

Local Rider
Between
Teamsters Local 251

And
Jack Cooper Specialized Transport, Inc.

This Local rider is to be attached and made part of the contract between **Jack Cooper Specialized Transport, Inc.** and **Teamsters Local 251** of the International Brotherhood of Teamsters in accordance with the provisions of Article 2, Section 8 of the National Master Automobile Transporters Agreement.

The primary purpose of this Agreement is to acquire traffic from non-signatory carriers.

The primary work that Specialized performs under this Local Rider, is the hauling of secondary market vehicles (Auction vehicles, Vehicle Buy Backs, Rental, etc.), with incidental new car hauling, including trip leasing and back hauls.

Specialized may acquire new vehicle work that has not been handled (on a regular basis) by Jack Cooper Transport or other Full Rate NMATA Employers within 7 (seven) years prior to Specialized's acquisition of such business.

Specialized will not take any of the existing accounts, work or business of Jack Cooper Transport, or of any other NMATA Employers; nor will Specialized otherwise bid or compete against Jack Cooper Transport or any other NMATA Employer.

Should any work performed by Specialized under this Local Rider be transferred to Jack Cooper Transport or any other NMATA Employer, the provisions of this Local Rider modifying the National or Supplements under Article 2, Section 8 shall be null and void for the purposes of the application of Article 2, Section 5 (d) of the National Agreement.

The staffing of this Terminal will be solely by Owner-Operators.

Article 1

Time Off

Owner-operators requesting time off:

- (a) May be granted time off as requested not to exceed three (3) days providing there are sufficient drivers available to properly handle current business.
- (b) Must request time off prior to time of dispatch
- (c) Must advise dispatch of the time of return to work.

Article 2

Dispatch

There shall be a phone dispatch.

- (a) Owner-operators are to call their designated Dispatch phone numbers when empty.
- (b) Drivers are to establish an E.T.A. at the time of their dispatch.
- (c) Any delays or changes in E.T.A.'s must be called into their designated dispatch numbers as soon as possible.
- (d) Drivers may pick prior to their E.T.A. when circumstances change.

Article 3

Health & Welfare

The Company agrees to participate in the Local 251 Health & Welfare Fund. The initial contribution rate shall be \$8.9125 per hour with a maximum of 40 hours per week. Contributions on behalf of each covered employee shall be increased on August 1, 2013 and for each subsequent year up to and including August 1, 2015 in an amount determined by the respective plan trustees to maintain all benefits in effect.

Article 4

Pension Fund

The Company agrees to participate in the New England Teamsters & Trucking Industry Pension Fund. The initial contribution rate shall be \$3.00 per hour with a maximum of 40 hours per week (\$120.00 per week). Contributions on behalf of each covered employee shall be increased as determined by the Pension Fund Trustees which they deem necessary to maintain the benefit level established for the covered employees under this Local Rider.

Article 5

Trip Leasing

In addition to Article 42 the following shall apply:

1. Trip leasing by Specialized shall not reduce or restrict the staffing levels of the Carrier doing the leasing (Jack Cooper Transport or other NMATA Employers).
2. If it becomes necessary for Specialized to haul consecutive trips because of an overflow situation, or other emergency, then Specialized will be required to pay contributions to the Pension Fund at the Full NMATA Rate for such trip or trips.

Article 6

It is agreed and understood, that whenever this rider is silent on any subject matter, the provisions of the National Master Transporters Agreement, Eastern Area Supplemental Agreement, shall be final and binding upon the parties. Upon signing of this rider, any and all other agreements between Local 251 and Jack Cooper Specialized Transport, Inc. not expressly agreed to or provided for in the National Automobile Transporters Agreement, will become null and void.

The Company, **Jack Cooper Specialized Transport, Inc.**, has signed all the required documentation and is fully signatory to the National Automobile Transporters Agreement and the Eastern Area Supplemental Agreement.

Article 7

A violation of the above conditions will be considered as a violation of the provisions of Article 2, section 8 in addition to any other applicable provisions of the Eastern Supplement.

Jack Cooper Specialized
Transport, Inc.

Teamsters Local 251

By: Jim Johnston

By: Jim Johnston

Date: 11/15/2012

By: Joseph J. Barros

By: JOSEPH J. BARROS

Date: 11/16/12