

WESTERN AREA SUPPLEMENTAL AGREEMENTS

Covering

TRUCKAWAY, DRIVEAWAY, AUTOMOTIVE SHOP, OFFICE AND WESTERN AREA YARD OPERATIONS

Part I General (Common Clauses)

Part II Truckaway

Part III Driveaway

Part IV Western Area Yard

Part V Automotive Shop

Part VI Office

FOR THE PERIOD ~~SEPTEMBER 1, 2015~~ JUNE 1, 2022

~~THROUGH MAY 31, 2021~~ AUGUST 31, 2025

This Supplemental Agreement is supplemental to and becomes a part of the National Master Automobile Transporters Agreement, hereinafter referred to as the "National Master Agreement" for the period commencing ~~September 1, 2015~~ June 1, 2022, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

PART I—GENERAL

COVERING TRUCKAWAY, DRIVEAWAY, AUTOMOTIVE SHOP, OFFICE AND WESTERN AREA YARD OPERATIONS

ARTICLE 36 GENERAL

NO CHANGE

ARTICLE 37. LEAVE OF ABSENCE

NO CHANGE

ARTICLE 38. PAY PERIOD

NO CHANGE

ARTICLE 39. EXAMINATION AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 40. UTILIZATION OF EMPLOYEES AND EQUIPMENT

NO CHANGE

ARTICLE 41. COMPANY RULES

NO CHANGE

ARTICLE 42. VACATIONS

Employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay. A like vacation with pay shall be given the employee for the second (2nd) year of service.

Employees who have completed three (3) years of service shall receive two (2) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the eighth (8th) year of employment.

Employees who have completed nine (9) years of service shall receive three (3) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.

Employees who have completed fifteen (15) years of service shall receive four (4) weeks' vacation with pay. A like vacation shall be given upon completion of each year of service through the nineteenth (19th) year of employment.

Employees who have completed twenty (20) years of service shall receive five (5) weeks' vacation with pay for the twentieth (20th) year and each year of employment thereafter.

A vacation of six (6) weeks with pay shall be granted to all employees who have been employed twenty-five (25) years and worked ten (10) months of the twenty-fifth year and for each year thereafter.

Section 9.

In an effort to reduce absenteeism, employees will be allowed to take ~~one (1) two (2) weeks~~ 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) one (1)~~ or more weeks of vacation.
2. Employee must give ~~seven (7) three (3)~~ days written notice to his/her Employer. The Employer must respond in writing within ~~forty-eight (48) twenty-four (24)~~ hours, excluding Saturdays, Sundays or holidays. Up to five (5) of such days, however, may be taken without prior notice.

- 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.

ARTICLE 43. HOLIDAYS

(a) All employees who have been on the payroll of the Employer thirty (30) days shall receive pay for the holidays named below regardless of which day of the week the holiday falls. All qualified employees shall be paid for such holidays if no work is performed at the rate of eight (8) hours' pay at the applicable hourly rate of his classification.

New Year's Day	day after Thanksgiving
Presidents' Day	December 24th
Good Friday	Christmas Day
<u>Martin Luther King, Jr. Day</u>	December 31st
Memorial Day	personal holiday
Fourth of July	(see Note)
Labor Day	
Thanksgiving Day	

Holiday Pay, Local

(7) Employees who work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24th, Christmas Day, December 31st, or the employee's personal holiday or any day celebrated in lieu thereof, shall be paid two (2) times the regular rate of pay for all hours worked with a minimum of eight (8) hours in addition to eight (8) hours' holiday pay. The method and rate of holiday pay will be consistent with an employee's bid board, with the exception that ten percent (10%) of the manpower on the bid boards may be adjusted in accordance with local dispatch procedures to meet operational needs.

Employees who work on Presidents' Day, Good Friday, Martin Luther King, Jr. Day or the day after Thanksgiving shall be paid for such eight (8) hours at the regular straight-time hourly rate of pay in addition to eight (8) hours' holiday pay. Shifts which commence prior to 10 p.m. on the day before the holiday and extend into the holiday, shall be paid for at the regular hourly rate of pay and are not subject to the holiday premium pay provision for those hours worked into the holiday.

Holiday Pay During Absence from Work

(b) Regular employees are entitled to holiday pay if the

holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or due to a death in the employee's immediate family, or within the first six (6) months of absence due to occupational injury. Employees are not entitled to holiday pay if the holiday falls within the period of permissible absence under Article 37, Leave of Absence, of this Supplemental Agreement.

