking, flat rates, split rates, fueling and accessorial charges.
- b) Effective June 1, 2017: 2.00% increase applied to all mileage rates (including any "new business" or frozen rates), hourly, decking and undocking, flat rates, split rates, fueling and accessorial charges.
- c) Effective June 1, 2018: 2.00% increase applied to all mileage rates (including any "new business" or frozen rates), hourly, decking and undocking, flat rates, split rates, fueling and accessorial charges.
- d) Effective June 1, 2019: 2.00% increase applied to all mileage rates (including any "new business" or frozen rates), hourly, decking and undocking, flat rates, split rates, fueling and accessorial charges.
- e) Effective June 1, 2020: 2.00% increase applied to all mileage rates (including any "new business" or frozen rates), hourly, decking and undocking, flat rates, split rates, fueling and accessorial charges.

3. Workers' Compensation

The Local Unions agree to provide their full cooperation and assistance to the Company in support of its efforts to eliminate workplace injuries.

4. **Workers' Compensation Bonus Program**

Commencing January 1, 2016, a terminal-based bonus program shall be introduced each year based upon workers' compensation expenses from the prior year. To be eligible for the bonus, the employees must be on the active seniority list for the applicable year for which improvements are being compared. If workers' compensation costs fall below 7.75% of terminal payroll expense for the prior year, all eligible employees will be given \$100.00 for each full month worked to a maximum bonus of \$1,200 payable by August 1st of the subsequent year. If workers' compensation costs fall between 7.75% and 9.75%, the bonus amount shall be \$50.00 for each full month worked to a maximum bonus of \$600 per eligible employee payable by August 1st of the subsequent year. In the event this bonus program is deemed to be a violation of federal law, the parties agree to enter into negotiations for an alternative program.

5. **Subsistence Pay and Meal Allowance**

- a) Effective ratification, increase subsistence pay shall be increased to \$37.00 per day. Effective September 1, 2018, said amount shall be increased to \$40.00 per day.
- b) Effective ratification, increase meal allowance to \$10.00. Effective September 1, 2018, said amount shall be increased to \$12.00 per day.

6. **Miscellaneous**

- a) If DEF additive is not located at the fueling station, the \$3.00 payment shall remain.
- b) Drivers shall be paid \$2.50 per trip for utilization of electronic device(s) for scanning and any other miscellaneous functions required during and/or upon completion of a trip.

7. **Duration**

Effective September 1, 2015 through August 31, 2020 (five years)

All other economic items to be determined at National settlement.

END