Note: Personal Holiday

(c) The following rules are applicable to the paid personal holiday:

(1) An employee may choose any day of his preference for his personal holiday by giving the Employer seventy-two (72) hours advance ~~at least seven (7) calendar days written~~ notice prior to the day chosen subject to the guidelines issued by the National Negotiating Committee;

(2) The Employer will grant the employee the day of his choice as his personal holiday, unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date.

ARTICLE 44. HEALTH AND WELFARE

MAINTENANCE OF BENEFITS

ARTICLE 45. PENSION

MAINTENANCE OF BENEFITS

ARTICLE 46. TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND

NO CHANGE

ARTICLE 47. DISCHARGE OR SUSPENSION

NO CHANGE

ARTICLE 48. DELINQUENCIES

NO CHANGE

ARTICLE 49. STEWARD PAY

NO CHANGE

ARTICLE 50. GARNISHMENTS

NO CHANGE

ARTICLE 51. ADDITIONAL HELP

NO CHANGE

ARTICLE 52. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, ~~2017~~2022, to be effective as of ~~September 1, 2015~~June 1, 2022.

FOR THE UNION

LOCAL UNION NO _____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

WESTERN AREA SUPPLEMENT
PART I—GENERAL

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba Roger Pardo~~
Sean M. O'Brien, Chairperson
Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson
Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen,
Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander,
Ted Beardslev,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,
McKinley Archie, Rank and File, Dave Trigona, Rank and
File,
Don Cooper, Rank and File, Frank Martinez, Rank and
File,

FOR THE EMPLOYERS:

~~Kenneth W. Zatkoff,~~
~~Chairperson Malcolm Collier~~
James D. Osmer, Chairperson
Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

Bruce Jackson, Chris Anderson, Steve Roberts, Mark Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry Brennan, Mike Ford

PART II—TRUCKAWAY

ARTICLE 53. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 54. RECORDS OF MOVEMENTS

NO CHANGE

ARTICLE 55. SENIORITY

NO CHANGE

ARTICLE 56. MEAL PERIOD

NO CHANGE

ARTICLE 57. PAID-FOR TIME

NO CHANGE

ARTICLE 58. DEFINITIONS

NO CHANGE

ARTICLE 59. LOCAL RATES OF PAY

Section 1. Hourly Rates

Effective	Per Hour
4-02-17	\$24.37
6-01-17	\$24.67
6-01-18	\$24.97
6-01-19	\$25.32
6-01-20	\$25.77

<u>Effective 6/1/22</u>	<u>9%</u>
<u>Effective 6/1/23</u>	<u>5%</u>
<u>Effective 6/1/24</u>	<u>4%</u>

On June 1, ~~2017~~2023, June 1, ~~2024~~2018, June 1, 2019 and June 1, ~~2025~~2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as

increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

ARTICLE 60. LINE RATES OF PAY

Section 1. Mileage Rates

The mileage rates of pay for all miles driven under this Agreement where such rates apply shall be:

Effective	Per Mile
4-02-17	60.50¢
6-01-17	61.50¢
6-01-18	62.50¢
6-01-19	63.50¢
6-01-20	64.50¢
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

On June 1, ~~2017~~**2023**, June 1, ~~2024~~**2018**, ~~June 1, 2019~~ and June 1, ~~2025~~**2020**, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 4.

(a) Hourly Rates—Line

Paid-for time under this Agreement as well as time spent in making pickups and/or deliveries at points en route and intermediate terminals, time lost through delay in pickups and/or deliveries at points en route and intermediate terminals, and for work performed in making pickups and/or deliveries shall be paid for at the minimum rate of:

Effective	Per Hour
4-02-17	\$24.19
6-01-17	\$24.49
6-01-18	\$24.79
6-01-19	\$25.14
6-01-20	\$25.59
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

On June 1, ~~2017~~**2023**, June 1, ~~2024~~**2018**, ~~June 1, 2019~~ and June 1, ~~2025~~**2020**, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

ARTICLE 61. FURNISHED TRANSPORTATION

NO CHANGE

ARTICLE 62. MILEAGE DETERMINATION

NO CHANGE

ARTICLE 63. OWNER-OPERATORS

NO CHANGE

ARTICLE 64. SLEEPER CAB

Section 7. Mileage Pay and Subsistence

(a) The following schedule of wages and subsistence shall apply (plus appropriate cost of living).

For equipment other than Doubles:

Effective	Per Mile
4-02-17	61.875¢
6-01-17	62.875¢
6-01-18	63.875¢
6-01-19	64.875¢
6-01-20	65.875¢
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

For Double Bottoms:

Effective	Per Mile
4-02-17	62.625¢
6-01-17	63.625¢
6-01-18	64.625¢
6-01-19	65.625¢
6-01-14	61.55¢
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

For Triple Bottoms or Two (2) 40 Foot or over Trailers:

Effective	Per Mile
4-02-17	64.125¢
6-01-17	65.125¢
6-01-18	66.125¢
6-01-19	67.125¢
6-01-20	68.125¢
Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

On June 1, ~~2017~~**2023**, June 1, ~~2024~~**2018**, ~~June 1, 2019~~ and June 1, ~~2025~~**2020**, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 8. Paid-for Time

(a) Paid-for time under this Agreement, as well as time

spent in making pickups and/or deliveries at points en route and intermediate terminals, time lost through delay in pickups and/or deliveries at points en route and intermediate terminals and for work performed in making pickups and/or deliveries, shall be paid for at the minimum rate listed below to each driver (plus appropriate cost of living).

Hourly Rates

Effective	Per Hour
4-02-17	\$24.16
6-01-17	\$24.46
6-01-18	\$24.76
6-01-19	\$25.11
6-01-20	\$25.56

<u>Effective 6/1/22</u>	<u>9%</u>
<u>Effective 6/1/23</u>	<u>5%</u>
<u>Effective 6/1/24</u>	<u>4%</u>

On June 1, ~~2017~~2023, June 1, ~~2024~~2018, June 1, 2019 and June 1, ~~2025~~2020, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

ARTICLE 65. EQUIPMENT AND ACCIDENT REPORTS

NO CHANGE

ARTICLE 66. DEALER ADDRESSES

NO CHANGE

ARTICLE 67. UNSAFE EQUIPMENT

NO CHANGE

ARTICLE 68. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, ~~2017~~, to be effective as of ~~September 1, 2015~~June 1, 2022.

FOR THE UNION

LOCAL UNION NO ____, affiliate of International Brotherhood of Teamsters.

By _____ (Signed)

Its _____ (Title)

FOR THE COMPANY

(Company)

By _____ (Signed)

Its _____ (Title)

WESTERN AREA SUPPLEMENT PART II—TRUCKAWAY

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba Roger Pardo~~
Sean M. O'Brien, Chairperson
Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson
Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen, Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander, Ted Beardsley,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File, McKinley Archie, Rank and File, Dave Trigona, Rank and File,
Don Cooper, Rank and File, Frank Martinez, Rank and File,
Brian Mann, Rank and File, Eric Wilson, Rank and File

FOR THE EMPLOYERS:

~~Kenneth W. Zatkoff, Chairperson~~
James D. Osmer, Chairperson
Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

Bruce Jackson, Chris Anderson, Steve Roberts, Mark Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry Brennan, Mike Ford

PART III—DRIVEAWAY

ARTICLE 53. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 54. DEFINITIONS

NO CHANGE

ARTICLE 55. STARTING TIME AND ON-DUTY TIME

(A) Starting time shall be time the driver is ordered to report for duty. The driver shall be notified at least two (2) hours in advance of the time he is to report for duty. All time after the driver reports for duty until released from duty by the Employer, excluding time off for meals, shall be considered on-duty time for which driver will be paid at the applicable rates of pay and in accordance with minimum day requirements as hereinafter defined. All employees called and reporting for duty for which no trips are provided shall receive a minimum of two (2) hours pay.

B. (1) Non-Vaccinated Driver(s) – Home Terminal Drivers who are not “vaccinated” in accordance with Canadian vaccination laws or ordinances will be able to pick in seniority order at their home terminal, unless the non-vaccinated driver(s) will displace vaccinated driver(s) at dispatch based on seniority and their inability to enter Canada. Non-vaccinated driver(s) who force senior drivers on a Canadian load will only be able to take a 600-mile trip or less. If no trip exists under 600 miles, driver(s) will not be dispatched. This subsection will be null and void if driver(s) who are not vaccinated are allowed to enter Canada.

B. (2) Non-Vaccinated Driver(s) – Backhaul Terminal Drivers who are not “vaccinated” in accordance with Canadian vaccination laws or ordinances will be able to pick in seniority order at a backhaul terminal, unless the non-vaccinated driver(s) will displace vaccinated driver(s) at dispatch based on seniority and their inability to enter Canada. Non-vaccinated driver(s) who force senior drivers on a Canadian load. At that point, the non-vaccinated driver would be sent home. This subsection will be null and void if driver(s) who are not vaccinated are allowed to enter Canada.

ARTICLE 56. DELAY TIME

NO CHANGE

ARTICLE 57. SUBSISTENCE

NO CHANGE

ARTICLE 58. RETURN TRANSPORTATION

Section 1.

The Employer shall return driver to home terminal by rail or bus up to three hundred (300) miles, and receipts shall be required.

On trips extending beyond three hundred (300) miles drivers shall be returned by air coach.

The Employer may require that drivers use the least expensive airfare available as long as drivers are not denied work opportunity and are not unreasonably delayed as a result of having been compelled to accept the least expensive airfare.

After a reasonable ETA at the airport is mutually established, the Employer shall either: assign the driver the available flight that is schedule to arrive the earliest at the return destination, or choose a different flight and compensate the driver at the appropriate hourly rate for all time ~~in excess of one (1) hour~~ the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight chosen by the Employer.

Drivers who miss a flight through no fault of their own shall either be assigned the available flight that is scheduled to arrive the earliest at the return destination or a different flight, and be compensated for all hours in excess of two (2) hours the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight assigned by the Employer.

(a) If the difference in the ticket cost of the least expensive airfare to the Company on an earlier flight does not exceed fifty (\$50) dollars, the Company will give the driver the flight of his/her choice.

(b) A driver who misses his/her original flight must call central control or the driver's home terminal after arrival at the airport.

(c) When mutually agreed between the driver and the Company representative at the time of dispatch that it is necessary to carry extra luggage to conduct Company business (example: extra coveralls, boots, gloves, winter or rain gear, etc.) and the airline charges for the extra luggage, the Employer shall reimburse the employee for such charges when proper receipts are submitted.

The Employer shall furnish the driver with cash or a ticket for the return trip. Receipts shall be furnished to the Employer for any cash paid out for fares or tickets. Any driver electing to return by public transportation other than air coach shall be reimbursed for train or bus, whichever is used. Upon request, the driver will be provided with the pricing of the ticket. **Drivers will be given the backhaul rate when driving a rental car.**

In addition, the driver shall be paid for ground transportation providing such transportation is used and receipts in any amount are furnished in support thereof. In the event that the Employer should suffer a hardship by virtue of this clause, loss of business, or failure to maintain business, etc., the Employer shall have the right to request relief under Article 22 Rail Diversion, of the National Master Automobile Transporters Agreement.

NO CHANGE

Ground Transportation allowance for driveaway drivers

shall be: 5-22-95 \$12.50

The employer will pay a penalty of six hours for any return flight with more than one stop after eight (8) hours or more and three (3) hours of penalty pay less than eight (8) hours.

Driver’s Return Option – Home Domicile

The following will apply to all trips out of a driver’s home domicile (Pool and Intra-Area) for the purpose of getting a driver back to his/her home domicile:

- (a) A driver who starts his/her 7-day work week from his/her home terminal can elect to return to his/her home domicile after driving at least 2,200 miles within that 7-day week. If a driver is within 300 miles of a backhaul location at his/her last delivery, driver may be required to take a backhaul.
- (b) A driver who starts his/her their 7-day work week from his/her home terminal and who is in a backhaul situation during that work week can elect to return to his/her home domicile after delivering 8 units or more within that 7-day week.
- (c) A driver who starts his/her 7-day work week from his/her home terminal and takes multiple trips out of his/her home domicile during that work week can elect to return to his/her home domicile after logging at least 63 hours of compensated time during that 7-day week.

Nothing herein shall preclude a driver from staying out on the road in the dispatch system delivering units. When a driver has taken dispatch from his/her home terminal/domicile and any of the events described in subparagraphs (a), (b) or (c) has been met, the affected driver shall have an unrestricted right to return to his/her domicile and the Company shall be responsible for ensuring his/her return without delay. Drivers shall be afforded 2 days off in their seven-day work period but shall not have the right to take four consecutive days off in that period. Notwithstanding the foregoing, however, drivers utilizing subparagraph (b), above, and the trips covered therein fall under the Pool Agreement will still be eligible for the three days off provided for under the Pool Agreement.

Section 3.

(a) Decking Tools
NO CHANGE

(b) Undecking

(c) **Rain Gear**

Local employees who are required to work outside shall be provided with adequate rain gear (hats, coats, pants and boots). There shall be a one hundred dollar (\$100.00) boot allowance every six (6) months.

ARTICLE 59. RATES OF PAY

Section 1.

(a) Mileage Rates

The mileage rates of pay for driveaway drivers for all miles driven under this Agreement where such rates apply shall be:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Single	51.614¢	52.646	53.699	54.773¢	55.868¢
		¢	¢		
2-Way	51.757¢	52.792	53.848	54.925¢	56.024¢
		¢	¢		
3-Way	52.806¢	53.862	54.939	56.038¢	57.159¢
		¢	¢		
4-Way	53.283¢	54.349	55.436	56.545¢	57.676¢
		¢	¢		
5-Way	54.236¢	55.321	56.427	57.556¢	58.707¢
		¢	¢		

Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%

Effective June 1, 2008, drivers will receive an additional one cent (1¢) per mile on combinations which exceed eighty (80’) feet; an additional one cent (1¢) per mile effective June 1, 2009; and an additional one cent (1¢) per mile effective June 1, 2010.

Mileage rates in effect May 31, 2011 for all backhaul trips shall receive negotiated increases. The backhaul mileage rates of pay for driveaway drivers for all backhaul miles driven under this Agreement where such rates apply shall be:

	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Single	47.151¢	48.094¢	49.056¢	50.037¢	51.038¢
2-Way	47.294¢	48.240¢	49.205¢	50.189¢	51.193¢
3-Way	47.867¢	48.824¢	49.800¢	50.796¢	51.812¢
4-Way	48.820¢	49.796¢	50.792¢	51.808¢	52.844¢
5-Way	49.774¢	50.769¢	51.784¢	52.820¢	53.876¢

On June 1, 2017~~2023~~, June 1, ~~2024~~2018, June 1, 2019 and June 1, ~~2020~~2025, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

Section 3. Hourly Rates

of freight.

Effective	Rates to be Paid
4-02-17	\$21.53
6-01-17	\$21.96
6-01-18	\$22.40
6-01-19	\$22.85
6-01-20	\$23.31

Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	4%

Due to the safety hazards that the lead yard/shop employee endure, there shall be a one (1) dollar (\$1.00) lead shall be paid above the normal rate.

On June 1, ~~2017~~**2023**, June 1, ~~2024~~**2018**, June 1, 2019 and June 1, ~~2020~~**2025**, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

A shift differential of twenty-five cents (25¢) per hour above the employee's established rate of pay shall be paid per hour to all employees whose regularly scheduled starting time is 12:00NOON or between 12:00 NOON and 6:00 A.M., however, existing Local Riders which reflect a different differential shall prevail.

Section 4. Local and Flat Rates

Premium pay for local and flat rates shall be subjects for Riders.

Flat rates in effect 6/1/22 shall be increased as follows:

Effective 6/1/22	12%
Effective 6/1/23	4%
Effective 6/1/24	4%

Section 5. Daily Guarantee

- (a)** Any regular employee called and reporting for duty shall be guaranteed a minimum of eight (8) consecutive hours of work, exclusive of lunch time which shall not exceed one (1) hour.
- (b)** **Drivers forced out on a run will be paid the applicable daily guarantee when utilizing the 34-hour restart.**
- (c)** **Drivers will be paid an additional two (2) hours when using a manual hoist in temperatures at 100 degrees or more.**

Section 7. Off-duty Time

The Employer shall provide in ~~its~~**his** dispatch rules and/or procedures suitable provisions relating to time off at the home terminal provided there is no delay in the movement

Notwithstanding the above, a minimum of fifteen percent (15%) of the drivers and hourly employees working should be afforded the weekend off subject to proper notice and existing conditions. Percentages of .5 or more shall be rounded up. If the parties are unable to arrive at an agreement on this subject matter, then either party may present the deadlocked issue to the appropriate Area Committee for disposition and that Committee's ruling shall be final and binding upon both parties.

ARTICLE 60. SENIORITY

NO CHANGE

ARTICLE 61. MEAL PERIOD

NO CHANGE

ARTICLE 62. MILEAGE DETERMINATION

NO CHANGE

ARTICLE 63. EQUIPMENT, ACCIDENTS, REPORTS

Section 3. Safety Incentive Program

(a) Commencing January 1, 2017, a terminal-based incentive program shall be introduced each year based upon workers' compensation expenses from the prior year. To be eligible for the incentive payment, 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 ~~57.75%~~**57.75%** of terminal payroll expense for the prior year, all eligible employees will be given \$100.00 for each full month worked to a maximum incentive payment of \$1,200 payable by August 1st of the subsequent year. If workers' compensation costs fall between ~~57.75%~~**57.75%** and ~~89.75%~~**89.75%**, the incentive payment amount shall be \$50.00 for each full month worked to a maximum incentive payment of \$600 per eligible employee payable by August 1st of the subsequent year. In the event this incentive program becomes subject to Article 16 of the National Agreement, the parties agree to enter into negotiations for an alternative program.

(b) The Union shall have access to all relevant financial and operational information to verify the Employer's application of the Program. Under no circumstances will the parties review or discuss any individual employee workers' compensation case as part of this Program. The information reviewed by the parties will be annual aggregate financial and operational information on a terminal-by-terminal basis to determine compliance with the eligibility and payment of an incentive payment. Employer shall not apply the conditions of this Program, nor shall the Program be given any construction, in any manner that may discourage any employee from exercising his or her full legal and/or contractual rights, including rights under Article 30, Section 2 of the National

Agreement.

ARTICLE 64. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2017, to be effective as of ~~September 1, 2015~~ June 1, 2022.

FOR THE UNION

LOCAL UNION NO ____, affiliate of International Brotherhood of Teamsters.

By _____ (Signed)

Its _____ (Title)

FOR THE COMPANY

(Company)

By _____ (Signed)

Its _____ (Title)

WESTERN AREA SUPPLEMENT PART III—DRIVEAWAY

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba Roger Pardo James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson~~

Sean M. O'Brien, Chairperson Avral Thompson, Co-Chairperson Jeff Brylski, Co-Chairperson Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen, Tim Brown, Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander, Ted Beardsley, Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,

McKinley Archie, Rank and File, Dave Trigona, Rank and File, Don Cooper, Rank and File, Frank Martinez, Rank and File, Brian Mann, Rank and File, Eric Wilson, Rank and File, William Alexander, Jeff Brylski (Sergeant at Arms) Carlos Borba, Tom Erikson, Matthew Fazakas, Tony Lamy, Joseph Lopez, Mike Parker, Mike Philbeck, Ralph Stubbs, Kris Taylor

FOR THE EMPLOYERS:

~~Kenneth W. Zatkoff, Chairperson Malcolm Collier~~
James D. Osmer, Chairperson Kenneth W. Zatkoff, Co-Chairperson Peter P. Sudnick, Co-Chairperson
Bruce Jackson, Chris Anderson, Steve Roberts, Mark Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry Brennan, Mike Ford

PART IV—WESTERN AREA YARD

ARTICLE 53. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 54. SENIORITY

NO CHANGE

ARTICLE 55. MEAL PERIOD

NO CHANGE

ARTICLE 56. RAIN GEAR AND TOOLS

NO CHANGE

ARTICLE 57. CASUAL EMPLOYEES

NO CHANGE

ARTICLE 58. PAID-FOR TIME

NO CHANGE

ARTICLE 59. ACCIDENT REPORTS

NO CHANGE

ARTICLE 60. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their

hands and seals this _____, 2017, to be effective as of September 1, 2015, June 1, 2022.

James D. Osmer, Chairperson Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

Bruce Jackson, Chris Anderson, Steve Roberts, Mark Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry Brennan, Mike Ford

FOR THE UNION

LOCAL UNION NO ____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

WESTERN AREA SUPPLEMENT
PART IV—WESTERN YARD

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson~~ ~~Kevin D. Moore, Co-Chairperson~~
~~Roy R. Gross, Co-Chairperson~~ ~~Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba~~ ~~Roger Pardo~~
Sean M. O'Brien, Chairperson
Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson
Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen,
Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander,
Ted Beardsley,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,
McKinley Archie, Rank and File, Dave Trigona, Rank and File,
Don Cooper, Rank and File, Frank Martinez, Rank and File,
Brian Mann, Rank and File, Eric Wilson, Rank and File

FOR THE EMPLOYERS:

Kenneth W. Zatkoff, Chairperson

PART V—AUTOMOTIVE SHOP

ARTICLE 53. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 54. SENIORITY

NO CHANGE

ARTICLE 55. MEAL PERIODS

NO CHANGE

ARTICLE 56. GENERAL PROVISIONS

NO CHANGE

ARTICLE 57. TANK AND EQUIPMENT CLEANING
SAFETY EQUIPMENT

NO CHANGE

ARTICLE 58. PAID-FOR TIME

NO CHANGE

ARTICLE 59. RATES OF PAY

Section 1. Automotive Servicing Employees

	Effective				
CLASSIFICATION	4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
Lubrication Man					
Day Shift	\$24.30	\$24.70	\$25.10	\$25.50	\$26.00
Swing Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Graveyard-Shift	\$24.55	\$24.95	\$25.35	\$25.75	\$26.25
Tire (Change)					
Day Shift	\$23.90	\$24.30	\$24.70	\$25.10	\$25.60
Swing Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Graveyard-Shift	\$24.55	\$24.95	\$25.35	\$25.75	\$26.25
Tire (Air)					
Day-Shift	\$24.20	\$24.60	\$25.00	\$25.40	\$25.90
Swing Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10

WESTERN

	Effective	6/1/17	6/1/18	6/1/19	6/1/20
CLASSIFICATION	4/2/17				
Graveyard Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Steam Cleaner					
Day Shift	\$24.25	\$24.65	\$25.05	\$25.45	\$25.95
Swing Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Graveyard Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Fueler					
Day Shift	\$24.20	\$24.60	\$25.00	\$25.40	\$25.90
Swing Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Graveyard Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Washer, Cleaner, Polisher					
Day Shift	\$24.14	\$24.54	\$24.94	\$25.34	\$25.84
Swing Shift	\$24.34	\$24.74	\$25.14	\$25.54	\$26.04
Graveyard Shift	\$24.39	\$24.79	\$25.19	\$25.59	\$26.09
Shop Yard and Terminal					
Day Shift	\$24.02	\$24.42	\$24.82	\$25.22	\$25.72
Swing Shift	\$24.22	\$24.62	\$25.02	\$25.42	\$25.92
Graveyard Shift	\$24.27	\$24.67	\$25.07	\$25.47	\$25.97
Parts Pick-up Delivery					
Day Shift	\$24.16	\$24.56	\$24.96	\$25.36	\$25.86
Swing Shift	\$24.36	\$24.76	\$25.16	\$25.56	\$26.06
Graveyard Shift	\$24.41	\$24.81	\$25.21	\$25.61	\$26.11
Mobile Service Truck					
Day Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Swing Shift	\$24.60	\$25.00	\$25.40	\$25.80	\$26.30
Graveyard Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Tow Truck Driver					
Day Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Swing Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Graveyard Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Tank Cleaner					
Day Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Swing Shift	\$24.60	\$25.00	\$25.40	\$25.80	\$26.30
Graveyard Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35

	Effective	6/1/17	6/1/18	6/1/19	6/1/20
CLASSIFICATION	4/2/17				
Automotive Parts Employee					
Day Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Swing Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Graveyard Shift	\$24.75	\$25.15	\$25.55	\$25.95	\$26.45
Day Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Day Shift	\$24.25	\$24.65	\$25.05	\$25.45	\$25.95
Swing Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Graveyard Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Fueler					
Day Shift	\$24.20	\$24.60	\$25.00	\$25.40	\$25.90
Swing Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Graveyard Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Washer, Cleaner, Polisher					
Day Shift	\$24.14	\$24.54	\$24.94	\$25.34	\$25.84
Swing Shift	\$24.34	\$24.74	\$25.14	\$25.54	\$26.04
Graveyard Shift	\$24.39	\$24.79	\$25.19	\$25.59	\$26.09
Shop Yard and Terminal					
Day Shift	\$24.02	\$24.42	\$24.82	\$25.22	\$25.72
Swing Shift	\$24.22	\$24.62	\$25.02	\$25.42	\$25.92
Graveyard Shift	\$24.27	\$24.67	\$25.07	\$25.47	\$25.97
Parts Pick-up Delivery					
Day Shift	\$24.16	\$24.56	\$24.96	\$25.36	\$25.86
Swing Shift	\$24.36	\$24.76	\$25.16	\$25.56	\$26.06
Graveyard Shift	\$24.41	\$24.81	\$25.21	\$25.61	\$26.11
Mobile Service Truck					
Day Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Swing Shift	\$24.60	\$25.00	\$25.40	\$25.80	\$26.30
Graveyard Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Tow Truck Driver					
Day Shift	\$24.45	\$24.85	\$25.25	\$25.65	\$26.15
Swing Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Graveyard Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Tank Cleaner					
Day Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Swing Shift	\$24.60	\$25.00	\$25.40	\$25.80	\$26.30
Graveyard Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Automotive Parts Employee					
Day Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20

	Effective 4/2/17	6/1/17	6/1/18	6/1/19	6/1/20
CLASSIFICATION					
Swing Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Graveyard Shift	\$24.75	\$25.15	\$25.55	\$25.95	\$26.45
Day Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Swing Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Graveyard Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Tank Cleaner					
Day Shift	\$24.40	\$24.80	\$25.20	\$25.60	\$26.10
Swing Shift	\$24.60	\$25.00	\$25.40	\$25.80	\$26.30
Graveyard Shift	\$24.65	\$25.05	\$25.45	\$25.85	\$26.35
Automotive Parts Employee					
Day Shift	\$24.50	\$24.90	\$25.30	\$25.70	\$26.20
Swing Shift	\$24.70	\$25.10	\$25.50	\$25.90	\$26.40
Graveyard Shift	\$24.75	\$25.15	\$25.55	\$25.95	\$26.45

Effective 6/1/22	9%
Effective 6/1/23	5%
Effective 6/1/24	4%

Mechanics, Installation Mechanics, Mechanic Learners, Auto-Body Painters and Repairmen; Area rates for these classifications shall apply with negotiated increases.

Those employees who were designated as Working Foreman and/or Leadman, on or before June 1, 1991, shall continue to receive a personalized “red circled” wage rate of ten percent (10%) above the highest classification rate of pay paid to those employees under their supervision; provided, however, the number of employees supervised is three (3) or more. Those employees designated as Working Foreman and/or Leadman under this provision after June 1, 1991, shall receive a one dollar (\$1.00) per hour premium above the highest classification rate of pay paid to those employees under their supervision.

Parts Room Managers shall receive a wage premium of ten percent (10%) above the highest classification rate of pay paid to those employees under their supervision; provided, however, the number of employees supervised is three (3) or more.

Section 2.

On June 1, ~~2017~~**2023**, June 1, ~~2018~~**2018**, June 1, ~~2019~~ and June 1, ~~2020~~**2025**, the National Negotiating Committee will allocate the amounts due under Article 23, payable as increases in the hourly and mileage rates. All increases are effective on June 1st of each year.

ARTICLE 60. JOB DESCRIPTIONS

NO CHANGE

ARTICLE 61. UNIFORMS AND WORK EQUIPMENT

NO CHANGE

ARTICLE 62. TERMINATION CLAUSE

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2017, to be effective as of ~~September 1, 2015~~**June 1, 2022**.

FOR THE UNION

LOCAL UNION NO ____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

**WESTERN AREA SUPPLEMENT
PART V—AUTOMOTIVE SHOP**

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba Roger Pardo~~
Sean M. O’Brien, Chairperson
Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson
Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmiehausen,
Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander,
Ted Beardsley,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,

McKinley Archie, Rank and File, Dave Trigona, Rank and File,
Don Cooper, Rank and File, Frank Martinez, Rank and File,
Brian Mann, Rank and File, Eric Wilson, Rank and File

Effective 6/1/22 12%
Effective 6/1/23 4%
Effective 6/1/24 4%

FOR THE EMPLOYERS:

New Hire Rate:

The new hire rate shall be two dollars and forty cents (\$2.40) less than the current contract rate applicable to the classification of work for which the employee is being hired. Such new hire rate shall be increased in forty cent (\$.40) increments every three (3) months until the full rate for the classification is achieved.

Annual increases will be added to the progression rates on June 1, 2011.

Kenneth W. Zatkoff, Chairperson
James D. Osmer, Chairperson
Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

ARTICLE 61. WORKWEEK AND GUARANTEES

NO CHANGE

ARTICLE 62. TERMINATION CLAUSE

NO CHANGE

PART VI—OFFICE

ARTICLE 53. SCOPE OF AGREEMENT

NO CHANGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____, 2017, to be effective as of ~~September 1, 2015~~ June 1, 2022.

ARTICLE 54. WORK ASSIGNMENTS

NO CHANGE

FOR THE UNION

ARTICLE 55. SENIORITY

LOCAL UNION NO____, affiliate of International Brotherhood of Teamsters.

NO CHANGE

By _____
(Signed)

ARTICLE 56. MEAL PERIOD

NO CHANGE

Its _____
(Title)

ARTICLE 57. GENERAL PROVISIONS

NO CHANGE

FOR THE COMPANY

ARTICLE 58. ACCIDENT REPORTS

NO CHANGE

(Company)

ARTICLE 59. SUBCONTRACTING

NO CHANGE

By _____
(Signed)

ARTICLE 60. CLASSIFICATIONS

All work assigned to the bargaining unit shall remain with the bargaining unit.

Its _____
(Title)

Area rates for office employees shall apply for this clarification with negotiated increases set forth in the General Monetary Increases.

WESTERN AREA SUPPLEMENT
PART VI—OFFICE

NEGOTIATING COMMITTEE

FOR THE UNIONS:

~~James P. Hoffa, Chairperson Kevin D. Moore, Co-Chairperson Roy R. Gross, Co-Chairperson Matthew Fazakas, Co-Chairperson~~

~~Carlos Borba Roger Pardo~~
Sean M. O'Brien, Chairperson
Avral Thompson, Co-Chairperson
Jeff Brylski, Co-Chairperson
Kris Taylor, Co-Chairperson

Fred Zuckerman, Jason Cooper, Mark Schmichausen,
Tim Brown,
Ralph Stubbs, Matt Daniel, Roy Gross, Bill Alexander,
Ted Beardsley,
Dan Shott, Carl Gasca, Kevin Lauersdorf, Rank and File,
McKinley Archie, Rank and File, Dave Trigona, Rank and
File,
Don Cooper, Rank and File, Frank Martinez, Rank and
File,
Brian Mann, Rank and File, Eric Wilson, Rank and File

FOR THE EMPLOYERS:

~~Kenneth W. Zatkoff, Chairperson~~
James D. Osmer, Chairperson
Kenneth W. Zatkoff, Co-Chairperson
Peter P. Sudnick, Co-Chairperson

Bruce Jackson, Chris Anderson, Steve Roberts, Mark
Brueckner, Kirk Conaway, Greg May, Craig Irwin, Terry
Brennan, Mike Ford